



**BOARD OF DIRECTOR  
RESCHEDULED REGULAR MEETING AGENDA  
April 3, 2024 - 1:30 PM**

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

5401 Old Redwood Highway, 1<sup>st</sup> Floor  
Petaluma, CA 94954

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

**HOW TO WATCH THE LIVE MEETING USING THE ZOOM**

<https://sonomamarintrain-org.zoom.us/j/88227285065?pwd=SWQ4eDBMcTIHZUgvVndiYlhHTzJPUT09>

Webinar ID: 882 2728 5065; Passcode: 019592

**TELECONFERENCE**

Members of the public wishing to participate via teleconference can do so by dialing in the following number the day of the meeting: (669) 900-9128; Access Code: 882 2728 5065; Passcode: 019592.

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**HOW TO PROVIDE COMMENTS ON AGENDA ITEMS**

*Prior To Meeting:* Technology limitations may limit the ability to receive verbal public comments during the meeting. If you wish to make a comment you are strongly encouraged to please submit your comment to [Board@SonomaMarinTrain.org](mailto:Board@SonomaMarinTrain.org) by 5:00 PM on Tuesday, April 2, 2024.

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



# BOARD OF DIRECTOR RESCHEDULED REGULAR MEETING AGENDA April 3, 2024

Members of the public who wish to attend in person may do so at:  
5401 Old Redwood Highway, 1<sup>st</sup> Floor  
Petaluma, CA 94954

1. Call to Order
2. Approval of the February 21, 2024 Board Meeting Minutes
3. Board Member Announcements
4. General Manager's Report
5. Public Comment on Non-Agenda Items

## Consent Calendar

- 6a. Monthly Ridership Report – February 2024
- 6b. Approval of Monthly Financial Reports
- 6c. Adopt a Resolution for \$2,800,000 in Regional Measure 3 North Bay Transit Access Improvements (RM3 Project #21) funds and compliance with Metropolitan Transportation Commission Requirements
- 6d. Adopt a Resolution authorizing a funding agreement with the Town of Windsor for the installation of utility crossings beneath the SMART tracks as a component of the rail and pathway extensions to the Town of Windsor

## Regular Calendar

7. Establish an Ad Hoc Committee to review Citizens Oversight Committee Applications and recommend appointments - *Presented by General Manager Cumins*
8. The Feasibility and Timing of the Future Tax Measure Survey Results – *Presented by Chief Financial Officer, Heather McKillop*
9. Adopt a Resolution to Award five (5) on-call Construction Management Services Contracts - *Presented by Chief Engineer, Bill Gamlen*

10. Adopt a Resolution Authorizing the General Manager to execute a Professional Services Agreement with RSE Corporation in an amount not-to-exceed \$1,200,000 and a term of up to 5 years - *Presented by Chief Engineer, Bill Gamlen*
11. Adopt a Resolution Amending SMART's Current Fee Structure (*Continued from October 18, 2023*) - *Presented by Chief Financial Officer, Heather McKillop*
12. Adopt a Resolution Amending Resolution No. 2023-23, Fiscal Year 2024 Adopted Budget, for a Revised Expenditure Authority of \$3,207,100 for the expenditure of Regional Measure 3 and Town of Windsor Funds – *Presented by Chief Financial Officer, Heather McKillop*
13. Adopt Resolutions for Change Orders 017 and 018 for the Construction Contract No. CV-DB-18-001 with Stacy & Witbeck, Inc. for a total amount of \$3,199,768.48 - *Presented by Chief Engineer, Bill Gamlen*
14. Next Regular Meeting Board of Directors, **April 17, 2024** – 1:30 PM – 5401 Old Redwood Highway, 1<sup>st</sup> Floor, Petaluma, CA 94954
15. Adjournment

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



## BOARD OF DIRECTORS REGULAR MEETING MINUTES

February 21, 2024 – 1:30 PM  
5401 Old Redwood Highway, 1st Floor  
Petaluma, CA 94954

### 1. Call to Order

Director Rabbitt called the meeting to order at 1:32pm, as the chair designate in the absence of the Chair Lucan and Vice Chair Bagby. Directors Colin, Coursey, Fudge, Garbarino, Pahre, Paulson, Rogers and Sackett, were present; Vice Chair Bagby and Chair Lucan were absent; Director Farac arrived later.

### 2. Approval of the January 17, 2024 Board Meeting Minutes

Director Farac arrived at 1:34pm.

**Motion:** Director Sackett moved approval of the January 17, 2024 Board Meeting Minutes as presented. Director Colin second. The motion carried 10-0 (Chair Lucan and Vice Chair Bagby were absent)

### 3. Board Members Announcements

No Announcements

### 4. General Manager's Report

General Manager Cumins provided an overview on the following:

- Contracts/Procurements over \$ 100k
- Ridership
- Engineering Team
- Project Update
- Partial System Closure
- Community Meetings
- 2024 Strategic Plan Development
- Questions

### Contracts/Procurements over \$ 100k

General Manager Cumins presented a procurement request for contracts exceeding \$100,000. The first item discussed was a purchase order with Winter Chevrolet for the acquisition of three (3) Chevrolet Silverado 1500 4-wheel drive trucks. It was noted that the State of California contract would be utilized for this procurement. These trucks were intended to replace three existing trucks in the Operations department. The purchase order amount was disclosed as \$148,057.

### Ridership

- SMART finished the month of January 2024 with 65,990 riders.
- January 2024 ridership was 43% above January 2023.
- January ridership was 9% under January 2020. It was noted that it had been a long time since SMART finished a month under its pre-COVID ridership levels. Factors discussed included the opening of Larkspur and Novato downtown stations in January and February 2020, driving significant ridership increases.
- General Manager Cumins stated that rain consistently reduced ridership. Analysis of January 2024 showed a significant drop in ridership on rainy days compared to clear days. This trend was expected to continue into February, with ridership likely to fall below 2020 levels. However, a return to sunny weather was anticipated to boost ridership by around 2,900 to 3,000 passengers per day on average.
- In January 2024, average weekday ridership reached 2,589, marking a 38% increase from January 2023. By February, the average weekday ridership slightly decreased to 2,527, yet remained 19% higher compared to the same period last year.
- In January 2024, average weekday ridership reached 2,589, marking a 38% increase from January 2023. February's average weekday ridership stood at 2,527, slightly lower but still 19% higher than last year. Weekend ridership remained strong, with January seeing a 10% increase compared to FY19.
- General Manager Cumins stated that in January, pathway counts revealed 46,424 users, representing an 8.5% increase from 2023.

### Engineering Team

General Manager Cumins informed the board of the current busy period, emphasizing the exemplary work of the engineering team. This team consists of six engineers and effectively manages various projects such as Petaluma North Windsor, Healdsburg, and pathway projects, alongside day-to-day work. Their duties encompass managing SMART's capital projects, coordinating with local municipalities, and supporting operations, maintenance, and freight needs. Additionally, they are involved in preparing capital plans, cost projections, and supporting grant submissions.

### Project Updates

General Manager Cumins provided an overview, highlighting the advancements made in the Petaluma North Station Project. These activities encompassed the procurement of key long lead materials, establishment of the project site, excavation, and potholing for utilities, as well as the delivery of 30 tons of rail for platform track and McDowell Crossing Reconstruction. The

presentation featured visuals of excavation work, cable installation, and a video illustrating rail welding.

General Manager Cumins discussed the progress achieved in the Windsor Extension project. This involved tasks such as the placement of concrete bridge decks, installation of drainage pipes, and excavation for the Windsor Station platform. Visual aids showcased the installation of bridge decks and platform framework, with General Manager Cumins highlighting a comprehensive video illustrating the precision involved in bridge deck placement.

Additionally, General Manager Cumins provided updates on the pathway design and permitting process for additional segments. He also acknowledged the accomplishments of the bridge inspection program, noting the inspection of several bridges on the smart mainline over recent months. Expressing pride in the team's achievements, he commended their dedication with applause.

#### Partial System Closure

- General Manager Cumins announced weekend service closures from Airport to Cotati Station on March 23rd and 24th for the Petaluma North Station construction.
- Smart will operate a weekend schedule from Petaluma downtown to Larkspur during the closures.
- Track removal and replacement with a switch and gauntlet track are planned reasons for the closure.
- Gauntlet tracks accommodate wider freight trains and narrower passenger trains at stations north of Ignacio Wye.
- A second closure is planned for April 13th and 14th for railroad crossing reconstruction at McDowell Boulevard.
- Smart will again operate the weekend schedule from Petaluma downtown to Larkspur during this time.
- SMART will conduct extensive outreach for both closures, including ferry transfers at Larkspur, to mitigate disruption.
- The Marketing and Outreach Team is preparing info cards in English and Spanish to inform the public about the closures and alternatives.

#### 2024 Strategic Plan Development

General Manager Cumins provided an update on strategic plan progress:

- Completed development workshops: SWOT analysis and ridership sessions
- Good attendance for SWOT analysis workshop on Jan 30 (61 attendees) and ridership session on Feb 7 (33 attendees)
- Upcoming workshops: Feb 28 (pathways), Mar 14 (extensions), Mar 27 (freight)
- Positive community feedback received.
- Utilized Menti (Menti.com) for feedback collection, allowing voting via cell phones and computers.
- Identified strengths (e.g., clean, bike infrastructure), weaknesses (e.g., frequency issues), opportunities (e.g., tourism, more frequency), and threats (e.g., funding)
- Strategies for increasing ridership were discussed, including the question: "How should SMART prioritize these strategy areas?"

- Improve first/last mile connections.
- Increase train frequency.
- Target larger user groups
- Prioritized strategy areas:
  - First/last mile connections
  - Local transit connections
  - Train schedule
  - Marketing
  - Service reliability
  - Amenities
  - Parking
  - Fares
  - Safety

### Comments

Director Rabbitt thanked Chief Engineer, Bill Gamlen, and the engineering team for their hard work, acknowledging the agency's dual role in transit and construction.

Director Fudge inquired about replacing trucks with electric ones, noting limited options currently available. General Manager Cumins acknowledged the potential but indicated current offerings like the F-150 Lightning didn't meet their needs. They agreed it's a future focus.

Director Farac asked about the community's backing for the Healdsburg Depot, asking if there was a prevailing trend. General Manager Cumins replied, recognizing the feelings of those in attendance. He highlighted worries regarding the train's passage through the roundabout and the possible reduction of parking spaces—approximately 50 to 80 spots—which was a significant concern for some. Furthermore, there existed a historical affinity for the depot area as the customary site for train stations, with several speakers advocating for the depot instead of downtown.

Director Rogers inquired about the impact of changing the train site from downtown to the depot on the train speed through the roundabout. General Manager Cumins reassured that the speed wouldn't vary much, estimating the gate arms would be down for 60 to 90 seconds. Concerns were raised about potential backups during peak times.

Director Coursey noted concerns raised by residents of Healdsburg regarding the distance between the downtown station and new housing developments. General Manager Cumins mentioned that while specifics weren't readily available, the focus was on the proximity to downtown, with the downtown location being 0.1 miles away and the depot location 0.4 miles away. General Manager Cumins emphasized the importance of addressing first and last mile challenges, citing examples from Larkspur. He expressed belief in Healdsburg becoming a destination station, with potential benefits for commuters and parking.

During the meeting, Director Garbarino praised the discussion sparked by Director Farac's query regarding Healdsburg and the insights from the SWOT analysis. She also inquired about the voting process via phones, which General Manager Cumins explained. This system enables participants

to input three to five items and prevents multiple voting by loading questions individually. General Manager Cumins emphasized the public's engagement, facilitated through the Menti.com platform.

Director Rabbitt highlighted the significance of the first and last mile in the SWOT analysis, especially concerning Healdsburg's role as a transportation hub. They expressed concern about the station's location and its effectiveness in serving the town's 11,000 residents. Rabbitt suggested exploring this further to ensure efficient transportation connections. They also commended General Manager Cumins for addressing concerns about the choice of words regarding LPG cars, emphasizing the equity aspect of providing essential services while lacking infrastructure to support them. Director Rabbitt emphasized the need for community leaders to work towards self-sustainability, thanking General Manager Cumins for engaging with the community on these matters.

5. Public Comment on Non-Agenda Items

Eris Weaver stated that she attended the meetings and was impressed with the use of the Menti platform, which she now plans to use for her own events. She discovered a workaround for the platform's limitations during the meeting. She expressed disappointment with Healdsburg's decision on the train station location, favoring a downtown location for better connectivity. Weaver also mentioned signing a letter with other advocate groups, expressing concerns about the train station's location.

Kirsten Lange raised two key issues. Firstly, she highlighted concerns about language accessibility on trains, noting that non-English speakers faced difficulties understanding directions and safety information, posing potential safety risks. Secondly, Lange pointed out the failure to market Transit Equity Day on February fourth, which commemorates Rosa Parks and Black History Month. She urged the board to reevaluate their commitment to diversity, equity, and inclusion in community partnerships and programming.

Rick Luttmann expressed concern over the Jennings crossing issue, urging the board to authorize its construction. He highlighted the prolonged delay and emphasized the importance of not alienating voters in Santa Rosa. Rick Luttmann argued that there was no evidence to suggest the Jennings crossing was inherently more dangerous than other crossings, citing the inherent risks associated with train operations. He concluded by urging swift action on the matter.

6. Consent

- a. Accept Monthly Ridership Report – January 2024
- b. Accept Monthly Financial Report - December 2023
- c. Authorize the General Manager to Execute Amendment No. 2 to Contract No. OP-SV-20-007 With Nick Barbieri Trucking, LLC DBA Redwood Coast Fuels – North Bay Petroleum for Ongoing Fuel Delivery Services for \$ 1,800,000 for a total not-to-exceed contract amount of \$5,965,000.

### Public Comment

Richard Brand commented on Consent agenda item 6c. He noted the excitement in Healdsburg about SMART's arrival, particularly among wine businesses eager for Bay Area access. Brand highlighted differences between Larkspur and Healdsburg as destinations for passengers, emphasizing diverse activities in Healdsburg. He mentioned a favorable sentiment among residents, estimating 67% support from voters. Additionally, he suggested exploring revenue from fiber optic transmission cables along the tracks.

**MOTION:** Director Sackett moved approval of the Consent Agenda Items as presented. Director Farac was second. The motion carried 10-0 (Chair Lucan and Vice Chair Bagby absent)

7. Update on the San Rafael Transit Center Relocation Project – *Presented by Chief Engineer, Bill Gamlen*

Chief Engineer Bill Gamlen welcomed Ron Dowling and Ray Santiago from Golden Gate Transit to present an update on the relocation of the downtown transit center in San Rafael. Ron Dowling, accompanied by Adam Dankberg from Kimley-Horn Consultants, and Mara Baum, an architect urban designer with DIALOGUE, delivered a PowerPoint presentation, now available on SMART's website. Highlights include:

#### Update: The San Rafael Transit Center Relocation Project:

- Role of the transit center:
  - The Transit center in downtown San Rafael is heavily used, with more bus transit trips now than pre-pandemic.
  - Marin Transit altered their service to better serve local riders, increasing number of trips
  - Over 9,000 daily boardings at the transit center
  - Roughly half using center for transfers, half going to/from downtown San Rafael
  - Transit center is critical for serving disadvantaged residents' commute needs.
  - Almost half of riders are low income, and a strong majority are minorities
  - Transit center is crucial for meeting basic needs of disadvantaged residents
- New Transit Center needed due to challenges with current transit center:
  - Located across Third Street from the SMART station.
  - Challenges with transfers between SMART and existing bus bays.
  - Extension of SMART phase 2 reduced flexibility.
  - Rail tracks built through middle of transit center, disrupting key linkages.
- Additional issues:
  - High traffic volumes and collision histories at the Atherton and Third intersection.
  - Challenging pedestrian access.
- Need for a new center to merge all bus services with SMART services on same block.
- Project schedule overview:
  - This phase of effort initiated around 2018 to identify potential transit center sites.
  - Environmental analysis was conducted, leading to Board approval of CEQA environmental impact report in December 2022.
  - Community engagement and preliminary design advancement is ongoing, targeting completion by 2024.
- Recent progress:

- Community Design Advisory Group (CDAG) convened; public meetings held throughout 2023.
- Collaboration with Federal Transit Administration for NEPA clearance.
- Preliminary engineering advancement and key design solutions addressed with city of San Rafael, Marin Transit, SMART, and other stakeholders.
- 2023 Public Engagement Activities
  - Facilitated engagement events from June to December last year.
  - Two parallel streams: community design advisory group and public events.
  - Public events included bilingual open houses (English and Spanish) and public events with Canal Alliance that were entirely in Spanish.
  - Narrowed down ideas over 6 months.
  - Reached a conceptual design approach, to be shared today.
- Community Open House:
  - Over 50 attendees at each event
  - Received over a hundred individual handwritten comments
  - Survey responses issued with the first meeting
  - Published "what we heard" document on project website
- Partnership with Canal Alliance:
  - Conducted two community open houses in August and December
  - Solicited questions and ideas from community members
  - Hosted two Facebook live events with Spanish speakers; events received over a thousand views.
  - In-person Promotors gathered feedback at the Transit station and other events
- CDAG convened over a 6-month period, meeting 4 times to discuss the transit center's design.
- The group aimed to gather diverse perspectives and ideas for the project.
- Participants engaged in open dialogue, sharing opinions, and reaching consensus on key directions.
- This process was deemed meaningful due to direct engagement between stakeholders and transit users.
- Consensus reached during CDAG meetings has influenced project direction moving forward.
- Overview of preliminary design rendering presented
  - Site location described, including the Citibank building and parking lot.
  - Description of SMART Tracks and San Rafael SMART Station.
  - Explanation of the relocation of the Whistle Stop building.
  - Community interest in returning to the railroad era style noted.
  - Portions of the original building to be relocated for historical preservation.
  - Commitment to integrating historical elements into the new customer service building.
- Key design topics focused: configuration, bicycle facilities, roadways.

### Comments

Director Colin expressed gratitude for the recent road show, emphasizing its importance in connecting with various agencies. She deferred detailed discussions until March but requested specific examples of community and rider feedback, particularly regarding design changes. She sought clarification on the project's approval process, highlighting its complexity. Adam Dankberg briefly addressed concerns raised during the CDAG, focusing on rider comfort regarding canopy

height and shelter from weather. He mentioned balancing landscaping with rider needs for comfort. Ron Dowling emphasized collective involvement in securing project approvals and funding, highlighting ongoing updates to the council. Director Colin commended the team's enhanced community outreach efforts, noting their positive impact on the project's development.

Director Garbarino thanked everyone for their efforts.

Director Paulson inquired about any plans for increasing throughput and future-proofing the depots for changing transportation needs, including electrification, over the next decade or two. Ron Dowling explained that while the new design doesn't expand the number of bus bays, it enhances operational efficiency. Buses must adhere strictly to schedules without delays due to traffic or boarding issues, ensuring smoother operations. The new facility will facilitate easier maneuvering around delayed buses and accommodate larger buses, alleviating current constraints. This design flexibility allows for future service expansion to meet growing ridership demands.

Director Sackett expressed appreciation for the opportunity to review the project multiple times, emphasizing the importance of collaboration in addressing transit challenges such as street circulation and congestion. She highlighted the need for a comprehensive approach considering both surface street and freeway access. Additionally, she stressed the importance of accommodating future riders, particularly younger generations interested in alternative transportation. However, she expressed disappointment in the omission of elevated SMART platforms from the schematics, noting their significant impact on the design. Ron Dowling reassured that details like elevated platforms would be addressed in preliminary engineering, clarifying that the presented slides offered a bird's-eye view from a considerable height.

Director Pahre thanked Ron Dowling. She acknowledged the significant progress made in the project compared to its initial stages, crediting the improvement to the involvement of various organizations and consultants.

Director Rabbitt expressed gratitude for the community outreach efforts and highlighted the potential of the transit infrastructure for the future. Ron Dowling mentioned upcoming plans, including alternative fuels and bus electrification. Lead certification for the new facility was also discussed. Both expressed appreciation for the opportunity to present.

8. Adopt a Resolution Amending Resolution No. 2023-23, the Fiscal Year 2024 Adopted Budget, reducing the spending authority by \$14,164,629 from \$134,913,965 to \$120,749,336 - *Presented by Chief Financial Officer, Heather McKillop*

Chief Financial Officer, Heather McKillop, provided a PowerPoint presentation which is posted on the SMART's website. Highlights include:

Fiscal Year 2024 Amended Budget

- Passenger Rail Revenue Changes:
  - Beginning fund balance for FY24 increased by \$51.5 million.
  - Sales tax forecast adjusted slightly downward.

- Federal funds are being moved to the next year.
- State funds reallocated, with \$5.3 million not spent in FY24.
- \$500,000 added for shuttle service at Sonoma County Airport.
- Expenditures:
  - Reduction in salaries charged to projects due to fund reallocation.
  - Administrative costs allocated to freight reduced.
  - Increased budgeting for expenses related to shuttle service.
  - IT maintenance costs adjusted.
  - Environmental projects deferred to FY25.
- Capital Projects:
  - Shifting design and construction costs to FY25.
  - Healdsburg extension funds partially moved to FY25.
  - Design and permitting work extended into FY25.
- Freight Revenue Changes:
  - Fund balance increased by \$400,000.
  - Utilized of \$1.4 million State grant.
  - Short Line grant reduced due to lack of matching funds.
  - Freight movement fees decreased to \$800,000.
  - Lease budget decreased based on actual collections.
  - Storage fees increased due to new customer (Caltrain).
  - Higher 45G tax credit received.
- Freight Expenditure Changes:
  - Savings identified in services and supplies.
  - Phase 2 Brazos Branch Bridge construction deferred due to lack of funding.
  - Bridge timber project costs increased by \$20,000.
- Position Authorization:
  - 17 title changes implemented without financial impact.
  - One limited term position added for recruitment purposes.
- Appropriation:
  - Reduction in spending authority from \$134.9 million to \$123.5 million (corrected from \$14.1 million reduction).

### Comments

Director Rabbitt emphasized the challenge of addressing freight issues in the upcoming fiscal year. General Manager Cumins acknowledged the importance of leveraging storage tracks for profit but highlighted the difficulty in filling the gap. Director Rabbitt expressed appreciation for budget adjustments reflecting the current challenges.

Director Coursey inquired about the potential for additional revenue from Caltrain storage contracts and vegetable oil storage. General Manager Cumins explains that Caltrain initially plans to bring in 39 cars and locomotives, with more possibly coming later depending on sales turnover. For vegetable oil storage, a broker expressed interest, but details are pending. Coursey raised concerns about revenue bridging the \$300,000 deficit, to which General Manager Cumins clarified that \$25,000 from Caltrain is factored into projections for April to June. Director Coursey acknowledged the effort.

Director Pahre inquired about the varying income generated by different types of cars. General Manager Cumins confirmed, explaining that rates vary based on the type of car. Rates range from \$6 to \$15 per day, with LPG tankers at the higher end.

Director Fudge asked if the salary schedule revision resulting from the compensation studies had been delayed until July 1st. General Manager Cumins clarified that it was not delayed, explaining that it would be done in two phases: reclassification and funding through the budget, with the compensation aspect addressed during the budget process. Director Fudge inquired about ongoing meetings and explanations with employees, to which General Manager Cumins confirmed.

**MOTION:** Director Rogers moved for approval to adopt a resolution amending Resolution No. 2023-23, the Fiscal Year 2024 Adopted Budget, reducing the spending authority by \$14,164,629 from \$134,913,965 to \$120,749,336 as presented. Director Garbarino second. The motion carried 10-0 (Chair Lucan and Vice Chair Bagby absent).

Public Comments on Closed Session Agenda Item 9

Steve Birdleough commended the staff for progress on the project, noting a March 1st deadline. He expressed concern about potential delays and associated risks, citing accidents occurring every 8 months on Guerneville Road or College Avenue. He emphasized the importance of advancing the Jennings Bicycle Boulevard to mitigate such risks.

Director Rogers disclosed that, in line with customary procedures, he had already reviewed the items discussed in closed session. He further mentioned his intention to recuse himself from the closed session discussion for the SMART board.

Director Rabbitt adjourned the Board to Closed Session at 3:12 pm on the following:

9. Conference with Legal Counsel regarding existing litigation pursuant to California Government Code Section 54956.9(a); Number of cases: (3)
  - 1) James Duncan v. Sonoma-Marin Area Rail Transit; City of Santa Rosa, Real Party in Interest; County of Sonoma, Real Party in Interest; Sonoma County Superior Court Case No. SCV-266092; First Dist. Court of Appeal Case No. A165783
  - 2) James Duncan v. SMART; CPUC No. C.21-06-011
  - 3) Application of City of Santa Rosa for a Crossing at Jennings Avenue; CPUC No. A.15-05-014
10. Report Out Closed Session

District Counsel Sutherland reported out of Closed Session at 4:33 pm on the following:

Conference with Legal Counsel regarding existing litigation pursuant to California Government Code Section 54956.9(a); Number of cases: (3)

- 1) James Duncan v. Sonoma-Marin Area Rail Transit; City of Santa Rosa, Real Party in Interest; County of Sonoma, Real Party in Interest; Sonoma County Superior Court Case No. SCV-266092; First Dist. Court of Appeal Case No. A165783
- 2) James Duncan v. SMART; CPUC No. C.21-06-011

3) Application of City of Santa Rosa for a Crossing at Jennings Avenue; CPUC No. A.15-05-014  
*Report out: No reportable Action Taken*

11. Next Regular Meeting Board of Directors, March 20, 2024 – 1:30 PM -5401 Old Redwood Highway.  
1<sup>st</sup> Floor, Petaluma, CA 94954

12. Adjournment – Meeting adjourned at 4:35pm

Respectfully submitted,

Cassandra Perez  
Administrative Assistant

Approved on: \_\_\_\_\_



**Eric Lucan, Chair**  
Marin County Board of Supervisors

**Melanie Bagby, Vice Chair**  
Sonoma County Mayors' and Councilmembers Association

**Kate Colin**  
Transportation Authority of Marin

**Chris Coursey**  
Sonoma County Board of Supervisors

**Rachel Farac**  
Transportation Authority of Marin

**Debora Fudge**  
Sonoma County Mayors' and Councilmembers Association

**Patty Garbarino**  
Golden Gate Bridge,  
Highway/Transportation District

**Barbara Pahre**  
Golden Gate Bridge,  
Highway/Transportation District

**Gabe Paulson**  
Marin County Council of Mayors and Councilmembers

**David Rabbitt**  
Sonoma County Board of Supervisors

**Chris Rogers**  
Sonoma County Mayors' and Councilmembers Association

**Mary Sackett**  
Marin County Board of Supervisors

**Eddy Cumins**  
General Manager

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[www.SonomaMarinTrain.org](http://www.SonomaMarinTrain.org)

April 3, 2024

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

**SUBJECT:** Monthly Ridership Report – February 2024

Dear Board Members:

**RECOMMENDATIONS:** Accept Monthly Ridership Report

**SUMMARY:**

We are presenting the monthly ridership report for activity for the month of February 2024. This report shows trends in ridership for SMART by tracking Totals, Average Weekday riders, and Average Saturday riders, Average Sunday/Holiday riders, as well as bicycles and mobility devices.

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

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

SMART's ridership data through February 2024 is posted on the SMART website (<https://sonomamarintrain.org/RidershipReports>).

**FISCAL IMPACT:** None

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

Respectfully,  
/s/  
Emily Betts  
Planning Manager

Attachment(s): Monthly Ridership Report – February 2024

## FEBRUARY 2024 SMART RIDERSHIP REPORT

February 2024 ridership remained strong, with average weekday ridership at 2,492, down 4% from January. Average Saturday and Sunday ridership increased by 26% and decreased by 15%, respectively, from the previous month. Total monthly ridership was 62,090, a 25% increase over last February, and 15% decrease from February 2020 (pre-COVID). February 2020 saw exceptionally high ridership due to the opening of the Larkspur extension and uncharacteristically good weather.

As a reminder, SMART modified services in March 2020 due to the COVID-19 pandemic, with weekend service annulled and weekday service reduced to 16 trips. In May 2021, SMART added back 10 weekday trips. Saturday service was restored in May 2021, and Sunday service in May 2022. In June 2022, SMART added 10 additional weekday trips, and in October 2022, SMART added 2 additional midday trips, for the current schedule of 38 trips per weekday. In May 2023, SMART added two evening trips on Friday and Saturday, known as the Starlighter. On October 2<sup>nd</sup>, SMART suspended the Starlighter service but increased weekend service, running 16 trips total on both Saturday and Sunday.

The tables below present data for February 2023 and 2024 year-over-year, and the Fiscal Year to date (July-February). Ridership for the fiscal year to date is up 36% over the same time period for FY23.

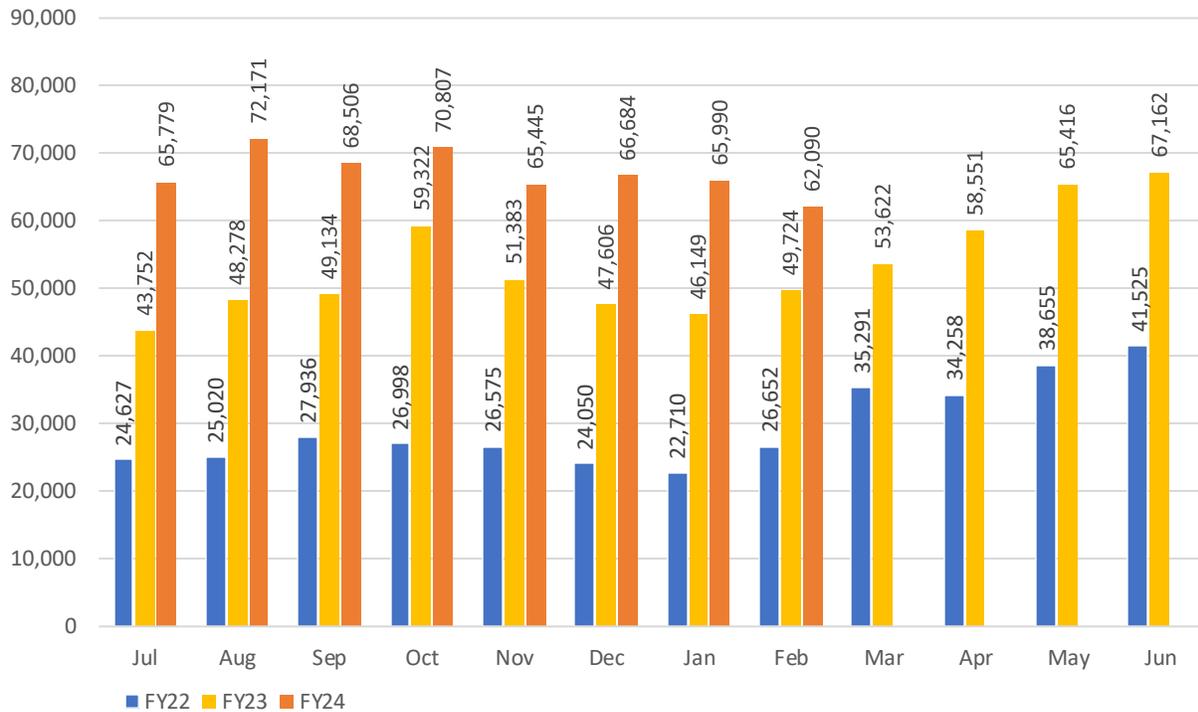
MONTHLY TOTALS YEAR-OVER-YEAR	FEB 2023	FEB 2024	% Change
Ridership	49,724	62,090	25%
Fare Payments (Clipper + App Only)	39,215	49,419	26%
Average Weekday Ridership	2,128	2,492	17%
Average Saturday Ridership	974	1,484	52%
Average Sunday Ridership	819	958	17%
Bicycles	6,638	7,350	11%
Mobility Devices	67	128	91%

FISCAL YEAR (Jul - Feb)	Fiscal Year 2023	Fiscal Year 2024	% Change
Ridership	395,348	537,472	36%
Fare Payments (Clipper + App Only)	329,426	418,932	27%
Average Weekday Ridership	1,985	2,652	34%
Average Saturday Ridership	966	1,403	45%
Average Sunday Ridership	790	1,127	43%
Bicycles	59,658	73,598	23%
Mobility Devices	1,152	1,170	2%

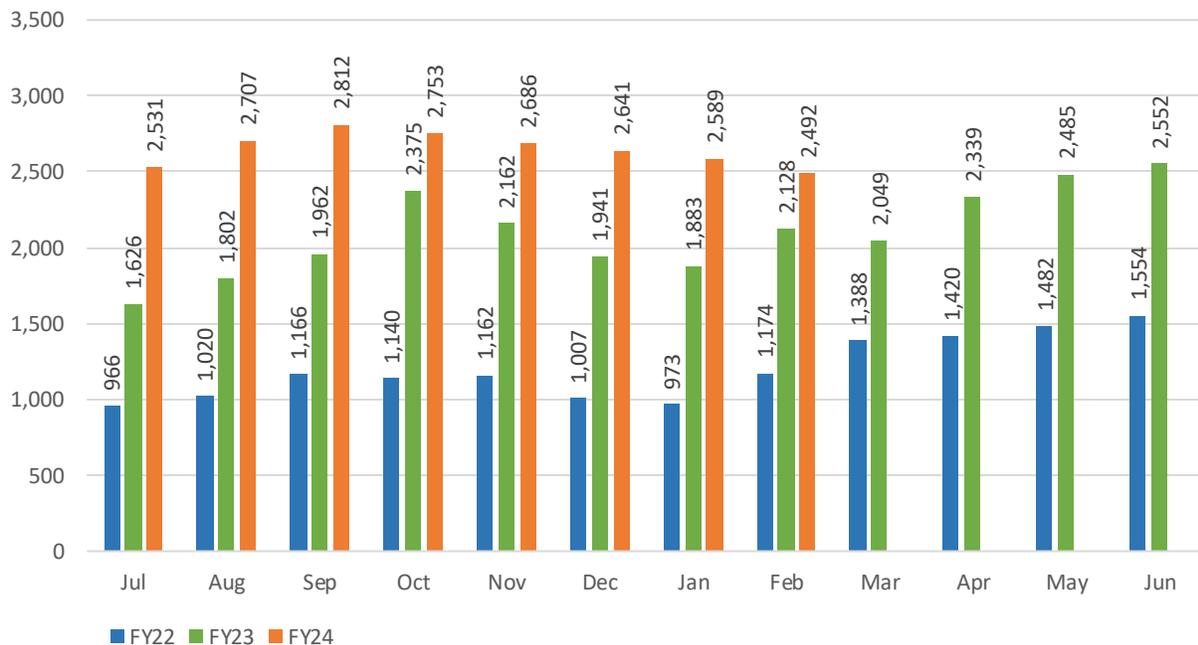
# FEBRUARY 2024 SMART RIDERSHIP REPORT

The following charts compare the average weekday ridership, average weekend ridership, boardings by day of week, and monthly totals for FY22-FY24.

### SMART Monthly Ridership (FY22 - FY24)

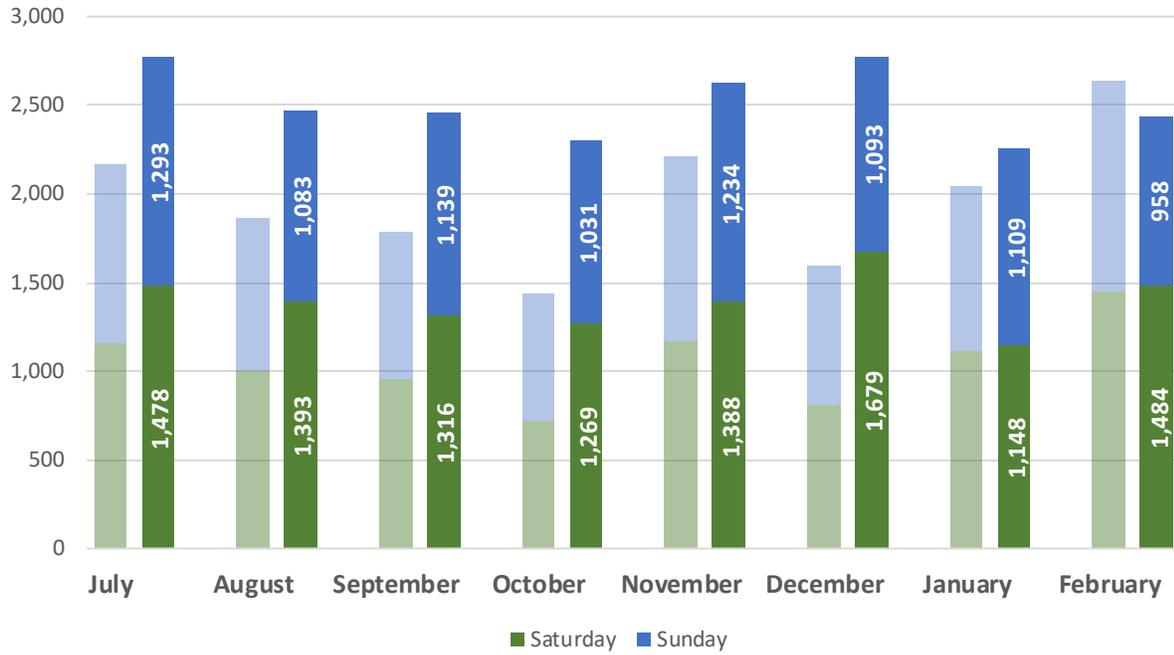


### SMART Average Weekday Ridership (FY22 - FY24)



# FEBRUARY 2024 SMART RIDERSHIP REPORT

### Average Weekend Boardings (FY19 v FY24)





**Eric Lucan, Chair**  
Marin County Board of Supervisors

**Melanie Bagby, Vice Chair**  
Sonoma County Mayors' and Councilmembers Association

**Kate Colin**  
Transportation Authority of Marin

**Chris Coursey**  
Sonoma County Board of Supervisors

**Rachel Farac**  
Transportation Authority of Marin

**Debora Fudge**  
Sonoma County Mayors' and Councilmembers Association

**Patty Garbarino**  
Golden Gate Bridge,  
Highway/Transportation District

**Barbara Pahre**  
Golden Gate Bridge,  
Highway/Transportation District

**Gabe Paulson**  
Marin County Council of Mayors and Councilmembers

**David Rabbitt**  
Sonoma County Board of Supervisors

**Chris Rogers**  
Sonoma County Mayors' and Councilmembers Association

**Mary Sackett**  
Marin County Board of Supervisors

**Eddy Cumins**  
General Manager

5401 Old Redwood Highway  
Suite 200  
Petaluma, CA 94954  
Phone: 707-794-3330  
Fax: 707-794-3037  
[www.SonomaMarinTrain.org](http://www.SonomaMarinTrain.org)

April 3, 2024

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

**SUBJECT:** Monthly Financial Status

Dear Board Members:

**RECOMMENDATION:** Approval of Monthly Financial Reports

**SUMMARY:**

We have provided budgeted revenues and actual expenditures for both passenger rail and freight in separate charts in the attached document. The actual column reflects revenues and expenditures for the first seven (7) months of Fiscal Year 2024 (July – January). In addition, for passenger rail, we have shown more detail regarding sales tax and fare revenues to show current and comparative information over the last five years.

Information on the approved budget, actual expenditures, and remaining budget have been provided. Please keep in mind that expenditures do not always occur on a straight-line basis, many large expenditures such as debt service only occur on specific intervals.

We have also included information regarding SMART's investment policy, where our funds are being held, and how much is currently being held. In addition, we have shown the current obligations, reserves, and fund balance requirements for FY 2024.

Sincerely,

/s/  
Heather McKillop  
Chief Financial Officer

Attachment(s):

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



**MONTHLY FINANCIAL STATUS  
JANUARY 2024**

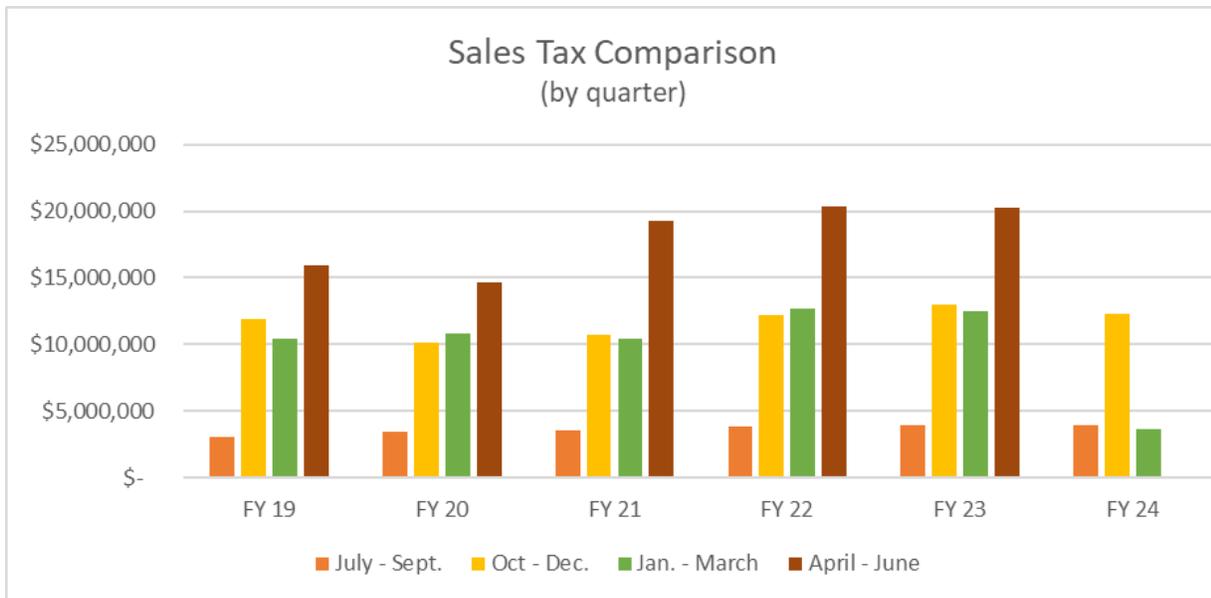
**PASSENGER REVENUES**

	<b>FY 2023-24 Approved Budget</b>	<b>Actual</b>	<b>Amount Over / (Under) Budget</b>
<b>Revenues</b>			
<b>Passenger Rail</b>			
Sales/Use Taxes	\$ 51,103,000	\$ 19,903,566	\$ (31,199,434)
Interest and Lease Earnings	\$ 1,121,647	\$ 1,838,488	\$ 716,841
Miscellaneous Revenue	\$ 5,659	\$ 310,758	\$ 305,099
Passenger Fares	\$ 1,803,384	\$ 1,295,799	\$ (507,585)
Parking Fares	\$ 15,000	\$ 6,374	\$ (8,626)
State Grants	\$ 53,060,115	\$ 2,014,581	\$ (51,045,534)
Charges For Services	\$ 75,637	\$ 64,558	\$ (11,079)
Federal Funds (Non-COVID Relief)	\$ 7,984,543	\$ 988,444	\$ (6,996,099)
Other Governments	\$ 5,014,821	\$ 298,203	\$ (4,716,618)
<b>Passenger Rail Subtotal</b>	<b>\$ 120,183,806</b>	<b>\$ 26,720,771</b>	<b>\$ (93,463,035)</b>

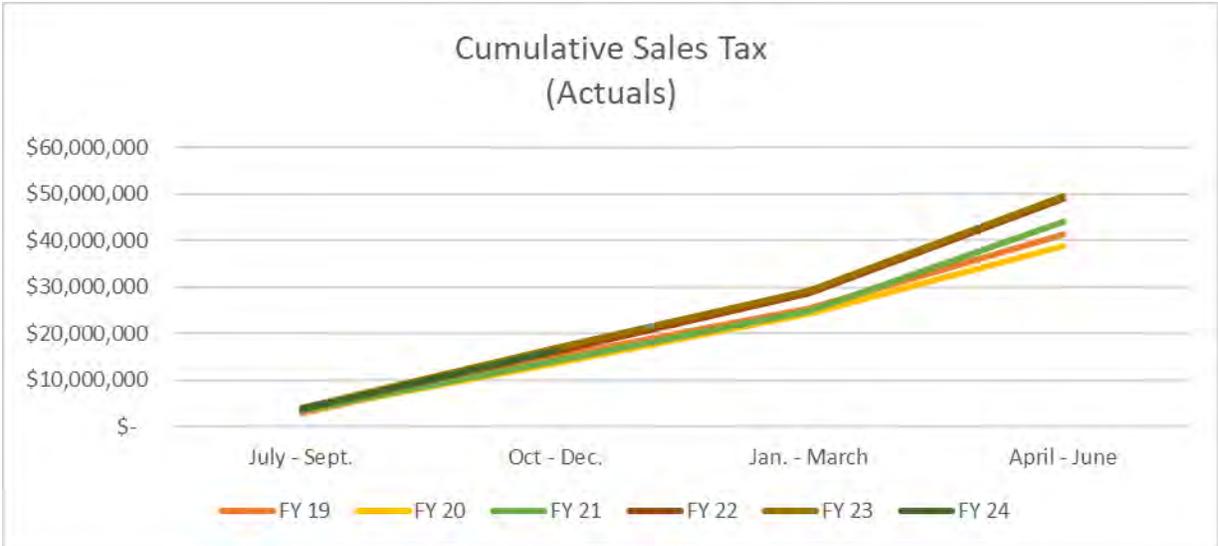
**Measure Q Sales Tax  
Fiscal Year (FY) 2023/2024**

Time Period	July - Sept.	Oct - Dec.	Jan. - March	April - June
Forecasted FY Sales Tax	\$ 3,900,000	\$ 13,000,000	\$ 13,500,000	\$ 20,703,000
Actual	\$ 3,942,911	\$ 12,335,899	\$ 3,624,756	
Difference	\$ 42,911	\$ (664,101)	\$ (9,875,244)	\$ (20,703,000)

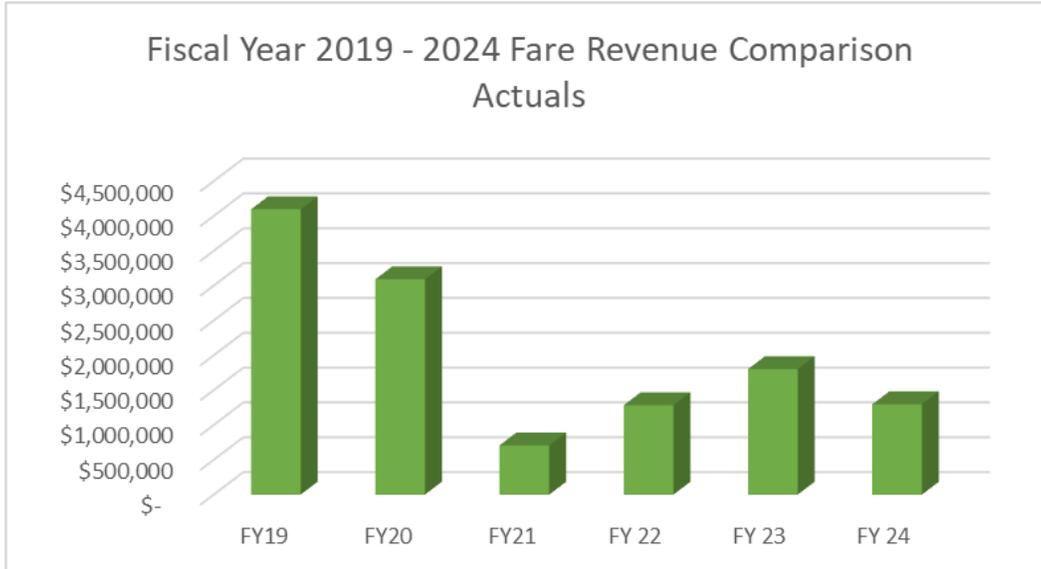
**Fiscal Year 2019-2024 Net Sales Tax Comparison  
(by Quarter)**



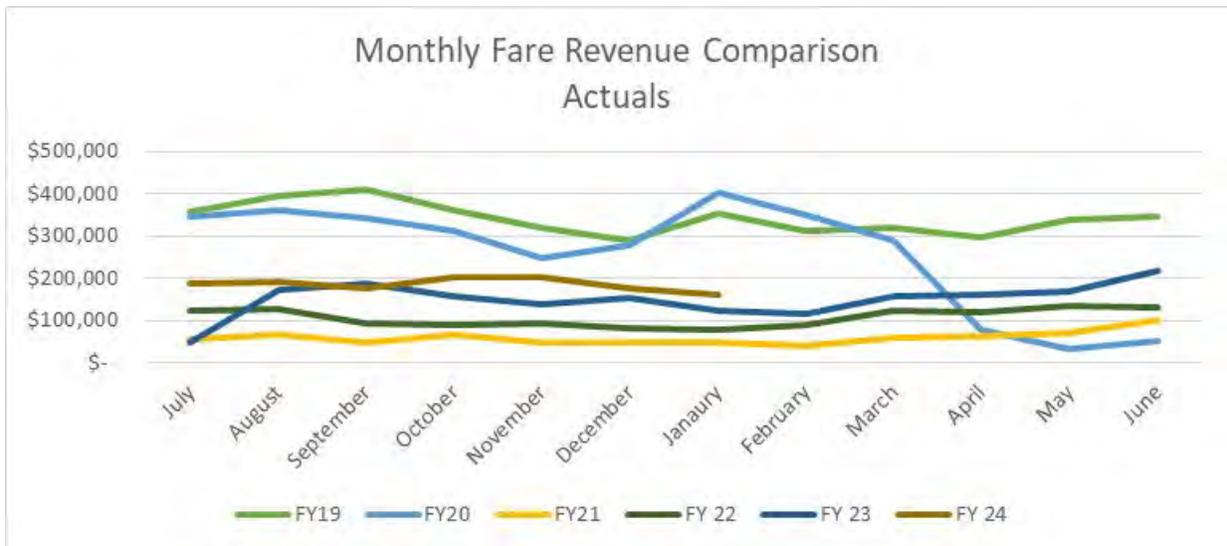
### Fiscal Year 2019-2024 Cumulative Sales Tax Comparison



### Fiscal Year 2019-2024 Fare Revenue Comparison



### Fiscal Year 2019-2024 Monthly Fare Revenue Comparison



## PASSENGER EXPENDITURES

	FY 2023-24 Approved Budget	Actual	Amount Over / (Under) Budget
<b>Passenger Expenditures</b>			
<b>Administration</b>			
Salaries & Benefits	\$ 6,560,493	\$ 3,418,504	\$ (3,141,989)
Services & Supplies	\$ 12,347,727	\$ 3,987,694	\$ (8,360,033)
<b>Administration Subtotal</b>	<b>\$ 18,908,220</b>	<b>\$ 7,406,198</b>	<b>\$ (11,502,022)</b>
<b>Operations</b>			
Salaries & Benefits	\$ 18,782,237	\$ 9,984,110	\$ (8,798,127)
Services & Supplies	\$ 6,994,561	\$ 2,754,901	\$ (4,239,660)
<b>Operations Subtotal</b>	<b>\$ 25,776,798</b>	<b>\$ 12,739,011</b>	<b>\$ (13,037,787)</b>
<b>Capital</b>			
Salaries & Benefits	\$ 366,966	\$ 417,176	\$ 50,210
Services & Supplies	\$ 10,027,004	\$ 724,787	\$ (9,302,217)
<b>Capital Subtotal</b>	<b>\$ 10,393,970</b>	<b>\$ 1,141,963</b>	<b>\$ (9,252,007)</b>
<b>Total Passenger Expenditures</b>	<b>\$ 55,078,988</b>	<b>\$ 21,287,172</b>	<b>\$ (33,791,816)</b>

<b>Passenger (Capitalized) Expenditures</b>			
Buildings & Capital Improvements	\$ 48,694,555	\$ 11,994,526	\$ (36,700,029)
Land	\$ -	\$ -	\$ -
Machinery & Equipment	\$ 4,316,688	\$ 941,327	\$ (3,375,361)
Infrastructure	\$ 7,380,325	\$ 129,238	\$ (7,251,087)
<b>Total Passenger (Capitalized) Expenditures</b>	<b>\$ 60,391,568</b>	<b>\$ 13,065,091</b>	<b>\$ (47,326,477)</b>

<b>Passenger Expenditures + Capitalized</b>	<b>\$ 115,470,556</b>	<b>\$ 34,352,263</b>	<b>\$ (81,118,293)</b>
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### FREIGHT REVENUES

	FY 2023-24 Approved Budget	Actual	Amount Over / (Under) Budget
<b>Revenues</b>			
<b>Freight</b>			
Sales/Use Taxes	\$ -		\$ -
Interest and Lease Earnings	\$ 415,000	\$ 118,047	\$ (296,953)
Miscellaneous Revenue	\$ 239,150	\$ 251,410	\$ 12,260
Freight Traffic	\$ 1,004,800	\$ 389,519	\$ (615,281)
Parking Fares	\$ -		\$ -
State Grants	\$ 740,000		\$ (740,000)
Charges For Services	\$ -		\$ -
Federal Funds (Non-COVID Relief)	\$ -		\$ -
Other Governments	\$ -	\$ -	\$ -
<b>Freight Subtotal</b>	<b>\$ 2,398,950</b>	<b>\$ 758,976</b>	<b>\$ (1,639,974)</b>

## FREIGHT EXPENDITURES

	FY 2023-24 Approved Budget	Actual	Amount Over / (Under) Budget
<b>Freight Expenditures</b>			
<b>Administration</b>			
Salaries & Benefits	\$ -	\$ -	\$ -
Services & Supplies	\$ -	\$ -	\$ -
<b>Administration Subtotal</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Operations</b>			
Salaries & Benefits	\$ 1,084,970	\$ 469,909	\$ (615,061)
Services & Supplies	\$ 948,734	\$ 369,724	\$ (579,010)
<b>Operations Subtotal</b>	<b>\$ 2,033,704</b>	<b>\$ 839,633</b>	<b>\$ (1,194,071)</b>
<b>Capital</b>			
Salaries & Benefits	\$ -	\$ -	\$ -
Services & Supplies	\$ 1,200,696	\$ 641,019	\$ (559,677)
<b>Capital Subtotal</b>	<b>\$ 1,200,696</b>	<b>\$ 641,019</b>	<b>\$ (559,677)</b>
<b>Total Freight Expenditures</b>	<b>\$ 3,234,400</b>	<b>\$ 1,480,652</b>	<b>\$ (1,753,748)</b>

<b>Freight (Capitalized) Expenditures</b>			
Buildings & Capital Improvements	\$ -	\$ -	\$ -
Land	\$ -	\$ -	\$ -
Machinery & Equipment	\$ -	\$ -	\$ -
Infrastructure	\$ -	\$ -	\$ -
<b>Total Freight (Capitalized) Expenditures</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

<b>Freight Expenditures + Capitalized</b>	<b>\$ 3,234,400</b>	<b>\$ 1,480,652</b>	<b>\$ (1,753,748)</b>
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## CAPITAL PROJECTS

Capital Project Report	Jan-24				
	Total Project Budget	Expended in Prior Fiscal Years	Budgeted in FY24	Remaining to be Budgeted in Future Years	Project Status
<b>PASSENGER RAIL PROJECTS</b>					
Windsor Extension	\$ 70,000,000	\$ 24,256,464	\$ 27,256,464	\$ 18,487,072	Under construction.
Windsor to Healdsburg Extension	\$ 160,400,000	\$ -	\$ 5,000,000	\$ 155,400,000	Preliminary work is planned to start in 2024.
Sonoma County Pathway Connector Project Design: Petaluma to Penngrove & Rohnert Park to Santa Rosa	\$ 4,871,770	\$ 3,179,720	\$ 1,692,050	\$ -	These pathway segments have been combined with the construction of the Petaluma North Station.
Marin & Sonoma Pathway Design & Permitting	\$ 10,660,900	\$ 3,388,763	\$ 6,423,957	\$ 848,180	Conducting engineering design to prepare for construction and pursuing environmental permits.
McInnis Pkwy. at Bridgewater Dr. to Smith Ranch Rd. Construction	\$ 4,658,878	\$ -	\$ 4,658,878	\$ -	Under construction.
Joe Rodota to 3rd St. Design and Construction	\$ 450,779	\$ 45,688	\$ 404,991	\$ -	In design - Construction will depend on grant execution.
Hannah Ranch Rd to Vintage Way Pathway Construction	\$ 2,259,272	\$ -	\$ 246,466	\$ 2,012,806	Design and permitting are underway.
Guerneville Rd to Airport Blvd Pathway Construction	\$ 14,595,629	\$ -	\$ 23,100	\$ 14,572,529	Pursuing NEPA clearance, construction moved to future year.
Puerto Suello Pathway	\$ 708,227	\$ -	\$ 708,227	\$ -	Preparing a Request for Proposal (RFP) to hire a design consultant.
Petaluma North Station	\$ 39,088,170	\$ 1,315,027	\$ 16,745,002	\$ 21,028,141	Construction is underway. The contract includes the construction of the Sonoma County Pathway projects.
Payran to Lakeville Pathway - Design & Construction	\$ 1,209,818	\$ 1,018,674	\$ 191,144	\$ -	Construction is complete.
Basalt Creek Timber Bridge Replacement	\$ 630,103	\$ 120,978	\$ 67,965	\$ 441,160	Finalizing design and working with regulatory agencies to secure environmental permits.
San Antonio Tributary Timber Trestle Replacement	\$ 1,075,264	\$ 130,201	\$ 68,493	\$ 876,570	Finalizing design and working with regulatory agencies to secure environmental permits.
<b>FREIGHT RAIL PROJECTS</b>					
Brazos Branch Bridge Repairs	\$ 1,812,234	\$ 711,538	\$ 1,100,696	\$ -	Construction is complete for the first phase, design work on the second phase has started.

## INVESTMENTS

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

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

<u>Cash On Hand</u>	
Bank of Marin	\$ 35,301,705
Sonoma County Investment Pool *	\$ 89,883,703
<b>Total Cash on Hand</b>	<b>\$ 125,185,408</b>
<u>Reserves</u>	
Self-Insured	\$ 2,370,675
OPEB/ CalPERS	\$ 4,574,676
Operating Reserve	\$ 11,278,617
Capital Sinking Fund	\$ 10,625,000
Corridor Completion	\$ 7,000,000
<b>Total Reserves</b>	<b>\$ 35,848,968</b>
Cash Balance	\$ 89,336,440
Less: Current Encumbrances	\$ 7,899,976
Balance	\$ 81,436,464
<b>Less: Estimated FY24 Year-end Fund Balance</b>	<b>\$ 28,524,789</b>
<b>Remaining Balance</b>	<b>\$ 52,911,675</b>
* Doesn't include trustee accounts	



# Contract Summary

Active contracts as of January 31, 2024

## PASSENGER RAIL

Contractor	Scope	Fiscal Year 23/24 Projected	Fiscal Year 23/24 Actuals
A.J. Janitorial Service	Janitorial Services for all Stations, Roblar, ROC, and Fulton	\$ 114,000	\$ 63,980
Ai-Media Technologies, LLC	Closed-Captioning Services	\$ 450	\$ 450
Alcohol & Drug Testing Services, LLC	DOT and FRA-regulated Drug and Alcohol Testing Services	\$ 36,000	\$ 24,808
Allen, Glaessner, Hazelwood LLP	Legal Services for Litigation and Rail Transit Issues	\$ 89,445	\$ 26,986
Alliant Insurance Services	Insurance Brokerage and Risk Management Services	\$ 70,000	\$ 22,207
American Rail Engineers Corporation	Railroad Bridge Inspections, Bridge Engineering, and Related Services	\$ 40,000	\$ 12,891
Argonaut Constructors	Parking Lot Improvements at Petaluma Downtown Station	\$ 14,925	\$ 14,925
Asbury Environmental Services (AES)	Hazardous and Non-Hazardous Waste Removal and Disposal Services	\$ 625	\$ 625
Becoming Independent	Emergency Bus Bridge Services	\$ 19,051	\$ 7,800
BKF Engineers Inc.	Design and Engineering Services for MUP Segments in Sonoma and Marin Counties	\$ 952,426	\$ 420,244
Bolt Staffing Service, Inc.	Temporary Staffing Services	\$ 30,000	\$ -
Bright Star Security, Inc.	Security Patrol at SMART's Cal Park Tunnel	\$ 11,208	\$ 6,443
Business Training Library, LLC	Cloud-Based Learning Courses	\$ 5,431	\$ 5,431
Cal Interpreting & Translations	Real Time Translation and Related Services	\$ 5,000	\$ -
Charlie Gesell Photography	Photography for Petaluma North Groundbreaking	\$ 625	\$ 625
Cinquini & Passarino, Inc.	Right-of-Way Land Surveying and Related Services	\$ 6,480	\$ 6,480
Code 3 Entertainment Services, LLC	Microtransit Operations and Maintenance Services	\$ 375,000	\$ 255,731
CSW/Stuber-Stroeh Engineering Group	Design and Engineering Services for 5 MUP Segments in Marin County	\$ 979,435	\$ 154,422
CSW/Stuber-Stroeh Engineering Group	Design and Engineering for Petaluma North Station, N. McDowell Grade Crossing, Segments 2 & 3 Pathway	\$ 510,205	\$ 58,320
Doc Bailey Construction Equipment, Inc.	Hi Rail Vehicle Inspection, Maintenance, Repair, and Certification Services	\$ 9,600	\$ 4,800
Doug Williams	Fire and Life Safety Consultant	\$ 2,035	\$ 555
Dr. Lance O'Connor	Occupational Health Screening Services	\$ 5,000	\$ 1,875
Dunnigan Psychological & Threat Assessments, LLC	Employment-Related Psychological Evaluation Services	\$ 25,000	\$ 11,500
Eide Bailly LLP	Financial Audit Services	\$ 58,300	\$ 46,000
eLock Technologies, LLC	Station Bike Lockers - Ongoing Maintenance and Support Services	\$ 13,130	\$ 8,528
Empire Cleaners	Operations Uniform Dry Cleaning, Laundering, and Related Services	\$ 18,000	\$ 5,687
Foster & Foster (formerly Demsey, Filliger, & Associates, LLC)	GASB Pension Compliance Services (Actuarial Calculations)	\$ 4,750	\$ 4,250
Gallagher Benefit Services, Inc.	Classification and Compensation Study Services	\$ 49,875	\$ 49,875
Gary D. Nelson Associates, Inc.	Temporary Staffing and Placement Services	\$ 70,000	\$ 63,679
George Hills Company, Inc.	Third Party Claims Administration Services	\$ 40,000	\$ 6,352
Ghilotti Bros, Inc.	Construction of Non-Motorized Pathway - Lakeville to Payran	\$ 191,144	\$ 167,192
Ghilotti Bros, Inc.	Construction of NMP McInnis to Smith Ranch	\$ 3,490,399	\$ 1,327,012
Golden Five, LLC	Microsoft 365 Consulting Services	\$ 49,800	\$ 31,426
GP Crane & Hoist Services	Cal/OSHA Inspection Services	\$ 2,200	\$ 2,200
Granicus, Inc.	Media Streaming and Internet Broadcasting Services	\$ 12,860	\$ 12,860
Hanford A.R.C.	Implementation and Monitoring, San Rafael Creek Riparian Enhancement Project	\$ 33,558	\$ 20,822
Hanford A.R.C.	Maintenance and Monitoring the the Las Gallinas Creek Watershed Riparian Enhancement Planting	\$ 16,188	\$ 8,393
Hanson Bridgett LLP	Legal Services - Union Negotiations	\$ 100,000	\$ 9,971
HCI Systems, Inc.	Fire Equipment Inspection and Certification	\$ 2,406	\$ 1,266
Holland Company	Track Geometry and Measurement Services	\$ 24,375	\$ 24,375
Hunt and Sons, Inc.	Bulk Delivery of Motor Oil (15W40)	\$ 24,000	\$ 13,181
Integrated Security Controls, Inc.	CCTV Maintenance and Support	\$ 28,261	\$ 3,725
Intelligent Technology Solutions, LLC	Maximo SaaS Development, Implementation, and Related Services	\$ 169,683	\$ 169,683
JC & BB3 Enterprises, Inc.	Installation of Window Decals on DMUs	\$ 1,298	\$ 1,068
JMA Civil, Inc.	On-Call Civil & Rail Engineering Design Services	\$ 46,494	\$ 44,812

Khouri Consulting, LLC	California State Legislative and Advocacy Services	\$	120,000	\$	60,000
LC Disability Consulting	Disability Access Consulting	\$	10,000	\$	2,000
LeaseQuery, LLC	Lease Software Licensing and Software Support Services	\$	10,596	\$	-
Leete Generators	Generator Inspection and Maintenance Services	\$	2,700	\$	2,481
Lisa Wolper, LCSW, SAP	Substance Abuse Professional Services	\$	2,100	\$	1,300
Masabi LLC	SMART Mobile Ticketing Pilot Project	\$	32,430	\$	28,500
MaxAccel	Compliance Management Software Design/Implementation/Asset Management	\$	29,295	\$	19,917
MaxAccel	Learning Management System	\$	15,700	\$	8,880
Militus, Inc.	Cybersecurity and Network Threat Analysis and Assessment	\$	40,000	\$	40,000
Mission Linen Supply	Employee Uniform Rentals	\$	34,000	\$	19,644
Mission Linen Supply	Laundry and Dry Cleaning for SMART-Owned Uniforms	\$	10,000	\$	-
Modern Railway Systems, Inc.	Monitoring and Maintenance SMART's Communications Network and TDX System	\$	94,000	\$	54,367
Modern Railway Systems, Inc.	Design and Construction of Systems Improvements for the Windsor Extension Project	\$	6,969,618	\$	2,069,795
MuniServices, LLC	Sales Tax Recovery Services	\$	38,444	\$	12,950
Netspeed Solutions, Inc.	SMART Phone System Maintenance	\$	11,867	\$	11,867
North Bay Bottling (Alex Ruiz Sr.)	Drinking Water Delivery Service	\$	2,900	\$	513
North Bay Petroleum	Provision of Fuel for DMUs	\$	1,316,697	\$	898,107
Nossaman LLP	Litigation, Rail Transit Issues, and other related legal services	\$	287,933	\$	121,388
Occupational Health Centers of CA	Pre-Employment Evaluation Services	\$	42,000	\$	5,590
Olson Remcho	Legal Services Related to Ordinances and Taxes	\$	5,000	\$	3,867
Oracle	Fusion ERP System	\$	200,000	\$	94,119
Parodi Investigative Solutions	Pre-Employment Background Investigation Services	\$	25,000	\$	11,800
PFM Financial Advisors, LLC	Financial Advisory Services	\$	20,000	\$	-
Portola Systems, Inc.	SMART Station Network Maintenance and Configuration Services	\$	260,000	\$	225,722
Precision Wireless	Tech Support and Maintenance for Land Mobile Radio	\$	31,500	\$	4,070
Sherwood Electromotion, Inc.	Overhaul Services for SMART's Permanent Magnet Alternators	\$	29,500	\$	12,080
Sierra-Cedar, LLC	Oracle Enterprise Resources Planning Software	\$	70,000	\$	33,172
Sierra-Cedar, LLC	Implementation of Projects and Grants Modules	\$	160,000	\$	1,624
Sonoma County Fleet Operation Division	Non-Revenue Fleet Vehicle Installation, Maintenance, and Repair Services	\$	56,000	\$	27,038
SPTJ Consulting, Inc.	Network Monitoring and Support Services	\$	202,419	\$	153,870
Stacy and Witbeck, Inc.	Design/Build Construction of Civil, Track & Structures of Windsor Extension	\$	19,556,503	\$	4,478,647
Stacy and Witbeck/Ghilotti Bros, A Joint Venture	Construction of Petaluma North Station Platform, Grade Crossing Reconstruction, and Pathway	\$	9,212,411	\$	1,161,497
Stacy and Witbeck/Ghilotti Bros, A Joint Venture	Paving Work for the City of Petaluma as Part of the Petaluma North Project	\$	806,102	\$	-
Survival CPR & First Aid, LLC	First Aid and CPR Training, AED Compliance Program Management	\$	11,300	\$	1,386
Swiftly, Inc.	AVL Mobile Application and Website Interface	\$	9,702	\$	9,702
TDG Engineering, Inc.	Wayfinding System Planning and Design for the SMART Pathway	\$	112,454	\$	59,731
The Routing Company	Furnish, Implement, and Maintain a Microtransit Software Platform	\$	45,662	\$	8,046
Triangle Properties, Inc.	SoCo Pathway Riparian Enhancement Implementation and Monitoring	\$	47,061	\$	41,546
Trillium Solutions, Inc.	Transit Feed Mapping Software	\$	1,890	\$	1,890
True Value Wholesale Hardware of Larkfield, Inc.	Tent Rental for Petaluma North Groundbreaking	\$	6,190	\$	6,190
Urban Transportation Associates, Inc.	Onboard Automatic Passenger Counter System Purchase, Install, and Software Implementation and Training	\$	9,200	\$	9,200
UTCAS, LLC	Wheel Pressing Services	\$	25,200	\$	25,200
Van Scoyoc Associates	Federal Lobbying Services	\$	30,000	\$	30,000
VenTek Transit Inc.	Fare Vending Machine Operations and Maintenance Services	\$	190,649	\$	150,066
Vista Broadband Networks, Inc.	Broadband Services	\$	9,000	\$	5,250
W.J.C. Electric, Inc. dba Hahn Automotive	Non-Revenue Vehicle Repair and Service	\$	15,000	\$	-
Web Master Designs, LLC	As-Needed Monitoring, Management, and Support Services for Public-Facing Websites	\$	10,000	\$	150
West Coast Arborists, Inc.	Tree Trimming and Tree Removal Services	\$	8,655	\$	4,875
WRA, Inc.	As-Needed Environmental Consulting Services	\$	168,185	\$	86,790
	TOTAL	\$	48,153,525	\$	13,128,281

**FREIGHT RAIL**

Contractor	Scope	Fiscal Year 23/24 Projected	Fiscal Year 23/24 Actuals
American Rail Engineers Corporation	Railroad Bridge Inspections, Bridge Engineering, and Related Services	\$ 44,439	\$ 32,167
American Rail Engineers Corporation	Brazos Phase 2 Bridge Design	\$ 20,000	\$ -

Cathcart Rail Holdco, LLC dba Cathcart Field Services, LLC	Running Repair Agent Inspection and Maintenance Services	\$	7,884	\$	7,870
Freight Rail Tracking Software	Freight Rail Tracking Software	\$	5,000	\$	2,441
GATX Rail Locomotive Group, LLC	Freight Locomotive Lease Agreement	\$	44,800	\$	28,122
Hue & Cry, Inc.	Security System at Schellville Depot	\$	1,000	\$	497
Koppers Railroad Structures, Inc.	Brazos Branch Timber Bridge Repairs - Phase I Contract	\$	660,696	\$	660,696
Lambertus J. Verstegen dba South West Locomotive Repair	Locomotive Maintenance and Repair	\$	10,000	\$	9,574
North Bay Petroleum	Provision of Fuel for Freight Locomotives	\$	90,000	\$	41,428
Summit Signal, Inc.	Inspection, Testing, and Maintenance Services for Signal Equipment Along Brazos Branch	\$	75,792	\$	41,125
Summit Signal, Inc.	Freight Call-Out Maintenance and Repair Services	\$	10,530	\$	9,975
Wine Country Sanitary, Inc.	Portable Toilet Rental and Maintenance	\$	1,571	\$	984
	<b>TOTAL</b>	<b>\$</b>	<b>971,712</b>	<b>\$</b>	<b>834,879</b>

Actuals-To-Date includes invoices that have been approved as of January 31, 2024, but may not have been processed in SMART's Financial System



**Eric Lucan, Chair**  
Marin County Board of Supervisors

**Melanie Bagby, Vice Chair**  
Sonoma County Mayors' and Councilmembers Association

**Kate Colin**  
Transportation Authority of Marin

**Chris Coursey**  
Sonoma County Board of Supervisors

**Rachel Farac**  
Transportation Authority of Marin

**Debora Fudge**  
Sonoma County Mayors' and Councilmembers Association

**Patty Garbarino**  
Golden Gate Bridge,  
Highway/Transportation District

**Barbara Pahre**  
Golden Gate Bridge,  
Highway/Transportation District

**Gabe Paulson**  
Marin County Council of Mayors and Councilmembers

**David Rabbitt**  
Sonoma County Board of Supervisors

**Chris Rogers**  
Sonoma County Mayors' and Councilmembers Association

**Mary Sackett**  
Marin County Board of Supervisors

**Eddy Cumins**  
General Manager

5401 Old Redwood Highway  
Suite 200  
Petaluma, CA 94954  
Phone: 707-794-3330  
Fax: 707-794-3037  
[www.SonomaMarinTrain.org](http://www.SonomaMarinTrain.org)

April 3, 2024

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

**SUBJECT:** Adopt a Resolution of Local Support and Compliance with Conditions to accept Regional Measure 3 Bridge Toll funds to complete construction of the SMART Windsor Extension – Windsor High School Underpass

Dear Board Members:

**RECOMMENDATION:**

Adopt Resolution No. 2024-08 authorizing the General Manager to accept \$2,800,000 in Regional Measure 3 North Bay Transit Access Improvements (RM3 Project #21) funds and agreeing to comply with Metropolitan Transportation Commission’s requirements to access the funds.

**SUMMARY:**

This staff report presents the required Metropolitan Transportation Commission (MTC) documents to be able to request programming and allocation of \$2,800,000 in Regional Measure 3 (RM3) Bridge Toll – North Bay Transit Access Improvement funds (RM3 Project #21) to the SMART Windsor Extension – Windsor High School Undercrossing Project.

**BACKGROUND:**

SMART is currently constructing the passenger rail and pathway extensions to the Town of Windsor (Town). The project includes the construction of track, pathway, drainage systems, bridges, communication systems, passenger station, park and ride lot, and train control system. Construction began in 2019 and was put on hold in early 2021 when the RM3 voter approved bridge toll funding litigation was appealed to the California Supreme Court. SMART had planned to request \$35 million of the \$40 million available through RM3 to the SMART Extension to Windsor and Healdsburg Project (RM3 Project #7) for construction of SMART Airport to Windsor and had requested authority to advance work against those funds. Instead, because of the legal appeal process timeline, the Windsor work was suspended. SMART secured State funding for the remainder of the work and resumed construction in December 2023.

During the design of the Windsor Extension, the Town requested that a pedestrian connection across the track be incorporated into the project to provide community connectivity in an area where grade crossings are over a mile apart, with schools and residences separated by the tracks.

Windsor High School is located near this grade separation project and there is existing pedestrian traffic in the area that will benefit. SMART incorporated a grade separated non-motorized undercrossing beneath the track as part of design of the bicycle and pedestrian pathway, with the design work funded by the Town of Windsor. SMART also secured approval from the California Public Utilities Commission (CPUC) for the new grade separated crossing prior to the hiatus in extension construction.

In Fall 2023, the Town committed \$1,500,000 towards the construction of the pedestrian undercrossing to cover installation of a concrete undercrossing box and retaining walls to support the track structure – essentially the minimal items to be able to complete the work in the future without interfering with rail service.

With the resumption of construction work on the extension in December 2023, the Town and SMART began the process to request sufficient funds to ensure the grade separation would be open for public use when rail service commences to Windsor. The Sonoma County Transportation Authority (SCTA) has been given authority by the MTC to prioritize how 1/5, or \$20 million, of the \$100 million North Bay Transit Access Improvements (RM3 Project #21) funds will be disbursed. SCTA’s Board of Directors approved \$2.8 million of these funds towards completion of this grade separation project. The scope of this RM3 funded project is covered in Change Order 017 to Contract No. CV-DB-18-001 before you for consideration today under Agenda Item 13.

The required MTC documents to request these funds include the Initial Project Report, Funding Plan, and Cash Flow, for both the programming and the allocation request portions of the request. These documents as well as a local authorizing resolution and commitment to comply with MTC requirements, are attached. MTC is scheduled to consider this programming request at their May meetings, with project reimbursable work eligible to commence after the full Commission’s consideration.

Staff recommends approving Resolution No. 2024-08 authorizing the General Manager to request allocation of RM3 funds for the SMART Windsor Extension – Windsor High School Undercrossing construction and agreeing to comply with MTC requirements associated with the funds.

**FISCAL IMPACT:** None.

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

Very truly yours,

      /s/        
Joanne Parker  
Grants and Legislative Affairs Manager

Attachment(s):

1. Resolution No. 2024-08
2. Initial Project Report Narrative
3. Initial Project Report Funding Plan and Cash Flow
4. Project Allocation Request Narrative
5. Project Allocation Request Funding Plan and Cash Flow

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE SONOMA-MARIN AREA RAIL TRANSIT DISTRICT AUTHORIZING ACCEPTANCE OF \$2,800,000 OF REGIONAL MEASURE 3 (RM3) BRIDGE TOLL FUNDS AND COMPLIANCE WITH METROPOLITAN TRANSPORTATION COMMISSION (MTC) RM3 BRIDGE TOLL FUND REQUIREMENTS FOR THE SMART WINDSOR EXTENSION – WINDSOR HIGH SCHOOL UNDERCROSSING PROJECT**

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**WHEREAS**, SB 595 (Chapter 650, Statutes 2017), commonly referred as Regional Measure 3, identified projects eligible to receive funding under the Regional Measure 3 Expenditure Plan; and

**WHEREAS**, the Metropolitan Transportation Commission (MTC) is responsible for funding projects eligible for Regional Measure 3 funds, pursuant to Streets and Highways Code Section 30914.7(a) and (c); and

**WHEREAS**, MTC has established a process whereby eligible transportation project sponsors may submit allocation requests for Regional Measure 3 funding; and

**WHEREAS**, allocation requests to MTC must be submitted consistent with procedures and conditions as outlined in Regional Measure 3 Policies and Procedures (MTC Resolution No. 4404); and

**WHEREAS**, Sonoma-Marín Area Rail Transit District (SMART) is an eligible sponsor of transportation project(s) in the Regional Measure 3 Expenditure Plan; and

**WHEREAS**, the SMART Windsor Extension – Windsor High School Undercrossing (Project) is eligible for consideration in the Regional Measure 3 Expenditure Plan, as identified in California Streets and Highways Code Section 30914.7(a); and

**WHEREAS**, the Regional Measure 3 allocation request, attached hereto in the Initial Project Report and incorporated herein as though set forth at length, lists the project, purpose, schedule, budget, expenditure and cash flow plan for which SMART is requesting that MTC allocate Regional Measure 3 funds; now, therefore, be it

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

- SMART, and its agents shall comply with the provisions of the Metropolitan Transportation Commission’s Regional Measure 3 Policies and Procedures; and
- SMART certifies that the project is consistent with the Regional Transportation Plan (RTP); and
- The year of funding for any design, right-of-way and/or construction phases has taken into consideration the time necessary to obtain environmental clearance and permitting approval for the project; and

- The Regional Measure 3 phase or segment is fully funded, and results in an operable and useable segment; and
- SMART approves the allocation request and updated Initial Project Report, including cash flow plan, attached to this resolution; and
- SMART has reviewed the project needs and has adequate staffing resources to deliver and complete the project within the schedule set forth in the allocation request and updated Initial Project Report, attached to this resolution; and
- SMART is an eligible sponsor of projects in the Regional Measure 3 Expenditure Plan, and is authorized to submit an application for Regional Measure 3 funds for SMART Windsor Extension – Windsor High School Undercrossing, in accordance with California Streets and Highways Code 30914.7(a); and
- SMART certifies that the projects and purposes for which RM3 funds are being requested is in compliance with the requirements of the California Environmental Quality Act (Public Resources Code Section 21000 et seq.), and with the State Environmental Impact Report Guidelines (14 California Code of Regulations Section 15000 et seq.) and if relevant the National Environmental Policy Act (NEPA), 42 USC Section 4-1 et seq. and the applicable regulations thereunder; and
- There is no legal impediment to SMART making allocation requests for Regional Measure 3 funds and there is no pending or threatened litigation which might in any way adversely affect the proposed project, or the ability of SMART to deliver such project; and
- SMART agrees to comply with the requirements of MTC’s Transit Coordination Implementation Plan as set forth in MTC Resolution 3866; and
- SMART indemnifies and holds harmless MTC, BATA, and their Commissioners, representatives, agents, and employees from and against all claims, injury, suits, demands, liability, losses, damages, and expenses, whether direct or indirect (including any and all costs and expenses in connection therewith), incurred by reason of any act or failure to act of SMART, its officers, employees or agents, or subcontractors or any of them in connection with its performance of services under this allocation of RM3 funds. SMART agrees at its own cost, expense, and risk, to defend any and all claims, actions, suits, or other legal proceedings brought or instituted against MTC, BATA, and their Commissioners, officers, agents, and employees, or any of them, arising out of such act or omission, and to pay and satisfy any resulting judgments. In addition to any other remedy authorized by law, so much of the funding due under this allocation of RM3 funds as shall reasonably be considered necessary by MTC may be retained until disposition has been made of any claim for damages; and
- SMART shall, if any revenues or profits from any non-governmental use of property (or project) that those revenues or profits shall be used exclusively for the public transportation services for which the project was initially approved, either for capital improvements or maintenance and operational costs, otherwise the Metropolitan Transportation Commission is entitled to a proportionate share equal to MTC’s percentage participation in the projects(s); and
- Assets purchased with RM3 funds including facilities and equipment shall be used for the public transportation uses intended, and should said facilities and equipment cease to be operated or maintained for their intended public transportation purposes for its useful life,

that the Metropolitan Transportation Commission (MTC) shall be entitled to a present day value refund or credit (at MTC’s option) based on MTC’s share of the Fair Market Value of the said facilities and equipment at the time the public transportation uses ceased, which shall be paid back to MTC in the same proportion that Regional Measure 3 funds were originally used; and

- SMART shall post on both ends of the construction site(s) at least two signs visible to the public stating that the Project is funded with Regional Measure 3 Toll Revenues; and
- SMART authorizes its General Manager, or his/her designee, to execute and submit an allocation request for the construction phase with MTC for Regional Measure 3 funds in the amount of \$2,800,000, for the project, purposes and amounts included in the project application attached to this resolution; and
- The General Manager, or his/her designee, is hereby delegated the authority to make non-substantive changes or minor amendments to the allocation request or IPR as he/she deems appropriate; and
- A copy of this resolution shall be transmitted to MTC in conjunction with the filing of the SMART application referenced herein.

**PASSED AND ADOPTED** at a regular meeting of the Board of Directors of the Sonoma-Marín Area Rail Transit District held on the 3<sup>rd</sup> day of April 2024, by the following vote:

**DIRECTORS:**

AYES:

NOES:

ABSENT:

ABSTAIN:

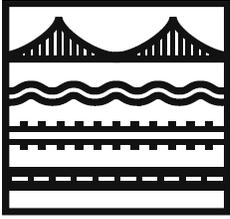
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Eric Lucan, Chair, Board of Directors  
Sonoma-Marín Area Rail Transit District

ATTEST:

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



# Regional Measure 3

## Initial Project Report

### *Project/Subproject Details*

#### Basic Project Information

Project Number	26.1
Project Title	North Bay Transit Access Improvements – Sonoma County
RM3 Funding Amount	\$20,000,000

#### Subproject Information

Subproject Number	26.4
Subproject Title	SCTA Funding Program – Transit Access Improvements – SMART Windsor Extension – Windsor High School Undercrossing
RM3 Funding Amount	\$2,800,000

#### I. Overall Subproject Information

##### a. Project Sponsor / Co-sponsor(s) / Implementing Agency

Sonoma County Transportation Authority/Sonoma-Marin Area Rail Transit District (SMART) – Sponsors  
 Sonoma-Marin Area Rail Transit District (SMART) – Implementing Agency

##### b. Detailed Project Description *(include definition of deliverable segment if different from overall project/subproject)*

The SMART Windsor Extension includes the SMART Pathway/Great Redwood Trail with a grade separated pedestrian tunnel near Windsor High School. The construction scope included in the April 3, 2024, change order to the SMART Board is the scope of work included in this subproject and project management.

##### c. Impediments to Project Completion

None

##### d. Risk Management *(describe risk management process for project budget and schedule, levels of contingency and how they were determined, and risk assessment tools used)*



## Regional Measure 3 Initial Project Report

Project price is secured and contract change order is scheduled for SMART's April 3, 2024, Board meeting. The project is one element of the larger SMART Windsor rail and path extension project that is approximately 50% complete and anticipated to be open for revenue service in Spring 2025. Remaining risks to pedestrian-rail grade separation project schedule are limited and will be managed in the context of the larger project.

**e. Operability** (*describe entities responsible for operating and maintaining project once completed/implemented*)

SMART will be responsible for operating and maintaining the project.



f. Project Graphic(s) (include below or attach)



## II. Project Phase Description and Status

### a. Environmental/Planning

Does NEPA apply? Yes  No

Completed June 2008



**b. Design**

Completed March 2020

**c. Right-of-Way Activities / Acquisition**

Completed 1990s

**d. Construction / Vehicle Acquisition / Operating**

April 3, 2024 – April 1, 2024

**III. Project Schedule**

Phase-Milestone	Planned	
	Start Date	Completion Date
Environmental Studies, Preliminary Eng. (ENV / PE / PA&ED)	TBD	TBD
Final Design - Plans, Specs. & Estimates (PS&E)	TBD	TBD
Right-of-Way Activities /Acquisition (R/W)	TBD	TBD
Construction (Begin – Open for Use) / Acquisition (CON)	TBD	TBD

**IV. Project Budget**

**Capital**

Project Budget	Total Amount - Escalated to Year of Expenditure (YOE)- (Thousands)
Environmental Studies & Preliminary Eng (ENV / PE / PA&ED)	N/A
Design - Plans, Specifications and Estimates (PS&E)	N/A
Right-of-Way Activities /Acquisition (R/W)	N/A
Construction / Rolling Stock Acquisition (CON)	2,800,000
Total Project Budget (in thousands)	2,800,000



<b>Deliverable Segment Budget</b> (if different from Project budget)	<b>Total Amount - Escalated to Year of Expenditure (YOE)- (Thousands)</b>
Environmental Studies & Preliminary Eng (ENV / PE / PA&ED)	N/A
Design - Plans, Specifications and Estimates (PS&E)	N/A
Right-of-Way Activities /Acquisition (R/W)	N/A
Construction / Rolling Stock Acquisition (CON)	2,800,000
<b>Total Project Budget (in thousands)</b>	<b>2,800,000</b>

<b>Operating</b>	<b>Total Amount - Escalated to Year of Expenditure (YOE)- (Thousands)</b>
Annual Operating Budget	N/A

### V. Project Funding

Please provide a detailed funding plan in the Excel portion of the IPR. Use this section for additional detail or narrative as needed and to describe plans for any "To Be Determined" funding sources, including phase and year needed.

### VI. Contact/Preparation Information

**Contact for Project Sponsor**

Name: David Ripperda  
Title: Assistant Director of Projects and Programming  
Phone: 707-565-2180  
Email: [david.ripperda@scta.ca.gov](mailto:david.ripperda@scta.ca.gov)  
Mailing Address: 411 King Street, Santa Rosa, CA 95404

**Contact for Project Implementation/IPR** (if different from above)

Name: Joanne Parker  
Title: Grants and Legislative Affairs Manager  
Phone: 707-794-3062  
Email: [jparker@sonomamarintrain.org](mailto:jparker@sonomamarintrain.org)  
Mailing Address: 5401 Old Redwood Highway, Suite 200, Petaluma, CA 9

**Regional Measure 3  
 Intitial Project Report - Subproject Report  
 Funding Plan - Deliverable Segment - Fully funded phase or segment of total project**

Project Title:	North Bay Access Transit Access Improvements – Sonoma County
Subproject Title	SCTA Funding Program – Transit Access Improvements - SMART Windsor Extension - Windsor High
Project/Subproject Number:	26.4
Total RM3 Funding:	\$ 2,800,000

(add rows as necessary)

**RM3 Deliverable Segment Funding Plan - Funding by planned year of allocation**

Funding Source	Prior	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	Future committed	Total Amount (\$ thousands)	Amount Expended (\$ thousands)	Amount Remaining (\$ thousands)
<b>ENV</b>														
RM-3												\$ -		\$ -
												\$ -		\$ -
												\$ -		\$ -
												\$ -		\$ -
												\$ -		\$ -
ENV Subtotal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>PSE</b>														
RM-3												\$ -		\$ -
												\$ -		\$ -
												\$ -		\$ -
												\$ -		\$ -
												\$ -		\$ -
PSE Subtotal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>ROW</b>														
RM-3												\$ -		\$ -
												\$ -		\$ -
												\$ -		\$ -
												\$ -		\$ -
												\$ -		\$ -
ROW Subtotal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>CON</b>														
RM-3						\$ 2,800,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,800,000		\$ 2,800,000
												\$ -		\$ -
												\$ -		\$ -
												\$ -		\$ -
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												\$ -		\$ -
												\$ -		\$ -
												\$ -		\$ -
CON Subtotal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,800,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,800,000	\$ -	\$ 2,800,000
<b>RM-3 Funding Subtotal</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,800,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,800,000	\$ -	\$ 2,800,000
<b>Capital Funding Total</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,800,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,800,000	\$ -	\$ 2,800,000

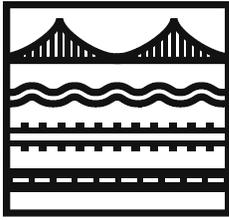
**Regional Measure 3  
Initial Project Report - Subproject Report  
Cash Flow Plan**

Project Title:	North Bay Access Transit Access Improvements – Sonoma County
Subproject Title	SCTA Funding Program – Transit Access Improvements - SMART Windsor Extension - Windsor High
Project/Subproject Number:	26.4
Total RM3 Funding:	\$ 2,800,000

(please include all planned funding, add rows as necessary)

**RM3 Cash Flow Plan for Deliverable Segment - Funding by planned year of expenditure**

Funding Source	Prior	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	Future committed	Total Amount (\$ thousands)
<b>ENV</b>												
RM 3												\$ -
												\$ -
												\$ -
												\$ -
ENV Subtotal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>PSE</b>												
RM 3												\$ -
												\$ -
												\$ -
												\$ -
PSE Subtotal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>ROW</b>												
RM 3												\$ -
												\$ -
												\$ -
												\$ -
ROW Subtotal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>CON</b>												
RM 3						\$ 2,000,000	\$ 800,000	\$ -	\$ -	\$ -	\$ -	\$ 2,800,000
												\$ -
												\$ -
												\$ -
												\$ -
												\$ -
												\$ -
												\$ -
CON Subtotal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,000,000	\$ 800,000	\$ -	\$ -	\$ -	\$ -	\$ 2,800,000
<b>RM 3 Funding Subtotal</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,000,000	\$ 800,000	\$ -	\$ -	\$ -	\$ -	\$ 2,800,000
<b>Capital Funding Total</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,000,000	\$ 800,000	\$ -	\$ -	\$ -	\$ -	\$ 2,800,000



# Regional Measure 3 Allocation Request

## RM3 Project Information

Project Number	26.1.1
Project Title	North Bay Transit Access Improvements – Sonoma County
Project Funding Amount	\$20,000,000

## Subproject Information (if different from overall RM3 project)

Subproject Number	26.4
Subproject Title	SCTA Funding Program – Transit Access Improvements – SMART Windsor Extension – Windsor High School Undercrossing
Subproject Funding Amount	\$2,800,000

## RM3 Allocation History (Add lines as necessary)

	MTC Approval Date	Amount	Phase
#1:			
#2			
#3			

**Total:** \$

## Current Allocation Request:

Request submittal date	Amount	Phase
3/8/2024	\$2,800,000	CON

## I. RM3 Allocation Request Information

- a. Describe the current status of the project, including any progress since the last allocation request or IPR update, if applicable.

Project is part of the larger SMART Rail and Pathway extension work. Contract award for this project is a change order to the larger project design-build contract and is scheduled for April 3, 2024 at the SMART Board. Work is anticipated to begin immediately and be completed by the end of summer, with the full Windsor extension work completed and open for revenue service in Spring 2025.

**b. Describe the scope of the allocation request. Provide background and other details as necessary. The scope must be consistent with the RM3 statute. If the scope differs from the most recent IPR for this project, please describe the reason for any changes here; a revised IPR may be necessary.**

No difference from most recent IPR.

**c. Deliverable segment budget – please fill out attached Excel file. If the budget differs from the most recent IPR for this project, please describe the reason for any changes here; a revised IPR may be necessary.**

No difference from most recent IPR.

**d. Schedule – what is the expected completion date of the phase for this allocation? Describe any significant milestones.**

Full Windsor extension work is anticipated to be completed and open for passenger service Spring 2025.

**e. If the project received an RM3 Letter of No Prejudice, how much has been spent against the approved RM3 LONP amount? (Note: the scope and RM3 amount for this allocation request should match the approved LONP)**

SMART received an LONP for the SMART Windsor Extension project (which is defined as rail and pathway) for \$5 million from the SMART Windsor and Healdsburg Extension Project #7. SMART has not expended any funds from that LONP. The pedestrian – rail grade separation is a part of the SMART Pathway.

**f. Request Details**

Amount being requested	\$2,800,000
Project phase being requested	CON
Are there other fund sources involved in this phase?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Date of anticipated Implementing Agency Board approval of RM3 Allocation Request resolution for the allocation being requested	April 3, 2024
Month/year being requested for MTC commission approval of allocation	April or May 2024

Note: Allocation requests are recommended to be submitted to MTC staff for review sixty (60) days prior to action by the Implementing Agency Board

**g. List any other planned bridge toll allocation requests in the next 12 months**

Potential request for \$40 million allocation from Project #7 for SMART Healdsburg Extension and SMART will work with MTC staff in advance of that request.

**Regional Measure 3  
Allocation Request  
Estimated Budget Plan**

ATTACHMENT #3

Project Title:	North Bay Access Transit Access Improvements – Sonoma County
Subproject Title	SCTA Funding Program – Transit Access Improvements - SMART Windsor Extension
Project/Subproject Number:	26.4
Total RM3 Funding:	\$ 2,800,000

1. Direct Labor of Implementing Agency (specify by name and job function)			
	Estimated Hours	Rate/Hour	Total Estimated cost
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
Direct Labor Subtotal			\$ -
2. Overhead and direct benefits (specify)		Rate	x Base
Overhead		\$ -	
		\$ -	
		\$ -	
		\$ -	
		\$ -	
		\$ -	
Overhead and Benefit Subtotal			\$ -
3. Direct Capital Costs (include engineer's estimate on construction, right-of-way, or vehicle acquisition)			
	Unit (if applicable)	Cost per unit	Total Estimated cost
Contractor construction of pedestrian-rail grade separation	1	\$ 2,800,000.00	\$ 2,800,000
			\$ -
			\$ -
			\$ -
Direct Capital Costs Subtotal			\$ 2,800,000
4. Consultants (Identify purpose and/or consultant)			Total Estimated cost
Consultants Subtotal			\$ -
5. Other direct costs			Total Estimated cost
Other Direct Costs Subtotal			\$ -
<b>Total Estimated Costs</b>			<b>\$ 2,800,000</b>

Comments:

**Regional Measure 3**

**Allocation Request**

**Funding Plan - Deliverable Segment - Fully funded phase or segment of total project**

Project Title:	North Bay Access Transit Access Improvements – Sonoma County
Subproject Title	SCTA Funding Program – Transit Access Improvements - SMART Windsor Extension - Windsor High Sc
Project/Subproject Number:	26.4
Total RM3 Funding:	\$ 2,800,000

(add rows as necessary)

**RM3 Deliverable Segment Funding Plan - Funding by planned year of allocation**

Funding Source	Phase	Prior	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	Future committed	Total Amount (\$ thousands)	Amount Expended (\$ thousands)	Amount Remaining (\$ thousands)
RM3	ENV												\$ -		\$ -
	ENV												\$ -		\$ -
													\$ -		\$ -
													\$ -		\$ -
													\$ -		\$ -
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RM 3	PSE												\$ -		\$ -
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PSE Subtotal		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
RM 3	ROW												\$ -		\$ -
	ROW												\$ -		\$ -
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RM 3	CON					\$ 2,800,000							\$ 2,800,000		\$ 2,800,000
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Capital Funding Total		\$ -	\$ -	\$ -	\$ -	\$ 2,800,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,800,000	\$ -	\$ 2,800,000





April 3, 2024

**Eric Lucan, Chair**  
Marin County Board of Supervisors

**Melanie Bagby, Vice Chair**  
Sonoma County Mayors' and  
Councilmembers Association

**Kate Colin**  
Transportation Authority of Marin

**Chris Coursey**  
Sonoma County Board of Supervisors

**Rachel Farac**  
Transportation Authority of Marin

**Debora Fudge**  
Sonoma County Mayors' and  
Councilmembers Association

**Patty Garbarino**  
Golden Gate Bridge,  
Highway/Transportation District

**Barbara Pahre**  
Golden Gate Bridge,  
Highway/Transportation District

**Gabe Paulson**  
Marin County Council of Mayors and  
Councilmembers

**David Rabbitt**  
Sonoma County Board of Supervisors

**Chris Rogers**  
Sonoma County Mayors' and  
Councilmembers Association

**Mary Sackett**  
Marin County Board of Supervisors

**Eddy Cumins**  
General Manager

5401 Old Redwood Highway  
Suite 200  
Petaluma, CA 94954  
Phone: 707-794-3330  
Fax: 707-794-3037  
[www.SonomaMarinTrain.org](http://www.SonomaMarinTrain.org)

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

**SUBJECT:** Adopt a Funding Agreement with Town of Windsor for utility installations in the SMART right-of-way as part of the Windsor Extension Project

Dear Board Members:

**RECOMMENDATIONS:**

Adopt Resolution No. 2024-11 authorizing the General Manager to execute a funding agreement with the Town of Windsor to install utility crossings beneath the SMART tracks as part of the construction of the rail and pathway extensions to the Town of Windsor.

**SUMMARY:**

The Town of Windsor has requested that SMART install three utility crossings: two (2) reclaimed water lines; and a sewer force main, beneath the SMART track as part of the track and pathway construction. The Town has committed to pay for the work.

**BACKGROUND:**

SMART is currently in construction for the passenger rail and pathway extensions to the Town of Windsor (Town). The project includes the construction of track, pathway, drainage systems, bridges, communication systems, passenger station, park and ride lot, and train control system. Construction began in 2019 and was put on hold in early 2021 when the Regional Measure 3 funding became tied up in a legal battle. SMART secured funding for the remainder of the work and resumed construction in December 2023.

The Town requested three utility crossings be constructed as part of the track work including two reclaimed water lines and one sewer force main. The Town of Windsor has an established Reclamation Master Plan for wastewater treatment, storage, and reuse and established goals for its recycled water program which included expansion of recycled water use to the airport areas. Constructing the Town's utility crossing during the track construction will ensure proper utility depth, competent

compaction, assist the Town in achieving its goals, and is a responsible use of public funds. The Town is committed to paying for the work.

The Town prepared construction documents for the utility installations. SMART solicited pricing from the Contract (Contract No. CV-DB-18-001) to install the work as they construct the track and pathway work. The cost of the work is \$370,100. The Town is committed to the total cost of the work and has included a ten (10) percent contingency (\$37,000) in the attached funding agreement to address differing site conditions and other unknowns.

SMART and Town staff developed the enclosed funding agreement that commits the \$407,100 funding for the construction of the utility crossings which includes the ten (10) percent contingency. The Town Council approved the funding agreement on March 3, 2024. SMART staff recommends approving Resolution No. 2024-0 authorizing the General Manager to execute the funding agreement with the Town of Windsor.

**FISCAL IMPACT:** A budget amendment is included in today’s Board packet for approval.

**REVIEWED BY:**  Finance \_\_\_\_\_/s/\_\_\_\_\_       Counsel \_\_\_\_\_/s/\_\_\_\_\_

Respectfully,

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

Attachment(s):

- 1) Funding Agreement
- 2) Resolution No. 2024-11

## FUNDING REIMBURSEMENT AGREEMENT

### SONOMA-MARIN AREA RAIL TRANSIT DISTRICT AND TOWN OF WINDSOR

THIS REIMBURSEMENT AGREEMENT ("Agreement") is entered into as of \_\_\_\_\_, by and between the **SONOMA - MARIN AREA RAIL TRANSIT DISTRICT** (District), a public entity duly established under the laws of California, and the **TOWN OF WINDSOR** (Town), a political subdivision of the State of California, collectively, (the "Parties").

#### Recitals

- A. The SMART rail corridor, historically known as the Northwestern Pacific Railroad Authority (NWPRRA), generally parallels Highway 101 running north-south in Sonoma and Marin Counties. The corridor is owned by the District from Milepost (MP) 89.0 in Cloverdale southward to MP 11.9 in Corte Madera.
- B. District operates and maintains the rail corridor in accordance with applicable California Public Utilities Commission (CPUC) and Federal Railroad Administration (FRA) laws and regulations.
- C. District has completed California Environmental Quality Act (CEQA) 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.
- D. The District has completed design and constructed a portion of the passenger rail and pathway extension from Airport Boulevard to the Town of Windsor, and has resumed construction of the Windsor project.
- E. Town has designed and developed construction documents and requested authority to locate two reclaimed water lines, a sewer force main, and a new manhole across and on the District's and Town's right-of-way (the "Town Work" (Exhibit A)).
- F. Due to overlapping work contemplated in both the Town Work and District's Windsor Extension Project, Town and District staff have determined that it will be cost effective, timely and beneficial to coordinate the Town Work and District Projects where the project elements overlap.
- G. The District is agreeable to include Town Work in Contract No. CV-DB-18-001.
- H. Town has completed environmental review and filed a Notice of Exemption with the County Clerk of the County of Sonoma on February 14, 2024.
- I. Town has requested District construct the Town Work as part of its construction of the passenger rail extension to Windsor.
- J. Town Work is the type of work contemplated under Contract CV-DB-18-001, as part of the construction of the passenger rail extension to Windsor.

- K. Town and District staff determined that that it will be cost effective and minimize impacts to District's project to incorporate the Town work as part of the construction of the passenger rail extension to Windsor.
- L. At the request of Town, District is agreeable to incorporating the Town Work as part of its construction of the passenger rail extension to Windsor. As such, District will issue a Change Notice No. 011 on behalf of Town for two Recycled Water Main and Sewer Force Main Installation under and across SMART's Track.
- M. In response to Change Notice 011, District received Cost Proposal SWI-SMART-039 on February 22, 2024 (Exhibit B).
- N. Town is committed to reimbursing District or the full cost and expense of constructing Town's Work.
- O. Town has entered into a separate License Agreement with District for the use of District's right of way.

**Agreement**

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

**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. Town shall coordinate the Work with District's Chief Engineer or his designee, contact information for the parties' respective representatives is set forth below:

<b>District</b>	<b>Town</b>
Bill Gamlen	Shannon Cotulla
Chief Engineer Sonoma Marin Area Rail Transit (SMART) 5401 Old Redwood Highway, Suite 200 Petaluma, CA 94954	Public Work Director Town of Windsor 9291 Old Redwood Highway Windsor, California 95492
Phone: 707.794.3330	Phone: 707.838.1006
Fax: 707.794.3037	Fax: 707.838.5978
Email: <a href="mailto:BGamlen@sonomamarintrain.org">BGamlen@sonomamarintrain.org</a>	Email: <a href="mailto:SCotulla@townofwindsor.com">SCotulla@townofwindsor.com</a>

**3. SCOPE OF WORK**

- A. Proposed Improvements/Town Work. District shall construct two reclaimed water lines, a sewer force main, and manhole for the Town. This agreement covers the construction of Town’s work across District’s and Town’s right-of-way. Town will provide all funding to construct the Work. Upon completion of the construction, the Town Work will be the property of the Town, and Town shall be responsible for its operation and maintenance. The details of Town’s Work are shown in Town’s construction documents. (Exhibit A).
- B. Request for Additional Work.
  - 1. Initiation Conference: Town may initiate a request for additional work to be covered under this Agreement. Such request shall be made in writing to District. The request shall include a description of the proposed work. Following receipt of the request, the parties shall meet to establish and agree on the following information:
    - a. Project Manager Information (name, address, phone number, fax number, and email address).
    - b. Project Information (project name, project area, location map).

- c. Project/task number.
  - d. Account number.
  - e. Time allowed to perform the work or Construction Schedule.
2. Agreement Memorandum. District will prepare an Agreement Memorandum setting forth the terms for the additional work as established during the Initiation Conference. The Agreement Memorandum will be executed by both parties prior to District's issuance of a written authorization to proceed.
3. Any additional work will be at the Town's expense.

4. **DISTRICT'S RESPONSIBILITIES**

District shall be responsible for the following:

- A. Contract Administration: District shall administer the construction contract for the Town Work in its Contract No. CV-DB-18-001 for the Windsor Extension Project.
- B. Construction: The District will oversee the construction of the Town Work. This does not include detailed construction inspection for conformance with the construction documents.
- C. License Agreement: District shall prepare a separate license agreement for the Town Work, addressing Town's right to be in the District right-of-way, Town's operation and maintenance responsibilities and other details.

5. **TOWN 'S RESPONSIBILITIES**

Town agrees to perform the following:

- A. Payment: The cost for the Town Work is \$370,100 as shown in Exhibit B, Contractor Cost Proposal. Town shall be responsible for paying the District for the full cost and expense of the Town Work. Town shall allocate an additional ten percent (10%) contingency funding in the amount of \$37,000 to cover unknowns, differing site conditions and other unanticipated costs that may arise in constructing the Town Work for a total estimated Town financial commitment for construction of the Town Work pursuant to this agreement of \$407,100, including contingency (Exhibit C). This amount does not represent a "cap" on costs for the Town's Work. The Town shall be responsible for all the costs and expense of constructing Town Work. The Town shall reimburse District in accordance with Section 7 below.
- B. Construction: Town shall be responsible for timely inspection and acceptance of the Town Work and shall promptly notify District if it determines the Town Work/improvements are not in

conformance with Town's design. In the event of such non-conformance of the Town's Work, Town and District will confer and agree on a resolution; however, Town may not direct the District's contractor.

- C. Right of Entry: Town shall provide any required permits to District's Contractor at no cost for the Town Work.
- D. Ownership of Town improvements/Work: Upon completion and acceptance of Town's work, Town shall be deemed to have assumed full responsibility, ownership, maintenance and control of Town Work/improvements.
- E. License Agreement: Town shall enter into a License Agreement for the operation and use of the Town work constructed in the District's right-of-way.

## 6. INDEMNIFICATION

Town shall indemnify, fully defend hold harmless and release District, its officers, agents and employees, from and against any judgment, awards, claims, loss, damages causes of action, liability, costs or expense (including attorneys' fees and cost) of any nature caused by the design, construction and implementation, maintenance and operation of Town's work/improvements, including for injury or death to persons or property in connection with or arising out of the design, construction and implementation, maintenance and operation of Town's work/improvements. This indemnification obligation shall survive the termination of this Agreement.

## 7. PAYMENT AND REIMBURSEMENT PROCEDURES

District shall invoice Town monthly as District's contractor invoices for the Town Work. Within 30 days of receipt of District's invoice, Town shall reimburse District for the costs of constructing the Town Work; construction costs for the Work.

## 8. ADDITIONAL REQUIREMENTS

### A. Amendments to Agreement

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

### B. Termination

This Agreement shall terminate upon Town 's acceptance of the Work. Notwithstanding, the foregoing, either party may terminate this Agreement by giving 30-days prior written notice to the other party, in the manner described below in Section 8.C of this Agreement, of its intent to terminate. Town shall pay District for all expenses associated with the proportion of work completed, including committed costs, as of the termination date.

### C. 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:

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

Town: Shannon Cotulla  
Director of Public Works  
Town of Windsor  
9291 Old Redwood Highway  
Windsor, California 95492

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.

D. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of California.

E. 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.

F. Authority of Town and District

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

G. 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.

H. Time of Essence

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

I. Interpretation

To the maximum extent possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by, or held to be invalid under applicable law, such provision shall be ineffective solely to the extent of such prohibition or invalidity, and this shall not invalidate the remainder or any other provision of this Agreement.

J. Negotiated Agreement

The Parties hereby acknowledge and agree that (a) each party has actively participated in the negotiation and drafting of this Agreement, (b) each such party has consulted or has had the opportunity to consult with their own independent counsel relative to matters contemplated under this Agreement, (c) each party and party's counsel have reviewed the Agreement, and (d) any rule of construction to the effect that ambiguities are to be resolved against the drafting party(ies) shall not apply in the interpretation of this Agreement, or any portions hereof or any amendments hereto.

K. Final Agreement

This Agreement supersedes any and all other agreements and negotiations between the parties hereto relating to rights, responsibilities and obligations of the Parties as described herein. However, nothing herein is intended to terminate any surviving obligation of the Town or SMART or the parties' obligations to defend and hold one another harmless in any prior written agreement between the parties.

L. 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.

M. No Intended Third-Party Beneficiaries:

There is no third person or entity who is an intended third-party beneficiary under this agreement. No incidental beneficiary, whatever relationship such person may have with the Parties, shall have any right to bring an action or suit, or to assert any claim against the Parties under this agreement. Nothing contained in this agreement shall be construed to create and the Parties do not intend to create any rights in third parties.

N. 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.

O. Acceptance of Electronic Signatures and Counterparts

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

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

TOWN OF WINDSOR:

SONOMA-MARIN AREA RAIL TRANSIT DISTRICT:

By: \_\_\_\_\_

By: \_\_\_\_\_

Jon Davis  
Town Manager  
Town of Windsor

Eddy Cumins  
General Manager  
SMART

ATTEST:

By: \_\_\_\_\_

Town Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM FOR DISTRICT:

By: \_\_\_\_\_

By: \_\_\_\_\_

Town Counsel

Thomas Lyons, SMART Counsel

# Exhibit A

## Design



PLANNING DEPARTMENT NOTES

- 1. IN THE EVENT THAT ARCHAEOLOGICAL FEATURES SUCH AS POTTERY, ARROWHEADS, MIDDEN OR CULTURALLY MODIFIED SOIL DEPOSITS ARE DISCOVERED AT ANY TIME DURING GRADING, SCRAPING, OR EXCAVATION WITHIN THE PROPERTY...

GRADING NOTES

- 1. STREET SUBGRADE SHALL BE COMPACTED TO 95% RELATIVE COMPACTION AS DETERMINED BY ASTM D1557 TO A DEPTH OF NO LESS THAN 6" IN THE ROADWAY SECTION...

Table with 2 columns: ITEM and POUNDS PER ACRE. Includes items like BLANDO BROME, ANNUAL RYE GRASS, FERTILIZER, and STRAW MULCH.

GENERAL NOTES

- 1. ALL CONSTRUCTION SHOWN ON THESE PLANS SHALL CONFORM TO THE MOST CURRENT TOWN OF WINDSOR (HEREINAFTER "TOWN" OR "TOW") DESIGN AND CONSTRUCTION STANDARDS...

RECYCLED WATER NOTES

- 1. CHANGES MADE TO THE APPROVED RECYCLED WATER IRRIGATION OR UTILITY PLANS SHALL BE SUBMITTED TO TOWN OF WINDSOR FOR REVIEW AND APPROVAL AT LEAST 2 WEEKS PRIOR TO START OF CONSTRUCTION...

GENERAL UNDERGROUND NOTES

- 1. NO GUARANTEE IS INTENDED THAT UNDERGROUND OBSTRUCTIONS, NOT SHOWN ON THESE PLANS, WILL NOT BE ENCOUNTERED. THOSE SHOWN ARE BASED ON THE BEST INFORMATION AVAILABLE...

SANITARY SEWER NOTES

- 1. GRAVITY SEWER PIPE MAINS UP TO AND INCLUDING 12" SHALL BE POLYVINYL CHLORIDE (PVC), SDR 26 (UNLESS OTHERWISE APPROVED)...

EROSION CONTROL NOTES

- 1. EROSION AND SEDIMENT CONTROL MEASURES SHALL BE USED TO ENSURE THAT WATER ENTERING THE STORM DRAIN SYSTEM FROM THE CONSTRUCTION SITE IS OF EQUIVALENT QUALITY AND CHARACTER AS THE WATER ABOVE THE SITE...

NOTIFICATION FOR INSPECTIONS

- 1. INSPECTION AND APPROVAL OF ALL WORK SHALL BE NECESSARY DURING AND AT THE COMPLETION OF EACH OF THE FOLLOWING STAGES OF WORK AND SUCH APPROVAL MUST BE OBTAINED BEFORE SUBSEQUENT STAGES OF WORK MAY BE COMMENCED...

DUST CONTROL NOTES

- 1. DUST CONTROL SHALL COMPLY WITH NORTHERN CALIFORNIA AIR POLLUTION CONTROL DISTRICT "RULE 430" FUGITIVE DUST EMISSIONS...

STORM WATER MANAGEMENT PRACTICES

- 1. ALL CONSTRUCTION SHALL CONFORM TO THE TOWN OF WINDSOR, PHASE I MUNICIPAL STORMWATER NPDES PERMIT AND THE TOWN'S STORMWATER ORDINANCE 2016-303...

Professional Engineer seal for Rebecca Dower, project title 'RECYCLED WATER MAIN AND SEWER FORCE MAIN INSTALLATION AT SMART TRACK CROSSINGS', and a table for REVISIONS and TOWN OF WINDSOR APPROVED.



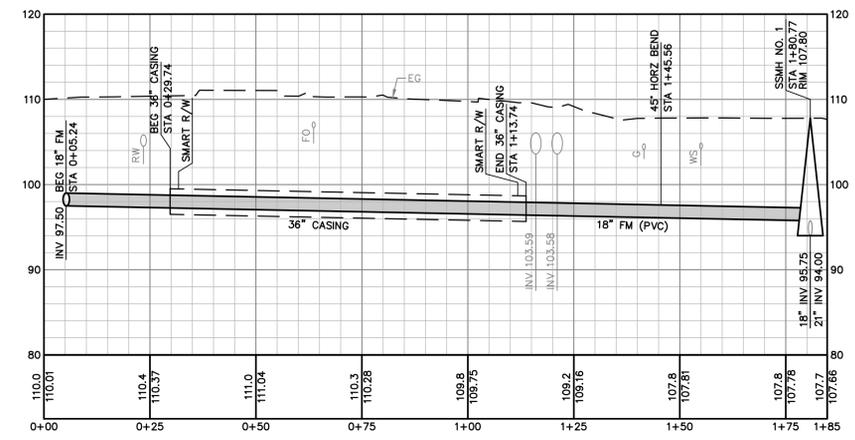




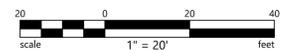
**PLAN - SHILOH RD**  
SCALE: 1"=20'

- KEYNOTES:**
- ② CAP UTILITY FOR FUTURE CONNECTION.
  - ③ INSTALL 18" FORCE MAIN IN A UTILITY TRENCH IN ACCORDANCE WITH TOWN OF WINDSOR STD. PLAN NO. 501. MAINTAIN MINIMUM 12-INCH VERTICAL CLEARANCE BETWEEN EXISTING UTILITIES AND FORCE MAIN.
  - ④ INSTALL 36" DIP CASING IN A UTILITY TRENCH IN ACCORDANCE WITH TOWN OF WINDSOR STD. PLAN NO. 501. MAINTAIN MINIMUM 12-INCH VERTICAL CLEARANCE BETWEEN EXISTING UTILITIES AND FORCE MAIN.
  - ⑤ INSTALL 60" DIAMETER PRECAST CONCRETE MANHOLE IN ACCORDANCE WITH TOWN OF WINDSOR STD. PLAN NO. 402.
  - ⑥ INSTALL CURB AND GUTTER IN ACCORDANCE WITH TOWN OF WINDSOR STD. PLAN NO. 203.

**NOTE:**  
 TOPOGRAPHIC MAPPING SHOWS EXISTING CONDITIONS PRIOR TO INSTALLATION OF SMART WINDSOR EXTENSION PROJECT CV-DB-18-001 (DESIGN PACKAGE 1).  
 POTHOLE EXISTING UTILITIES PRIOR TO CONSTRUCTION IN A MANNER THAT THE CONTRACTOR IS SATISFIED THAT WORK CAN BE PERFORMED AS SHOWN ON PLAN. ANY INFORMATION INCONSISTENT WITH THE DRAWINGS SHALL BE IMMEDIATELY PROVIDED TO THE TOWN.



**PROFILE - SHILOH RD**  
SCALE: H: 1"=20'; V: 1"=10'



PLANS PREPARED BY:  
**BKF ENGINEERS**  
 200 4th STREET  
 SUITE 300  
 SANTA ROSA, CA 95401  
 (707) 583-8500  
 www.bkf.com

BY: *RD* 1/31/2024  
 REBECCA DOWER DATE

DESIGNED: RS DRAWN: SR CHECKED: BD

REVISIONS				TOWN OF WINDSOR APPROVED	
NO.	DESCRIPTION	REVIEWED BY	DATE	BY	DATE

TOWN OF WINDSOR  
 PUBLIC WORKS DEPARTMENT

RECYCLED WATER MAIN AND SEWER FORCE MAIN  
 INSTALLATION AT SMART TRACK CROSSINGS

UTILITY PLAN AND PROFILE  
 SHILOH RD

SCALE: AS SHOWN SHEET 5 OF 5  
 DATE: 01/31/2024 TOWN FILE NO. #####

# Exhibit B

## Cost Proposal

# STACYWITBECK

SWI-SMART-039

February 22, 2024

Mr. John Riley  
Sonoma Marin Area Rail Transit  
5401 Old Redwood Highway  
Petaluma, CA 94954

Reference: SMART Windsor Extension Project  
Contract No. CV-DB-18-001  
SWI Job No 1571

Subject: **CN 011 Windsor Recycled Water Main and Sewer Force Main**

Dear Mr. Riley,

We are pleased to submit the proposal for the Town of Windsor Recycled Water Main and Sewer Force Main Installation at SMART Track Crossing Projects.

The total amount for this project is \$370,100.00. Please find attached Bid Schedule.

It is assumed that NTP for this project is given in March and will not delay the Windsor Extension Grading or Crossing construction. It is also assumed that this project is done during normal working hours.

Should you have any questions please contact the undersign below.

Sincerely,  
**Stacy and Witbeck, Inc.**



Nick Slama  
Contractors Representative

cc: DE, file

# Change Notice 011

Contract No.: CV-DB-18-001

Contract Title: Windsor Extension Project



**Date Prepared:** 02/02/2024

**Change Notice Title:** Town Recycled Water Main and Sewer Force Main Installation Under SMART Track Crossings

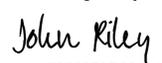
COST & TIME PROPOSAL ONLY. Contractor shall submit, within fourteen days (14) of this request, a detailed price and schedule proposal supported with documentation that reflects all direct and indirect cost and time-related impacts on the Contract. Change Notice shall be in compliance with "General Condition 4.2.1 Change Notices and Change Requests".

**Scope of Work:**

The Town of Windsor seeks a cost proposal to install two (2) recycled water main lines and one (1) sewer force main under SMART's tracks. All work will be performed while the track is out of service. Scope includes:

1. Install utilities crossing the SMART railroad at 3 locations for the Town of Windsor.
2. Removal and replacement of concrete curb and gutter to allow for construction of the new sewer force main.
3. Pothole existing utilities prior to work to confirm utility information shown on plans.
4. Installation of 104' of 8" diameter PVC reclaimed water line in an 80' of 18" diameter DIP casing near Kittyhawk Blvd.
5. Installation of 84' of 8" diameter PVC reclaimed water line in an 84' of 18" diameter DIP casing at Aviation Blvd.
6. Installation of 175' of 18" diameter PVC sewer force main installed in 84' of 36" diameter DIP casing under the tracks at Shiloh Rd. and ties into a new 60" manhole.
  - a. The new manhole will intercept existing sewer force main.
7. Patch trenches.

Work shall be constructed per plan and Town of Windsor's standard drawings. See attached design and bid sheet.

DocuSigned by:  
  
 Issued By: 2/2/2024  
41E976679D00444...  
 John Riley, Project Manager Date

**Concurred By:** \_\_\_\_\_

**Acknowledged By:** \_\_\_\_\_

DocuSigned by:  
  
 Bill Gamlen 2/2/2024  
43D8BDE26B8A46A...  
 Bill Gamlen, Chief Engineer Date

  
 Nick Slama, Project Representative 2/21/24  
 Date

**BID SCHEDULE**  
**RECYCLED WATER MAIN AND SEWER FORCE MAIN**  
**INSTALLATION AT SMART TRACK CROSSINGS**

Item	Item Description	Estimated Quantity	Unit of Measure	Unit Price	Item Cost
1	Remove Concrete, Curb and Gutter	12	L.F.	\$ 56.50	\$ 678.00
2	Concrete, Curb and Gutter	12	L.F.	\$ 169.60	\$ 2,035.20
3	Sewer PVC, 18"	175	L.F.	\$ 785.70	\$137,498.00
4	Sewer Casing DIP, 36"	84	L.F.	\$ 621.80	\$52,231.20
5	Sewer Manhole, 60"	1	EA.	\$27,414.00	\$27,414.00
6	Recycled Water Main, 8" PVC	188	L.F.	\$ 401.40	\$75,463.20
7	Recycled Water Main, 18" Casing DIP	164	L.F.	\$ 205.80	\$33,751.20
8	Trench Patch	3,300	S.F.	\$ 13.60	\$44,880.00
9	Temporary Bike Lane Striping	5	L.F.	\$ 113.10	\$ 565.50
10	Potholing	1	L.S.	\$ 1,584.20	\$ 1,584.20

**Total Bid**

**\$ 370,100.00**

**Three Hundred and Seventy Thousand, One Hundred.**

**Dollars**

**Written Amount**

*Nick JH*

2/21/24

Signature of Bidder

Date

# Exhibit C

## Project Cost

<b>Item</b>	<b>Cost</b>
Construction	\$370,100.00
Contingency (10%)	\$37,000.00
<b>Total</b>	<b>\$407,100.00</b>

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE SONOMA-MARIN AREA RAIL TRANSIT DISTRICT AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH THE TOWN OF WINDSOR TO COMPLETE WORK FOR THE TOWN OF WINDSOR AS PART OF SMART'S WINDSOR EXTENSION PROJECT**

---

**WHEREAS**, the Sonoma-Marín Area Rail Transit District (SMART) is constructing a passenger rail and pathway from the Sonoma County Airport Station to the Town of Windsor; and

**WHEREAS**, the project includes construction of track, pathway, drainage systems, bridges, communication systems, passenger station, park and ride lot, and train control system; and

**WHEREAS**, the construction of the project is currently underway; and

**WHEREAS**, the Town of Windsor has an established Reclamation Master Plan for wastewater treatment, storage, and reuse and established goals for its recycled water program which included expansion of recycled water use to the airport areas; and

**WHEREAS**, the Town of Windsor has the need to install three (3) utility crossings beneath the SMART tracks that are currently under construction; and

**WHEREAS**, the Town of Windsor has requested that this work be done by SMART as part of the track work; and

**WHEREAS**, constructing the Town's utility crossings during the track construction will ensure proper utility depth, competent compaction, and will assist the Tow in achieving its goals; and

**WHEREAS**, the Town of Windsor has prepared the construction documents for the utility installations; and

**WHEREAS**, the work has been determined to cost \$370,100 and the Town has agreed to fund this amount plus a 10% contingency for a total of \$407,100 for the work; and

**WHEREAS**, the Town's work will be done at no cost to SMART; and

**NOW, THEREFORE, BE IT RESOLVED THAT THE** Board of Directors of the SMART District hereby Designates SMART's General Manager to be authorized to execute all required documents and any Amendments thereto with the Town of Windsor which may be necessary for the completion of the aforementioned project at no cost to SMART.

**PASSED AND ADOPTED** at a regular meeting of the Board of Directors of the Sonoma-Marín Area Rail Transit District held on the 3rd of April, 2024, by the following vote:

**DIRECTORS:**

AYES:

NOES:

ABSENT:

ABSTAIN:

---

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

ATTEST:

---

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



April 3, 2024

**David Rabbitt, Chair**  
Sonoma County Board of Supervisors

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

**Vacant**  
Marin County Board of Supervisors

**Melanie Bagby**  
Sonoma County Mayors' and  
Councilmembers Association

**Kate Colin**  
Transportation Authority of Marin

**Vacant**  
Marin County Board of Supervisors

**Chris Coursey**  
Sonoma County Board of Supervisors

**Debora Fudge**  
Sonoma County Mayors' and  
Councilmembers Association

**Patty Garbarino**  
Golden Gate Bridge,  
Highway/Transportation District

**Eric Lucan**  
Transportation Authority of Marin

**Gabe Paulson**  
Marin County Council of Mayors and  
Councilmembers

**Chris Rogers**  
Sonoma County Mayors' and  
Councilmembers Association

**Eddy Cumins**  
General Manager

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

**SUBJECT:** Citizens Oversight Committee (COC) Selection Process

Dear Board Members:

**RECOMMENDATIONS:**  
Establish Ad Hoc Committee to review applications and recommend appointments to the COC

**SUMMARY:**  
On January 18, 2024, staff posted the application on the SMART website and advertised three upcoming positions via a press release, email blast, and social media. SMART accepted applications through February 29, 2024. There were 18 applications received from Sonoma and Marin County residents.

Staff recommends the Board of Directors establish an Ad Hoc Committee to review applications and recommend appointments to the COC.

Very truly yours,

/s/  
Eddy Cumins  
General Manager

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



**Eric Lucan, Chair**  
Marin County Board of Supervisors

April 3, 2024

**Melanie Bagby, Vice Chair**  
Sonoma County Mayors' and Councilmembers Association

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

**Kate Colin**  
Transportation Authority of Marin

**SUBJECT:** Survey Results

**Chris Coursey**  
Sonoma County Board of Supervisors

Dear Board Members:

**Rachel Farac**  
Transportation Authority of Marin

**SUMMARY:**

**Debora Fudge**  
Sonoma County Mayors' and Councilmembers Association

In June 2023, the Marin Civil Grand Jury released their report regarding SMART and their recommendations. The Civil Grand Jury had three recommendations.

**Patty Garbarino**  
Golden Gate Bridge,  
Highway/Transportation District

R1. Initiate a fully transparent, public process to be completed by April 1, 2024, that examines how SMART might continue funding its operations beyond April 2029, including an evaluation of when the voters would decide whether to continue levying a sales tax for SMART's operations.

**Barbara Pahre**  
Golden Gate Bridge,  
Highway/Transportation District

**Gabe Paulson**  
Marin County Council of Mayors and Councilmembers

R2. Direct staff to develop a written strategic marketing communications and public outreach plan and budget focused on educating voters in Marin County about the community benefits derived from the continued operation of the SMART rail system.

**David Rabbitt**  
Sonoma County Board of Supervisors

**Chris Rogers**  
Sonoma County Mayors' and Councilmembers Association

R3. Consider hiring consultants to help evaluate the feasibility and timing of future tax measures.

**Mary Sackett**  
Marin County Board of Supervisors

In consideration of these recommendations, in October 2023, SMART hired Fairbank, Maslin, Maullin, Metz & Associates (FM3) to conduct a baseline survey of voters in Marin and Sonoma Counties. The objectives of the work were to:

**Eddy Cumins**  
General Manager

- Develop a survey instrument
- Conduct the survey
- Evaluate the results
- Present the results

5401 Old Redwood Highway  
Suite 200  
Petaluma, CA 94954  
Phone: 707-794-3330  
Fax: 707-794-3037  
[www.SonomaMarinTrain.org](http://www.SonomaMarinTrain.org)

The results of this survey will provide a baseline and foundation for future work that SMART will undertake as part of our marketing and public outreach. Additionally, the survey provides the necessary information required to evaluate the feasibility and timing of a future tax measure to continue the existing ¼ cent sales and use tax past Spring of 2029.

The cost was \$38,500 and the results are being presented by FM3 at the Board Meeting on April 3, 2024.

Sincerely,

/s/

Heather McKillop  
Chief Financial Officer



**Eric Lucan, Chair**  
Marin County Board of Supervisors

**Melanie Bagby, Vice Chair**  
Sonoma County Mayors' and  
Councilmembers Association

**Kate Colin**  
Transportation Authority of Marin

**Chris Coursey**  
Sonoma County Board of Supervisors

**Rachel Farac**  
Transportation Authority of Marin

**Debora Fudge**  
Sonoma County Mayors' and  
Councilmembers Association

**Patty Garbarino**  
Golden Gate Bridge,  
Highway/Transportation District

**Barbara Pahre**  
Golden Gate Bridge,  
Highway/Transportation District

**Gabe Paulson**  
Marin County Council of Mayors and  
Councilmembers

**David Rabbitt**  
Sonoma County Board of Supervisors

**Chris Rogers**  
Sonoma County Mayors' and  
Councilmembers Association

**Mary Sackett**  
Marin County Board of Supervisors

**Eddy Cumins**  
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[www.SonomaMarinTrain.org](http://www.SonomaMarinTrain.org)

April 3, 2024

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

**SUBJECT:** Adopt a Resolution Authorizing the General Manager to Award Five (5) On-Call Construction Management Services Contracts:

Dear Board Members:

**RECOMMENDATION:**

Approve Resolution No. 2024-04 authorizing the General Manager to Award five (5) On-Call Construction Management Contracts:

1. CV-PS-23-001 with United Construction Management Corporations
2. CV-PS-23-003 with TRC Engineers, Inc.
3. CV-PS-23-004 with Biggs Cardosa Associates, Inc.
4. CV-PS-23-005 with 4LEAF, Inc.
5. CV-PS-23-006 with Ghirardelli Associates, Inc.

Each contract will have a term of up to five (5) years with a total not-to-exceed amount of \$7,000,000 across all five (5) contracts.

**SUMMARY:**

SMART has a considerable amount of construction work underway and more planned for the next several years. Staff determined that it would be desirable to leverage staff time by integrating construction management personnel into the SMART construction teams to assist with inspection, coordination, management, and related construction management functions. Staff determined that having a bench of up to five (5) on-call contracts would be beneficial based on the diverse project needs. This approach will allow SMART to draw from a great pool of talent and provide a better opportunity to have personnel available and with the right expertise when a particular position is needed. Once under contract, SMART will compete each task order among the awarded firms to select the most qualified firm for each task.

SMART issued a Request for Qualifications on September 18, 2023, for On Call Construction Management Services. SMART received six (6) responsive proposals on October 12, 2023. A selection committee reviewed and evaluated the statement of qualifications against the criteria identified in the solicitation which included: Firm Experience, Service Approach and Resource Capacity, Personnel Qualifications and Experience, and Demonstrated History of Performing Similar Work. Based on the Selection Committee's evaluation, SMART ranked the Proposers and issued a Notice of Shortlist Ranking. SMART's evaluation team then proceeded with negotiating fair and reasonable rates with each of the top five (5) Proposers being recommended for award.

Staff recommends approving Resolution No. 2024-04 authorizing the General Manager to Award five (5) On-Call Construction Management Contracts:

1. CV-PS-23-001 with United Construction Management Corporation
2. CV-PS-23-003 with TRC Engineers, Inc.
3. CV-PS-23-004 with Biggs Cardosa Associates, Inc.
4. CV-PS-23-005 with 4LEAF, Inc.
5. CV-PS-23-006 with Ghirardelli Associates, Inc.

Each contract will have a term of up to five (5) years with a total not-to-exceed amount of \$7,000,000 across all five (5) contracts.

**FISCAL IMPACT:** This action does not burden the budget since it is funded through individual projects as needs arise. These contracts will span multiple fiscal years and have been accounted for in Fiscal Year 2024 and beyond.

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

Very truly yours,

/s/

Bill Gamlen, P.E.  
Chief Engineer

Attachment(s): Resolution No. 2024-04

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE SONOMA-MARIN AREA RAIL TRANSIT DISTRICT  
APPROVING FIVE (5) CONSTRUCTION MANAGEMENT CONTRACTS FOR ON-CALL CONSTRUCTION  
MANAGEMENT SERVICES**

---

**WHEREAS**, the Sonoma-Marín Area Rail Transit District (SMART) is constructing passenger rail and pathway extensions in Marin and Sonoma Counties; and

**WHEREAS**, SMART issued a Request for Qualifications on September 18, 2023 for professional Construction Management services; and

**WHEREAS**, SMART received six (6) proposals on October 12, 2023; and

**WHEREAS**, In the Request for Qualifications document, SMART established that it may award up to five (5) contract; and

**WHEREAS**, SMART evaluated the qualification statements and ranked them in order of most qualified; and

**WHEREAS**, SMART intends to award five (5) contracts for a total not-to-exceed amount of \$1,400,000 with a term of up to 5 years;

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

1. The forgoing Recitals are true and correct and are incorporated herein and form a part of this Resolution.
2. Authorize the General Manager to execute the following contracts:
  - A. Contract No. CV-PS-23-001 with United Construction Management Corporation, for a total not-to-exceed contract amount of \$1,400,000.
  - B. Contract No. CV-PS-23-003 with TRC Engineers, Inc., for a total not-to-exceed contract amount of \$1,400,000.
  - C. Contract No. CV-PS-23-004 with Biggs Cardosa Associates, Inc., for a total not-to-exceed contract amount of \$1,400,000.
  - D. Contract No. CV-PS-23-005 with 4LEAF, Inc., for a total not-to-exceed contract amount of \$1,400,000.
  - E. Contract No. CV-PS-23-006 with Ghirardelli Associates, Inc., for a total not-to-exceed contract amount of \$1,400,000.

**Resolution No. 2024-04**  
**Sonoma-Marín Area Rail Transit District**  
**April 3, 2024**

**PASSED AND ADOPTED** at a regular meeting of the Board of Directors of the Sonoma-Marín Area Rail Transit District held on the 3<sup>rd</sup> day of April 2024, by the following vote:

**DIRECTORS:**

AYES:

NOES:

ABSENT:

ABSTAIN:

---

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

ATTEST:

---

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

## **AGREEMENT FOR CONSULTANT SERVICES**

This agreement (“Agreement”), dated as of April 3, 2024 (“Effective Date”) is by and between the Sonoma-Marín Area Rail Transit District (hereinafter “SMART”), and United Construction Management Corp (hereinafter “Consultant”).

### RECITALS

WHEREAS, Consultant represents that it is a duly qualified, licensed, and experienced in the areas of construction management support services, including resident engineer services, civil inspector services, electrical inspector services, and train control systems inspector services; and

WHEREAS, in the judgment of the Board of Directors of SMART or District, it is necessary and desirable to employ the services of Consultant to provide construction management support services, including resident engineer services, civil inspector services, electrical inspector services, and train control systems inspector services on a task-order basis; and

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

### AGREEMENT

#### **ARTICLE 1. RECITALS.**

Section 1.01        The above Recitals are true and correct.

#### **ARTICLE 2. LIST OF EXHIBITS.**

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

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

#### **ARTICLE 3. REQUEST FOR SERVICES.**

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

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

#### **ARTICLE 4. SCOPE OF SERVICES.**

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

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

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

Section 4.04 Assigned Personnel.

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

Scott Richards, Kieran Bain, Phil Gilmour, Ammar Alsarabi, Scott Sutton, Layth Alsarabi, Watt Lei, John Webber, Million Tadese, Wayne Richardson, Jose Garcia, Fabian Richardson, Tatevik Janveylan, Ken Riley, Mahsa Azad, Arman Tajarrood, Mohammadali Zarei, Nasim Rafie, Mustafa Hosseini, Mario Gutierrez, Hares Rahimzei,

Vladimir Shrayber, and Graham Hantz.

## **ARTICLE 5. PAYMENT.**

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

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

Section 5.02 Consultant will be reimbursed for hours worked at the hourly rates specified in **Exhibit B**. The specified hourly rates shall include direct salary costs, employee benefits, prevailing wages, employer payments, overhead, and fee. These rates are not adjustable for the performance period set forth in this Agreement. In addition, Consultant shall be reimbursed for incurred (actual) direct costs other than salary costs that are identified in **Exhibit B** and authorized in the executed Task Order. Task Orders may be negotiated for a lump sum (Firm Fixed Price) or for specific rates of compensation, both of which must be based on the labor and other rates set forth in the **Exhibit B**.

Section 5.03 Consultant shall be responsible for any future adjustments to prevailing wage rates including, but not limited to, base hourly rates and employer payments as determined by the Department of Industrial Relations. Consultant is responsible for paying the appropriate rate, including escalations that take place during the term of the Agreement.

Section 5.04 The total amount payable by SMART for all Task Orders resulting from this Agreement shall not exceed \$7,000,000. It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under this Agreement through Task Orders.

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

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

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

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

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

## **ARTICLE 6. TERM OF AGREEMENT.**

Section 6.01 The term of this Agreement shall remain in effect through December 31, 2028 or whenever the maximum not-to-exceed amount is reached, unless terminated earlier in accordance with the provisions of **Article 7** below. The period of performance for each specific project shall be in accordance with the Task Order for that project. No Task Order will be written which extends beyond the expiration date of this Agreement.

## **ARTICLE 7. TERMINATION.**

Section 7.01 Termination Without Cause. The District's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the District for any payment may arise until funds are made available by the District for this contract and until the Contractor or Consultant receives notice of such availability, as such and notwithstanding any other provision of this Agreement, at any time and without cause, SMART shall have the right, at their sole discretion, to terminate this Agreement by giving 30 days written notice to the other party.

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

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

Section 7.04 Payment Upon Termination. Upon termination of this Agreement by SMART, Consultant shall be entitled to receive as full payment for all services satisfactorily

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

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

## **ARTICLE 8. INDEMNIFICATION**

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

## **ARTICLE 9. INSURANCE.**

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

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

Section 9.02 General Liability Insurance. Commercial General Liability insurance covering products-completed and ongoing operations, property damage, bodily injury

and personal injury using an occurrence policy form, in an amount no less than \$2,000,000 per occurrence, and \$4,000,000 aggregate. Said policy shall include a Railroads CG 24 17 endorsement removing the exclusion of coverage, if applicable, for bodily injury or property damage arising out of operations within 50 feet of any railroad property and affecting any railroad bridge, trestle, tracks, roadbeds, tunnel, underpass or crossing as appropriate.

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

Section 9.04 Professional Liability Insurance (Errors and Omissions). Professional Liability insurance with limit no less than \$5,000,000 per occurrence or claim.

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

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

whether or not SMART has received a waiver of subrogation endorsement from the insurer.

- (e) The insurance policy(ies) shall be written by an insurance company or companies acceptable to SMART. Such insurance company shall be authorized to transact business in the state of California.

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

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

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

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

Section 9.08 Documentation. The following documentation shall be submitted to SMART:

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

before expiration or other termination of the existing policy.

Please email all renewal certificates of insurance and corresponding policy documents to [InsuranceRenewals@sonomamarintrain.org](mailto:InsuranceRenewals@sonomamarintrain.org).

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

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

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

## **ARTICLE 10. PROSECUTION OF WORK.**

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

## **ARTICLE 11. EXTRA OR CHANGED WORK.**

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

## **ARTICLE 12. REPRESENTATIONS OF CONSULTANT.**

Section 12.01 Standard of Care. SMART has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant hereby agrees that all its work will be performed and that its operations shall be conducted in accordance with generally accepted and applicable professional practices and standards as well

as the requirements of applicable federal, state and local laws, it being understood that acceptance of Consultant's work by SMART shall not operate as a waiver or release.

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

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

Section 12.04 Records Maintenance. Consultant shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement and shall make such documents and records available to SMART, the Federal Transit Administration, the Federal Railroad Administration, or Caltrans Auditors for inspection at any reasonable time. For the purposes of determining compliance with Gov. Code 8546.7, the Consultant, Subconsultants, and SMART shall maintain all books, documents, papers, accounting records, Independent CPA Audited Indirect Cost Rate workpapers, and other evidence pertaining to the performance of the Agreement including, but not limited to, the costs of administering the Agreement. Consultant shall maintain such records for a period of four (4) years following the date of final payment under the Agreement. Consultant and Subconsultants shall permit access to all records of employment, employment advertisements, employment application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission, or any other agency of the State of California designated by the State, for the purpose of any investigation to ascertain compliance with this document.

Section 12.05 Audit Reviews. Consultant and subconsultant Agreements, including cost proposals and Indirect Cost Rates (ICR), may be subject to audits or reviews such as, but not limited to, an Agreement audit, an incurred cost audit, an ICR audit, or a CPA ICR audit work paper review. If selected for audit or review, the Agreement, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is the Consultant's responsibility to ensure federal, SMART, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The Agreement, cost proposal, and ICR shall be adjusted by Consultant and approved by SMART to

conform to the audit or review recommendations. Consultant agrees that individual terms of costs identified in the audit report shall be incorporated into the Agreement by this reference if directed by SMART at its sole discretion. Refusal by Consultant to incorporate audit or review recommendations, or to ensure that the federal, SMART or local governments have access to CPA work papers, will be considered a breach of Agreement terms and cause for termination of the Agreement and disallowance of prior reimbursed costs.

Consultant's Cost Proposal may be subject to a CPA ICR Audit Work Paper Review and/or audit by the Independent Office of Audits and Investigations (IOAI). IOAI, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the Consultant and approved by SMART to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the Consultant to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the Agreement terms and cause for termination of the Agreement and disallowance of prior reimbursed costs.

1. During IOAI's review of the ICR audit work papers created by the Consultant's independent CPA, IOAI will work with the CPA and/or Consultant toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If IOAI identifies significant issues during the review and is unable to issue a cognizant approval letter, SMART will reimburse the Consultant at an accepted ICR until a FAR (Federal Acquisition Regulation) compliant ICR (e.g. 48 CFR Part 31; GAAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials (AASHTO) Audit Guide; and other applicable procedures and guidelines) is received and approved by IOAI.

Accepted rates will be as follows:

- a. If the proposed rate is less than one hundred fifty percent (150%) - the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.
  - b. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) - the accepted rate will be eighty-five percent (85%) of the proposed rate.
  - c. If the proposed rate is greater than two hundred percent (200%) - the accepted rate will be seventy-five percent (75%) of the proposed rate.
2. If IOAI is unable to issue a cognizant letter per paragraph 1. above, IOAI may require Consultant to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. IOAI will then have up to six (6) months to review the Consultant's and/or the independent CPA's revisions.
  3. If the Consultant fails to comply with the provisions of this section, or if IOAI is still unable to issue a cognizant approval letter after the revised independent CPA audited ICR is submitted, overhead cost reimbursement will be limited to the accepted ICR that was established upon initial rejection of the ICR and set forth in paragraph 1. for all rendered

services. In this event, this accepted ICR will become the actual and final ICR for reimbursement purposes under this Agreement.

4. Consultant may submit to SMART final invoice only when all of the following items have occurred: (1) IOAI accepts or adjusts the original or revised independent CPA audited ICR; (2) all work under this Agreement has been completed to the satisfaction of SMART; and, (3) IOAI has issued its final ICR review letter. The Consultant must submit its final invoice to SMART no later than sixty (60) calendar days after occurrence of the last of these items. The accepted ICR will apply to this Agreement and all other agreements executed between SMART and the Consultant, either as a prime or subconsultant, with the same fiscal period ICR.

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

Section 12.07 Nondiscrimination. Consultant shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition (including cancer), pregnancy, physical disability (including HIV and AIDS), mental disability, denial of family care leave, sexual orientation or other prohibited basis, including without limitation, SMART's Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference. Consultant shall also comply with the provisions of the Fair Employment and Housing Act (California Government Code, Section 12900 et seq.) and applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 11000 et seq).

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

Section 12.09 Ownership And Disclosure Of Work Product. Any and all work product resulting from this Agreement is commissioned by SMART as a work for hire. SMART

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

#### **ARTICLE 13. DEMAND FOR ASSURANCE.**

Each party to this Agreement undertakes the obligation that the other’s expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received. “Commercially reasonable” includes not only the conduct of a party with respect to performance under this Agreement, but also conduct with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding thirty (30) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party’s right to demand adequate assurance of future performance. Nothing in this **Article 13** limits SMART’s right to terminate this Agreement pursuant to **Article 7**.

#### **ARTICLE 14. ASSIGNMENT AND DELEGATION.**

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

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

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

If to SMART Manager: Sonoma-Marín Area Rail Transit District  
Attn: Bill Gamlen  
5401 Old Redwood Highway, Suite 200  
Petaluma, CA 94954  
[bgamlen@sonomamarintrain.org](mailto:bgamlen@sonomamarintrain.org)  
707-794-3049

If to SMART Billing: Sonoma-Marín Area Rail Transit District  
Attn: Accounts Payable  
5401 Old Redwood Highway, Suite 200  
Petaluma, CA 94954  
[billing@sonomamarintrain.org](mailto:billing@sonomamarintrain.org)  
707-794-3049

If to Consultant: United Construction Management Corp  
Attn: Scott Richards  
1901 Harrison St, Suite 100  
Oakland, CA 94612  
[scott@unitedecm.com](mailto:scott@unitedecm.com)  
925-750-0690

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

## **ARTICLE 16. MISCELLANEOUS PROVISIONS.**

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

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

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

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

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

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

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

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

Penalties:

1. The Consultant and any of its Subconsultants shall comply with Labor Code §1774 and §1775. Pursuant to Labor Code §1775, the Consultant and any Subconsultant shall forfeit to SMART a penalty of not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of DIR for the work or craft in which the worker is employed for any public work done under the Agreement by the Consultant or by its Subconsultant in violation of the requirements of the Labor Code and in particular, Labor Code §§1770 to 1780, inclusive.

2. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of mistake, inadvertence, or neglect of the Consultant or Subconsultant in failing to pay the correct rate of prevailing wages, or the previous record of the Consultant or Subconsultant in meeting their respective prevailing wage obligations, or the willful failure by the Consultant or Subconsultant to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rates of prevailing wages is not excusable if the Consultant or Subconsultant had knowledge of the obligations under the Labor Code. The Consultant is responsible for paying the appropriate rate, including any escalations that take place during the term of the Agreement.
3. In addition to the penalty and pursuant to Labor Code §1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Consultant or Subconsultant.
4. If a worker employed by a Subconsultant on a public works project is not paid the general prevailing per diem wages by the Subconsultant, the Consultant of the project is not liable for the penalties described above unless the Consultant had knowledge of that failure of the Subconsultant to pay the specified prevailing rate of wages to those workers or unless the Consultant fails to comply with all of the following requirements:
  - A. The Agreement executed between the Consultant and the Subconsultant for the performance of work on public works projects shall include a copy of the requirements in Labor Code §§ 1771, 1775, 1776, 1777.5, 1813, and 1815.
  - B. The Consultant shall monitor the payment of the specified general prevailing rate of per diem wages by the Subconsultant to the employees by periodic review of the certified payroll records of the Subconsultant.
  - C. Upon becoming aware of the Subconsultant's failure to pay the specified prevailing rate of wages to the Subconsultant's workers, the Consultant shall diligently take corrective action to halt or rectify the failure, including but not limited to, retaining sufficient funds due the Subconsultant for work performed on the public works project.
  - D. Prior to making final payment to the Subconsultant for work performed on the public works project, the Consultant shall obtain an affidavit signed under penalty of perjury from the Subconsultant that the Subconsultant had paid the specified general prevailing rate of per diem wages to the Subconsultant's employees on the public works project and any amounts due pursuant to Labor Code §1813.
5. Pursuant to Labor Code §1775, SMART shall notify the Consultant on a public works project within fifteen (15) calendar days of receipt of a complaint that a Subconsultant has failed to pay workers the general prevailing rate of per diem wages.

6. If SMART determines that employees of a Subconsultant were not paid the general prevailing rate of per diem wages and if SMART did not retain sufficient money under the Agreement to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the Consultant shall withhold an amount of moneys due the Subconsultant sufficient to pay those employees the general prevailing rate of per diem wages if requested by SMART.

#### Hours of Labor:

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

#### Employment of Apprentices:

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

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

Section 16.07 Subcontracting.

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

Name of Subcontractor and Location of Business	Description of Work
Albat 7317 Flowerwood Way Sacramento, CA 95831	Resident Engineer Services Civil Inspector Services
AZAD Engineering PC 649 Mission St, 5 <sup>th</sup> Floor San Francisco, CA 94105	Resident Engineer Services Civil Inspector Services
System-Rail 447 Sutter Street, Suite 405 San Francisco, CA 94108	Train Control Systems Inspector Services
Destination Enterprises 11940 Hammack Street Culver City, CA 90230	Train Control Specialists

- B. Nothing contained in this Agreement or otherwise, shall create any contractual relation between SMART and any Subconsultants, and no subagreement shall relieve the Consultant of its responsibilities and obligations hereunder. The Consultant agrees to be as fully responsible to SMART for the acts and omissions of its Subconsultants and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Consultant. The Consultant's obligation to pay its Subconsultants is an independent obligation from SMART's obligation to make payments to the Consultant.
- C. The Consultant shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted without written authorization by SMART, except that which is expressly identified in the Exhibit B.
- D. Any subagreement entered into as a result of this Agreement, shall contain all the provisions stipulated in this entire Agreement to be applicable to Subconsultants unless otherwise noted.
- D. Consultant shall pay its Subconsultants within fifteen (15) calendar days from receipt of each payment made to the Consultant by SMART.
- E. Any substitution of Subconsultants must be approved in writing by SMART in advance of assigning work to a substitute Subconsultant.
- F. Prompt Progress Payment. Consultant or subconsultant shall pay to any subconsultant, not later than fifteen (15) days after receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed Consultant on account of the work performed by the subconsultants, to the extent of each subconsultant's interest therein. In the event

that there is a good faith dispute over all or any portion of the amount due on a progress payment from Consultant or subconsultant to a subconsultant, Consultant or subconsultant may withhold no more than 150 percent of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the licensee to a penalty, payable to the subconsultant, of 2 percent of the amount due per month for every month that payment is not made.

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

G. Prompt Payment of Withheld Funds to Subconsultants.

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

Section 16.08 Equipment Purchase and Other Capital Expenditures.

- A. Prior authorization in writing by SMART shall be required before Consultant enters into any unbudgeted purchase order, or subcontract exceeding five thousand dollars (\$5,000) for supplies, equipment, or Consultant services. Consultant shall provide an evaluation of the necessity or desirability of incurring such costs.
- B. For purchase of any item, service, or consulting work not covered in Consultant's and exceeding five thousand dollars (\$5,000), with prior authorization SMART, three competitive quotations must be submitted with the request, or the absence of proposal must be adequately justified.
- C. Any equipment purchased with funds provided under the terms of this Agreement is subject to the following:
  1. Consultant shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of five thousand dollars (\$5,000) or more. If the purchased equipment needs replacement and is sold or traded in, SMART shall receive a proper refund or credit at the conclusion of the Agreement, or if the Agreement is terminated, Consultant may either keep the equipment and credit SMART in an amount equal to its fair market value, or sell such

equipment at the best price obtainable at a public or private sale, in accordance with established SMART procedures; and credit SMART in an amount equal to the sales price. If Consultant elects to keep the equipment, fair market value shall be determined at Consultant's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by SMART and Consultant, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by SMART.

2. Regulation 2 CFR 200 requires a credit to Federal funds when participating equipment with a fair market value greater than five thousand dollars (\$5,000) is credited to the project.

Section 16.09 Conflict of Interest.

- A. During the term of this Agreement, the Consultant shall disclose any financial, business, or other relationship with SMART that may have an impact upon the outcome of this Agreement or any ensuing SMART construction project. The Consultant shall also list current clients who may have a financial interest in the outcome of this Agreement or any ensuing SMART construction project which will follow.
- B. Consultant certifies that it has disclosed to SMART any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this Agreement. Consultant agrees to advise SMART of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this Agreement. Consultant further agrees to complete any statements of economic interest if required by either SMART or State law.
- C. The Consultant hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this Agreement.
- D. The Consultant hereby certifies that the Consultant or subconsultant and any firm affiliated with the Consultant or subconsultant that bids on any construction contract or on any Agreement to provide construction inspection for any construction project resulting from this Agreement, has established necessary controls to ensure a conflict of interest does not exist. An affiliated firm is one, which is subject to the control of the same persons, through joint ownership or otherwise.

Section 16.10 Contingent Fee. Consultant warrants, by execution of this Agreement that no person or selling agency has been employed, or retained, to solicit or secure this Agreement upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by Consultant for the purpose of securing business. For breach or violation of this warranty, SMART has the right to annul this Agreement without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the Agreement price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

Section 16.11 Safety.

- A. Consultant shall comply with OSHA regulations applicable to Consultant regarding necessary safety equipment or procedures. Consultant shall comply with safety instructions issued by SMART. Consultant personnel shall wear hard hats and safety vests at all times while working on the construction project site.
- B. Pursuant to the authority contained in Vehicle Code §591, SMART has determined that such areas are within the limits of the project and may be open to public traffic. Consultant shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. Consultant shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.
- C. Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Article.

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

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

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

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

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

Section 16.17 Acceptance of Electronic Signatures and Counterparts. The parties agree that this Contract, Agreements ancillary to this Contract, and related documents to be

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

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

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

**CONSULTANT: UNITED CONSTRUCTIN MANAGEMENT CORP**

By: \_\_\_\_\_  
Scott Richards, President

Date: \_\_\_\_\_

**SONOMA-MARIN AREA RAIL TRANSIT (SMART)**

By: \_\_\_\_\_  
Eddy Cumins, General Manager

Date: \_\_\_\_\_

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

By: \_\_\_\_\_  
Ken Hendricks, Procurement Manager

Date: \_\_\_\_\_

**APPROVED AS TO FORM FOR SMART:**

By: \_\_\_\_\_  
District Counsel

Date: \_\_\_\_\_

## **EXHIBIT A**

### **SCOPE OF WORK & TIMELINE**

#### **I. Overview**

The Sonoma-Marín Area Rail Transit District (SMART) is contracting with United Construction Management Corp to provide as-needed construction management services including, resident engineer services, civil inspector services, electrical inspector services, and train control systems inspector services. These services will be issued by awarded task order.

The Consultant shall be required to sign SMART's Confidentiality and Non-Disclosure Agreement prior to the start of any work requiring the Consultant to be in possession of Safety Sensitive Information "SSI".

#### **II. Project Management**

All work shall be initiated, scheduled, and reviewed by SMART's Chief Engineer or designee. All work performed under this contract will require a Task Order to be awarded and issued prior to work commencing. Any work performed outside of a fully executed Task Order will not be reimbursed.

#### **III. Scope of Work**

##### **A. Task Order Work**

Consultant shall perform the following services on an as-needed basis when awarded a task order:

##### **1. Resident Engineer Services**

The day-to-day representative responsible for these services will be managing field work, interacting directly with contractors, overseeing field work, performing field inspection, managing construction inspectors, reviewing progress payments, reviewing submittals, preparing reports, and related construction management functions to successfully construct work.

##### **2. Civil Inspector Services**

The representative responsible for these services will be a general civil engineering construction inspector who will provide detailed construction inspection. This position would report to a SMART or consultant Resident Engineer and will have specific responsibilities to assure that work is being constructed according to the plans. The Inspector will review field work on a daily basis, review plans and submittals, document the progress of work through daily inspection/observation reports. The Inspector will work closely with contractors, subcontractors, SMART personnel, and others as part of

overseeing field work. Knowledge of heavy civil construction, electrical systems, drainage, and erosion control is required. Knowledge of track and bridge construction is desirable.

### 3. Electrical Inspector Services

The representative responsible for these services will be a Field Inspector tasked with monitoring and inspecting the installation of electrical systems, such as power installations and lighting systems. Knowledge and understanding of the National Electric Code (NEC) is essential, as well as, PG&E standards. This Field Inspector will fully inspect the contractor's work as it is constructed, verifying work is constructed according to the plans and applicable codes.

### 4. Train Control Systems Inspector Services

The representative responsible for these services will be a Field Inspector for the construction, installation and testing of train control, grade crossing warning and communication systems. Knowledge and understanding of the National Electric Code (NEC) is essential, as well as, industry standards for railroad signaling systems. The Field Inspector will fully inspect the contractor's work as it is constructed, installed, and tested, verifying work is completed according to the plans and applicable codes.

## B. Task Order Award Process

SMART has awarded several Master Agreements for On-Call Construction Management Services as part of the Request for Qualifications solicitation.

A mini Request for Proposal (RFP) will be issued to the Consultants holding these Master Agreements when task order work is required. This process may be either informal (email, letter, etc.) or via a formal RFP process.

SMART will provide these Consultants with each task order for review and the opportunity to propose. Each Task Order shall detail the work required for the specific project, the required work schedule, and all required deliverables and requirements. The evaluation is a qualifications-based evaluation and criteria may include the following: availability of personnel, staff capabilities, completion time, experience of Consultant, specialized expertise, and past performance. Following review of the submitted Proposals and prior to unsealing the cost proposals, SMART will rank the Proposals.

SMART will unseal the top-ranked firm's cost proposal and review. The cost proposals shall be based on the specified rates of compensation included in the Exhibit B of this Agreement. Negotiations may commence with the top-ranked firm. If negotiations with the top-ranked firm are not successful, SMART will proceed with negotiations with the second highest ranking firm. This process will continue until negotiations are successful.

Pursuant to an authorized Task Order, the Consultant shall perform the services within SMART's geographical location, and shall include all necessary personnel, material, transportation, lodging, instrumentation, and the specialized facilities and equipment

necessary to satisfy all appropriate agencies and required to ensure compliance with all applicable Federal, State, and Local statutes, laws, codes, regulations, policies, procedures, ordinances, standards, specifications, performance standards, and guidelines, applicable to the Consultant's services and work product. The consultant is responsible for supplying and providing all necessary equipment and protective clothing in accordance with SMART's standards.

#### C. Location of Work

Field work is required and may include night work, weekend work, or work in remote areas within the Sonoma-Marín Area Rail Transit District (SMART) right-of-way and project sites. The locations and requirements will be included in each task order.

#### D. General Equipment Requirements

Unless otherwise specified in this Contract or resulting Task Orders, the Consultant shall provide all necessary tools, instruments, equipment, materials, supplies, and safety equipment required to perform the work identified in each Task Order and this Contract accurately, efficiently, and safely. The Consultant's personnel shall be fully trained in the use of such necessary tools, instruments, equipment, materials, supplies, and safety equipment. The Consultant shall not be reimbursed separately for tools of the trade.

#### E. General Consultant Requirements

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

1. Be responsible for supervising, reviewing, monitoring, training, and directing the Consultant's and Subconsultant's personnel.
2. Assign qualified personnel to complete the required Task Order work as specified on an "as-needed" basis in coordination with the SMART Manager. Consultant's personnel may be asked to attend certain special training if recommended by the SMART Manager.
3. Administer personnel actions for Consultant personnel and ensuring appropriate actions taken for Subconsultant personnel.
4. Maintain and submit organized project files for record tracking and auditing.
5. Develop, organize, facilitate, and attend scheduled coordination meetings, and preparation and distribution of meeting minutes.
6. Implement and maintain quality control procedures to manage conflicts, insure product and service accuracy and completion before billing to SMART.
7. Manage Subconsultants.
8. Manage Task Order budgets and provide reports to the SMART Manager.
9. Ensure compliance with the provisions of this Contract and all specified Task Order requirements.

10. Monitor the health and safety of personnel working in a hazardous environment in accordance with all applicable Federal, State, and Local regulations.
11. Have knowledge, experience, and familiarity with prevailing wage issues and requirements in the State of California.
12. Not remove or replace any existing personnel assigned to Task Orders without the prior written consent of the SMART Manager. The removal or replacement of personnel without written approval shall be a violation of the Contract and may result in Termination of the Contract. When assigned consultant personnel is on approved leave and required by the SMART Manager, the Consultant's Contract Manager shall provide a substitute employee until the assigned employee returns to work from the approved leave. The substitute personnel shall have the same job classification, billing rate, and experience level of the previously assigned personnel. Substitute personnel must receive prior written approval from the SMART Manager. Invoices with charges for personnel not identified in the Exhibit B shall not be reimbursed.
13. Follow all safety requirements and direction from the SMART Manager.

#### **IV. Timeline for Each Requirement / Task**

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

If SMART determines that the work cannot be performed during normal business hours or the work is necessary at off hours to avoid danger to life or property, or SMART's revenue operations, the Consultant's operations may be restricted to specific hours during the week. Night work or weekend work may be required on certain projects. Additionally, SMART's construction contractor's operations may be restricted to specific hours during the week. These requirements shall be clearly described in each Task Order. Any changes in hours or schedules after the original Task Orders are issued shall be documented by revision to the Task Orders.

#### **V. Acceptance Criteria**

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

**EXHIBIT B  
SCHEDULE OF RATES**

Consultant United ECM  Prime Consultant  Subconsultant  2<sup>nd</sup> Tier Subconsultant  
 Solicitation No. CV-PS-23-001 Solicitation Title: On-Call Construction Management Services Date: \_\_\_\_\_

For Combined Rate	Fringe Benefit%	+	General & Administrative%	=	Combined ICR%
OR					
For Home Office Rate	Fringe Benefit%	+	General & Administrative%	=	Combined ICR 120%
For Field Office Rate	Fringe Benefit%	+	General & Administrative%	=	Combined ICR 90%
				Fee	= 10%

BILLING INFORMATION				CALCULATION INFORMATION			
Classification (Examples)	Hourly Billing Rates <sup>2</sup>			Effective Date of Hourly Rate		Avg. Hourly Rate <sup>4</sup>	% or \$ Increase
	Straight <sup>3</sup>	OT(1.5x)	OT(2x)	From	To		
Resident Engineer	\$254.10	\$306.60	\$359.10	01/01/2024	12/31/2024	\$105.00	
	\$261.72	\$315.80	\$369.87	01/01/2025	12/31/2025	\$108.15	3%
	\$269.57	\$325.27	\$380.97	01/01/2026	12/31/2026	\$111.39	3%
	\$277.66	\$335.03	\$392.40	01/01/2027	12/31/2027	\$114.74	3%
	\$285.99	\$345.08	\$404.17	01/01/2028	12/31/2028	\$118.18	3%
Assistant Resident Engineer	\$211.75	\$255.50	\$299.25	01/01/2024	12/31/2024	\$87.50	
	\$218.10	\$263.17	\$308.23	01/01/2025	12/31/2025	\$90.13	3%
	\$224.65	\$271.06	\$317.47	01/01/2026	12/31/2026	\$92.83	3%
	\$231.38	\$279.19	\$327.00	01/01/2027	12/31/2027	\$95.61	3%
	\$238.33	\$287.57	\$336.81	01/01/2028	12/31/2028	\$98.48	3%
Office Engineer	\$181.50	\$219.00	\$256.50	01/01/2024	12/31/2024	\$75.00	
	\$186.95	\$225.57	\$264.20	01/01/2025	12/31/2025	\$77.25	3%

	\$192.55	\$232.34	\$272.12	01/01/2026	12/31/2026	\$79.57	3%
	\$198.33	\$239.31	\$280.28	01/01/2027	12/31/2027	\$81.95	3%
	\$204.28	\$246.49	\$288.69	01/01/2028	12/31/2028	\$84.41	3%
Inspector	\$181.50	\$219.00	\$256.50	01/01/2024	12/31/2024	\$75.00	
	\$186.95	\$225.57	\$264.20	01/01/2025	12/31/2025	\$77.25	3%
	\$192.55	\$232.34	\$272.12	01/01/2026	12/31/2026	\$79.57	3%
	\$198.33	\$239.31	\$280.28	01/01/2027	12/31/2027	\$81.95	3%
	\$204.28	\$246.49	\$288.69	01/01/2028	12/31/2028	\$84.41	3%
Field Engineer	\$181.50	\$219.00	\$256.50	01/01/2024	12/31/2024	\$75.00	
	\$186.95	\$225.57	\$264.20	01/01/2025	12/31/2025	\$77.25	3%
	\$192.55	\$232.34	\$272.12	01/01/2026	12/31/2026	\$79.57	3%
	\$198.33	\$239.31	\$280.28	01/01/2027	12/31/2027	\$81.95	3%
	\$204.28	\$246.49	\$288.69	01/01/2028	12/31/2028	\$84.41	3%
Project Engineer	\$181.50	\$219.00	\$256.50	01/01/2024	12/31/2024	\$75.00	
	\$186.95	\$225.57	\$264.20	01/01/2025	12/31/2025	\$77.25	3%
	\$192.55	\$232.34	\$272.12	01/01/2026	12/31/2026	\$79.57	3%
	\$198.33	\$239.31	\$280.28	01/01/2027	12/31/2027	\$81.95	3%
	\$204.28	\$246.49	\$288.69	01/01/2028	12/31/2028	\$84.41	3%
Planner	\$181.50	\$219.00	\$256.50	01/01/2024	12/31/2024	\$75.00	
	\$186.95	\$225.57	\$264.20	01/01/2025	12/31/2025	\$77.25	3%
	\$192.55	\$232.34	\$272.12	01/01/2026	12/31/2026	\$79.57	3%
	\$198.33	\$239.31	\$280.28	01/01/2027	12/31/2027	\$81.95	3%
	\$204.28	\$246.49	\$288.69	01/01/2028	12/31/2028	\$84.41	3%

**NOTES:**

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

Consultant United ECM

Prime Consultant

Subconsultant

Project No. CV-PS-23-0001

Contract No. \_\_\_\_\_

Date 12/4/2023

<b>SCHEDULE OF OTHER DIRECT COST ITEMS (Add additional pages as necessary)</b>				
<b>Description of Item</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Cost</b>	<b>Total</b>
Mileage Costs				\$0.00
Equipment Rental and Supplies				\$0.00
Permit Fees				\$0.00
Plan Sheets				\$0.00
Test				\$0.00
Vehicle				\$0.00
Subconsultant 1:				
Subconsultant 2:				
Subconsultant 3:				
Subconsultant 4:				
Subconsultant 5:				

Note: Add additional pages if necessary

**NOTES:**

1. List other direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentation.
2. Proposed ODC items should be consistently billed regardless of client and contract type.
3. Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
4. Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
5. Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.
6. Travel related costs should be pre-approved by the contract agency and shall not exceed current State Department of Personnel Administration rules.
7. If mileage is claimed, the rate should be properly supported by the consultant's calculation of their actual costs for company vehicles. In addition, the miles claimed should be supported by mileage logs.

8. If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is its standard procedure for all of their contracts and that they do not own any vehicles that could be used for the same purpose.
9. The cost proposal format shall not be amended. All costs must comply with the Federal cost principles.
10. Add additional pages if necessary.
11. Subconsultants must provide their own cost proposals.



**NOTES:**

1. Classifications that are subject to prevailing wage requirements must be marked with two asterisks (\*\*). For these classifications enter the actual prevailing wage rates for straight time, OT (1.5x), and OT (2x). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended.
3. For Non-Prevailing Wage Classifications, enter the Average Hourly Rate for that classification and the Hourly Range.
4. Billing rate for non-prevailing wage classifications = actual hourly rate \* (1+ ICR) \* (1+ Fee). Indirect cost rates shall be updated on an annual basis in accordance with the consultants annual accounting period and established by a cognizant agency or accepted by Caltrans. All costs must comply with the Federal cost principles for reimbursement.

Consultant Albat  Prime Consultant  Subconsultant  2nd Tier Subconsultant

Solicitation No. CV-PS-23-001 Solicitation Title: On-Call Construction Management Services Date: 12/21/2023

<b>SCHEDULE OF OTHER DIRECT COST ITEMS (Add additional pages as necessary)</b>					
<b>Description of Item</b>		<b>Quantity</b>	<b>Unit</b>	<b>Unit Cost</b>	<b>Total</b>
Mileage		See Note 7		\$	-
Equipment Rental & Supplies		See Note 4		\$	-
Permit Fees		N/A		\$	-
Plan Sheets		N/A		\$	-
Test		N/A		\$	-
Vehicle		N/A		\$	-
				\$	-
				\$	-
Subconsultant 1:					
Subconsultant 2:					
Subconsultant 3:					
Subconsultant 4:					
Subconsultant 5:					

Note: Add additional pages if necessary.

**NOTES:**

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

Consultant **AZAD Engineering PC**  Prime Consultant  Subconsultant  2<sup>nd</sup> Tier Subconsultant

Solicitation No. CV-PS-23-001 Solicitation Title: On-Call Construction Management Services

Date: 12/4/23

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

Overhead = **120%** Fee = **10** %

**BILLING INFORMATION**

**CALCULATION INFORMATION**

Classification (Examples)	Hourly Billing Rates <sup>2</sup>			Effective Date of Hourly Rate		Avg. Hourly Rate <sup>4</sup>	% or \$ Increase
	Straight <sup>3</sup>	OT(1.5x)	OT(2x)	From	To		
Resident Engineer	\$ 229.90	277.40	324.90	1/1/2024	12/31/2024	\$ 95.00	
	\$ 239.10	288.50	337.90	1/1/2025	12/31/2025	\$ 98.80	4%
	\$ 248.66	300.04	351.41	1/1/2026	12/31/2026	\$ 102.75	4%
	\$ 258.61	312.04	365.47	1/1/2027	12/31/2027	\$ 106.86	4%
	\$ 268.95	324.52	380.09	1/1/2028	12/31/2028	\$ 111.14	4%
Civil Inspector	\$ 217.80	262.80	307.80	1/1/2024	12/31/2024	\$ 90.00	
	\$ 226.51	273.31	320.11	1/1/2025	12/31/2025	\$ 93.60	4%
	\$ 235.57	284.24	332.92	1/1/2026	12/31/2026	\$ 97.34	4%
	\$ 245.00	295.61	346.23	1/1/2027	12/31/2027	\$ 101.24	4%
	\$ 254.80	307.44	360.08	1/1/2028	12/31/2028	\$ 105.29	4%
Office Engineer	\$ 169.40	204.40	239.40	1/1/2024	12/31/2024	\$ 70.00	
	\$ 176.18	212.58	248.98	1/1/2025	12/31/2025	\$ 72.80	4%
	\$ 183.22	221.08	258.94	1/1/2026	12/31/2026	\$ 75.71	4%
	\$ 190.55	229.92	269.29	1/1/2027	12/31/2027	\$ 78.74	4%
	\$ 198.17	239.12	280.06	1/1/2028	12/31/2028	\$ 81.89	4%

**NOTES:**

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

Consultant **AZAD Engineering PC**       Prime Consultant       Subconsultant

Project No. CV-PS-23-001      Contract No On-Call Construction Management Services -- Date 12/4/2023

<b>SCHEDULE OF OTHER DIRECT COST ITEMS (Add additional pages as necessary)</b>				
<b>Description of Item</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Cost</b>	<b>Total</b>
Mileage Costs		IRS Rate		\$0.00
Equipment Rental and Supplies				\$0.00
Permit Fees				\$0.00
Plan Sheets				\$0.00
Test				\$0.00
Vehicle				\$0.00
Subconsultant 1:				
Subconsultant 2:				
Subconsultant 3:				
Subconsultant 4:				
Subconsultant 5:				

Note: Add additional pages if necessary

**NOTES:**

1. List other direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentation.
2. Proposed ODC items should be consistently billed regardless of client and contract type.
3. Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
4. Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
5. Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.
6. Travel related costs should be pre-approved by the contract agency and shall not exceed current State Department of Personnel Administration rules.
7. If mileage is claimed, the rate should be properly supported by the consultant's calculation of their actual costs for company vehicles. In addition, the miles claimed should be supported by mileage logs.

8. If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is its standard procedure for all of their contracts and that they do not own any vehicles that could be used for the same purpose.
9. The cost proposal format shall not be amended. All costs must comply with the Federal cost principles.
10. Add additional pages if necessary.
11. Subconsultants must provide their own cost proposals.

Consultant System-Rail  Prime Consultant  Subconsultant  2nd Tier Subconsultant

Solicitation No. CV-PS-23-001 Solicitation Title: On-Call Construction Management Services Date: 10/16/2023

For Combined Rate	Fringe Benefit 56.00% +	General & Administrative 64.00%	=	Combined ICR	120.0%
OR					
For Home Office Rate	Fringe Benefit 56.00% +	General & Administrative 64.00%	=	Home Office ICR	120.000%
For Field Office Rate	Fringe Benefit 56.00% +	General & Administrative 64.00%	=	Field Office ICR	120.000%

Fee	=	10.00%
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**BILLING INFORMATION**

**CALCULATION INFORMATION**

Classification (Examples)	Hourly Billing Rates <sup>2</sup>			Effective Date of Hourly Rate		Avg. Hourly Rate <sup>4</sup>	% or \$ Increase	Hourly Range - For Classifications Only
	Straight <sup>1</sup>	OT(1.5x)	OT(2x)	From	To			
Resident Engineer	\$ 205.70	248.20	290.70	1/1/2024	12/31/2024	\$ 85.00		N/A
	\$ 211.87	255.65	299.42	1/1/2025	12/31/2025	\$ 87.55	3%	N/A
	\$ 218.23	263.32	308.40	1/1/2026	12/31/2026	\$ 90.18	3%	N/A
	\$ 224.77	271.21	317.66	1/1/2027	12/31/2027	\$ 92.88	3%	N/A
	\$ 231.52	279.35	327.19	1/1/2028	12/31/2028	\$ 95.67	3%	N/A
Train Control Systems Inspector	\$ 169.40	204.40	239.40	1/1/2024	12/31/2024	\$ 70.00		N/A
	\$ 174.48	210.53	246.58	1/1/2025	12/31/2025	\$ 72.10	3%	N/A
	\$ 179.72	216.85	253.98	1/1/2026	12/31/2026	\$ 74.26	3%	N/A
	\$ 185.11	223.35	261.60	1/1/2027	12/31/2027	\$ 76.49	3%	N/A
	\$ 190.66	230.05	269.45	1/1/2028	12/31/2028	\$ 78.79	3%	N/A
Office Engineer	\$ 129.62	156.40	183.18	1/1/2024	12/31/2024	\$ 53.56		N/A
	\$ 133.50	161.09	188.67	1/1/2025	12/31/2025	\$ 55.17	3%	N/A
	\$ 137.51	165.92	194.33	1/1/2026	12/31/2026	\$ 56.82	3%	N/A
	\$ 141.63	170.90	200.16	1/1/2027	12/31/2027	\$ 58.53	3%	N/A
	\$ 145.88	176.02	206.17	1/1/2028	12/31/2028	\$ 60.28	3%	N/A

Consultant System-Rail  Prime Consultant  Subconsultant  2nd Tier Subconsultant

Solicitation No. CV-PS-23-001 Solicitation Title: On-Call Construction Management Services Date: 10/16/2023

For Combined Rate	Fringe Benefit 56.00% +	General & Administrative 64.00%	=	Combined ICR	120.0%
OR					
For Home Office Rate	Fringe Benefit 56.00% +	General & Administrative 64.00%	=	Home Office ICR	120.000%
For Field Office Rate	Fringe Benefit 56.00% +	General & Administrative 64.00%	=	Field Office ICR	120.000%
			Fee	=	10.00%

**BILLING INFORMATION**

**CALCULATION INFORMATION**

Classification (Examples)	Hourly Billing Rates <sup>2</sup>			Effective Date of Hourly Rate		Avg. Hourly Rate <sup>4</sup>	% or \$ Increase	Hourly Range - For Classifications Only
	Straight <sup>3</sup>	OT(1.5x)	OT(2x)	From	To			

**NOTES:**

1. Classifications that are subject to prevailing wage requirements must be marked with two asterisks (\*\*). For these classifications enter the actual prevailing wage rates for straight time, OT (1.5x), and OT (2x). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended
3. For Non-Prevailing Wage Classifications, enter the Average Hourly Rate for that classification and the Hourly Range.
4. Billing rate for non-prevailing wage classifications = actual hourly rate \* (1+ ICR) \* (1+ Fee). Indirect cost rates shall be updated on an annual basis in accordance with the consultants annual accounting period and established by a cognizant agency or accepted by Caltrans. All costs must comply with the Federal cost principles for reimbursement.

Consultant \_\_\_\_\_  Prime Consultant  Subconsultant  2nd Tier Subconsultant

Solicitation No. CV-PS-23-001 Solicitation Title: On-Call Construction Management Services Date: 10/13/2023

SCHEDULE OF OTHER DIRECT COST ITEMS (Add additional pages as necessary)				
Description of Item	Quantity	Unit	Unit Cost	Total
Mileage			\$	-
Equipment Rental & Supplies			\$	-
Permit Fees			\$	-
Plan Sheets			\$	-
Test			\$	-
Vehicle			\$	-
			\$	-
			\$	-
Subconsultant 1:				
Subconsultant 2:				
Subconsultant 3:				
Subconsultant 4:				
Subconsultant 5:				

Note: Add additional pages if necessary.

**NOTES:**

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

Consultant Destination Enterprises  Prime Consultant  Subconsultant  2<sup>nd</sup> Tier Subconsultant

Solicitation No. CV-PS-23-001 Solicitation Title: On-Call Construction Management Services Date: 12/4/2023

For Combined Rate	Fringe Benefit 39.67%	+	General & Administrative 60.86%	=	Combined ICR 100.53%
OR					
For Home Office Rate	Fringe Benefit%	+	General & Administrative%	=	Combined ICR%
For Field Office Rate	Fringe Benefit%	+	General & Administrative%	=	Combined ICR%
				Fee	= 10%

**BILLING INFORMATION**

**CALCULATION INFORMATION**

Classification (Examples)	Hourly Billing Rates <sup>2</sup>			Effective Date of Hourly Rate		Avg. Hourly Rate <sup>4</sup>	% or \$ Increase
	Straight <sup>3</sup>	OT(1.5x)	OT(2x)	From	To		
Signal/Comms Inspector**	\$196.72	\$295.08	\$393.44	01/01/2024	12/31/2024	\$196.72	
	\$202.62	\$303.93	\$405.24	01/01/2025	12/31/2025	\$202.62	3%
	\$208.70	\$313.05	\$417.40	01/01/2026	12/31/2026	\$208.70	3%
	\$214.96	\$322.44	\$429.92	01/01/2027	12/31/2027	\$214.96	3%
	\$221.41	\$332.12	\$442.82	01/01/2028	12/31/2028	\$221.41	3%

*(Add pages as necessary)*

**NOTES:**

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

Consultant Destination Enterprises  Prime Consultant  Subconsultant

Project No. CV-PS\*23-001 Contract No. \_\_\_\_\_ Date 12/4/2023

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

Note: Add additional pages if necessary

**NOTES:**

1. List other direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentation.
2. Proposed ODC items should be consistently billed regardless of client and contract type.
3. Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
4. Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
5. Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.
6. Travel related costs should be pre-approved by the contract agency and shall not exceed current State Department of Personnel Administration rules.
7. If mileage is claimed, the rate should be properly supported by the consultant's calculation of their actual costs for company vehicles. In addition, the miles claimed should be supported by mileage logs.

8. If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is its standard procedure for all of their contracts and that they do not own any vehicles that could be used for the same purpose.
9. The cost proposal format shall not be amended. All costs must comply with the Federal cost principles.
10. Add additional pages if necessary.
11. Subconsultants must provide their own cost proposals.

**EXHIBIT C  
FTA & DOT REQUIREMENTS**

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

**1. General.**

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

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

**2. Access To Records and Reports.**

*Applicability: All Contracts*

Contractor shall comply with the following requirements:

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

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

(c) Access to Records. The Contractor agrees to provide access to SMART, FTA, FRA, and its contractors to inspect and audit records and information related to

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

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

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

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

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

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

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

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

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

### 3. **ADA Access**

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

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

### 4. **Buy America.**

*Applicability: All Rollingstock Purchases, Materials and Supplies Contracts, and Construction Contracts >\$150,000.*

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. part 661 and 2 CFR §200.322 Domestic preferences for procurements, which provide that Federal funds may not be obligated unless all 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. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C), 49 U.S.C. § 5323(u) and 49 C.F.R. § 661.11. Domestic preferences for procurements. The bidder or offeror must submit to SMART the appropriate Buy America certification. Bids or offers that are not accompanied by a completed Buy America certification will be rejected as nonresponsive.

Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

- 1) all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- 2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- 3) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project.

*Waivers:*

When necessary, recipients may apply for, and the Agency may grant, a waiver from these requirements. The Agency should notify the recipient for information on the process for requesting a waiver from these requirements.

- a) When the Federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:
  - 1) applying the domestic content procurement preference would be inconsistent with the public interest;
  - 2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
  - 3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in

America Office. There may be instances where an award qualifies, in whole or in part, for an existing waiver.

### Definitions:

“Construction materials” includes an article, material, or supply—other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives<sup>46</sup>—that is or consists primarily of:

- Non-ferrous metals;
- Plastic and Polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- Glass (including optic glass);
- Lumber; or
- Drywall

“Domestic content procurement preference” means all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; or the construction materials used in the project are produced in the United States.

“Infrastructure” includes, at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property. Infrastructure includes facilities that generate, transport, and distribute energy.

“Project” means the construction, alteration, maintenance, or repair of infrastructure in the United States.

## 5. **Lobbying**

*Applicability: All Contracts > \$100,000*

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR Part 20, “New Restrictions on Lobbying”. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of a Federal agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier certifies to the tier above that it will not and has not taken any action involving the Project or the Underlying Agreement for the Project, including any award, extension, or modification. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to SMART.

## 6. Cargo Preference Requirements.

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

The Contractor agrees to:

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

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

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

## 7. Charter Service.

*Applicability: All Operations & Management Contracts*

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

## 8. Civil Rights.

*Applicability: All Contracts*

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

1. **Federal Equal Employment Opportunity (EEO) Requirements.** These include, but are not limited to:
  - a) Nondiscrimination in Federal Public Transportation Programs. 49 U.S.C. § 5332, covering projects, programs, and activities financed under 49 U.S.C. Chapter 53, prohibits discrimination on the basis of race, color, religion, national origin, sex (including sexual orientation and gender identity), disability, or age, and prohibits discrimination in employment or business opportunity.

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

### **Civil Rights and Equal Opportunity**

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

1. **Nondiscrimination.** In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA and FRA may issue.
2. **Race, Color, Religion, National Origin, Sex.** In accordance with Title VII of the

Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA or FRA may issue.

3. **Age.** In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621- 634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any Implementing requirements FTA or FRA may issue.
4. **Disabilities.** In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA or FRA may issue.
5. **Promoting Free Speech and Religious Liberty.** The Contractor shall ensure that Federal funding is expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements: including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.

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

## 9. Clean Air Act

*Applicability: All Contracts > \$150,000*

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

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

## **10. Clean Water Act**

*Applicability: All Contracts > \$150,000*

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Water Act, as amended, 33 U.S.C. §§ 1251 - 1377 et seq.
- (2) The contractor agrees to report each violation to the SMART and understands and agrees that SMART will, in turn, report each violation as required to assure notification to the FTA and FRA, and the appropriate Environmental Protection Agency Regional Office in compliance with the notice of violating facility provisions in section 508 of the Clean Water Act, as amended, 33 U.S.C. 1368.
- (3) The Contractor agrees to protect underground sources of drinking water in compliance with the Safe Drinking Water Act of 1974, as amended, 42 U.S.C. 300f-300j-6.
- (4) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA or FRA.

## **11. Conformance with National ITS Architecture**

*Applicability: All ITS Contracts*

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

## **12. Contract Work Hours and Safety Standards Act.**

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

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

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

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

Compliance with the Contract Work Hours and Safety Standards Act.

- (1) Overtime requirements - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half (1.5) times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. SMART shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause

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

### **13. Davis Bacon Act and Copeland Anti-Kickback Act**

*Applicability: All Construction Contracts > \$2,000*

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

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

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

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

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

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

### **14. Debarment and Suspension**

*Applicability: All Contracts > \$25,000*

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

The certification in this clause is a material representation of fact relied upon by the SMART. If it is later determined that the contractor knowingly rendered an erroneous certification, in addition to remedies available to SMART, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Contractor agrees to comply with the requirements of 2 CFR 180 throughout the period of this contract.

## 15. Disadvantaged Business Enterprise (DBE)

*Applicability: All Contracts*

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

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

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

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

It is the policy of SMART and the United States Department of Transportation (“DOT”)

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

#### **16. DHS Seal, Logo, and Flags.**

*Applicability: All Contracts*

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

#### **17. Energy Conservation.**

*Applicability: All Contracts*

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

#### **18. Federal Changes.**

*Applicability: All Contracts*

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

#### **19. Fly America.**

*Applicability: All Contracts*

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

#### **20. Incorporation of Federal Transit Administration (FTA) Terms.**

*Applicability: All Contracts*

Incorporation of Federal Transit Administration (FTA) Terms - The provisions within include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in the current FTA Circular 4220 are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any request which would cause a violation of the FTA terms and conditions.

## **21. No Obligation by the Federal Government.**

*Applicability: All Contracts*

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

## **22. Notice of Legal Matters.**

*Applicability: All Contracts > \$25,000*

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

- (1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.
- (2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.
- (3) Additional Notice to the U.S. DOT Inspector General. The Recipient must

promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA or FRA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third-Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient.

### **23. Patent Rights and Rights in Data and Copyrights Requirements.**

*Applicability: All Research Project Contracts*

#### Intellectual Property Rights

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

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

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

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

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

## 24. Pre-Award and Post Delivery Audits Requirements.

*Applicability: All Rolling Stock/Turnkey Acquisition Contracts*

A Buy America certification under this part shall be issued in addition to any certification which may be required by 49 CFR Part 661. Nothing in this part precludes the FTA from conducting a Buy America investigation under part 661 of this title “Pre-Award and Post-Delivery Audit Requirements”.

The Contractor agrees to comply with “Buy America Requirements-Surface Transportation Assistance Act of 1982, as amended by 49 CFR 661.12, but has been modified to include FTA’s Buy America requirements codified at 49 U.S.C. A 5323(j).

Pre-Award and Post-Delivery Audit Requirements – The Contractor agrees to comply with 49 U.S.C. 5323(I) and FTA’s implementing regulation at 49 CFR Part 663 and to submit the following certifications:

- 1) Buy America Requirements: The Contractor shall complete and submit a declaration certifying either compliance or noncompliance with Buy America. If the firm certifies compliance with Buy America, it shall submit documentation which lists 1) component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; 2) the location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.
- 2) Solicitation Specification Requirements: The Contractor shall submit evidence that it will be capable of meeting the solicitation specifications.
- 3) Federal Motor Vehicle Safety Standards (FMVSS): The Contractor shall submit a) manufacturer’s FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or b) manufacturer’s certified statement that the contracted buses will not be subject to FMVSS regulations.

## 25. Recycled Products.

*Applicability: All Contracts > \$10,000*

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

## 26. Program Fraud and False or Fraudulent Statements and Related Acts

*Applicability: All Contracts*

- (a) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.* and U.S. DOT regulations,

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

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

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

## **27. Prompt Payment.**

*Applicability: All Contracts*

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

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

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

## 28. Safe Operation of Motor Vehicles.

*Applicability: All Contracts*

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

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

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

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

## 29. Seismic Safety.

*Applicability: All A&E and Construction Contracts*

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

### **30. Transit Employee Protective Agreements**

*Applicability: All Transit Operations Contracts*

The Transit Employee Protective Provisions apply to each contract for transit operations performed by employees of a Contractor recognized by FTA to be a transit operator.

- i. General Transit Employee Protective Requirements – To the extent that FTA determines that transit operations are involved, the Contractor agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 U.S.C. A 5333(b), and U.S. DOL guidelines at 29 CFR Part 215, and any amendments thereto. The requirements of this subsection however do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. 5310(a)(2), or for projects for non-urbanized areas authorized by 49 U.S.C. 5311. Alternate provisions for those projects are set forth in subsections (B) and (C) of this clause.
- ii. Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. 5310(a)(2) for Elderly Individuals and Individuals with Disabilities – If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. 5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. 5333(b) are necessary or appropriate for the state and SMART for which work is performed on the underlying contract, the Contractor agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. 5333(b), U.S. DOL guidelines at 29 CFR Part 215, and any amendments thereto.
- iii. Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. 5311 in Non-Urbanized Areas – If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. 5311, the Contractor agrees to comply with the terms and conditions of the Special Warranty for the Non-urbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.
- iv. The Contractor also agrees to include any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance by FTA.

### **31. Special DOL EEO Clause**

*Applicability: All Construction Contracts > \$10,000*

The contractor and subcontractor shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60- 741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require

that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

### **32. Drug and Alcohol Testing**

*Applicability: All Transit Operations Service Contracts*

The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 C.F.R. part 655, produce any documentation necessary to establish its compliance with part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency, or the Sonoma-Marín Area Rail Transit District, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 C.F.R. part 655 and review the testing process. The Contractor agrees further to certify annually its compliance with part 655 before June 30 and to submit the Management Information System (MIS) reports to the Sonoma-Marín Area Rail Transit District. To certify compliance the Contractor shall use the “Substance Abuse Certifications” in the “Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements”, which is published annually in the Federal Registrar.

### **33. Termination.**

*Applicability: All Contracts > \$10,000*

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

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

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

(c) Opportunity to Cure. SMART in its sole discretion may, in the case of a termination

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

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

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

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

(f) Termination for Default (Supplies and Service) If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Agency.

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

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

If the termination is for failure of the Contractor to fulfill the contract obligations, the

Agency may complete the work by contact or otherwise and the Contractor shall be liable for any additional cost incurred by the Agency.

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

(j) Termination for Convenience or Default (Cost Type Contracts) The Agency may terminate this contract, or any portion of it, by serving a Notice of Termination on the Contractor. The notice shall state whether the termination is for convenience of Agency or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the Contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the Agency, or property supplied to the Contractor by the Agency. If the termination is for default, the Agency may fix the fee, if the contract provides for a fee, to be paid the Contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the Agency and the parties shall negotiate the termination settlement to be paid the Contractor.

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

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

### **34. Veterans Hiring Preference.**

*Applicability: All Contracts*

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

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

### **35. Violation and Breach of Contract.**

*Applicability: All Contracts*

#### Rights and Remedies of SMART

The duties and obligations imposed by the Agreement and the rights and remedies

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

#### Rights and Remedies of Contractor

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

#### Remedies

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

#### Disputes

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

#### Performance during Dispute

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

#### Claims for Damages

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

### **36. Geographic Restrictions.**

*Applicability: All Contracts*

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

### **37. Metric System.**

*Applicability: All Contracts*

To the extent required by U.S. DOT, FRA, or FTA, Contractor shall use the metric system of measurement in its project activities pursuant to the Metric Conversion Act, as

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

### **38. Environmental Protection.**

*Applicability: All Contracts*

Contractor shall comply with the following requirements:

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

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

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

### **39. Privacy Act.**

*Applicability: All Contracts*

Contractor agrees to comply with and assures the compliance of its employees with the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C § 552. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. Contractor understands that the requirements of the Privacy Act, including civil and criminal penalties for violation of the Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

### **40. Transit Vehicle Manufacturer (TVM) Certifications**

*Applicability: All Rolling Stock Contracts*

49 CFR 26.49 – Contractor must submit to SMART a certification from each transit vehicle manufacture that desires to bid or propose upon a DOT-assisted transit vehicle procurement that it has complied with the requirements of 49 CFR 26.49. SMART may, however, with FTA approval, establish project-specific goals for DBE participation in the procurement of transit vehicles in lieu of complying through the overall goal setting

procedures.

#### **41. Federal Tax Liability and Recent Felony Convictions**

*Applicability: All Contracts*

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

#### **42. Rights to Inventions Made Under a Contract or Agreement.**

*Applicability: All Research and Development Contracts*

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

#### **43. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.**

*Applicability: All Contracts*

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

#### **44. Domestic Preferences for Procurements**

*Applicability: All Contracts*

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

For the purposes of this section:

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

2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

#### **45. Trafficking in Persons**

*Applicability: All Contracts*

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

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

#### **46. Severability**

*Applicability: All Contracts*

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

**EXHIBIT D - FEDERAL WAGE DETERMINATION**

"General Decision Number: CA20230007 09/01/2023

Superseded General Decision Number: CA20220007

State: California

Construction Types: Building, Heavy (Heavy and Dredging) and Highway

Counties: Alpine, Amador, Butte, Colusa, El Dorado, Glenn, Lassen, Marin, Modoc, Napa, Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Siskiyou, Solano, Sonoma, Sutter, Tehama, Trinity, Yolo and Yuba Counties in California.

**BUILDING CONSTRUCTION PROJECTS (excluding Amador County only); DREDGING CONSTRUCTION PROJECTS (does not include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); AND HIGHWAY CONSTRUCTION PROJECTS**

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

<p>If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</p>	<p>. Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.</p>
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<p>If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:</p>	<p>. Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all</p>
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| hours spent performing on |  
| that contract in 2023. |

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/06/2023
1	01/13/2023
2	01/20/2023
3	02/03/2023
4	03/03/2023
5	03/10/2023
6	03/17/2023
7	03/31/2023
8	04/07/2023
9	04/14/2023
10	04/21/2023
11	04/28/2023
12	05/05/2023
13	06/02/2023
14	06/23/2023
15	06/30/2023
16	07/14/2023
17	07/28/2023
18	08/11/2023
19	08/18/2023
20	09/01/2023

ASBE0016-001 02/01/2023

AREA 1: MARIN, NAPA, SAN BENITO, SAN FRANCISCO, SOLANO, & SONOMA COUNTIES

AREA 2: ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHEMA, TRINITY, YOLO, & YUBA COUNTIES

Rates Fringes

Asbestos Workers/Insulator  
(Includes the application of  
all insulating materials,

Protective Coverings,  
Coatings, and Finishes to all  
types of mechanical systems)

Area 1.....	\$ 80.91	23.82
Area 2.....	\$ 62.26	23.82

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ASBE0016-007 01/01/2021

AREA 1 : ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN,  
LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA,  
SIERRA, SISKIYOU, SOLANO, SONOMA, SUTTER, TEHAMA, TRINITY, YOLO  
& YUBA COUNTIES

AREA 2: MARIN & NAPA COUNTIES

Rates Fringes

Asbestos Removal  
worker/hazardous material  
handler (Includes  
preparation, wetting,  
stripping, removal,  
scrapping, vacuuming, bagging  
and disposing of all  
insulation materials from  
mechanical systems, whether  
they contain asbestos or not)

AREA 1.....	\$ 30.45	10.60
AREA 2.....	\$ 36.53	9.27

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BOIL0549-002 01/01/2021

Rates Fringes

BOILERMAKER

(1) Marin & Solano Counties.	\$ 49.62	41.27
(2) Remaining Counties.....	\$ 45.60	38.99

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BRCA0003-001 08/01/2022

Rates Fringes

MARBLE FINISHER.....	\$ 39.20	18.31
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BRCA0003-004 05/01/2022

AREA 1: ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN,  
LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA,  
SIERRA, SUTTER, TEHAMA, YOLO AND YUBA COUNTIES

AREA 2: MARIN, NAPA, SISKIYOU, SOLANO, SONOMA AND TRINITY  
COUNTIES

Rates Fringes

BRICKLAYER

AREA 1.....	\$ 49.32	22.65
AREA 2.....	\$ 53.69	26.03

SPECIALTY PAY:

- (A) Underground work such as tunnel work, sewer work, manholes, catch basins, sewer pipes and telephone conduit shall be paid \$1.25 per hour above the regular rate. Work in direct contact with raw sewage shall receive \$1.25 per hour in addition to the above.
- (B) Operating a saw or grinder shall receive \$1.25 per hour above the regular rate.
- (C) Guniting nozzle person shall receive \$1.25 per hour above the regular rate.

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BRCA0003-008 07/01/2022

Rates Fringes

TERRAZZO FINISHER.....	\$ 41.93	18.98
TERRAZZO WORKER/SETTER.....	\$ 56.84	27.53

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BRCA0003-010 04/01/2022

Rates Fringes

TILE FINISHER

Area 1.....	\$ 31.12	16.11
Area 2.....	\$ 30.90	17.87
Area 3.....	\$ 33.86	17.74
Area 4.....	\$ 31.89	17.18

Tile Layer

Area 1.....	\$ 51.02	19.35
Area 2.....	\$ 50.66	20.77
Area 3.....	\$ 55.41	20.87
Area 4.....	\$ 52.28	20.79

- AREA 1: Butte, Colusa, El Dorado, Glenn, Lassen, Modoc, Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Sutter, Tehama, Yolo, Yuba
- AREA 2: Alpine, Amador
- AREA 3: Marin, Napa, Solano, Siskiyou
- AREA 4: Sonoma

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BRCA0003-014 08/01/2022

Rates Fringes

MARBLE MASON.....	\$ 56.98	28.54
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CARP0034-001 07/01/2021

Rates      Fringes

Diver

Assistant Tender, ROV		
Tender/Technician.....	\$ 54.10	34.69
Diver standby.....	\$ 60.51	34.69
Diver Tender.....	\$ 59.51	34.69
Diver wet.....	\$ 103.62	34.69
Manifold Operator (mixed gas).....	\$ 64.51	34.69
Manifold Operator (Standby).\$	59.51	34.69

DEPTH PAY (Surface Diving):

050 to 100 ft	\$2.00 per foot
101 to 150 ft	\$3.00 per foot
151 to 220 ft	\$4.00 per foot
221 ft.-deeper	\$5.00 per foot

SATURATION DIVING:

The standby rate shall apply until saturation starts. The saturation diving rate applies when divers are under pressure continuously until work task and decompression are complete. The diver rate shall be paid for all saturation hours.

DIVING IN ENCLOSURES:

Where it is necessary for Divers to enter pipes or tunnels, or other enclosures where there is no vertical ascent, the following premium shall be paid: Distance traveled from entrance 26 feet to 300 feet: \$1.00 per foot. When it is necessary for a diver to enter any pipe, tunnel or other enclosure less than 48" in height, the premium will be \$1.00 per foot.

WORK IN COMBINATION OF CLASSIFICATIONS:

Employees working in any combination of classifications within the diving crew (except dive supervisor) in a shift are paid in the classification with the highest rate for that shift.

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CARP0034-003 07/01/2021

Rates      Fringes

Piledriver.....	\$ 54.10	34.69
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CARP0035-001 08/01/2020

AREA 1: MARIN, NAPA, SOLANO & SONOMA

AREA 3: SACRAMENTO, WESTERN EL DORADO (Territory west of an including highway 49 and the territory inside the city limits of Placerville), WESTERN PLACER (Territory west of and including highway 49), & YOLO

AREA 4: ALPINE, BUTTE, COLUSA, EASTERN EL DORADO, GLENN, LASSEN, MODOC, NEVADA, EASTERN PLACER, PLUMAS, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, & YUBA

	Rates	Fringes
Drywall Installers/Lathers:		
Area 1.....	\$ 52.65	31.26
Area 3.....	\$ 47.27	31.26
Area 4.....	\$ 45.92	31.26
Drywall Stocker/Scrapper		
Area 1.....	\$ 26.33	18.22
Area 3.....	\$ 23.64	18.22
Area 4.....	\$ 22.97	18.22

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 CARP0035-009 07/01/2020

Marin County

	Rates	Fringes
CARPENTER		
Bridge Builder/Highway Carpenter.....	\$ 52.65	30.82
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 52.80	30.82
Journeyman Carpenter.....	\$ 52.65	30.82
Millwright.....	\$ 52.75	32.41

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 CARP0035-010 07/01/2020

AREA 1: Marin, Napa, Solano & Sonoma Counties

AREA 2: Monterey, San Benito and Santa Cruz

AREA 3: Alpine, Butte, Colusa, El Dorado, Glenn, Lassen, Modoc, Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Siskiyou, Sutter, Tehama, Trinity, Yolo & Yuba counties

	Rates	Fringes
Modular Furniture Installer		
Area 1 Installer.....	\$ 28.76	22.53

Lead Installer.....	\$ 32.21	23.03
Master Installer.....	\$ 36.43	23.03
Area 2		
Installer.....	\$ 26.11	22.53
Lead Installer.....	\$ 29.08	23.03
Master Installer.....	\$ 32.71	23.03
Area 3		
Installer.....	\$ 25.16	22.53
Lead Installer.....	\$ 27.96	23.03
Master Installer.....	\$ 31.38	23.03

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 CARP0046-001 07/01/2021

El Dorado (West), Placer (West), Sacramento and Yolo Counties

Rates Fringes

Carpenters

Bridge Builder/Highway Carpenter.....	\$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 49.12	31.49
Journeyman Carpenter.....	\$ 48.97	31.49
Millwright.....	\$ 51.47	33.08

Footnote: Placer County (West) includes territory West of and including Highway 49 and El Dorado County (West) includes territory West of and including Highway 49 and territory inside the city limits of Placerville.

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 CARP0046-002 07/01/2021

Alpine, Colusa, El Dorado (East), Nevada, Placer (East),  
 Sierra, Sutter and Yuba Counties

Rates Fringes

Carpenters

Bridge Builder/Highway Carpenter.....	\$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 47.77	31.49
Journeyman Carpenter.....	\$ 47.62	31.49
Millwright.....	\$ 50.12	33.08

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 CARP0152-003 07/01/2020

Amador County

Rates Fringes

Carpenters

Bridge Builder/Highway Carpenter.....	\$ 52.65	30.82
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 45.57	30.82
Journeyman Carpenter.....	\$ 45.42	30.82
Millwright.....	\$ 47.92	32.41

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CARP0180-001 07/01/2021

Solano County

Rates Fringes

Carpenters

Bridge Builder/Highway Carpenter.....	\$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 55.00	31.49
Journeyman Carpenter.....	\$ 54.85	31.49
Millwright.....	\$ 54.95	33.08

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CARP0751-001 07/01/2021

Napa and Sonoma Counties

Rates Fringes

Carpenters

Bridge Builder/Highway Carpenter.....	\$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 55.00	31.49
Journeyman Carpenter.....	\$ 54.85	31.49
Millwright.....	\$ 54.95	33.08

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CARP1599-001 07/01/2020

Butte, Glenn, Lassen, Modoc, Plumas, Shasta, Siskiyou, Tehama  
and Trinity Counties

Rates Fringes

Carpenters

Bridge Builder/Highway Carpenter.....	\$ 52.65	30.82
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 45.57	30.82
Journeyman Carpenter.....	\$ 45.42	30.82
Millwright.....	\$ 47.92	32.41

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ELEC0180-001 06/01/2023

NAPA AND SOLANO COUNTIES

Rates Fringes

CABLE SPLICER.....	\$ 63.07	3%+26.88
ELECTRICIAN.....	\$ 56.06	3%+26.88

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ELEC0180-003 12/01/2022

NAPA AND SOLANO COUNTIES

Rates Fringes

Sound & Communications

Installer.....	\$ 46.64	25.30
Technician.....	\$ 53.64	25.51

SCOPE OF WORK INCLUDES-

SOUND & VOICE TRANSMISSION (Music, Intercom, Nurse Call, Telephone); FIRE ALARM SYSTEMS [excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs], TELEVISION & VIDEO SYSTEMS, SECURITY SYSTEMS, COMMUNICATIONS SYSTEMS that transmit or receive information and/or control systems that are intrinsic to the above.

EXCLUDES-

Excludes all other data systems or multiple systems which include control function or power supply; excludes installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excludes energy management systems.

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN,  
NEVADA, PLACER, PLUMAS, SACRAMENTO, TRINITY, YOLO, YUBA COUNTIES

Rates Fringes

Communications System

Sound & Communications

Installer.....\$ 29.35 3%+15.35

Sound & Communications

Technician.....\$ 33.75 3%+15.35

SCOPE OF WORK

Includes the installation testing, service and maintenance, of the following systems which utilize the transmission and/or transference of voice, sound, vision and digital for commercial, education, security and entertainment purposes for the following TV monitoring and surveillance, background-foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call system, radio page, school intercom and sound, burglar alarms, and low voltage master clock systems.

A. SOUND AND VOICE TRANSMISSION/TRANSFERENCE SYSTEMS

Background foreground music Intercom and telephone interconnect systems, Telephone systems, Nurse call systems, Radio page systems, School intercom and sound systems, Burglar alarm systems, Low voltage master clock systems, Multi-media/multiplex systems, Sound and musical entertainment systems, RF systems, Antennas and Wave Guide.

B. FIRE ALARM SYSTEMS

Installation, wire pulling and testing

C. TELEVISION AND VIDEO SYSTEMS Television monitoring and surveillance systems, Video security systems, Video entertainment systems, Video educational systems, Microwave transmission systems, CATV and CCTV

D. SECURITY SYSTEMS Perimeter security systems  
Vibration sensor systems Card access systems Access control systems Sonar/infrared monitoring equipment

E. COMMUNICATIONS SYSTEMS THAT TRANSMIT OR RECEIVE INFORMATION AND/OR CONTROL SYSTEMS THAT ARE INTRINSIC TO THE ABOVE LISTED SYSTEMS SCADA (Supervisory Control and Data Acquisition) PCM (Pulse Code Modulation) Inventory Control Systems Digital Data Systems Broadband and Baseband and Carriers Point of Sale Systems VSAT Data Systems Data Communication

Systems RF and Remote Control Systems Fiber Optic  
 Data Systems WORK EXCLUDED Raceway systems are not covered  
 (excluding Ladder-Rack for the purpose of the above listed  
 systems). Chases and/or nipples (not to exceed 10 feet)  
 may be installed on open wiring systems. Energy management  
 systems. SCADA (Supervisory Control and Data Acquisition)  
 when not intrinsic to the above listed systems (in the  
 scope). Fire alarm systems when installed in raceways  
 (including wire and cable pulling) shall be performed at  
 the electrician wage rate, when either of the following two  
 (2) conditions apply:

1. The project involves new or major remodel building trades  
 construction.
2. The conductors for the fire alarm system are installed in  
 conduit.

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 ELEC0340-003 08/01/2022

ALPINE (West of Sierra Mt. Watershed), AMADOR, BUTTE, COLUSA,  
 EL DORADO (West of Sierra Mt. Watershed), GLENN, LASSEN, NEVADA  
 (West of Sierra Mt. Watershed), PLACER, PLUMAS, SACRAMENTO,  
 SHASTA, SIERRA (West of Sierra Mt. Watershed), SUTTER, TEHAMA,  
 TRINITY, YOLO & YUBA COUNTIES

Rates Fringes

ELECTRICIAN

Remaining area.....	\$ 45.06	34.09
Sierra Army Depot, Herlong..	\$ 48.83	18.54
Tunnel work.....	\$ 41.01	18.54

CABLE SPLICER: Receives 110% of the Electrician basic hourly  
 rate.

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 ELEC0401-005 01/01/2022

ALPINE (east of the main watershed divide), EL DORADO (east of  
 the main watershed divide), NEVADA (east of the main  
 watershed), PLACER (east of the main watershed divide) and  
 SIERRA (east of the main watershed divide) COUNTIES:

Rates Fringes

ELECTRICIAN.....	\$ 42.50	20.95
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ZONE RATE:

70-90 miles - \$8.00 per hour  
 91+ miles - \$10.00 per hour

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ELEC0551-004 06/01/2023

MARIN AND SONOMA COUNTIES

Rates      Fringes

ELECTRICIAN.....\$ 56.92      30.16  
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ELEC0551-005 12/01/2022

MARIN & SONOMA COUNTIES

Rates      Fringes

Sound & Communications

  Installer.....\$ 46.64      25.30  
  Technician.....\$ 53.64      25.65

SCOPE OF WORK INCLUDES-

SOUND & VOICE TRANSMISSION (Music, Intercom, Nurse Call, Telephone); FIRE ALARM SYSTEMS [excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs],

TELEVISION & VIDEO SYSTEMS, SECURITY SYSTEMS, COMMUNICATIONS SYSTEMS that transmit or receive information and/or control systems that are intrinsic to the above.

EXCLUDES-

Excludes all other data systems or multiple systems which include control function or power supply; excludes installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excludes energy management systems.

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ELEC0659-006 01/01/2023

DEL NORTE, MODOC and SISKIYOU COUNTIES

Rates      Fringes

ELECTRICIAN.....\$ 43.97      19.26  
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ELEC0659-008 02/01/2023

DEL NORTE, MODOC & SISKIYOU COUNTIES

Rates      Fringes

Line Construction

(1) Cable Splicer.....	\$ 67.80	4.5%+22.15
(2) Lineman, Pole Sprayer, Heavy Line Equipment Man....	\$ 60.54	4.5%+22.15
(3) Tree Trimmer.....	\$ 37.84	4.5%+14.30
(4) Line Equipment Man.....	\$ 53.82	4.5%+19.40
(5) Powdermen, Jackhammermen.....	\$ 40.37	4.5%+14.30
(6) Groundman.....	\$ 33.37	4.5%+14.30

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ELEC1245-004 06/01/2022

ALL COUNTIES EXCEPT DEL NORTE, MODOC & SISKIYOU

Rates Fringes

LINE CONSTRUCTION

(1) Lineman; Cable splicer..	\$ 64.40	22.58
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment).....	\$ 50.00	21.30
(3) Groundman.....	\$ 38.23	20.89
(4) Powderman.....	\$ 51.87	18.79

HOLIDAYS: New Year's Day, M.L. King Day, Memorial Day,  
Independence Day, Labor Day, Veterans Day, Thanksgiving Day  
and day after Thanksgiving, Christmas Day

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ELEV0008-001 01/01/2023

Rates Fringes

ELEVATOR MECHANIC.....\$ 77.61 37.335+a+b

FOOTNOTE:

- a. PAID VACATION: Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for 6 months to 5 years of service.
- b. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

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ENGI0003-008 08/01/2022

Rates Fringes

Dredging: (DREDGING:  
CLAMSHELL & DIPPER DREDGING;

HYDRAULIC SUCTION DREDGING:)

AREA 1:

(1) Leverman.....	\$ 55.15	35.46
(2) Dredge Dozer; Heavy duty repairman.....	\$ 50.19	35.46
(3) Booster Pump Operator; Deck Engineer; Deck mate; Dredge Tender; Winch Operator.....	\$ 49.07	35.46
(4) Bargeman; Deckhand; Fireman; Leveehand; Oiler..	\$ 45.77	35.46

AREA 2:

(1) Leverman.....	\$ 57.15	35.46
(2) Dredge Dozer; Heavy duty repairman.....	\$ 52.19	35.46
(3) Booster Pump Operator; Deck Engineer; Deck mate; Dredge Tender; Winch Operator.....	\$ 51.07	35.46
(4) Bargeman; Deckhand; Fireman; Leveehand; Oiler..	\$ 47.77	35.46

AREA DESCRIPTIONS

AREA 1: ALAMEDA,BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS, SUTTER, YOLO, AND YUBA COUNTIES

AREA 2: MODOC COUNTY

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

ALPINE COUNTY:

Area 1: Northernmost part  
Area 2: Remainder

CALAVERAS COUNTY:

Area 1: Remainder  
Area 2: Eastern part

COLUSA COUNTY:

Area 1: Eastern part  
Area 2: Remainder

ELDORADO COUNTY:

Area 1: North Central part  
Area 2: Remainder

FRESNO COUNTY:

Area 1: Remainder

Area 2: Eastern part

**GLENN COUNTY:**

Area 1: Eastern part

Area 2: Remainder

**LASSEN COUNTY:**

Area 1: Western part along the Southern portion of border  
with Shasta County

Area 2: Remainder

**MADERA COUNTY:**

Area 1: Except Eastern part

Area 2: Eastern part

**MARIPOSA COUNTY**

Area 1: Except Eastern part

Area 2: Eastern part

**MONTERREY COUNTY**

Area 1: Except Southwestern part

Area 2: Southwestern part

**NEVADA COUNTY:**

Area 1: All but the Northern portion along the border of  
Sierra County

Area 2: Remainder

**PLACER COUNTY:**

Area 1: All but the Central portion

Area 2: Remainder

**PLUMAS COUNTY:**

Area 1: Western portion

Area 2: Remainder

**SHASTA COUNTY:**

Area 1: All but the Northeastern corner

Area 2: Remainder

**SIERRA COUNTY:**

Area 1: Western part

Area 2: Remainder

**SISKIYOU COUNTY:**

Area 1: Central part

Area 2: Remainder

**SONOMA COUNTY:**

Area 1: All but the Northwestern corner

Area 2: Remainder

**TEHAMA COUNTY:**

Area 1: All but the Western border with Mendocino & Trinity

Counties  
Area 2: Remainder

TRINITY COUNTY:  
Area 1: East Central part and the Northeastern border with  
Shasta County  
Area 2: Remainder

TUOLUMNE COUNTY:  
Area 1: Except Eastern part  
Area 2: Eastern part

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ENGI0003-019 06/29/2020

SEE AREA DESCRIPTIONS BELOW

	Rates	Fringes
OPERATOR: Power Equipment (LANDSCAPE WORK ONLY)		
GROUP 1		
AREA 1.....	\$ 39.95	30.28
AREA 2.....	\$ 41.95	30.28
GROUP 2		
AREA 1.....	\$ 36.35	30.28
AREA 2.....	\$ 38.35	30.28
GROUP 3		
AREA 1.....	\$ 31.74	30.28
AREA 2.....	\$ 33.74	30.28

GROUP DESCRIPTIONS:

GROUP 1: Landscape Finish Grade Operator: All finish grade work regardless of equipment used, and all equipment with a rating more than 65 HP.

GROUP 2: Landscape Operator up to 65 HP: All equipment with a manufacturer's rating of 65 HP or less except equipment covered by Group 1 or Group 3. The following equipment shall be included except when used for finish work as long as manufacturer's rating is 65 HP or less: A-Frame and Winch Truck, Backhoe, Forklift, Hydragraphic Seeder Machine, Roller, Rubber-Tired and Track Earthmoving Equipment, Skiploader, Straw Blowers, and Trencher 31 HP up to 65 HP.

GROUP 3: Landscae Utility Operator: Small Rubber-Tired Tractor, Trencher Under 31 HP.

AREA DESCRIPTIONS:

AREA 1: ALAMEDA, BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN,

SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS,  
SUTTER, YOLO, AND YUBA COUNTIES

AREA 2 - MODOC COUNTY

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS  
NOTED BELOW:

ALPINE COUNTY:

Area 1: Northernmost part  
Area 2: Remainder

CALAVERAS COUNTY:

Area 1: Except Eastern part  
Area 2: Eastern part

COLUSA COUNTY:

Area 1: Eastern part  
Area 2: Remainder

DEL NORTE COUNTY:

Area 1: Extreme Southwestern corner  
Area 2: Remainder

ELDORADO COUNTY:

Area 1: North Central part  
Area 2: Remainder

FRESNO COUNTY

Area 1: Except Eastern part  
Area 2: Eastern part

GLENN COUNTY:

Area 1: Eastern part  
Area 2: Remainder

HUMBOLDT COUNTY:

Area 1: Except Eastern and Southwestern parts  
Area 2: Remainder

LAKE COUNTY:

Area 1: Southern part  
Area 2: Remainder

LASSEN COUNTY:

Area 1: Western part along the Southern portion of border  
with Shasta County  
Area 2: Remainder

MADERA COUNTY

Area 1: Remainder  
Area 2: Eastern part

MARIPOSA COUNTY

Area 1: Remainder  
Area 2: Eastern part

**MENDOCINO COUNTY:**

Area 1: Central and Southeastern parts  
Area 2: Remainder

**MONTEREY COUNTY**

Area 1: Remainder  
Area 2: Southwestern part

**NEVADA COUNTY:**

Area 1: All but the Northern portion along the border of  
Sierra County  
Area 2: Remainder

**PLACER COUNTY:**

Area 1: All but the Central portion  
Area 2: Remainder

**PLUMAS COUNTY:**

Area 1: Western portion  
Area 2: Remainder

**SHASTA COUNTY:**

Area 1: All but the Northeastern corner  
Area 2: Remainder

**SIERRA COUNTY:**

Area 1: Western part  
Area 2: Remainder

**SISKIYOU COUNTY:**

Area 1: Central part  
Area 2: Remainder

**SONOMA COUNTY:**

Area 1: All but the Northwestern corner  
Area 2: Reaminder

**TEHAMA COUNTY:**

Area 1: All but the Western border with mendocino & Trinity  
Counties  
Area 2: Remainder

**TRINITY COUNTY:**

Area 1: East Central part and the Northeaster border with  
Shasta County  
Area 2: Remainder

**TULARE COUNTY;**

Area 1: Remainder  
Area 2: Eastern part

TUOLUMNE COUNTY:

Area 1: Remainder

Area 2: Eastern Part

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ENGI0003-038 06/28/2023

""AREA 1"" WAGE RATES ARE LISTED BELOW

""AREA 2"" RECEIVES AN ADDITIONAL \$2.00 PER HOUR ABOVE AREA 1 RATES.

SEE AREA DEFINITIONS BELOW

Rates Fringes

OPERATOR: Power Equipment  
(AREA 1:)

GROUP 1.....	\$ 60.72	31.03
GROUP 2.....	\$ 59.19	31.03
GROUP 3.....	\$ 57.71	31.03
GROUP 4.....	\$ 56.33	31.03
GROUP 5.....	\$ 55.06	31.03
GROUP 6.....	\$ 53.74	31.03
GROUP 7.....	\$ 52.60	31.03
GROUP 8.....	\$ 51.46	31.03
GROUP 8-A.....	\$ 49.25	31.03

OPERATOR: Power Equipment  
(Cranes and Attachments -  
AREA 1:)

GROUP 1		
Cranes.....	\$ 52.30	31.15
Oiler.....	\$ 43.79	31.15
Truck crane oiler.....	\$ 46.08	31.15
GROUP 2		
Cranes.....	\$ 50.54	31.15
Oiler.....	\$ 42.83	31.15
Truck crane oiler.....	\$ 45.07	31.15
GROUP 3		
Cranes.....	\$ 48.80	31.15
Hydraulic.....	\$ 44.44	31.15
Oiler.....	\$ 42.55	31.15
Truck crane oiler.....	\$ 44.83	31.15
GROUP 4		
Cranes.....	\$ 45.76	31.15

OPERATOR: Power Equipment  
(Piledriving - AREA 1:)

GROUP 1		
Lifting devices.....	\$ 52.64	31.15
Oiler.....	\$ 43.38	31.15
Truck Crane Oiler.....	\$ 45.66	31.15
GROUP 2		
Lifting devices.....	\$ 50.82	31.15

Oiler.....	\$ 43.11	31.15
Truck Crane Oiler.....	\$ 45.41	31.15
GROUP 3		
Lifting devices.....	\$ 49.14	31.15
Oiler.....	\$ 42.89	31.15
Truck Crane Oiler.....	\$ 45.12	31.15
GROUP 4		
Lifting devices.....	\$ 47.37	31.15
GROUP 5		
Lifting devices.....	\$ 44.73	31.15
GROUP 6		
Lifting devices.....	\$ 42.50	31.15
OPERATOR: Power Equipment (Steel Erection - AREA 1:)		
GROUP 1		
Cranes.....	\$ 53.27	31.15
Oiler.....	\$ 43.72	31.15
Truck Crane Oiler.....	\$ 45.95	31.15
GROUP 2		
Cranes.....	\$ 51.50	31.15
Oiler.....	\$ 43.45	31.15
Truck Crane Oiler.....	\$ 45.73	31.15
GROUP 3		
Cranes.....	\$ 50.02	31.15
Hydraulic.....	\$ 45.07	31.15
Oiler.....	\$ 43.23	31.15
Truck Crane Oiler.....	\$ 45.46	31.15
GROUP 4		
Cranes.....	\$ 48.00	31.15
GROUP 5		
Cranes.....	\$ 46.70	31.15
OPERATOR: Power Equipment (Tunnel and Underground Work - AREA 1:)		
SHAFTS, STOPES, RAISES:		
GROUP 1.....	\$ 56.82	31.03
GROUP 1-A.....	\$ 49.99	31.15
GROUP 1A.....	\$ 59.29	31.03
GROUP 2.....	\$ 55.56	31.03
GROUP 3.....	\$ 54.23	31.03
GROUP 4.....	\$ 53.09	31.03
GROUP 5.....	\$ 51.95	31.03
UNDERGROUND:		
GROUP 1.....	\$ 47.42	31.15
GROUP 1-A.....	\$ 49.89	31.15
GROUP 2.....	\$ 46.16	31.15
GROUP 3.....	\$ 44.83	31.15
GROUP 4.....	\$ 43.69	31.15
GROUP 5.....	\$ 42.55	31.15

FOOTNOTE: Work suspended by ropes or cables, or work on a Yo-Yo Cat: \$.60 per hour additional.

## POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Operator of helicopter (when used in erection work); Hydraulic excavator, 7 cu. yds. and over; Power shovels, over 7 cu. yds.

GROUP 2: Highline cableway; Hydraulic excavator, 3-1/2 cu. yds. up to 7 cu. yds.; Licensed construction work boat operator, on site; Power blade operator (finish); Power shovels, over 1 cu. yd. up to and including 7 cu. yds. m.r.c.

GROUP 3: Asphalt milling machine; Cable backhoe; Combination backhoe and loader over 3/4 cu. yds.; Continuous flight tie back machine assistant to engineer or mechanic; Crane mounted continuous flight tie back machine, tonnage to apply; Crane mounted drill attachment, tonnage to apply; Dozer, slope brd; Gradall; Hydraulic excavator, up to 3 1/2 cu. yds.; Loader 4 cu. yds. and over; Long reach excavator; Multiple engine scraper (when used as push pull); Power shovels, up to and including 1 cu. yd.; Pre-stress wire wrapping machine; Side boom cat, 572 or larger; Track loader 4 cu. yds. and over; Wheel excavator (up to and including 750 cu. yds. per hour)

GROUP 4: Asphalt plant engineer/box person; Chicago boom; Combination backhoe and loader up to and including 3/4 cu. yd.; Concrete batch plant (wet or dry); Dozer and/or push cat; Pull- type elevating loader; Gradesetter, grade checker (GPS, mechanical or otherwise); Grooving and grinding machine; Heading shield operator; Heavy-duty drilling equipment, Hughes, LDH, Watson 3000 or similar; Heavy-duty repairperson and/or welder; Lime spreader; Loader under 4 cu. yds.; Lubrication and service engineer (mobile and grease rack); Mechanical finishers or spreader machine (asphalt, Barber-Greene and similar); Miller Formless M-9000 slope paver or similar; Portable crushing and screening plants; Power blade support; Roller operator, asphalt; Rubber-tired scraper, self-loading (paddle-wheels, etc.); Rubber- tired earthmoving equipment (scrapers); Slip form paver (concrete); Small tractor with drag; Soil stabilizer (P & H or equal); Spider plow and spider puller; Tubex pile rig; Unlicensed construction work boat operator, on site; Timber skidder; Track loader up to 4 yds.; Tractor-drawn scraper; Tractor, compressor drill combination; Welder; Woods-Mixer (and other similar Pugmill equipment)

GROUP 5: Cast-in-place pipe laying machine; Combination slusher and motor operator; Concrete conveyor or concrete pump, truck or equipment mounted; Concrete conveyor, building site; Concrete pump or pumpcrete gun; Drilling equipment, Watson 2000, Texoma 700 or similar; Drilling and boring machinery, horizontal (not to apply to waterliners,

wagon drills or jackhammers); Concrete mixer/all; Person and/or material hoist; Mechanical finishers (concrete) (Clary, Johnson, Bidwell Bridge Deck or similar types); Mechanical burm, curb and/or curb and gutter machine, concrete or asphalt); Mine or shaft hoist; Portable crusher; Power jumbo operator (setting slip-forms, etc., in tunnels); Screed (automatic or manual); Self-propelled compactor with dozer; Tractor with boom D6 or smaller; Trenching machine, maximum digging capacity over 5 ft. depth; Vermeer T-600B rock cutter or similar

GROUP 6: Armor-Coater (or similar); Ballast jack tamper; Boom- type backfilling machine; Assistant plant engineer; Bridge and/or gantry crane; Chemical grouting machine, truck-mounted; Chip spreading machine operator; Concrete saw (self-propelled unit on streets, highways, airports and canals); Deck engineer; Drilling equipment Texoma 600, Hughes 200 Series or similar up to and including 30 ft. m.r.c.; Drill doctor; Helicopter radio operator; Hydro-hammer or similar; Line master; Skidsteer loader, Bobcat larger than 743 series or similar (with attachments); Locomotive; Lull hi-lift or similar; Oiler, truck mounted equipment; Pavement breaker, truck-mounted, with compressor combination; Paving fabric installation and/or laying machine; Pipe bending machine (pipelines only); Pipe wrapping machine (tractor propelled and supported); Screed (except asphaltic concrete paving); Self- propelled pipeline wrapping machine; Tractor; Self-loading chipper; Concrete barrier moving machine

GROUP 7: Ballast regulator; Boom truck or dual-purpose A-frame truck, non-rotating - under 15 tons; Cary lift or similar; Combination slurry mixer and/or cleaner; Drilling equipment, 20 ft. and under m.r.c.; Firetender (hot plant); Grouting machine operator; Highline cableway signalperson; Stationary belt loader (Kolman or similar); Lift slab machine (Vagtborg and similar types); Maginnes internal full slab vibrator; Material hoist (1 drum); Mechanical trench shield; Pavement breaker with or without compressor combination); Pipe cleaning machine (tractor propelled and supported); Post driver; Roller (except asphalt); Chip Seal; Self-propelled automatically applied concrete curing machine (on streets, highways, airports and canals); Self-propelled compactor (without dozer); Signalperson; Slip-form pumps (lifting device for concrete forms); Tie spacer; Tower mobile; Trenching machine, maximum digging capacity up to and including 5 ft. depth; Truck- type loader

GROUP 8: Bit sharpener; Boiler tender; Box operator; Brakeperson; Combination mixer and compressor (shotcrete/gunite); Compressor operator; Deckhand; Fire tender; Forklift (under 20 ft.); Generator; Gunite/shotcrete equipment operator; Hydraulic monitor; Ken seal machine (or similar); Mixermobile; Oiler; Pump

operator; Refrigeration plant; Reservoir-debris tug (self-propelled floating); Ross Carrier (construction site); Rotomist operator; Self-propelled tape machine; Shuttlecar; Self-propelled power sweeper operator (includes vacuum sweeper); Slusher operator; Surface heater; Switchperson; Tar pot firetender; Tugger hoist, single drum; Vacuum cooling plant; Welding machine (powered other than by electricity)

GROUP 8-A: Elevator operator; Skidsteer loader-Bobcat 743 series or smaller, and similar (without attachments); Mini excavator under 25 H.P. (backhoe-trencher); Tub grinder wood chipper

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## ALL CRANES AND ATTACHMENTS

GROUP 1: Clamshell and dragline over 7 cu. yds.; Crane, over 100 tons; Derrick, over 100 tons; Derrick barge pedestal-mounted, over 100 tons; Self-propelled boom-type lifting device, over 100 tons

GROUP 2: Clamshell and dragline over 1 cu. yd. up to and including 7 cu. yds.; Crane, over 45 tons up to and including 100 tons; Derrick barge, 100 tons and under; Self-propelled boom-type lifting device, over 45 tons; Tower crane

GROUP 3: Clamshell and dragline up to and including 1 cu. yd.; Cranes 45 tons and under; Self-propelled boom-type lifting device 45 tons and under;

GROUP 4: Boom Truck or dual purpose A-frame truck, non-rotating over 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) over 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) - under 15 tons;

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## PILEDRIVERS

GROUP 1: Derrick barge pedestal mounted over 100 tons; Clamshell over 7 cu. yds.; Self-propelled boom-type lifting device over 100 tons; Truck crane or crawler, land or barge mounted over 100 tons

GROUP 2: Derrick barge pedestal mounted 45 tons to and including 100 tons; Clamshell up to and including 7 cu. yds.; Self-propelled boom-type lifting device over 45 tons; Truck crane or crawler, land or barge mounted, over 45 tons up to and including 100 tons; Fundex F-12 hydraulic pile rig

GROUP 3: Derrick barge pedestal mounted under 45 tons; Self-propelled boom-type lifting device 45 tons and under; Skid/scow piledriver, any tonnage; Truck crane or crawler, land or barge mounted 45 tons and under

GROUP 4: Assistant operator in lieu of assistant to engineer; Forklift, 10 tons and over; Heavy-duty repairperson/welder

GROUP 5: Deck engineer

GROUP 6: Deckhand; Fire tender

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### STEEL ERECTORS

GROUP 1: Crane over 100 tons; Derrick over 100 tons; Self-propelled boom-type lifting device over 100 tons

GROUP 2: Crane over 45 tons to 100 tons; Derrick under 100 tons; Self-propelled boom-type lifting device over 45 tons to 100 tons; Tower crane

GROUP 3: Crane, 45 tons and under; Self-propelled boom-type lifting device, 45 tons and under

GROUP 4: Chicago boom; Forklift, 10 tons and over; Heavy-duty repair person/welder

GROUP 5: Boom cat

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### TUNNEL AND UNDERGROUND WORK

GROUP 1-A: Tunnel bore machine operator, 20' diameter or more

GROUP 1: Heading shield operator; Heavy-duty repairperson; Mucking machine (rubber tired, rail or track type); Raised bore operator (tunnels); Tunnel mole bore operator

GROUP 2: Combination slusher and motor operator; Concrete pump or pumcrete gun; Power jumbo operator

GROUP 3: Drill doctor; Mine or shaft hoist

GROUP 4: Combination slurry mixer cleaner; Grouting Machine operator; Motorman

GROUP 5: Bit Sharpener; Brakeman; Combination mixer and compressor (gunite); Compressor operator; Oiler; Pump

operator; Slusher operator

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AREA DESCRIPTIONS:

POWER EQUIPMENT OPERATORS, CRANES AND ATTACHMENTS, TUNNEL AND UNDERGROUND [These areas do not apply to Piledrivers and Steel Erectors]

AREA 1: DEL NORTE, HUMBOLDT, LAKE, MENDOCINO  
AREA 2 -NOTED BELOW

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

DEL NORTE COUNTY:

Area 1: Extreme Southwest corner  
Area 2: Remainder

HUMBOLDT COUNTY:

Area 1: Except Eastern and Southwestern parts  
Area 2: Remainder

LAKE COUNTY:

Area 1: Southern part  
Area 2: Remainder

MENDOCINO COUNTY:

Area 1: Central and Southeastern Parts  
Area 2: Remainder

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IRON0118-012 01/01/2023

ALPINE, LASSEN, MODOC, SISKIYOU and TRINITY COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 41.00	33.70

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IRON0118-013 01/01/2023

AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, MARIN, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SOLANO, SONOMA, SUTTER, TEHAMA, YOLO and YUBA COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 46.20	34.30

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LABO0067-003 06/26/2023

AREA ""1"" - MARIN and NAPA COUNTIES

AREA ""2"" - ALPINE, AMADOR, BUTTE COLUSA EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA, SUTTER, TEHAMA, TRINITY, YOLO, AND YUBA COUNTIES

Rates Fringes

LABORER (ASBESTOS/MOLD/LEAD LABORER)

Marin and Napa Counties.....	\$ 36.50	28.34
Remaining Counties.....	\$ 35.50	28.34

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LABO0067-005 06/27/2022

AREA ""A"" - ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO AND SANTA CLARA COUNTIES

AREA ""B"" - ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, DEL NORTE, EL DORADO, FRESNO, GLENN, HUMBOLDT, KINGS, LAKE, LASSEN, MADERA, MARIPOSA, MENDOCINO, MERCED, MODOC, MONTEREY, NEVADA, PLACER, PLUMAS, SANCREMENTO, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, SIERRA, SHASTA, SISKIYOU, STANISLAUS, TEHAMA, TRINITY, TULARE, TUOLUMNE, YOLO AND YUBA COUNTIES

Rates Fringes

LABORER (TRAFFIC CONTROL/LANE CLOSURE)

Escort Driver, Flag Person		
Area A.....	\$ 36.01	26.10
Area B.....	\$ 35.01	26.10
Traffic Control Person I		
Area A.....	\$ 36.31	26.10
Area B.....	\$ 35.31	26.10
Traffic Control Person II		
Area A.....	\$ 33.81	26.10
Area B.....	\$ 32.81	26.10

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

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LABO0185-002 07/01/2022

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO AND YUBA COUNTIES

Rates Fringes

LABORER

Mason Tender-Brick.....\$ 35.29 25.21

LABO0185-005 06/26/2023

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO AND YUBA COUNTIES

Rates Fringes

Tunnel and Shaft Laborers:

GROUP 1.....\$ 45.89 27.72
GROUP 2.....\$ 45.66 27.72
GROUP 3.....\$ 45.41 27.72
GROUP 4.....\$ 44.96 27.72
GROUP 5.....\$ 44.42 27.72
Shotcrete Specialist.....\$ 46.41 27.72

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0185-006 06/25/2018

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC,

NEVADA, PLACER, PLUMAS, SACRAMENTO, SHIESTA, SIERRA, SISKIYOU,  
SUTTER, TEHAMA, TRINITY, YOLO, YUBA COUNTIES

Rates Fringes

LABORER (CONSTRUCTION CRAFT  
LABORERS - AREA B:)

Construction Specialist		
Group.....	\$ 30.49	23.20
GROUP 1.....	\$ 29.79	23.20
GROUP 1-a.....	\$ 30.01	23.20
GROUP 1-c.....	\$ 30.01	23.20
GROUP 1-e.....	\$ 30.34	23.20
GROUP 1-f.....	\$ 30.37	23.20
GROUP 2.....	\$ 29.64	23.20
GROUP 3.....	\$ 29.54	23.20
GROUP 4.....	\$ 23.23	23.20

See groups 1-b and 1-d under laborer classifications.

LABORER (GARDENERS,  
HORTICULTURAL & LANDSCAPE  
LABORERS - AREA B:)

(1) New Construction.....	\$ 29.54	23.20
(2) Establishment Warranty Period.....	\$ 23.23	23.20

LABORER (GUNITITE - AREA B:)

GROUP 1.....	\$ 29.75	22.31
GROUP 2.....	\$ 29.25	22.31
GROUP 3.....	\$ 28.66	22.31
GROUP 4.....	\$ 28.54	22.31

LABORER (WRECKING - AREA B:)

GROUP 1.....	\$ 29.79	23.20
GROUP 2.....	\$ 29.64	23.20

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive \$0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker;  
Chainsaw; Laser beam in connection with laborers' work;  
Cast-in- place manhole form setter; Pressure pipelayer;  
Davis trencher - 300 or similar type (and all small  
trenchers); Blaster; Diamond driller; Multiple unit drill;  
Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker

and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucket; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive \$4.00 per day above Group 1 wage rates. "Sewer cleaner" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shall receive \$5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive \$ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification "material cleaner" is to be utilized under the following conditions:

A: at demolition site for the salvage of the material.

B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.

C: for the cleaning of salvage material at the jobsite or

temporary jobsite yard.

The material cleaner classification should not be used in the performance of "form stripping, cleaning and oiling and moving to the next point of erection".

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GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunitelaborer

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WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

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LABO0185-008 07/01/2022

	Rates	Fringes
Plasterer tender.....	\$ 38.02	28.25

Work on a swing stage scaffold: \$1.00 per hour additional.

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LABO0261-002 06/28/2021

MARIN COUNTY

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..	\$ 34.48	26.21
Traffic Control Person I....	\$ 34.78	26.21
Traffic Control Person II...	\$ 32.28	26.21

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash

cushions.

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LABO0261-004 06/26/2023

MARIN COUNTY

Rates Fringes

Tunnel and Shaft Laborers:

GROUP 1.....	\$ 45.89	27.72
GROUP 2.....	\$ 45.66	27.72
GROUP 3.....	\$ 45.41	27.72
GROUP 4.....	\$ 44.96	27.72
GROUP 5.....	\$ 44.42	27.72
Shotcrete Specialist.....	\$ 46.41	27.72

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

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LABO0261-007 07/01/2022

MARIN COUNTY

Rates Fringes

LABORER

Mason Tender-Brick.....	\$ 36.54	25.21
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LABO0261-010 06/25/2018

MARIN COUNTY

Rates Fringes

LABORER (CONSTRUCTION CRAFT

LABORERS - AREA A:)

Construction Specialist

Group.....	\$ 31.49	23.20
GROUP 1.....	\$ 30.79	23.20
GROUP 1-a.....	\$ 31.01	23.20
GROUP 1-c.....	\$ 30.84	23.20
GROUP 1-e.....	\$ 31.34	23.20
GROUP 1-f.....	\$ 31.37	23.20
GROUP 2.....	\$ 30.64	23.20
GROUP 3.....	\$ 30.54	23.20
GROUP 4.....	\$ 24.23	23.20

See groups 1-b and 1-d under laborer classifications.

LABORER (GARDENERS,  
HORTICULTURAL & LANDSCAPE

LABORERS - AREA A:)

(1) New Construction.....	\$ 30.54	23.20
(2) Establishment Warranty Period.....	\$ 24.23	23.20

LABORER (GUNITE - AREA A:)

GROUP 1.....	\$ 30.75	22.31
GROUP 2.....	\$ 30.25	22.31
GROUP 3.....	\$ 29.66	22.31
GROUP 4.....	\$ 29.54	22.31

LABORER (WRECKING - AREA A:)

GROUP 1.....	\$ 30.79	23.20
GROUP 2.....	\$ 30.64	23.20

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive \$0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander,

pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Lead Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and buckler; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive \$4.00 per day above Group 1 wage rates. "Sewer cleaner" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shall receive \$5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive \$ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:

A: at demolition site for the salvage of the material.

B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.

C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of "form stripping, cleaning and oiling and moving to the next point of erection".

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GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer  
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WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)  
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LABO0261-015 07/01/2022

	Rates	Fringes
Plasterer tender.....	\$ 38.02	28.25

Work on a swing stage scaffold: \$1.00 per hour additional.  
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LABO0324-004 06/28/2021

NAPA, SOLANO, AND SONOMA, COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..	\$ 33.48	26.21
Traffic Control Person I....	\$ 33.78	26.21
Traffic Control Person II...	\$ 31.28	26.21

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

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LABO0324-008 06/26/2023

NAPA, SOLANO, AND SONOMA COUNTIES

Rates      Fringes

Tunnel and Shaft Laborers:

GROUP 1.....	\$ 45.89	27.72
GROUP 2.....	\$ 45.66	27.72
GROUP 3.....	\$ 45.41	27.72
GROUP 4.....	\$ 44.96	27.72
GROUP 5.....	\$ 44.42	27.72
Shotcrete Specialist.....	\$ 46.41	27.72

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

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LABO0324-010 07/01/2022

SOLANO AND SONOMA COUNTIES

Rates      Fringes

LABORER

Mason Tender-Brick.....	\$ 35.84	25.91
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LABO0324-013 06/25/2018

NAPA, SOLANO, AND SONOMA COUNTIES

Rates Fringes

LABORER (CONSTRUCTION CRAFT  
LABORERS - AREA B:)

Construction Specialist		
Group.....	\$ 30.49	23.20
GROUP 1.....	\$ 29.79	23.20
GROUP 1-a.....	\$ 30.01	23.20
GROUP 1-c.....	\$ 29.84	23.20
GROUP 1-e.....	\$ 30.34	23.20
GROUP 1-f.....	\$ 29.37	23.20
GROUP 2.....	\$ 29.64	23.20
GROUP 3.....	\$ 29.54	23.20
GROUP 4.....	\$ 23.23	23.20

See groups 1-b and 1-d under laborer classifications.

LABORER (GARDENERS,  
HORTICULTURAL & LANDSCAPE  
LABORERS - AREA B:)

(1) New Construction.....	\$ 29.54	23.20
(2) Establishment Warranty		
Period.....	\$ 23.23	23.20

LABORER (GUNITE - AREA B:)

GROUP 1.....	\$ 29.75	22.31
GROUP 2.....	\$ 29.25	22.31
GROUP 3.....	\$ 28.66	22.31
GROUP 4.....	\$ 28.54	22.31

LABORER (WRECKING - AREA B:)

GROUP 1.....	\$ 29.79	23.20
GROUP 2.....	\$ 29.64	23.20

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive \$0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

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LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified

hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and buckler; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive \$4.00 per day above Group 1 wage rates. "Sewer cleaner" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shall receive \$5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All

employees performing work covered herein shall receive \$ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:

A: at demolition site for the salvage of the material.

B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.

C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of "form stripping, cleaning and oiling and moving to the next point of erection".

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GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer  
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WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)  
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LABO0324-019 07/01/2022

Rates Fringes

Plasterer tender.....\$ 38.02 28.25

Work on a swing stage scaffold: \$1.00 per hour additional.  
-----

PAIN0016-004 01/01/2023

MARIN, NAPA, SOLANO & SONOMA COUNTIES

Rates Fringes

Painters:.....\$ 47.42 27.28

PREMIUMS:

EXOTIC MATERIALS - \$1.25 additional per hour.

SPRAY WORK: - \$0.50 additional per hour.

INDUSTRIAL PAINTING - \$0.25 additional per hour

[Work on industrial buildings used for the manufacture and processing of goods for sale or service; steel construction (bridges), stacks, towers, tanks, and similar structures]

HIGH WORK:

over 50 feet - \$2.00 per hour additional

100 to 180 feet - \$4.00 per hour additional

Over 180 feet - \$6.00 per hour additional

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PAIN0016-005 07/01/2023

ALPINE, BUTTE, COLUSA, EL DORADO (west of the Sierra Nevada Mountains), GLENN, LASSEN (west of Hwy. 395, excluding Honey Lake); MARIN, MODOC, NAPA, NEVADA (west of the Sierra Nevada Mountains), PLACER (west of the Sierra Nevada Mountains), PLUMAS, SACRAMENTO, SHASTA, SIERRA (west of the Sierra Nevada Mountains), SISKIYOU, SOLANO, SONOMA, SUTTER, TEHAMA, TRINITY, YOLO AND YUBA COUNTIES

Rates      Fringes

DRYWALL FINISHER/TAPER.....\$ 56.28      29.94  
-----

PAIN0016-007 01/01/2023

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO (west of the Sierra Nevada Mountains), GLENN, LASSEN (west of Highway 395, excluding Honey Lake), MODOC, NEVADA (west of the Sierra Nevada Mountains), PLACER (west of the Sierra Nevada Mountains), PLUMAS, SACRAMENTO, SHASTA, SIERRA (west of the Sierra Nevada Mountains), SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO & YUBA COUNTIES

Rates      Fringes

Painters:.....\$ 38.23      22.05

SPRAY/SANDBLAST: \$0.50 additional per hour.  
EXOTIC MATERIALS: \$1.25 additional per hour.  
HIGH TIME: Over 50 ft above ground or water level \$2.00 additional per hour. 100 to 180 ft above ground or water level \$4.00 additional per hour. Over 180 ft above ground or water level \$6.00 additional per hour.

-----  
PAIN0016-008 01/01/2023

MARIN, NAPA, SOLANO AND SONOMA COUNTIES

Rates      Fringes

SOFT FLOOR LAYER.....\$ 55.25      32.63  
-----

PAIN0169-004 01/01/2023

MARIN, NAPA & SONOMA COUNTIES; SOLANO COUNTY (west of a line defined as follows: Hwy. 80 corridor beginning at the City of Fairfield, including Travis Air Force Base and Suisun City;

going north of Manakas Corner Rd., continue north on Suisun Valley Rd. to the Napa County line; Hwy. 80 corridor south on Grizzly Island Rd. to the Grizzly Island Management area)

Rates Fringes

GLAZIER.....\$ 55.77 32.45

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\* PAIN0567-001 07/01/2022

EL DORADO COUNTY (east of the Sierra Nevada Mountains); LASSEN COUNTY (east of Highway 395, beginning at Stacey and including Honey Lake); NEVADA COUNTY (east of the Sierra Nevada Mountains); PLACER COUNTY (east of the Sierra Nevada Mountains); AND SIERRA COUNTY (east of the Sierra Nevada Mountains)

Rates Fringes

Painters:

Brush and Roller.....\$ 33.15 14.29  
Spray Painter & Paperhanger.\$ 34.81 14.29

PREMIUMS:

Special Coatings (Brush), and Sandblasting = \$0.50/hr  
Special Coatings (Spray), and Steeplejack = \$1.00/hr  
Special Coating Spray Steel = \$1.25/hr  
Swing Stage = \$2.00/hr

\*A special coating is a coating that requires the mixing of 2 or more products.

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PAIN0567-007 07/01/2022

EL DORADO COUNTY (east of the Sierra Nevada Mountains); LASSEN COUNTY (east of Highway 395, beginning at Stacey and including Honey Lake); NEVADA COUNTY (east of the Sierra Nevada Mountains); PLACER COUNTY (east of the Sierra Nevada Mountains) AND SIERRA COUNTY (east of the Sierra Nevada Mountains)

Rates Fringes

SOFT FLOOR LAYER.....\$ 34.27 16.47

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PAIN0567-010 07/01/2022

EL DORADO COUNTY (east of the Sierra Nevada Mountains); LASSEN COUNTY (east of Highway 395, beginning at Stacey and including Honey Lake); NEVADA COUNTY (east of the Sierra Nevada Mountains); PLACER COUNTY (east of the Sierra Nevada Mountains)

Mountains); AND SIERRA COUNTY (east of the Sierra Nevada Mountains)

Rates Fringes

Drywall

(1) Taper.....	\$ 38.92	14.99
(2) Steeplejack - Taper, over 40 ft with open space below.....	\$ 40.42	14.99

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PAIN0767-004 01/01/2023

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SOLANO (Remainder), SUTTER, TEHAMA, TRINITY, YOLO, YUBA

Rates Fringes

GLAZIER.....	\$ 43.15	33.72
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PAID HOLIDAYS: New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day.

Employee required to wear a body harness shall receive \$1.50 per hour above the basic hourly rate at any elevation.

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PAIN1176-001 07/01/2022

HIGHWAY IMPROVEMENT

Rates Fringes

Parking Lot Striping/Highway Marking:

GROUP 1.....	\$ 40.83	17.62
GROUP 2.....	\$ 34.71	17.62
GROUP 3.....	\$ 35.11	17.62

CLASSIFICATIONS

GROUP 1: Striper: Layout and application of painted traffic stripes and marking; hot thermo plastic; tape, traffic stripes and markings

GROUP 2: Gamecourt & Playground Installer

GROUP 3: Protective Coating, Pavement Sealing

ALPINE; COLUSA; EL DORADO (west of the Sierra Nevada Mountains); GLENN; LASSEN (west of Highway 395, beginning at Stacey and including Honey Lake); MODOC; NEVADA (west of the Sierra Nevada Mountains); PLACER (west of the Sierra Nevada Mountains); PLUMAS; SACRAMENTO; SHASTA; SIERRA (west of the Sierra Nevada Mountains); SISKIYOU; SUTTER; TEHAMA; TRINITY; YOLO AND YUBA COUNTIES

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 46.24	25.96

-----  
 PLAS0300-003 07/01/2018

	Rates	Fringes
PLASTERER		
AREA 295: Alpine, Amador, Butte, Colusa, El Dorado, Glenn, Lassen, Modoc, Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Siskiyou, Solano, Sutter, Tehema, Trinity, Yolo & Yuba Counties.....	\$ 32.70	31.68
AREA 355: Marin.....	\$ 36.73	31.68
AREA 355: Napa & Sonoma Counties.....	\$ 32.70	31.68

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 PLAS0300-005 07/01/2016

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 32.15	23.27

-----  
 PLUM0038-002 07/01/2022

MARIN AND SONOMA COUNTIES

	Rates	Fringes
PLUMBER (Plumber, Steamfitter, Refrigeration Fitter)		
(1) Work on wooden frame structures 5 stories or less excluding high-rise buildings and commercial work such as hospitals, prisons, hotels, schools, casinos, wastewater		

treatment plants, and  
 resarch facilities as well  
 as refrigeration  
 pipefitting, service and  
 repair work - MARKET  
 RECOVERY RATE.....\$ 69.70      46.38  
 (2) All other work - NEW  
 CONSTRUCTION RATE.....\$ 82.00      48.18

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 PLUM0038-006 07/01/2022

MARIN & SONOMA COUNTIES

	Rates	Fringes
Landscape/Irrigation Fitter (Underground/Utility Fitter).....	\$ 69.70	33.15

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 PLUM0228-001 01/01/2023

BUTTE, COLUSA, GLENN, LASSEN, MODOC, PLUMAS, SHASTA, SIERRA,  
 SISKIYOU, SUTTER, TEHAMA, TRINITY & YUBA COUNTIES

	Rates	Fringes
PLUMBER.....	\$ 44.75	37.89

-----  
 PLUM0343-001 07/01/2022

NAPA AND SOLANO COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER		
Light Commercial.....	\$ 30.85	20.40
All Other Work.....	\$ 58.00	40.48

DEFINITION OF LIGHT COMMERCIAL:  
 Work shall include strip shopping centers, office buildings,  
 schools and other commercial structures which the total  
 plumbing bid does not exceed Two Hundred and Fifty Thousand  
 (\$250,000) and the total heating and cooling does not  
 exceed Two Hundred Fifty Thousand (\$250,000); or Any  
 projects bid in phases shall not qualify unless the total  
 project is less than Two Hundred Fifty Thousand (\$250,000)  
 for the plumbing bid; and Two Hundred Fifty Thousand  
 (\$250,000) for the heating and cooling bid. Excluded are  
 hospitals, jails, institutions and industrial projects,  
 regardless size of the project

FOOTNOTES: While fitting galvanized material: \$.75 per hour  
 additional. Work from trusses, temporary staging,  
 unguarded structures 35' from the ground or water: \$.75 per

hour additional. Work from swinging scaffolds, boatswains chairs or similar devices: \$.75 per hour additional.

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PLUM0350-001 08/01/2021

EL DORADO COUNTY (Lake Tahoe area only); NEVADA COUNTY (Lake Tahoe area only); AND PLACER COUNTY (Lake Tahoe area only)

Rates Fringes

PLUMBER/PIPEFITTER.....\$ 47.54 17.11

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PLUM0355-001 07/01/2022

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SOLANO, SUTTER, TEHAMA, TRINITY, YOLO, AND YUBA COUNTIES

Rates Fringes

Underground Utility Worker  
/Landscape Fitter.....\$ 32.22 17.55

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PLUM0442-003 07/01/2023

AMADOR (South of San Joaquin River) and ALPINE COUNTIES

Rates Fringes

PLUMBER.....\$ 51.90 35.64

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PLUM0447-001 07/01/2023

AMADOR (north of San Joaquin River), EL DORADO (excluding Lake Tahoe area), NEVADA (excluding Lake Tahoe area); PLACER (excluding Lake Tahoe area), SACRAMENTO AND YOLO COUNTIES

Rates Fringes

PLUMBER/PIPEFITTER  
Journeyman.....\$ 61.12 28.75  
Light Commercial Work.....\$ 36.23 17.72

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\* ROOF0081-006 08/01/2023

MARIN, NAPA, SOLANO AND SONOMA COUNTIES

Rates Fringes

Roofer.....\$ 52.47      22.31

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\* ROOF0081-007 08/01/2023

ALPINE, BUTTE, COLUSA, EL DORADO, GLENN,LASSEN, MODOC, NEVADA,  
PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER,  
TEHAMA, TRINITY, YOLO, AND YUBA COUNTIES

Rates      Fringes

Roofer.....\$ 46.73      21.36

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SFCA0483-003 01/01/2023

MARIN, NAPA, SOLANO AND SONOMA COUNTIES

Rates      Fringes

SPRINKLER FITTER (Fire  
Sprinklers).....\$ 72.59      36.95

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SFCA0669-003 04/01/2023

ALPINE, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA,  
PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER,  
TEHAMA, TRINITY, YOLO AND YUBA COUNTIES

Rates      Fringes

SPRINKLER FITTER.....\$ 46.46      27.39

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SHEE0104-006 06/29/2020

MARIN, NAPA, SOLANO SONOMA & TRINITY COUNTIES

Rates      Fringes

Sheet Metal Worker  
Mechanical Contracts  
\$200,000 or less.....\$ 55.92      45.29  
All other work.....\$ 64.06      46.83

-----  
SHEE0104-009 07/01/2021

AMADOR, COLUSA, EL DORADO, NEVADA, PLACER, SACRAMENTO, SUTTER,  
YOLO AND YUBA COUNTIES

Rates      Fringes

SHEET METAL WORKER.....\$ 47.85      41.90

SHEE0104-010 07/01/2020

AIPINE COUNTY

Rates Fringes

SHEET METAL WORKER.....\$ 43.50 37.42

SHEE0104-011 07/01/2020

BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, YOLO AND YUBA COUNTIES

Rates Fringes

Sheet Metal Worker (Metal decking and siding only).....\$ 44.45 35.55

SHEE0104-014 07/01/2020

MARIN, NAPA, SOLANO, SONOMA AND TRINITY COUNTIES

Rates Fringes

SHEET METAL WORKER (Metal Decking and Siding only).....\$ 44.45 35.55

SHEE0104-019 07/01/2020

BUTTE, GLENN, LASSEN, MODOC, PLUMAS, SHASTA, SIERRA, SISKIYOU AND TEHAMA COUNTIES

Rates Fringes

SHEET METAL WORKER  
Mechanical Jobs \$200,000 & under.....\$ 35.16 35.88  
Mechanical Jobs over \$200,000.....\$ 46.60 40.21

TEAM0094-001 07/01/2022

Rates Fringes

Truck drivers:

GROUP 1.....\$ 36.95 31.14  
GROUP 2.....\$ 37.25 31.14  
GROUP 3.....\$ 37.55 31.14  
GROUP 4.....\$ 37.90 31.14  
GROUP 5.....\$ 38.25 31.14

## FOOTNOTES:

Articulated dump truck; Bulk cement spreader (with or without auger); Dumpcrete truck; Skid truck (debris box); Dry pre-batch concrete mix trucks; Dumpster or similar type; Slurry truck: Use dump truck yardage rate.  
Heater planer; Asphalt burner; Scarifier burner; Industrial lift truck (mechanical tailgate); Utility and clean-up truck: Use appropriate rate for the power unit or the equipment utilized.

## TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Dump trucks, under 6 yds.; Single unit flat rack (2-axle unit); Nipper truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump machine; Fork lift and lift jitneys; Fuel and/or grease truck driver or fuel person; Snow buggy; Steam cleaning; Bus or personhaul driver; Escort or pilot car driver; Pickup truck; Teamster oiler/greaser and/or serviceworker; Hook tender (including loading and unloading); Team driver; Tool room attendant (refineries)

GROUP 2: Dump trucks, 6 yds. and under 8 yds.; Transit mixers, through 10 yds.; Water trucks, under 7,000 gals.; Jetting trucks, under 7,000 gals.; Single-unit flat rack (3-axle unit); Highbed heavy duty transport; Scissor truck; Rubber-tired muck car (not self-loaded); Rubber-tired truck jumbo; Winch truck and "A" frame drivers; Combination winch truck with hoist; Road oil truck or bootperson; Buggymobile; Ross, Hyster and similar straddle carriers; Small rubber-tired tractor

GROUP 3: Dump trucks, 8 yds. and including 24 yds.; Transit mixers, over 10 yds.; Water trucks, 7,000 gals. and over; Jetting trucks, 7,000 gals. and over; Vacuum trucks under 7500 gals. Trucks towing tilt bed or flat bed pull trailers; Lowbed heavy duty transport; Heavy duty transport tiller person; Self-propelled street sweeper with self-contained refuse bin; Boom truck - hydro-lift or Swedish type extension or retracting crane; P.B. or similar type self-loading truck; Tire repairperson; Combination bootperson and road oiler; Dry distribution truck (A bootperson when employed on such equipment, shall receive the rate specified for the classification of road oil trucks or bootperson); Ammonia nitrate distributor, driver and mixer; Snow Go and/or plow

GROUP 4: Dump trucks, over 25 yds. and under 65 yds.; Water pulls - DW 10's, 20's, 21's and other similar equipment when pulling Aqua/pak or water tank trailers; Helicopter pilots (when transporting men and materials); Lowbed Heavy Duty Transport up to including 7 axles; DW10's, 20's, 21's

and other similar Cat type, Terra Cobra, LeTourneau Pulls, Tournorocker, Euclid and similar type equipment when pulling fuel and/or grease tank trailers or other miscellaneous trailers; Vacuum Trucks 7500 gals and over and truck repairman

GROUP 5: Dump trucks, 65 yds. and over; Holland hauler; Low bed Heavy Duty Transport over 7 axles

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

### Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is

based.

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## WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board

U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.



END OF GENERAL DECISIO"

## **AGREEMENT FOR CONSULTANT SERVICES**

This agreement (“Agreement”), dated as of April 3, 2024 (“Effective Date”) is by and between the Sonoma-Marín Area Rail Transit District (hereinafter “SMART”), and TRC Engineers, Inc. (hereinafter “Consultant”).

### RECITALS

WHEREAS, Consultant represents that it is a duly qualified, licensed, and experienced in the areas of construction management support services, including resident engineer services, civil inspector services, electrical inspector services, and train control systems inspector services; and

WHEREAS, in the judgment of the Board of Directors of SMART or District, it is necessary and desirable to employ the services of Consultant to provide construction management support services, including resident engineer services, civil inspector services, electrical inspector services, and train control systems inspector services on a task-order basis; and

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

### AGREEMENT

#### **ARTICLE 1. RECITALS.**

Section 1.01        The above Recitals are true and correct.

#### **ARTICLE 2. LIST OF EXHIBITS.**

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

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

#### **ARTICLE 3. REQUEST FOR SERVICES.**

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

email.

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

#### **ARTICLE 4. SCOPE OF SERVICES.**

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

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

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

Section 4.04 Assigned Personnel.

- (a) Consultant shall assign only competent personnel to perform work hereunder. In the event that at any time SMART, in its sole discretion, desires the removal of any person or persons assigned by Consultant to perform work hereunder, Consultant shall remove such person or persons immediately upon receiving written notice from SMART.
- (b) Any and all persons identified in this Agreement or any exhibit hereto as the project manager, project team, or other professional performing work hereunder on behalf of the Consultant are deemed by SMART to be key personnel whose services were a material inducement to SMART to enter into this Agreement, and without whose services SMART would not have entered into this Agreement. Consultant shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of SMART. Key personnel shall be as listed in the applicable Task Order.
- (c) In the event that any of Consultant’s personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness or other factors outside of Consultant’s control, Consultant shall be responsible for timely provision of adequately qualified replacements.
- (d) Consultant shall assign the following key personnel for the term of this Agreement: Michael Couacaud, Raphael Garcia, Kirk Brandt, Benga Olayomi, Sunil Kapoor, John Gentry, Gareth Gill, Sahba Azad, Jim Winter, Justin Rogers, Alex Lakenen, Samuel

Sowko, Kent Jackson, Robert Sebez, Andrea Santilena, Crystal Prairie, Eric Leitz, Jesse Sandhu, Julian Alvarez, and Kyle Krzemien.

## **ARTICLE 5. PAYMENT.**

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

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

Section 5.02 Consultant will be reimbursed for hours worked at the hourly rates specified in **Exhibit B**. The specified hourly rates shall include direct salary costs, employee benefits, prevailing wages, employer payments, overhead, and fee. These rates are not adjustable for the performance period set forth in this Agreement. In addition, Consultant shall be reimbursed for incurred (actual) direct costs other than salary costs that are identified in **Exhibit B** and authorized in the executed Task Order. Task Orders may be negotiated for a lump sum (Firm Fixed Price) or for specific rates of compensation, both of which must be based on the labor and other rates set forth in the **Exhibit B**.

Section 5.03 Consultant shall be responsible for any future adjustments to prevailing wage rates including, but not limited to, base hourly rates and employer payments as determined by the Department of Industrial Relations. Consultant is responsible for paying the appropriate rate, including escalations that take place during the term of the Agreement.

Section 5.04 The total amount payable by SMART for all Task Orders resulting from this Agreement shall not exceed \$7,000,000. It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under this Agreement through Task Orders.

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

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

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

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

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

## **ARTICLE 6. TERM OF AGREEMENT.**

Section 6.01 The term of this Agreement shall remain in effect through December 31, 2028 or whenever the maximum not-to-exceed amount is reached, unless terminated earlier in accordance with the provisions of **Article 7** below. The period of performance for each specific project shall be in accordance with the Task Order for that project. No Task Order will be written which extends beyond the expiration date of this Agreement.

## **ARTICLE 7. TERMINATION.**

Section 7.01 Termination Without Cause. The District's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the District for any payment may arise until funds are made available by the District for this contract and until the Contractor or Consultant receives notice of such availability, as such and notwithstanding any other provision of this Agreement, at any time and without cause, SMART shall have the right, at their sole discretion, to terminate this Agreement by giving 30 days written notice to the other party.

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

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

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

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

## **ARTICLE 8. INDEMNIFICATION**

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

## **ARTICLE 9. INSURANCE.**

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

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

Section 9.02 General Liability Insurance. Commercial General Liability insurance covering products-completed and ongoing operations, property damage, bodily injury and personal injury using an occurrence policy form, in an amount no less than \$2,000,000 per occurrence, and \$4,000,000 aggregate. Said policy shall include a Railroads CG 24 17 endorsement removing the exclusion of coverage, if applicable, for bodily injury or property damage arising out of operations within 50 feet of any railroad property and affecting any railroad bridge, trestle, tracks, roadbeds, tunnel, underpass or crossing as appropriate.

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

Section 9.04 Professional Liability Insurance (Errors and Omissions). Professional Liability insurance with limit no less than \$5,000,000 per occurrence or claim.

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

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

whether or not SMART has received a waiver of subrogation endorsement from the insurer.

- (e) The insurance policy(ies) shall be written by an insurance company or companies acceptable to SMART. Such insurance company shall be authorized to transact business in the state of California.

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

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

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

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

Section 9.08 Documentation. The following documentation shall be submitted to SMART:

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

for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.

Please email all renewal certificates of insurance and corresponding policy documents to [InsuranceRenewals@sonomamarintrain.org](mailto:InsuranceRenewals@sonomamarintrain.org).

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

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

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

## **ARTICLE 10. PROSECUTION OF WORK.**

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

## **ARTICLE 11. EXTRA OR CHANGED WORK.**

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

## **ARTICLE 12. REPRESENTATIONS OF CONSULTANT.**

Section 12.01 Standard of Care. SMART has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant

hereby agrees that all its work will be performed and that its operations shall be conducted in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Consultant's work by SMART shall not operate as a waiver or release.

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

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

Section 12.04 Records Maintenance. Consultant shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement and shall make such documents and records available to SMART, the Federal Transit Administration, the Federal Railroad Administration, or Caltrans Auditors for inspection at any reasonable time. For the purposes of determining compliance with Gov. Code 8546.7, the Consultant, Subconsultants, and SMART shall maintain all books, documents, papers, accounting records, Independent CPA Audited Indirect Cost Rate workpapers, and other evidence pertaining to the performance of the Agreement including, but not limited to, the costs of administering the Agreement. Consultant shall maintain such records for a period of four (4) years following the date of final payment under the Agreement. Consultant and Subconsultants shall permit access to all records of employment, employment advertisements, employment application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission, or any other agency of the State of California designated by the State, for the purpose of any investigation to ascertain compliance with this document.

Section 12.05 Audit Reviews. Consultant and subconsultant Agreements, including cost proposals and Indirect Cost Rates (ICR), may be subject to audits or reviews such as, but not limited to, an Agreement audit, an incurred cost audit, an ICR audit, or a CPA ICR audit work paper review. If selected for audit or review, the Agreement, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it

is the Consultant's responsibility to ensure federal, SMART, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The Agreement, cost proposal, and ICR shall be adjusted by Consultant and approved by SMART to conform to the audit or review recommendations. Consultant agrees that individual terms of costs identified in the audit report shall be incorporated into the Agreement by this reference if directed by SMART at its sole discretion. Refusal by Consultant to incorporate audit or review recommendations, or to ensure that the federal, SMART or local governments have access to CPA work papers, will be considered a breach of Agreement terms and cause for termination of the Agreement and disallowance of prior reimbursed costs.

Consultant's Cost Proposal may be subject to a CPA ICR Audit Work Paper Review and/or audit by the Independent Office of Audits and Investigations (IOAI). IOAI, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the Consultant and approved by SMART to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the Consultant to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the Agreement terms and cause for termination of the Agreement and disallowance of prior reimbursed costs.

1. During IOAI's review of the ICR audit work papers created by the Consultant's independent CPA, IOAI will work with the CPA and/or Consultant toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If IOAI identifies significant issues during the review and is unable to issue a cognizant approval letter, SMART will reimburse the Consultant at an accepted ICR until a FAR (Federal Acquisition Regulation) compliant ICR (e.g. 48 CFR Part 31; GAAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials (AASHTO) Audit Guide; and other applicable procedures and guidelines) is received and approved by IOAI.

Accepted rates will be as follows:

- a. If the proposed rate is less than one hundred fifty percent (150%) - the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.
  - b. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) - the accepted rate will be eighty-five percent (85%) of the proposed rate.
  - c. If the proposed rate is greater than two hundred percent (200%) - the accepted rate will be seventy-five percent (75%) of the proposed rate.
2. If IOAI is unable to issue a cognizant letter per paragraph 1. above, IOAI may require Consultant to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. IOAI will then have up to six (6) months to review the Consultant's and/or the independent CPA's revisions.

3. If the Consultant fails to comply with the provisions of this section, or if IOAI is still unable to issue a cognizant approval letter after the revised independent CPA audited ICR is submitted, overhead cost reimbursement will be limited to the accepted ICR that was established upon initial rejection of the ICR and set forth in paragraph 1. for all rendered services. In this event, this accepted ICR will become the actual and final ICR for reimbursement purposes under this Agreement.
4. Consultant may submit to SMART final invoice only when all of the following items have occurred: (1) IOAI accepts or adjusts the original or revised independent CPA audited ICR; (2) all work under this Agreement has been completed to the satisfaction of SMART; and, (3) IOAI has issued its final ICR review letter. The Consultant must submit its final invoice to SMART no later than sixty (60) calendar days after occurrence of the last of these items. The accepted ICR will apply to this Agreement and all other agreements executed between SMART and the Consultant, either as a prime or subconsultant, wit the same fiscal period ICR.

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

Section 12.07 Nondiscrimination. Consultant shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition (including cancer), pregnancy, physical disability (including HIV and AIDS), mental disability, denial of family care leave, sexual orientation or other prohibited basis, including without limitation, SMART’s Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference. Consultant shall also comply with the provisions of the Fair Employment and Housing Act (California Government Code, Section 12900 et seq.) and applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 11000 et seq).

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

Consultant shall not use or permit another to use the plans and specifications in connection with this or any other project without first obtaining written permission of SMART.

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

#### **ARTICLE 13. DEMAND FOR ASSURANCE.**

Each party to this Agreement undertakes the obligation that the other’s expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received. “Commercially reasonable” includes not only the conduct of a party with respect to performance under this Agreement, but also conduct with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding thirty (30) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party’s right to demand adequate assurance of future performance. Nothing in this **Article 13** limits SMART’s right to terminate this Agreement pursuant to **Article 7**.

#### **ARTICLE 14. ASSIGNMENT AND DELEGATION.**

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

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

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

If to SMART Manager: Sonoma-Marín Area Rail Transit District  
Attn: Bill Gamlen  
5401 Old Redwood Highway, Suite 200  
Petaluma, CA 94954  
[bgamlen@sonomamarintrain.org](mailto:bgamlen@sonomamarintrain.org)  
707-794-3049

If to SMART Billing: Sonoma-Marín Area Rail Transit District  
Attn: Accounts Payable  
5401 Old Redwood Highway, Suite 200  
Petaluma, CA 94954  
[billing@sonomamarintrain.org](mailto:billing@sonomamarintrain.org)  
707-794-3330

If to Consultant: TRC Engineers, Inc.  
Attn: Michael Couacaud  
1850 Gateway Boulevard, Suite 1075  
Concord, CA 94520  
[mcouacaud@trccompanies.com](mailto:mcouacaud@trccompanies.com)  
415-725-3903

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

**ARTICLE 16. MISCELLANEOUS PROVISIONS.**

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

that the recycling logo be printed on the project.

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

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

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

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

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

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

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

Penalties:

1. The Consultant and any of its Subconsultants shall comply with Labor Code §1774 and §1775. Pursuant to Labor Code §1775, the Consultant and any Subconsultant shall forfeit to SMART a penalty of not more than two hundred dollars (\$200) for each calendar day,

or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of DIR for the work or craft in which the worker is employed for any public work done under the Agreement by the Consultant or by its Subconsultant in violation of the requirements of the Labor Code and in particular, Labor Code §§1770 to 1780, inclusive.

2. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of mistake, inadvertence, or neglect of the Consultant or Subconsultant in failing to pay the correct rate of prevailing wages, or the previous record of the Consultant or Subconsultant in meeting their respective prevailing wage obligations, or the willful failure by the Consultant or Subconsultant to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rates of prevailing wages is not excusable if the Consultant or Subconsultant had knowledge of the obligations under the Labor Code. The Consultant is responsible for paying the appropriate rate, including any escalations that take place during the term of the Agreement.
3. In addition to the penalty and pursuant to Labor Code §1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Consultant or Subconsultant.
4. If a worker employed by a Subconsultant on a public works project is not paid the general prevailing per diem wages by the Subconsultant, the Consultant of the project is not liable for the penalties described above unless the Consultant had knowledge of that failure of the Subconsultant to pay the specified prevailing rate of wages to those workers or unless the Consultant fails to comply with all of the following requirements:
  - A. The Agreement executed between the Consultant and the Subconsultant for the performance of work on public works projects shall include a copy of the requirements in Labor Code §§ 1771, 1775, 1776, 1777.5, 1813, and 1815.
  - B. The Consultant shall monitor the payment of the specified general prevailing rate of per diem wages by the Subconsultant to the employees by periodic review of the certified payroll records of the Subconsultant.
  - C. Upon becoming aware of the Subconsultant's failure to pay the specified prevailing rate of wages to the Subconsultant's workers, the Consultant shall diligently take corrective action to halt or rectify the failure, including but not limited to, retaining sufficient funds due the Subconsultant for work performed on the public works project.
  - D. Prior to making final payment to the Subconsultant for work performed on the public works project, the Consultant shall obtain an affidavit signed under penalty of perjury from the Subconsultant that the Subconsultant had paid the specified general

prevailing rate of per diem wages to the Subconsultant's employees on the public works project and any amounts due pursuant to Labor Code §1813.

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

#### Hours of Labor:

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

#### Employment of Apprentices:

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

Section 16.06 Licensing Laws. The consultant and all subcontractors shall comply with the provisions of Chapter 9 Division 3 of the Business and Professions code

concerning the licensing of contractors. All Contractors shall be licensed in accordance with the laws of the State of California and any Contractor not so licensed is subject to the penalties imposed by such laws. Prior to commencing any work under contract, all Contractors and subcontractors must show that they hold appropriate and current Licenses in the State of California.

Section 16.07 Subcontracting.

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

Name of Subcontractor and Location of Business	Description of Work
AZAD Engineering PC 649 Mission St., 5 <sup>th</sup> Floor San Francisco, CA 94105	Resident Engineering Office Engineering
Coastland Civil Engineering 1400 Neotomas Avenue Santa Rosa, CA 95405	Resident Engineering Civil Inspection Office Engineering
GHD, Inc. 2235 Mercury Way Santa Rosa, CA 95407	Resident Engineering Civil Inspection Electrical Inspection Office Engineering
Hollins Consulting, Inc. 870 Market Street, Suite 700 San Francisco, CA 94102	Resident Engineering Civil Inspection
Park Engineering 372 Village Square Orinda, CA 94563	Resident Engineering Civil Inspection Office Engineering
RailPros 1300 Clay Street, Suite 600 Oakland, CA 94612	Resident Engineering Train Control Systems Inspection
RSE Corporation 1075 Old County Road, Suite D Belmont, CA 94002	Resident Engineering Train Control Systems Inspection
Salimi Construction Management 1 Avenue of the Palms, Suite 301 San Francisco, CA 94130	Resident Engineering Civil Inspection Office Engineering
SSConsultants, Inc. 1 Avenue of the Palms, Suite 16B San Francisco, CA 94130	Resident Engineering Civil Inspection Office Engineering

WSP USA, Inc. 452 Market Street San Francisco, CA 94105	Civil Inspection Electrical Inspection Office Engineering
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- B. Nothing contained in this Agreement or otherwise, shall create any contractual relation between SMART and any Subconsultants, and no subagreement shall relieve the Consultant of its responsibilities and obligations hereunder. The Consultant agrees to be as fully responsible to SMART for the acts and omissions of its Subconsultants and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Consultant. The Consultant's obligation to pay its Subconsultants is an independent obligation from SMART's obligation to make payments to the Consultant.
- C. The Consultant shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted without written authorization by SMART, except that which is expressly identified in the Exhibit B.
- D. Any subagreement entered into as a result of this Agreement, shall contain all the provisions stipulated in this entire Agreement to be applicable to Subconsultants unless otherwise noted.
- D. Consultant shall pay its Subconsultants within fifteen (15) calendar days from receipt of each payment made to the Consultant by SMART.
- E. Any substitution of Subconsultants must be approved in writing by SMART in advance of assigning work to a substitute Subconsultant.
- F. Prompt Progress Payment. Consultant or subconsultant shall pay to any subconsultant, not later than fifteen (15) days after receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed Consultant on account of the work performed by the subconsultants, to the extent of each subconsultant's interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from Consultant or subconsultant to a subconsultant, Consultant or subconsultant may withhold no more than 150 percent of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the licensee to a penalty, payable to the subconsultant, of 2 percent of the amount due per month for every month that payment is not made.

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

G. Prompt Payment of Withheld Funds to Subconsultants.

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

Section 16.08 Equipment Purchase and Other Capital Expenditures.

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

Section 16.09 Conflict of Interest.

- A. During the term of this Agreement, the Consultant shall disclose any financial, business, or other relationship with SMART that may have an impact upon the outcome of this Agreement or any ensuing SMART construction project. The Consultant shall also list current clients who may have a financial interest in the outcome of this Agreement or any ensuing SMART construction project which will follow.
- B. Consultant certifies that it has disclosed to SMART any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this Agreement. Consultant agrees to advise SMART of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this Agreement. Consultant further agrees to complete any statements of economic interest if required by either SMART or State law.
- C. The Consultant hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this Agreement.
- D. The Consultant hereby certifies that the Consultant or subconsultant and any firm affiliated with the Consultant or subconsultant that bids on any construction contract or on any Agreement to provide construction inspection for any construction project resulting from this Agreement, has established necessary controls to ensure a conflict of interest does not exist. An affiliated firm is one, which is subject to the control of the same persons, through joint ownership or otherwise.

Section 16.10 Contingent Fee. Consultant warrants, by execution of this Agreement that no person or selling agency has been employed, or retained, to solicit or secure this Agreement upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by Consultant for the purpose of securing business. For breach or violation of this warranty, SMART has the right to annul this Agreement without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the Agreement price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

Section 16.11 Safety.

- A. Consultant shall comply with OSHA regulations applicable to Consultant regarding necessary safety equipment or procedures. Consultant shall comply with safety instructions issued by SMART. Consultant personnel shall wear hard hats and safety vests at all times while working on the construction project site.
- B. Pursuant to the authority contained in Vehicle Code §591, SMART has determined that such areas are within the limits of the project and may be open to public traffic. Consultant shall

comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. Consultant shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

C. Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Article.

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

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

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

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

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

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

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

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

**CONSULTANT: TRC ENGINEERS, INC.**

By: \_\_\_\_\_  
Michael Couacaud, Vice President

Date: \_\_\_\_\_

**SONOMA-MARIN AREA RAIL TRANSIT (SMART)**

By: \_\_\_\_\_  
Eddy Cumins, General Manager

Date: \_\_\_\_\_

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

By: \_\_\_\_\_  
Ken Hendricks, Procurement Manager

Date: \_\_\_\_\_

**APPROVED AS TO FORM FOR SMART:**

By: \_\_\_\_\_  
District Counsel

Date: \_\_\_\_\_

## **EXHIBIT A SCOPE OF WORK & TIMELINE**

### **I. Overview**

The Sonoma-Marín Area Rail Transit District (SMART) is contracting with TRC Engineers, Inc. to provide as-needed construction management services including, resident engineer services, civil inspector services, electrical inspector services, and train control systems inspector services. These services will be issued by awarded task order.

The Consultant shall be required to sign SMART's Confidentiality and Non-Disclosure Agreement prior to the start of any work requiring the Consultant to be in possession of Safety Sensitive Information "SSI".

### **II. Project Management**

All work shall be initiated, scheduled, and reviewed by SMART's Chief Engineer or designee. All work performed under this contract will require a Task Order to be awarded and issued prior to work commencing. Any work performed outside of a fully executed Task Order will not be reimbursed.

### **III. Scope of Work**

#### **A. Task Order Work**

Consultant shall perform the following services on an as-needed basis when awarded a task order:

##### **1. Resident Engineer Services**

The day-to-day representative responsible for these services will be managing field work, interacting directly with contractors, overseeing field work, performing field inspection, managing construction inspectors, reviewing progress payments, reviewing submittals, preparing reports, and related construction management functions to successfully construct work.

##### **2. Civil Inspector Services**

The representative responsible for these services will be a general civil engineering construction inspector who will provide detailed construction inspection. This position would report to a SMART or consultant Resident Engineer and will have specific responsibilities to assure that work is being constructed according to the plans. The Inspector will review field work on a

daily basis, review plans and submittals, document the progress of work through daily inspection/observation reports. The Inspector will work closely with contractors, subcontractors, SMART personnel, and others as part of overseeing field work. Knowledge of heavy civil construction, electrical systems, drainage, and erosion control is required. Knowledge of track and bridge construction is desirable.

### 3. Electrical Inspector Services

The representative responsible for these services will be a Field Inspector tasked with monitoring and inspecting the installation of electrical systems, such as power installations and lighting systems. Knowledge and understanding of the National Electric Code (NEC) is essential, as well as, PG&E standards. This Field Inspector will fully inspect the contractor's work as it is constructed, verifying work is constructed according to the plans and applicable codes.

### 4. Train Control Systems Inspector Services

The representative responsible for these services will be a Field Inspector for the construction, installation and testing of train control, grade crossing warning and communication systems. Knowledge and understanding of the National Electric Code (NEC) is essential, as well as, industry standards for railroad signaling systems. The Field Inspector will fully inspect the contractor's work as it is constructed, installed, and tested, verifying work is completed according to the plans and applicable codes.

## B. Task Order Award Process

SMART has awarded several Master Agreements for On-Call Construction Management Services as part of the Request for Qualifications solicitation.

A mini Request for Proposal (RFP) will be issued to the Consultants holding these Master Agreements when task order work is required. This process may be either informal (email, letter, etc.) or via a formal RFP process.

SMART will provide these Consultants with each task order for review and the opportunity to propose. Each Task Order shall detail the work required for the specific project, the required work schedule, and all required deliverables and requirements. The evaluation is a qualifications-based evaluation and criteria may include the following: availability of personnel, staff capabilities, completion time, experience of Consultant, specialized expertise, and past performance. Following review of the submitted Proposals and prior to unsealing the cost proposals, SMART will rank the Proposals.

SMART will unseal the top-ranked firm's cost proposal and review. The cost proposals shall be based on the specified rates of compensation included in the Exhibit B of this Agreement. Negotiations may commence with the top-ranked firm. If negotiations

with the top-ranked firm are not successful, SMART will proceed with negotiations with the second highest ranking firm. This process will continue until negotiations are successful.

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

#### C. Location of Work

Field work is required and may include night work, weekend work, or work in remote areas within the Sonoma-Marín Area Rail Transit District (SMART) right-of-way and project sites. The locations and requirements will be included in each task order.

#### D. General Equipment Requirements

Unless otherwise specified in this Contract or resulting Task Orders, the Consultant shall provide all necessary tools, instruments, equipment, materials, supplies, and safety equipment required to perform the work identified in each Task Order and this Contract accurately, efficiently, and safely. The Consultant's personnel shall be fully trained in the use of such necessary tools, instruments, equipment, materials, supplies, and safety equipment. The Consultant shall not be reimbursed separately for tools of the trade.

#### E. General Consultant Requirements

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

1. Be responsible for supervising, reviewing, monitoring, training, and directing the Consultant's and Subconsultant's personnel.
2. Assign qualified personnel to complete the required Task Order work as specified on an "as-needed" basis in coordination with the SMART Manager.

Consultant's personnel may be asked to attend certain special training if recommended by the SMART Manager.

3. Administer personnel actions for Consultant personnel and ensuring appropriate actions taken for Subconsultant personnel.
4. Maintain and submit organized project files for record tracking and auditing.
5. Develop, organize, facilitate, and attend scheduled coordination meetings, and preparation and distribution of meeting minutes.
6. Implement and maintain quality control procedures to manage conflicts, insure product and service accuracy and completion before billing to SMART.
7. Manage Subconsultants.
8. Manage Task Order budgets and provide reports to the SMART Manager.
9. Ensure compliance with the provisions of this Contract and all specified Task Order requirements.
10. Monitor the health and safety of personnel working in a hazardous environment in accordance with all applicable Federal, State, and Local regulations.
11. Have knowledge, experience, and familiarity with prevailing wage issues and requirements in the State of California.
12. Not remove or replace any existing personnel assigned to Task Orders without the prior written consent of the SMART Manager. The removal or replacement of personnel without written approval shall be a violation of the Contract and may result in Termination of the Contract. When assigned consultant personnel is on approved leave and required by the SMART Manager, the Consultant's Contract Manager shall provide a substitute employee until the assigned employee returns to work from the approved leave. The substitute personnel shall have the same job classification, billing rate, and experience level of the previously assigned personnel. Substitute personnel must receive prior written approval from the SMART Manager. Invoices with charges for personnel not identified in the Exhibit B shall not be reimbursed.
13. Follow all safety requirements and direction from the SMART Manager.

#### **IV. Timeline for Each Requirement / Task**

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

If SMART determines that the work cannot be performed during normal business hours or the work is necessary at off hours to avoid danger to life or property, or SMART's revenue operations, the Consultant's operations may be restricted to specific hours during the week. Night work or weekend work may be required on

certain projects. Additionally, SMART's construction contractor's operations may be restricted to specific hours during the week. These requirements shall be clearly described in each Task Order. Any changes in hours or schedules after the original Task Orders are issued shall be documented by revision to the Task Orders.

#### V. **Acceptance Criteria**

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

## EXHIBIT B SCHEDULE OF RATES

Consultant TRC Engineers, Inc.  Prime Consultant  Subconsultant  2nd Tier Subconsultant

Solicitation No CV-PS-23-001 Solicitation Title: On-Call Construction Management Services Date 10/16/2023

For Combined Rate		Fringe Benefit % + General & Administrative% + Facilities Capital Cost of Money%	=	<b>149.69%</b>	Combined ICR %
<b>OR</b>					
For Home Office		Fringe Benefit % + General & Administrative% + Facilities Capital Cost of Money%	=	<b>153.03%</b>	Home Office ICR %
For Field Office		Fringe Benefit % + General & Administrative% + Facilities Capital Cost of Money%	=	<b>131.80%</b>	Field Office ICR %
FEE = <b>10%</b> 110%					

### BILLING INFORMATION

### CALCULATION INFORMATION

Name/Job Title/Classification <sup>1</sup>	Hourly Billing Rates <sup>2</sup>			Effective Date of Hourly Rate		Actual or Avg. Hourly Rate <sup>4</sup>	% or \$ Increase	Hourly Range- for Classifications Only	
	Straight <sup>3</sup>	OT(1.5x)	OT(2x)	From	To				
To Be Determined	\$378.75	N/C	N/C	1/1/2024	12/31/2024	\$148.54	3.00%	\$145.00	\$149.00
Project Manager (*)	\$390.11	N/C	N/C	1/1/2025	12/31/2025	\$153.00	3.00%	\$149.35	\$153.47
Principal In Charge	\$401.81	N/C	N/C	1/1/2026	12/31/2026	\$157.59	3.00%	\$153.83	\$158.07
	\$413.87	N/C	N/C	1/1/2027	12/31/2027	\$162.31	3.00%	\$158.45	\$162.82
Exempt	\$426.28	N/C	N/C	1/1/2028	12/31/2028	\$167.18	3.00%	\$163.20	\$167.70
To Be Determined	\$306.49	\$372.60	\$438.71	1/1/2024	12/31/2024	\$120.20	3.00%	\$120.00	\$125.00
Deputy Project Manager (*)	\$315.68	\$383.77	\$451.87	1/1/2025	12/31/2025	\$123.81	3.00%	\$123.60	\$128.75
Project Manager I	\$325.15	\$395.29	\$465.42	1/1/2026	12/31/2026	\$127.52	3.00%	\$127.31	\$132.61
	\$334.91	\$407.15	\$479.39	1/1/2027	12/31/2027	\$131.35	3.00%	\$131.13	\$136.59
Non-Exempt/Hourly	\$344.95	\$419.36	\$493.77	1/1/2028	12/31/2028	\$135.29	3.00%	\$135.06	\$140.69
To Be Determined	\$220.25	\$267.76	\$315.27	1/1/2024	12/31/2024	\$86.38	3.00%	\$67.00	\$114.00
Resident Engineer	\$226.86	\$275.79	\$324.73	1/1/2025	12/31/2025	\$88.97	3.00%	\$69.01	\$117.42
Project Engineer	\$233.67	\$284.07	\$334.47	1/1/2026	12/31/2026	\$91.64	3.00%	\$71.08	\$120.94
	\$240.68	\$292.59	\$344.50	1/1/2027	12/31/2027	\$94.39	3.00%	\$73.21	\$124.57
Non-Exempt/Hourly	\$247.90	\$301.37	\$354.84	1/1/2028	12/31/2028	\$97.22	3.00%	\$75.41	\$128.31
To Be Determined	\$194.91	\$236.95	\$278.99	1/1/2024	12/31/2024	\$76.44	3.00%	\$67.00	\$85.00
Civil Inspector (**)	\$200.75	\$244.06	\$287.36	1/1/2025	12/31/2025	\$78.73	3.00%	\$69.01	\$87.55
Building/Construction Inspector Group 2 [PW]	\$206.78	\$251.38	\$295.98	1/1/2026	12/31/2026	\$81.10	3.00%	\$71.08	\$90.18
	\$212.98	\$258.92	\$304.86	1/1/2027	12/31/2027	\$83.53	3.00%	\$73.21	\$92.88
Non-Exempt/Hourly	\$219.37	\$266.69	\$314.01	1/1/2028	12/31/2028	\$86.03	3.00%	\$75.41	\$95.67

To Be Determined	\$218.72	\$265.90	\$313.08	1/1/2024	12/31/2024	\$85.78	3.00%	\$73.00	\$105.00
Electrical & Train Systems Inspector (**)	\$225.28	\$273.88	\$322.47	1/1/2025	12/31/2025	\$88.35	3.00%	\$75.19	\$108.15
Building/Construction Inspector Group 2 [PW]	\$232.04	\$282.09	\$332.15	1/1/2026	12/31/2026	\$91.00	3.00%	\$77.45	\$111.39
	\$239.00	\$290.56	\$342.11	1/1/2027	12/31/2027	\$93.73	3.00%	\$79.77	\$114.74
Non-Exempt/Hourly	\$246.17	\$299.27	\$352.37	1/1/2028	12/31/2028	\$96.55	3.00%	\$82.16	\$118.18
To Be Determined	\$163.11	\$198.29	\$233.48	1/1/2024	12/31/2024	\$63.97	3.00%	\$50.29	\$75.00
Office Engineer	\$168.00	\$204.24	\$240.48	1/1/2025	12/31/2025	\$65.89	3.00%	\$51.80	\$77.25
Administrative	\$173.04	\$210.37	\$247.70	1/1/2026	12/31/2026	\$67.87	3.00%	\$53.35	\$79.57
	\$178.24	\$216.68	\$255.13	1/1/2027	12/31/2027	\$69.90	3.00%	\$54.95	\$81.95
Non-Exempt/Hourly	\$183.58	\$223.18	\$262.78	1/1/2028	12/31/2028	\$72.00	3.00%	\$56.60	\$84.41

NOTES:

1. Classifications that are subject to prevailing wage requirements must be marked with two asterisks (\*\*). For these classifications enter the actual prevailing wage rates for straight time, OT (1.5x), and OT (2x). All costs must comply with the Federal cost principals. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended.
3. For Non-Prevailing Wage Classifications, enter the Average Hourly Rate for that classification and the Hourly Range.
4. Bill rate for non-prevailing wage classifications = average hourly rate \* (1+ ICR) \* (1+ Fee). Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans. All costs must comply with the Federal cost principles for reimbursement

SCHEDULE OF OTHER DIRECT COST ITEMS (Add additional pages as necessary)				
Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs	1	Mile	\$ 0.66	\$0.66
Equipment Rental and Supplies	0	EA		\$0.00
Permit Fees	0	EA		\$0.00
Plan Sheets	0	EA		\$0.00
Test	0	EA		\$0.00
Vehicle	1	MO	\$ 808.33	\$808.33
Subconsultant 1:	0	EA		\$0.00
Subconsultant 2:	0	EA		\$0.00
Subconsultant 3:	0	EA		\$0.00
Subconsultant 4:	0	EA		\$0.00

Note: Add additional pages if necessary.

**NOTES:**

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

Consultant Azad Engineering PC  Prime Consultant  Subconsultant  2<sup>nd</sup> Tier Subconsultant

Solicitation No. CV-PS-23-001 Solicitation Title: On-Call Construction Management Services

Date: 10/12/23

Billing Information							Calculation Information		
Classification	Hourly Billing Rate			Effective Date of Hourly Rate		Avg. Hourly Rate	% or	Hourly Range For Classifications	
	Straight	OT (1.5x)	OT (2x)	From	To				
							Overhead=	120%	
							Fee=	10%	
							Escalation=	3%	
Resident Engineer	\$229.90	\$277.40	\$324.90	1/1/2024	12/31/2024	\$95.00		\$90.00	- \$100.00
	\$245.27	\$295.94	\$346.62	1/1/2025	12/31/2025	\$101.35	3%	\$92.70	- \$110.00
	\$252.63	\$304.82	\$357.02	1/1/2026	12/31/2026	\$104.39	3%	\$95.48	- \$113.30
	\$260.20	\$313.96	\$367.73	1/1/2027	12/31/2027	\$107.52	3%	\$98.35	- \$116.70
	\$268.01	\$323.38	\$378.76	1/1/2028	12/31/2028	\$110.75	3%	\$101.30	- \$120.20
Civil Inspector **	\$217.80	\$262.80	\$307.80	1/1/2024	12/31/2024	\$90.00		\$90	
	\$224.33	\$270.68	\$317.03	1/1/2025	12/31/2025	\$92.70	3%	\$87.55	
	\$231.06	\$278.80	\$326.55	1/1/2026	12/31/2026	\$95.48	3%	\$90.18	
	\$238.00	\$287.17	\$336.34	1/1/2027	12/31/2027	\$98.35	3%	\$92.88	
	\$245.14	\$295.78	\$346.43	1/1/2028	12/31/2028	\$101.30	3%	\$95.67	
Office Engineer	\$169.40	\$204.40	\$239.40	1/1/2024	12/31/2024	\$70.00		\$65	- \$75
	\$174.48	\$210.53	\$246.58	1/1/2025	12/31/2025	\$72.10	3%	\$66.95	- \$77.25
	\$179.72	\$216.85	\$253.98	1/1/2026	12/31/2026	\$74.26	3%	\$68.96	- \$79.57
	\$185.11	\$223.35	\$261.60	1/1/2027	12/31/2027	\$76.49	3%	\$71.03	- \$81.95
	\$190.66	\$230.05	\$269.45	1/1/2028	12/31/2028	\$78.79	3%	\$73.16	- \$84.41

NOTES:

1. Classifications that are subject to prevailing wage requirements must be marked with two asterisks (\*\*). For these classifications enter the actual prevailing wage rates for straight time, OT (1.5x), and OT (2x). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended.
3. For Non-Prevailing Wage Classifications, enter the Average Hourly Rate for that classification and the Hourly Range.
4. Billing rate for non-prevailing wage classifications = average hourly rate \* (1+ ICR) \* (1+ Fee). Indirect cost rates shall be updated on an annual basis in accordance with the consultants annual accounting period and established by a cognizant agency or accepted by Caltrans. All costs must comply with the Federal cost principles for reimbursement.

Consultant Azad Engineering PC

Prime Consultant  Subconsultant

<b>SCHEDULE OF OTHER DIRECT COST ITEMS (Add additional pages as necessary)</b>				
<b>Description of Item</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Cost</b>	<b>Total</b>
Mileage Costs		Mile	IRS Rate	\$ 0.00
Equipment Rental and Supplies				\$ 0.00
Permit Fees				\$ 0.00
Plan Sheets				\$ 0.00
Test				\$ 0.00
Vehicle				\$ 0.00
Subconsultant 1:				
Subconsultant 2:				
Subconsultant 3:				
Subconsultant 4:				
Subconsultant 5:				

Note: Add additional pages if necessary.

**NOTES:**

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

Consultant: COASTLAND CIVIL ENGINEERING LLP Prime Consultant  Subconsultant  2nd Tier Subconsultant  
 Solicitation No. CV-PS-23-001 Solicitation Title On-Call CM Services Participation Amount TBD Date 1/3/2024

For Combined Rate	Fringe Benefit %	39.81%	+	General Administration %	68.28%	=	Combined ICR %	108.09%
For Home Office Rate	Fringe Benefit %		+	General Administration %		=	Combined ICR %	0.00%
For Field Office Rate	Fringe Benefit %		+	General Administration %		=	Combined ICR %	0.00%
							FEE % =	10.00%

**BILLING INFORMATION**

**CALCULATION INFORMATION**

Name/Job Title/Classification <sup>1</sup>	Hourly Billing Rates <sup>2</sup>			Effective date of hourly rate		Actual or Avg. hourly rate <sup>3</sup>	% or \$ Increase	Hourly range - for classifications only
	Straight	OT (1.5x)	OT (2x)	From	To			
Mike Janet* VP, CM Division Lead	\$ 222.03	\$ 333.05	\$ 444.06	01/01/2024	12/31/2024	\$ 97.00		90.00 - 120.00
	\$ 228.69	\$ 343.04	\$ 457.39	01/01/2025	12/31/2025	\$ 99.91	3.0%	
	\$ 235.55	\$ 353.33	\$ 471.11	01/01/2026	12/31/2026	\$ 102.91	3.0%	
	\$ 242.62	\$ 363.93	\$ 485.24	01/01/2027	12/31/2027	\$ 105.99	3.0%	
	\$ 249.90	\$ 374.85	\$ 499.80	01/01/2028	12/31/2028	\$ 109.17	3.0%	
Clark Stauffer CM Manager	\$ 132.19	\$ 198.28	\$ 264.38	01/01/2024	12/31/2024	\$ 57.75		50.00 - 65.00
	\$ 136.15	\$ 204.23	\$ 272.31	01/01/2025	12/31/2025	\$ 59.48	3.0%	
	\$ 140.24	\$ 210.36	\$ 280.48	01/01/2026	12/31/2026	\$ 61.27	3.0%	
	\$ 144.45	\$ 216.67	\$ 288.89	01/01/2027	12/31/2027	\$ 63.10	3.0%	
	\$ 148.78	\$ 223.17	\$ 297.56	01/01/2028	12/31/2028	\$ 65.00	3.0%	
Robert White** Inspector	\$ 193.90	\$ 290.85	\$ 387.80	01/01/2024	12/31/2024	\$ 84.71		
	\$ 199.72	\$ 299.58	\$ 399.43	01/01/2025	12/31/2025	\$ 87.25	3.0%	
	\$ 205.71	\$ 308.56	\$ 411.42	01/01/2026	12/31/2026	\$ 89.87	3.0%	
	\$ 211.88	\$ 317.82	\$ 423.76	01/01/2027	12/31/2027	\$ 92.56	3.0%	
	\$ 218.24	\$ 327.35	\$ 436.47	01/01/2028	12/31/2028	\$ 95.34	3.0%	
Ann Pomilia Admin	\$ 89.27	\$ 133.91	\$ 178.54	01/01/2024	12/31/2024	\$ 39.00		25.00 - 45.00
	\$ 91.95	\$ 137.92	\$ 183.90	01/01/2025	12/31/2025	\$ 40.17	3.0%	
	\$ 94.71	\$ 142.06	\$ 189.41	01/01/2026	12/31/2026	\$ 41.38	3.0%	
	\$ 97.55	\$ 146.32	\$ 195.10	01/01/2027	12/31/2027	\$ 42.62	3.0%	
	\$ 100.47	\$ 150.71	\$ 200.95	01/01/2028	12/31/2028	\$ 43.89	3.0%	

**NOTES:**

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

Consultant Coastland Civil Engineering, Inc. Prime Consultant  Subconsultant   
 Solicitation No. CV-PS-23-001 Solicitation Title On-Call CM Services Date 1/3/24

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

Description of Item	Quantity	Unit	Unit Cost	Total
Laboratory Analysis		tests	\$ 1.00	\$ -
Mileage		miles	\$ 0.545	\$ -
Nuclear Density Testing		tests	\$ 1.00	\$ -
Description of Item:				\$ -
Description of Item				\$ -
Description of Item				\$ -
Subconsultant 1:				
Subconsultant 2:				
Subconsultant 3:				
Subconsultant 4:				
Subconsultant 5:				

Note: Add additional pages if necessary.

NOTES:

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

Consultant GHD Inc.

Prime Consultant

Subconsultant

2nd Tier Subconsultant

Solicitation No. CV-PS-23-001 Solicitation Title On-Call Construction Management Services

Date 10/16/2023

For Combined Rate	Fringe Benefit % + General & Administrative% + Facilities Capital Cost of Money%	=	174.21%	Combined ICR %
<b>OR</b>				
For Home Office	Fringe Benefit % + General & Administrative% + Facilities Capital Cost of Money%	=	174.21%	Home Office ICR %
For Field Office	Fringe Benefit % + General & Administrative% + Facilities Capital Cost of Money%	=	174.21%	Field Office ICR %

FEE =	10%	110%
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**BILLING INFORMATION**

**CALCULATION INFORMATION**

Name/Job Title/Classification <sup>1</sup>	Hourly Billing Rates <sup>2</sup>			Effective Date of Hourly Rate		Actual or Avg. Hourly Rate <sup>4</sup>	% or \$ Increase	Hourly Range- for Classifications Only	
	Straight <sup>3</sup>	OT(1.5x)	OT(2x)	From	To				
To Be Determined	\$85.00	\$85.00	\$85.00	1/1/2024	12/31/2024	\$85.00	3.00%	\$65.00	\$105.00
Resident Engineer	\$264.08	\$264.08	\$264.08	1/1/2025	12/31/2025	\$87.55	3.00%	\$66.95	\$108.15
	\$272.00	\$272.00	\$272.00	1/1/2026	12/31/2026	\$90.18	3.00%	\$68.96	\$111.39
	\$280.16	\$280.16	\$280.16	1/1/2027	12/31/2027	\$92.88	3.00%	\$71.03	\$114.74
Exempt/Hourly	\$288.57	\$288.57	\$288.57	1/1/2028	12/31/2028	\$95.67	3.00%	\$73.16	\$118.18
To Be Determined	\$226.22	\$267.47	\$308.72	1/1/2024	12/31/2024	\$75.00	3.00%	\$50.00	\$85.00
Civil Inspector (**)	\$233.01	\$275.50	\$317.98	1/1/2025	12/31/2025	\$77.25	3.00%	\$51.50	\$87.55
Building/Construction Inspector Group 2 [PW]	\$240.00	\$283.76	\$327.52	1/1/2026	12/31/2026	\$79.57	3.00%	\$53.05	\$90.18
	\$247.20	\$292.28	\$337.35	1/1/2027	12/31/2027	\$81.95	3.00%	\$54.64	\$92.88
Non-Exempt/Hourly	\$254.62	\$301.04	\$347.47	1/1/2028	12/31/2028	\$84.41	3.00%	\$56.28	\$95.67
To Be Determined	\$226.22	\$267.47	\$308.72	1/1/2024	12/31/2024	\$75.00	3.00%	\$50.00	\$85.00
Electrical Systems Inspector (**)	\$233.01	\$275.50	\$317.98	1/1/2025	12/31/2025	\$77.25	3.00%	\$51.50	\$87.55
Building/Construction Inspector Group 2 [PW]	\$240.00	\$283.76	\$327.52	1/1/2026	12/31/2026	\$79.57	3.00%	\$53.05	\$90.18
	\$247.20	\$292.28	\$337.35	1/1/2027	12/31/2027	\$81.95	3.00%	\$54.64	\$92.88
Non-Exempt/Hourly	\$254.62	\$301.04	\$347.47	1/1/2028	12/31/2028	\$84.41	3.00%	\$56.28	\$95.67

To Be Determined	\$165.90	\$196.15	\$226.40	1/1/2024	12/31/2024	\$55.00	3.00%	\$40.00	\$65.00
Office Engineer	\$170.87	\$202.03	\$233.19	1/1/2025	12/31/2025	\$56.65	3.00%	\$41.20	\$66.95
Administrative	\$176.00	\$208.09	\$240.18	1/1/2026	12/31/2026	\$58.35	3.00%	\$42.44	\$68.96
	\$181.28	\$214.34	\$247.39	1/1/2027	12/31/2027	\$60.10	3.00%	\$43.71	\$71.03
Non-Exempt/Hourly	\$186.72	\$220.77	\$254.81	1/1/2028	12/31/2028	\$61.90	3.00%	\$45.02	\$73.16

- NOTES:
1. Classifications that are subject to prevailing wage requirements must be marked with two asterisks (\*\*). For these classifications enter the actual prevailing wage rates for straight time, OT (1.5x), and OT (2x). All costs must comply with the Federal cost principals. Subconsultants will provide their own cost proposals.
  2. The cost proposal format shall not be amended.
  3. For Non-Prevailing Wage Classifications, enter the Average Hourly Rate for that classification and the Hourly Range.
  4. Bill rate for non-prevailing wage classifications = average hourly rate \* (1+ ICR) \* (1+ Fee). Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans. All costs must comply with the Federal cost principles for reimbursement

SCHEDULE OF OTHER DIRECT COST ITEMS (Add additional pages as necessary)				
Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs	0	Mile	\$ 0.65	\$0.00
Equipment Rental and Supplies	0	EA		\$0.00
Permit Fees	0	EA		\$0.00
Plan Sheets	0	EA		\$0.00
Test	0	EA		\$0.00
Vehicle	0	per day	\$ 100.00	\$0.00
Subconsultant 1:	0	EA		\$0.00
Subconsultant 2:	0	EA		\$0.00
Subconsultant 3:	0	EA		\$0.00
Subconsultant 4:	0	EA		\$0.00

Note: Add additional pages if necessary.

NOTES:

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

Consultant Hollins Consulting, Inc.  Prime Consultant  Subconsultant  2<sup>nd</sup> Tier Subconsultant

Solicitation No. CV-PS-23-001 Solicitation Title: On-Call Construction Management Services

Date: 10/17/23

For Home Office Rate									
Fringe Benefit%	+ General & Administrative%	=			1.0736	Home Office ICR%			
For Field Office Rate									
Fringe Benefit%	+ General & Administrative%	=			1.0130	Field Office ICR %			
						Fee	10%		
Classification	Hourly Billing Rate			Effective Date					
	ST	OT (1.5)	DT (1.5)	From	To	Avg Hourly Rate	% or \$ Increase	Hourly Range - For Classification Only	
Resident Engineer	\$ 86.54	\$ 129.81	\$ 173.08	1/1/2024	12/31/2024	\$ 197.39	0%	\$192.39-\$202.39	
	\$ 89.13	\$ 133.70	\$ 178.27	1/1/2025	12/31/2025	\$ 203.31	3%	\$198.31-\$208.31	
	\$ 91.81	\$ 137.71	\$ 183.62	1/1/2026	12/31/2026	\$ 209.41	3%	\$204.41-\$214.41	
	\$ 94.56	\$ 141.84	\$ 189.13	1/1/2027	12/31/2027	\$ 215.69	3%	\$210.69-\$220.69	
	\$ 97.40	\$ 146.10	\$ 194.80	1/1/2028	12/31/2028	\$ 222.17	3%	\$217.17-\$227.17	
Construction Inspector	\$ 79.33	\$ 118.99	\$ 158.65	1/1/2024	12/31/2024	\$ 175.65	0%	\$170.65-\$180.65	
	\$ 81.71	\$ 122.56	\$ 163.41	1/1/2025	12/31/2025	\$ 180.92	3%	\$175.92-\$185.92	
	\$ 84.16	\$ 126.24	\$ 168.32	1/1/2026	12/31/2026	\$ 186.35	3%	\$181.35-\$191.35	
	\$ 86.68	\$ 130.02	\$ 173.37	1/1/2027	12/31/2027	\$ 191.94	3%	\$186.94-\$196.94	
	\$ 89.28	\$ 133.92	\$ 178.57	1/1/2028	12/31/2028	\$ 197.70	3%	\$192.70-\$202.70	

**NOTES:**

1. Classifications that are subject to prevailing wage requirements must be marked with two asterisks (\*\*). For these classifications enter the actual prevailing wage rates for straight time, OT (1.5x), and OT (2x). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended.
3. For Non-Prevailing Wage Classifications, enter the Average Hourly Rate for that classification and the Hourly Range.
4. Billing rate for non-prevailing wage classifications = average hourly rate \* (1+ ICR) \* (1+ Fee). Indirect cost rates shall be updated on an annual basis in accordance with the consultants annual accounting period and established by a cognizant agency or accepted by Caltrans. All costs must comply with the Federal cost principles for reimbursement.

<b>SCHEDULE OF OTHER DIRECT COST ITEMS (Add additional pages as necessary)</b>				
<b>Description of Item</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Cost</b>	<b>Total</b>
Mileage Costs				\$ 0.00
Equipment Rental and Supplies				\$ 0.00
Permit Fees				\$ 0.00
Plan Sheets				\$ 0.00
Test				\$ 0.00
Vehicle				\$ 0.00
Subconsultant 1:				
Subconsultant 2:				
Subconsultant 3:				
Subconsultant 4:				
Subconsultant 5:				

Note: Add additional pages if necessary.

**NOTES:**

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

Consultant Park Engineering, Inc.

Prime Consultant

Subconsultant

2nd Tier Subconsultant

Solicitation No. CV-PS-23-001

Solicitation Title On-Call Construction Management Services

Date 10/17/23

For Combined Rate	Fringe Benefit %	56.06%	+ General & Administrative %	70.68%	=	126.75%	Combined ICR%
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OR

For Home Office Rate	Fringe Benefit %	0%	+ General & Administrative %	0%	=	0%	Home Office ICR%
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For Field Office Rate	Fringe Benefit %	0%	+ General & Administrative %	0%	=	0%	Field Office ICR%
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	Fee	=	10.00%
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BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification <sup>1</sup>	Hourly Billing Rates <sup>2</sup>			Effective date of hourly rate		Actual or Avg. hourly rate <sup>3</sup>	% or \$ increase	Hourly range - for classifications only
	Straight	OT(1.5x)	OT(2x)	From	To			
Joemin Park, PE, Resident Engineer	\$239.22	\$239.22	\$239.22	1/1/24	12/31/24	\$95.91		
	\$246.41	\$246.41	\$246.41	1/1/25	12/31/25	\$98.79	3.00%	
	\$253.79	\$253.79	\$253.79	1/1/26	12/31/26	\$101.75	3.00%	
	\$261.40	\$261.40	\$261.40	1/1/27	12/31/27	\$104.80	3.00%	
	\$269.23	\$269.23	\$269.23	1/1/28	12/31/28	\$107.94	3.00%	
Exempt								
Steve Patterson, PE, Resident Engineer	\$239.22	\$239.22	\$239.22	1/1/24	12/31/24	\$95.91		
	\$246.41	\$246.41	\$246.41	1/1/25	12/31/25	\$98.79	3.00%	
	\$253.79	\$253.79	\$253.79	1/1/26	12/31/26	\$101.75	3.00%	
	\$261.40	\$261.40	\$261.40	1/1/27	12/31/27	\$104.80	3.00%	
	\$269.23	\$269.23	\$269.23	1/1/28	12/31/28	\$107.94	3.00%	
Exempt								
Tricia Baxter, PE, Resident Engineer	\$243.44	\$243.44	\$243.44	1/1/24	12/31/24	\$97.60		
	\$250.75	\$250.75	\$250.75	1/1/25	12/31/25	\$100.53	3.00%	
	\$258.28	\$258.28	\$258.28	1/1/26	12/31/26	\$103.55	3.00%	
	\$266.04	\$266.04	\$266.04	1/1/27	12/31/27	\$106.66	3.00%	
	\$274.02	\$274.02	\$274.02	1/1/28	12/31/28	\$109.86	3.00%	
Exempt								
Andy Bodo, EIT, Sr. Construction Inspector/ Assistant Resident Engineer	\$179.14	\$268.71	\$358.28	1/1/24	12/31/24	\$71.82		
	\$184.50	\$276.75	\$369.00	1/1/25	12/31/25	\$73.97	3.00%	
	\$190.04	\$285.06	\$380.08	1/1/26	12/31/26	\$76.19	3.00%	
	\$195.75	\$293.63	\$391.50	1/1/27	12/31/27	\$78.48	3.00%	
	\$201.61	\$302.42	\$403.22	1/1/28	12/31/28	\$80.83	3.00%	
Non-Exempt								
Chris Kinser, Sr. Construction Inspector/ Assistant Resident Engineer	\$186.84	\$280.26	\$373.68	1/1/24	12/31/24	\$74.91		
	\$192.46	\$288.69	\$384.92	1/1/25	12/31/25	\$77.16	3.00%	
	\$198.22	\$297.33	\$396.44	1/1/26	12/31/26	\$79.47	3.00%	

Name/Job Title/Classification <sup>1</sup>	Hourly Billing Rates <sup>2</sup>			Effective date of hourly rate		Actual or Avg. hourly rate <sup>3</sup>	% or \$ increase	Hourly range - for classifications only
	Straight	OT(1.5x)	OT(2x)	From	To			
Non-Exempt	\$204.15	\$306.23	\$408.30	1/1/27	12/31/27	\$81.85	3.00%	
	\$210.29	\$315.44	\$420.58	1/1/28	12/31/28	\$84.31	3.00%	
Mike Johnson, Sr. Construction Inspector/ Assistant Resident Engineer	\$181.41	\$272.12	\$362.82	1/1/24	12/31/24	\$72.73		
	\$186.84	\$280.26	\$373.68	1/1/25	12/31/25	\$74.91	3.00%	
	\$192.46	\$288.69	\$384.92	1/1/26	12/31/26	\$77.16	3.00%	
	\$198.22	\$297.33	\$396.44	1/1/27	12/31/27	\$79.47	3.00%	
Non-Exempt	\$204.15	\$306.23	\$408.30	1/1/28	12/31/28	\$81.85	3.00%	
Amir Hashemi, Office Engineer/ Assistant Resident Engineer	\$192.68	\$289.02	\$385.36	1/1/24	12/31/24	\$77.25		
	\$198.47	\$297.71	\$396.94	1/1/25	12/31/25	\$79.57	3.00%	
	\$204.43	\$306.65	\$408.86	1/1/26	12/31/26	\$81.96	3.00%	
	\$210.56	\$315.84	\$421.12	1/1/27	12/31/27	\$84.42	3.00%	
	\$216.88	\$325.32	\$433.76	1/1/28	12/31/28	\$86.95	3.00%	
Resident Engineer	\$278.76	\$278.76	\$278.76	1/1/24	12/31/24	\$111.76		\$89.61 - \$133.90
	\$287.11	\$287.11	\$287.11	1/1/25	12/31/25	\$115.11	3.00%	
	\$295.72	\$295.72	\$295.72	1/1/26	12/31/26	\$118.56	3.00%	
	\$304.60	\$304.60	\$304.60	1/1/27	12/31/27	\$122.12	3.00%	
	\$313.73	\$313.73	\$313.73	1/1/28	12/31/28	\$125.78	3.00%	
Structures Representative	\$278.76	\$278.76	\$278.76	1/1/24	12/31/24	\$111.76		\$89.61 - \$133.90
	\$287.11	\$287.11	\$287.11	1/1/25	12/31/25	\$115.11	3.00%	
	\$295.72	\$295.72	\$295.72	1/1/26	12/31/26	\$118.56	3.00%	
	\$304.60	\$304.60	\$304.60	1/1/27	12/31/27	\$122.12	3.00%	
	\$313.73	\$313.73	\$313.73	1/1/28	12/31/28	\$125.78	3.00%	
Sr. Construction Inspector/Assistant Resident Engineer	\$195.25	\$292.88	\$390.50	1/1/24	12/31/24	\$78.28		\$71.07 - \$85.49
	\$201.11	\$301.67	\$402.22	1/1/25	12/31/25	\$80.63	3.00%	
	\$207.15	\$310.73	\$414.30	1/1/26	12/31/26	\$83.05	3.00%	
	\$213.36	\$320.04	\$426.72	1/1/27	12/31/27	\$85.54	3.00%	
	\$219.77	\$329.66	\$439.54	1/1/28	12/31/28	\$88.11	3.00%	
Construction Inspector **	\$161.85	\$242.78	\$323.70	1/1/24	12/31/24	\$64.89		\$59.74 - \$70.04
	\$166.72	\$250.08	\$333.44	1/1/25	12/31/25	\$66.84	3.00%	
	\$171.73	\$257.60	\$343.46	1/1/26	12/31/26	\$68.85	3.00%	
	\$176.89	\$265.34	\$353.78	1/1/27	12/31/27	\$70.92	3.00%	
	\$182.20	\$273.30	\$364.40	1/1/28	12/31/28	\$73.05	3.00%	
Office Engineer	\$160.58	\$240.87	\$321.16	1/1/24	12/31/24	\$64.38		\$46.35 - 82.40
	\$165.39	\$248.09	\$330.78	1/1/25	12/31/25	\$66.31	3.00%	
	\$170.36	\$255.54	\$340.72	1/1/26	12/31/26	\$68.30	3.00%	
	\$175.47	\$263.21	\$350.94	1/1/27	12/31/27	\$70.35	3.00%	
	\$180.73	\$271.10	\$361.46	1/1/28	12/31/28	\$72.46	3.00%	

(Add pages as necessary)

NOTES:

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

SCHEDULE OF OTHER DIRECT COST ITEMS (Add additional pages as necessary)				
DESCRIPTION OF ITEMS	Quantity	Unit	Unit Cost	Total
Mileage Costs			\$ -	Included in Rate
Equipment Rental and Supplies			\$ -	Actual
Permit Fees			\$ -	Actual
Plan Sheets			\$ -	Actual
Test			\$ -	Actual
Vehicle			\$ -	Included in Rate
Subconsultant 1:				
Subconsultant 2:				
Subconsultant 3:				
Subconsultant 4:				
Subconsultant 5:				

Note: Add additional pages if necessary.

NOTES:

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

Consultant RailPros, Inc.

Prime Consultant

Project No. \_\_\_\_\_

Contract No. \_\_\_\_\_ Participation Amount \$ \_\_\_\_\_

Date: 10/06/2023

For Combined Rate				
Fringe Benefit	% + General & Administrative	%	=	Combined = 148.49%

Fringe Benefit	% + General & Administrative	%	=	Home Office ICR 156.77%
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Fringe Benefit	% + General & Administrative	%	=	Field Office ICR 125.77%
				Fee = 10%

**BILLING INFORMATION**

**CALCULATION INFORMATION**

Name/Classification	Loaded Hourly Billing Rates Straight Overtime		Effective Date of Hourly Rate		% Escalation Increase	Actual Hourly Rate and/or Average Hourly Rate	Hourly Range for Class	
			From	To				
Project Manager	\$ 381.00	N/A	1/1/2024	12/31/2024	3.00%	\$ 120.19	\$361.00	\$401.00
	\$ 392.43	N/A	1/1/2025	12/31/2025	3.00%	\$ 123.80	\$372.43	\$412.43
	\$ 404.20	N/A	1/1/2026	12/31/2026	3.00%	\$ 127.51	\$384.20	\$424.20
	\$ 416.33	N/A	1/1/2027	12/31/2027	3.00%	\$ 131.33	\$396.33	\$436.33
	\$ 428.82	N/A	1/1/2028	12/31/2028	3.00%	\$ 135.27	\$408.82	\$448.82
Admin/Clerical	\$ 105.00	N/A	1/1/2024	12/31/2024	3.00%	\$ 109.40	\$85.00	\$125.00
	\$ 108.15	N/A	1/1/2025	12/31/2025	3.00%	\$ 112.68	\$88.15	\$128.15
	\$ 111.39	N/A	1/1/2026	12/31/2026	3.00%	\$ 116.06	\$91.39	\$131.39
	\$ 114.74	N/A	1/1/2027	12/31/2027	3.00%	\$ 119.54	\$94.74	\$134.74
	\$ 118.18	N/A	1/1/2028	12/31/2028	3.00%	\$ 123.13	\$98.18	\$138.18
Senior Resident Engineer	\$ 215.00	N/A	1/1/2024	12/31/2024	3.00%	\$ 98.17	\$195.00	\$235.00
	\$ 221.45	N/A	1/1/2025	12/31/2025	3.00%	\$ 101.12	\$201.45	\$241.45
	\$ 228.09	N/A	1/1/2026	12/31/2026	3.00%	\$ 104.15	\$208.09	\$248.09
	\$ 234.94	N/A	1/1/2027	12/31/2027	3.00%	\$ 107.27	\$214.94	\$254.94
	\$ 241.98	N/A	1/1/2028	12/31/2028	3.00%	\$ 107.27	\$221.98	\$261.98

	Loaded Hourly Billing Rates Straight Overtime		Effective Date of Hourly Rate		% Escalation Increase	Actual Hourly Rate and/or Average Hourly Rate	Hourly Range for Class	
			From	To				
Resident Engineer	\$ 190.00	N/A	1/1/2024	12/31/2024	3.00%	\$ 85.00	\$170.00	\$210.00
	\$ 195.70	N/A	1/1/2025	12/31/2025	3.00%	\$ 87.55	\$175.70	\$215.70
	\$ 201.57	N/A	1/1/2026	12/31/2026	3.00%	\$ 90.18	\$181.57	\$221.57
	\$ 207.62	N/A	1/1/2027	12/31/2027	3.00%	\$ 92.88	\$187.62	\$227.62
	\$ 213.85	N/A	1/1/2028	12/31/2028	3.00%	\$ 95.67	\$193.85	\$233.85
Office Engineer II	\$ 170.00	N/A	1/1/2024	12/31/2024	3.00%	\$ 60.00	\$150.00	\$190.00
	\$ 175.10	N/A	1/1/2025	12/31/2025	3.00%	\$ 61.80	\$155.10	\$195.10
	\$ 180.35	N/A	1/1/2026	12/31/2026	3.00%	\$ 63.65	\$160.35	\$200.35
	\$ 185.76	N/A	1/1/2027	12/31/2027	3.00%	\$ 65.56	\$165.76	\$205.76
	\$ 191.34	N/A	1/1/2028	12/31/2028	3.00%	\$ 67.53	\$171.34	\$211.34
Office Engineer I	\$ 140.00	N/A	1/1/2024	12/31/2024	3.00%	\$ 49.00	\$120.00	\$160.00
	\$ 144.20	N/A	1/1/2025	12/31/2025	3.00%	\$ 50.47	\$124.20	\$164.20
	\$ 148.53	N/A	1/1/2026	12/31/2026	3.00%	\$ 51.98	\$128.53	\$168.53
	\$ 152.98	N/A	1/1/2027	12/31/2027	3.00%	\$ 53.54	\$132.98	\$172.98
	\$ 157.57	N/A	1/1/2028	12/31/2028	3.00%	\$ 55.15	\$137.57	\$177.57
Construction Engineer II	\$ 160.00	N/A	1/1/2024	12/31/2024	3.00%	\$ 82.00	\$140.00	\$180.00
	\$ 164.80	N/A	1/1/2025	12/31/2025	3.00%	\$ 84.46	\$144.80	\$184.80
	\$ 169.74	N/A	1/1/2026	12/31/2026	3.00%	\$ 86.99	\$149.74	\$189.74
	\$ 174.84	N/A	1/1/2027	12/31/2027	3.00%	\$ 89.60	\$154.84	\$194.84
	\$ 180.08	N/A	1/1/2028	12/31/2028	3.00%	\$ 92.29	\$160.08	\$200.08
Construction Engineer I	\$ 140.00	N/A	1/1/2024	12/31/2024	3.00%	\$ 58.00	\$120.00	\$160.00
	\$ 144.20	N/A	1/1/2025	12/31/2025	3.00%	\$ 59.74	\$124.20	\$164.20
	\$ 148.53	N/A	1/1/2026	12/31/2026	3.00%	\$ 61.53	\$128.53	\$168.53
	\$ 152.98	N/A	1/1/2027	12/31/2027	3.00%	\$ 63.38	\$132.98	\$172.98
	\$ 157.57	N/A	1/1/2028	12/31/2028	3.00%	\$ 65.28	\$137.57	\$177.57
Project Controls Specialist	\$ 195.00	N/A	1/1/2024	12/31/2024	3.00%	\$ 28.00	\$175.00	\$215.00
	\$ 200.85	N/A	1/1/2025	12/31/2025	3.00%	\$ 28.84	\$180.85	\$220.85
	\$ 206.88	N/A	1/1/2026	12/31/2026	3.00%	\$ 29.71	\$186.88	\$226.88
	\$ 213.08	N/A	1/1/2027	12/31/2027	3.00%	\$ 30.60	\$193.08	\$233.08
	\$ 219.47	N/A	1/1/2028	12/31/2028	3.00%	\$ 31.51	\$199.47	\$239.47

**NOTES:**

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

<b>SCHEDULE OF OTHER DIRECT COST ITEMS (Add additional pages as necessary)</b>				
<b>Description of Item</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Cost</b>	<b>Total</b>
Mileage Costs				
Equipment Rental and Supplies				
Lodging				
Meals Per diem				
Travel Other (parking, tolls, etc)				
<b>Total</b>				

**NOTES:**

1. List direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentations.
2. Proposed ODC items should be consistently billed regardless of client and contract type.
3. Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
4. Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice)
5. Items listed above that would be considered "tools of the trade" are not reimburseable as other direct cost.

Consultant RSE Corporation

Prime Consultant

Subconsultant

2nd Tier Subconsultant

Solicitation No.: CV-PS-23-001

Solicitation Title On-Call Construction Management Services

Date: 1/10/2024

For Combined Rate	Fringe Benefit % 55.40%	+	General & Administrative % 69.35%	=	Combined ICR % 124.76%
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OR

For Home Office Rate	Fringe Benefit % 0%	+	General & Administrative % 0.00%	=	Home Office ICR % 0.00%
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For Field Office Rate	Fringe Benefit % 0%	+	General & Administrative % 0.00%	=	Field Office ICR % 0.00%
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FEE % = 10.0%

Name - Job Title/Classification	Hourly Billing Rates			Effective date of hourly rate		Average hourly rate	% Increase	Hourly Range for Classifications ONLY
	Straight	OT (1.5)	OT (2.0)	From	To			
Construction Manager / Resident Engineer / Engineer III	\$284.32	N/A	N/A	1/1/2024	12/31/2024	\$115.00		\$100-\$120
	\$292.85	N/A	N/A	1/1/2025	12/31/2025	\$118.45	3.00%	
	\$301.63	N/A	N/A	1/1/2026	12/31/2026	\$122.00	3.00%	
	\$310.68	N/A	N/A	1/1/2027	12/31/2027	\$125.66	3.00%	
	\$320.00	N/A	N/A	1/1/2028	12/31/2028	\$129.43	3.00%	
Assistant RE / Engineer II	\$212.62	N/A	N/A	1/1/2024	12/31/2024	\$86.00		\$75-\$100
	\$219.00	N/A	N/A	1/1/2025	12/31/2025	\$88.58	3.00%	
	\$225.57	N/A	N/A	1/1/2026	12/31/2026	\$91.24	3.00%	
	\$232.34	N/A	N/A	1/1/2027	12/31/2027	\$93.97	3.00%	
	\$239.31	N/A	N/A	1/1/2028	12/31/2028	\$96.79	3.00%	
Office Engineer / Engineer I	\$135.98	N/A	N/A	1/1/2024	12/31/2024	\$55.00		\$40-\$75
	\$140.06	N/A	N/A	1/1/2025	12/31/2025	\$56.65	3.00%	
	\$144.26	N/A	N/A	1/1/2026	12/31/2026	\$58.35	3.00%	
	\$148.59	N/A	N/A	1/1/2027	12/31/2027	\$60.10	3.00%	
	\$153.05	N/A	N/A	1/1/2028	12/31/2028	\$61.90	3.00%	

Name - Job Title/Classification	Hourly Billing Rates			Effective date of hourly rate		Average hourly rate	% Increase	Hourly Range for Classifications ONLY
	Straight	OT (1.5)	OT (2.0)	From	To			
Construction Survey Manager	\$259.60	N/A	N/A	1/1/2024	12/31/2024	\$105.00		\$90-\$115
	\$267.38	N/A	N/A	1/1/2025	12/31/2025	\$108.15	3.00%	
	\$275.40	N/A	N/A	1/1/2026	12/31/2026	\$111.39	3.00%	
	\$283.67	N/A	N/A	1/1/2027	12/31/2027	\$114.74	3.00%	
	\$292.18	N/A	N/A	1/1/2028	12/31/2028	\$118.18	3.00%	
Construction Inspector / Engineer Technician III **	\$234.87	N/A	N/A	1/1/2024	12/31/2024	\$95.00		\$80-\$105
	\$241.92	N/A	N/A	1/1/2025	12/31/2025	\$97.85	3.00%	
	\$249.18	N/A	N/A	1/1/2026	12/31/2026	\$100.79	3.00%	
	\$256.65	N/A	N/A	1/1/2027	12/31/2027	\$103.81	3.00%	
	\$264.35	N/A	N/A	1/1/2028	12/31/2028	\$106.92	3.00%	
Safety Manager / Engineer Technician III	\$234.87	N/A	N/A	1/1/2024	12/31/2024	\$95.00		\$85-\$105
	\$241.92	N/A	N/A	1/1/2025	12/31/2025	\$97.85	3.00%	
	\$249.18	N/A	N/A	1/1/2026	12/31/2026	\$100.79	3.00%	
	\$256.65	N/A	N/A	1/1/2027	12/31/2027	\$103.81	3.00%	
	\$264.35	N/A	N/A	1/1/2028	12/31/2028	\$106.92	3.00%	
Inspector (Track / Signal / Structures) / Engineer Technician II **	\$197.79	\$237.79	\$277.79	1/1/2024	12/31/2024	\$80.00		\$70-\$90
	\$203.72	\$244.92	\$286.12	1/1/2025	12/31/2025	\$82.40	3.00%	
	\$209.83	\$252.27	\$294.70	1/1/2026	12/31/2026	\$84.87	3.00%	
	\$216.13	\$259.84	\$303.55	1/1/2027	12/31/2027	\$87.42	3.00%	
	\$222.61	\$267.63	\$312.65	1/1/2028	12/31/2028	\$90.04	3.00%	
Engineer Technician I	\$135.98	\$163.48	\$190.98	1/1/2024	12/31/2024	\$55.00		\$40-\$75
	\$140.06	\$168.38	\$196.71	1/1/2025	12/31/2025	\$56.65	3.00%	
	\$144.26	\$173.43	\$202.61	1/1/2026	12/31/2026	\$58.35	3.00%	
	\$148.59	\$178.64	\$208.69	1/1/2027	12/31/2027	\$60.10	3.00%	
	\$153.05	\$184.00	\$214.95	1/1/2028	12/31/2028	\$61.90	3.00%	
Document Control / Contract Admin II	\$185.43	N/A	N/A	1/1/2024	12/31/2024	\$75.00		\$60-\$90
	\$190.99	N/A	N/A	1/1/2025	12/31/2025	\$77.25	3.00%	
	\$196.72	N/A	N/A	1/1/2026	12/31/2026	\$79.57	3.00%	
	\$202.62	N/A	N/A	1/1/2027	12/31/2027	\$81.95	3.00%	
	\$208.70	N/A	N/A	1/1/2028	12/31/2028	\$84.41	3.00%	

Name - Job Title/Classification	Hourly Billing Rates			Effective date of hourly rate		Average hourly rate	% Increase	Hourly Range for Classifications ONLY
	Straight	OT (1.5)	OT (2.0)	From	To			
Contract Admin I	\$123.62	N/A	N/A	1/1/2024	12/31/2024	\$50.00		\$40-\$60
	\$127.33	N/A	N/A	1/1/2025	12/31/2025	\$51.50	3.00%	
	\$131.15	N/A	N/A	1/1/2026	12/31/2026	\$53.05	3.00%	
	\$135.08	N/A	N/A	1/1/2027	12/31/2027	\$54.64	3.00%	
	\$139.13	N/A	N/A	1/1/2028	12/31/2028	\$56.28	3.00%	

**NOTES:**

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

SCHEDULE OF OTHER DIRECT COST ITEMS (Add additional pages as necessary)				
Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs		per mile	IRS Rate	IRS Rate
Equipment Rental and Supplies			\$ -	Actual Cost
Permit Fees			\$ -	Actual Cost
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
Subconsultant 1:			\$ -	\$ -

**NOTES:**

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

Consultant Salimi Management

Prime Consultant

Subconsultant

2nd Tier Subconsultant

Solicitation No CV-PS-23-001 Solicitation Title On-Call Construction Management Services

Date 1/5/2024

For Combined Rate	Fringe Benefit % + General & Administrative% + Facilities Capital Cost of Money%	=	<b>0.00%</b>	Combined ICR %
<b>OR</b>				
For Home Office	Fringe Benefit % + General & Administrative% + Facilities Capital Cost of Money%	=	<b>155.80%</b>	Home Office ICR %
For Field Office	Fringe Benefit % + General & Administrative% + Facilities Capital Cost of Money%	=	<b>164.40%</b>	Field Office ICR %

FEE =	<b>10%</b>	<b>110%</b>
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**BILLING INFORMATION**

**CALCULATION INFORMATION**

Name/Job Title/Classification <sup>1</sup>	Hourly Billing Rates <sup>2</sup>			Effective Date of Hourly Rate		Actual or Avg. Hourly Rate <sup>4</sup>	% or \$ Increase	Hourly Range- for Classifications Only	
	Straight <sup>3</sup>	OT(1.5x)	OT(2x)	From	To				
To Be Determined	\$145.42	N/C	N/C	1/1/2024	12/31/2024	\$50.00	3.00%		
Project Manager	\$149.78	N/C	N/C	1/1/2025	12/31/2025	\$51.50	3.00%	#VALUE!	#VALUE!
	\$154.28	N/C	N/C	1/1/2026	12/31/2026	\$53.05	3.00%	#VALUE!	#VALUE!
	\$158.90	N/C	N/C	1/1/2027	12/31/2027	\$54.64	3.00%	#VALUE!	#VALUE!
	\$163.67	N/C	N/C	1/1/2028	12/31/2028	\$56.28	3.00%	#VALUE!	#VALUE!
Exempt	\$163.67	N/C	N/C	1/1/2028	12/31/2028	\$56.28	3.00%	#VALUE!	#VALUE!
Rodrigo Espinoza	\$232.67	\$276.67	\$320.67	1/1/2024	12/31/2024	\$80.00	3.00%	NA	NA
Civil Inspector (**) Building/Construction Inspector Group 2 [PW]	\$239.65	\$284.97	\$330.29	1/1/2025	12/31/2025	\$82.40	3.00%	NA	NA
	\$246.84	\$293.52	\$340.20	1/1/2026	12/31/2026	\$84.87	3.00%	NA	NA
	\$254.25	\$302.33	\$350.41	1/1/2027	12/31/2027	\$87.42	3.00%	NA	NA
	\$261.87	\$311.40	\$360.92	1/1/2028	12/31/2028	\$90.04	3.00%	NA	NA
Non-Exempt/Hourly	\$261.87	\$311.40	\$360.92	1/1/2028	12/31/2028	\$90.04	3.00%	NA	NA
John Thomas	\$247.21	\$293.96	\$340.71	1/1/2024	12/31/2024	\$85.00	3.00%	NA	NA
Electrical Systems Inspector (**) Building/Construction Inspector Group 2 [PW]	\$254.63	\$302.78	\$350.94	1/1/2025	12/31/2025	\$87.55	3.00%	NA	NA
	\$262.27	\$311.87	\$361.46	1/1/2026	12/31/2026	\$90.18	3.00%	NA	NA
	\$270.14	\$321.22	\$372.31	1/1/2027	12/31/2027	\$92.88	3.00%	NA	NA
	\$278.24	\$330.86	\$383.48	1/1/2028	12/31/2028	\$95.67	3.00%	NA	NA
Non-Exempt/Hourly	\$278.24	\$330.86	\$383.48	1/1/2028	12/31/2028	\$95.67	3.00%	NA	NA

Marques Jones	\$229.76	\$273.21	\$316.66	1/1/2024	12/31/2024	\$79.00	3.00%	NA	NA
Office Engineer	\$236.66	\$281.41	\$326.16	1/1/2025	12/31/2025	\$81.37	3.00%	NA	NA
Administrative	\$243.76	\$289.85	\$335.95	1/1/2026	12/31/2026	\$83.81	3.00%	NA	NA
	\$251.07	\$298.55	\$346.03	1/1/2027	12/31/2027	\$86.33	3.00%	NA	NA
Non-Exempt/Hourly	\$258.60	\$307.50	\$356.41	1/1/2028	12/31/2028	\$88.92	3.00%	NA	NA

NOTES:

1. Classifications that are subject to prevailing wage requirements must be marked with two asterisks (\*\*). For these classifications enter the actual prevailing wage rates for straight time, OT (1.5x), and OT (2x). All costs must comply with the Federal cost principals. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended.
3. For Non-Prevailing Wage Classifications, enter the Average Hourly Rate for that classification and the Hourly Range.
4. Bill rate for non-prevailing wage classifications = average hourly rate \* (1+ ICR) \* (1+ Fee). Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans. All costs must comply with the Federal cost principals for reimbursement

<b>SCHEDULE OF OTHER DIRECT COST ITEMS (Add additional pages as necessary)</b>				
<b>Description of Item</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Cost</b>	<b>Total</b>
Mileage Costs	1100	Mile	\$ 0.75	\$825.00
Equipment Rental and Supplies	0	EA		\$0.00
Permit Fees	0	EA		\$0.00
Plan Sheets	0	EA		\$0.00
Test	0	EA		\$0.00
Vehicle	2	EA	\$ 1,350.00	\$2,700.00
Subconsultant 1:	0	EA		\$0.00
Subconsultant 2:	0	EA		\$0.00
Subconsultant 3:	0	EA		\$0.00
Subconsultant 4:	0	EA		\$0.00

Note: Add additional pages if necessary.

**NOTES:**

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

Consultant SSC Inc  
 Project No. SMART CM Contract No. CM On Call

Prime Consultant  Subconsultant   
 Participation Amount TBD

2nd Tier Subconsultant  
 Date 1/3/2023

For Combined Rate	Fringe %	+	Overhead %	+	G&A %	=	Combined ICR %
	36.65%		93.74%				130.39%

OR

For Home Office Rate	Fringe %	+	Overhead %	+	G&A %	=	Home Office ICR %
							0.00%
For Field Office Rate	Fringe %	+	Overhead %	+	G&A %	=	Field Office ICR %
							0.00%

Fee =	10%
% Increase =	3.0%

**BILLING INFORMATION**

**CALCULATION INFORMATION**

Name/Job Title/Classification <sup>1</sup>	Hourly Billing Rates <sup>2</sup>			Effective Date of Hourly Rate		Actual or Avg. Hourly Rate <sup>4</sup>	% or \$ Increase	Hourly Range - for Classifications Only	
	Straight <sup>3</sup>	OT(1.5x)	OT(2x)	From	To				
Samuel Sowko, P.E., CCM, PMP/Resident Engineer* <i>Exempt</i>	\$274.08	\$274.08	\$274.08	1/1/2024	12/31/2024	\$108.15			
	\$282.31	\$282.31	\$282.31	1/1/2025	12/31/2025	\$111.39	3.0%		
	\$290.78	\$290.78	\$290.78	1/1/2026	12/31/2026	\$114.74	3.0%		
	\$299.50	\$299.50	\$299.50	1/1/2027	12/31/2027	\$118.18	3.0%		
	\$308.48	\$308.48	\$308.48	1/1/2028	12/31/2028	\$121.72	3.0%		
Chris Shiels, PMP/Resident Engineer* <i>Exempt</i>	\$274.08	\$274.08	\$274.08	1/1/2024	12/31/2024	\$108.15			
	\$282.31	\$282.31	\$282.31	1/1/2025	12/31/2025	\$111.39	3.0%		
	\$290.78	\$290.78	\$290.78	1/1/2026	12/31/2026	\$114.74	3.0%		
	\$299.50	\$299.50	\$299.50	1/1/2027	12/31/2027	\$118.18	3.0%		
	\$308.48	\$308.48	\$308.48	1/1/2028	12/31/2028	\$121.72	3.0%		
Resident Engineer <i>Exempt</i>	\$241.47	\$241.47	\$241.47	1/1/2024	12/31/2024	\$95.28		\$70.00	\$115.00
	\$241.45	\$241.45	\$241.45	1/1/2025	12/31/2025	\$95.28	3.0%	\$72.10	\$118.45
	\$248.70	\$248.70	\$248.70	1/1/2026	12/31/2026	\$98.13	3.0%	\$74.26	\$122.00
	\$256.16	\$256.16	\$256.16	1/1/2027	12/31/2027	\$101.08	3.0%	\$76.49	\$125.66
	\$263.84	\$263.84	\$263.84	1/1/2028	12/31/2028	\$104.11	3.0%	\$78.79	\$129.43

Assitant Resident Engineer <i>Exempt</i>	\$209.08	\$209.08	\$209.08	1/1/2024	12/31/2024	\$82.50		\$65.00	\$100.00
	\$215.35	\$215.35	\$215.35	1/1/2025	12/31/2025	\$84.98	3.0%	\$66.95	\$103.00
	\$221.81	\$221.81	\$221.81	1/1/2026	12/31/2026	\$87.52	3.0%	\$68.96	\$106.09
	\$228.47	\$228.47	\$228.47	1/1/2027	12/31/2027	\$90.15	3.0%	\$71.03	\$109.27
	\$235.32	\$235.32	\$235.32	1/1/2028	12/31/2028	\$92.85	3.0%	\$73.16	\$112.55
Scott Sowko, EIT - ARE <i>Exempt</i>	\$190.07	\$190.07	\$190.07	1/1/2024	12/31/2024	\$75.00			
	\$195.77	\$195.77	\$195.77	1/1/2025	12/31/2025	\$77.25	3.0%		
	\$201.65	\$201.65	\$201.65	1/1/2026	12/31/2026	\$79.57	3.0%		
	\$207.70	\$207.70	\$207.70	1/1/2027	12/31/2027	\$81.95	3.0%		
	\$213.93	\$213.93	\$213.93	1/1/2028	12/31/2028	\$84.41	3.0%		
Office Engineer <i>Exempt</i>	\$152.06	\$152.06	\$152.06	1/1/2024	12/31/2024	\$60.00		\$45.00	\$75.00
	\$156.62	\$156.62	\$156.62	1/1/2025	12/31/2025	\$61.80	3.0%	\$46.35	\$77.25
	\$161.32	\$161.32	\$161.32	1/1/2026	12/31/2026	\$63.65	3.0%	\$47.74	\$79.57
	\$166.16	\$166.16	\$166.16	1/1/2027	12/31/2027	\$65.56	3.0%	\$49.17	\$81.95
	\$171.14	\$171.14	\$171.14	1/1/2028	12/31/2028	\$67.53	3.0%	\$50.65	\$84.41
Oscar Vargas - Inspector ** <i>Non-Exempt</i>	\$190.07	\$190.07	\$190.07	1/1/2024	12/31/2024	\$75.00			
	\$195.77	\$195.77	\$195.77	1/1/2025	12/31/2025	\$77.25	3.0%		
	\$201.65	\$201.65	\$201.65	1/1/2026	12/31/2026	\$79.57	3.0%		
	\$207.70	\$207.70	\$207.70	1/1/2027	12/31/2027	\$81.95	3.0%		
	\$213.93	\$213.93	\$213.93	1/1/2028	12/31/2028	\$84.41	3.0%		
Inspector ** <i>Non-Exempt</i>	\$190.07	\$227.57	\$265.07	1/1/2024	12/31/2024	\$75.00		\$55.00	\$95.00
	\$195.77	\$234.40	\$273.02	1/1/2025	12/31/2025	\$77.25	3.0%	\$56.65	\$97.85
	\$201.65	\$241.43	\$281.21	1/1/2026	12/31/2026	\$79.57	3.0%	\$58.35	\$100.79
	\$207.70	\$248.67	\$289.65	1/1/2027	12/31/2027	\$81.95	3.0%	\$60.10	\$103.81
	\$213.93	\$256.13	\$298.34	1/1/2028	12/31/2028	\$84.41	3.0%	\$61.90	\$106.92
Admin Assistant <i>Exempt</i>	\$120.38	\$120.38	\$120.38	1/1/2024	12/31/2024	\$47.50		\$35.00	\$60.00
	\$123.99	\$123.99	\$123.99	1/1/2025	12/31/2025	\$48.93	3.0%	\$36.05	\$61.80
	\$127.71	\$127.71	\$127.71	1/1/2026	12/31/2026	\$50.39	3.0%	\$37.13	\$63.65
	\$131.54	\$131.54	\$131.54	1/1/2027	12/31/2027	\$51.90	3.0%	\$38.25	\$65.56
	\$135.49	\$135.49	\$135.49	1/1/2028	12/31/2028	\$53.46	3.0%	\$39.39	\$67.53
Cost Estimator/Scheduler <i>Exempt</i>	\$215.41	\$215.41	\$215.41	1/1/2024	12/31/2024	\$85.00		\$65.00	\$105.00
	\$221.88	\$221.88	\$221.88	1/1/2025	12/31/2025	\$87.55	3.0%	\$66.95	\$108.15
	\$228.53	\$228.53	\$228.53	1/1/2026	12/31/2026	\$90.18	3.0%	\$68.96	\$111.39
	\$235.39	\$235.39	\$235.39	1/1/2027	12/31/2027	\$92.88	3.0%	\$71.03	\$114.74
	\$242.45	\$242.45	\$242.45	1/1/2028	12/31/2028	\$95.67	3.0%	\$73.16	\$118.18

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

SCHEDULE OF OTHER DIRECT COST ITEMS				
DESCRIPTION OF ITEM	Quantity	Unit	Unit Cost	Total
Mileage	As Needed	IRS Rate		
Lodging	As Needed	IRS Rate		
Printing/Repro/Shipping	Actual			
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
Subconsultant 1:				
Subconsultant 2:				
Subconsultant 3:				
Subconsultant 4:				
Subconsultant 5:				

**NOTES:**

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

Consultant WSP USA Inc.  Prime Consultant  Subconsultant  2<sup>nd</sup> Tier Subconsultant

Solicitation No. CV-PS-23-001 Solicitation Title: On-Call Construction Management Services Date: 10/12/2023

For Combined Rate	Fringe Benefit% + General & Administrative%	=	Combined ICR%
OR			
For Home Office Rate	Fringe Benefit% + General & Administrative%	36.67% + 103.63%	= 140.30% Home Office ICR%
For Field Office Rate	Fringe Benefit% + General & Administrative%	36.66% + 67.57%	= 104.23% Field Office ICR%
Fee			= 10 %

**BILLING INFORMATION**

**CALCULATION INFORMATION**

Classification (Examples)	Hourly Billing Rates <sup>2</sup>			Effective Date of Hourly Rate		Avg. Hourly Rate <sup>4</sup>	% or \$ Increase	Hourly Range - For Classifications Only
	Straight <sup>3</sup>	OT(1.5x)	OT(2x)	From	To			
Office Engineer	\$122.14	\$149.33	\$176.51	01/01/2024	12/31/2024	\$54.37		\$0.00 - \$0.00
	\$125.81	\$153.81	\$181.81	01/01/2025	12/31/2025	\$56.00	3.0%	\$0.00 - \$0.00
	\$129.58	\$158.42	\$187.26	01/01/2026	12/31/2026	\$57.68	3.0%	\$0.00 - \$0.00
	\$133.47	\$163.18	\$192.88	01/01/2027	12/31/2027	\$59.41	3.0%	\$0.00 - \$0.00
	\$137.47	\$168.07	\$198.66	01/01/2028	12/31/2028	\$61.19	3.0%	\$0.00 - \$0.00
Civil Inspector**	\$139.53	\$170.58	\$201.64	01/01/2024	12/31/2024	\$62.11		\$0.00 - \$0.00
	\$143.72	\$175.71	\$207.69	01/01/2025	12/31/2025	\$63.97	3.0%	\$0.00 - \$0.00
	\$148.03	\$180.98	\$213.92	01/01/2026	12/31/2026	\$65.89	3.0%	\$0.00 - \$0.00
	\$152.47	\$186.41	\$220.34	01/01/2027	12/31/2027	\$67.87	3.0%	\$0.00 - \$0.00
	\$157.04	\$192.00	\$226.95	01/01/2028	12/31/2028	\$69.91	3.0%	\$0.00 - \$0.00
Electrical Inspector **	\$187.74	\$229.53	\$271.31	01/01/2024	12/31/2024	\$83.57		\$0.00 - \$0.00
	\$193.37	\$236.41	\$279.44	01/01/2025	12/31/2025	\$86.07	3.0%	\$0.00 - \$0.00
	\$199.18	\$243.51	\$287.84	01/01/2026	12/31/2026	\$88.66	3.0%	\$0.00 - \$0.00
	\$205.15	\$250.81	\$296.46	01/01/2027	12/31/2027	\$91.31	3.0%	\$0.00 - \$0.00
	\$211.31	\$258.34	\$305.36	01/01/2028	12/31/2028	\$94.05	3.0%	\$0.00 - \$0.00

1. Classifications that are subject to prevailing wage requirements must be marked with two asterisks (\*\*). For these classifications enter the actual prevailing wage rates for straight time, OT (1.5x), and OT (2x). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended.
3. For Non-Prevailing Wage Classifications, enter the Average Hourly Rate for that classification and the Hourly Range.
4. Billing rate for non-prevailing wage classifications = average hourly rate \* (1+ ICR) \* (1+ Fee). Indirect cost rates shall be updated on an annual basis in accordance with the consultants annual accounting period and established by a cognizant agency or accepted by Caltrans. All costs must comply with the Federal cost principles for reimbursement.

<b>SCHEDULE OF OTHER DIRECT COST ITEMS (Add additional pages as necessary)</b>				
<b>Description of Item</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Cost</b>	<b>Total</b>
Mileage Costs				\$ 0.00
Equipment Rental and Supplies				\$ 0.00
Permit Fees				\$ 0.00
Plan Sheets				\$ 0.00
Test				\$ 0.00
Vehicle - Lease Allowance			\$14/hour	\$ 0.00
Subconsultant 1:				
Subconsultant 2:				
Subconsultant 3:				
Subconsultant 4:				
Subconsultant 5:				

Note: Add additional pages if necessary.

**NOTES:**

1. List other direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentation.
2. Proposed ODC items should be consistently billed regardless of client and contract type.
3. Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
4. Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
5. Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost
6. Travel related costs should be pre-approved by the SMART and shall comply with SMART's Travel Guidelines.

7. If mileage is claimed, the rate should be properly supported by the consultant's calculation of their actual costs for company vehicles. In addition, the miles claimed should be supported by mileage logs.
8. If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is its standard procedure for all of their contracts and that they do not own any vehicles that could be used for the same purpose.
9. The cost proposal format shall not be amended. All costs must comply with the Federal cost principles.
10. Add additional pages if necessary.
11. Subconsultants must provide their own cost proposals.

**EXHIBIT C  
FTA & DOT REQUIREMENTS**

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

**1. General.**

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

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

**2. Access To Records and Reports.**

*Applicability: All Contracts*

Contractor shall comply with the following requirements:

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

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

litigation, appeals, claims or exceptions related thereto.

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

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

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

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

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

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

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

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

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

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

### 3. **ADA Access**

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

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

### 4. **Buy America.**

*Applicability: All Rollingstock Purchases, Materials and Supplies Contracts, and Construction Contracts >\$150,000.*

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. part 661 and 2

CFR §200.322 Domestic preferences for procurements, which provide that Federal funds may not be obligated unless all 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. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C), 49 U.S.C. § 5323(u) and 49 C.F.R. § 661.11. Domestic preferences for procurements. The bidder or offeror must submit to SMART the appropriate Buy America certification. Bids or offers that are not accompanied by a completed Buy America certification will be rejected as nonresponsive.

Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

- 1) all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- 2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- 3) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project.

*Waivers:*

When necessary, recipients may apply for, and the Agency may grant, a waiver from these requirements. The Agency should notify the recipient for information on the process for requesting a waiver from these requirements.

- a) When the Federal agency has made a determination that one of the following

exceptions

applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:

- 1) applying the domestic content procurement preference would be inconsistent with the public interest;
- 2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
- 3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office. There may be instances where an award qualifies, in whole or in part, for an existing waiver.

#### Definitions:

“Construction materials” includes an article, material, or supply—other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives<sup>46</sup>—that is or consists primarily of:

- Non-ferrous metals;
- Plastic and Polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- Glass (including optic glass);
- Lumber; or
- Drywall

“Domestic content procurement preference” means all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; or the construction materials used in the project are produced in the United States.

“Infrastructure” includes, at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property. Infrastructure includes facilities that generate, transport, and distribute energy.

“Project” means the construction, alteration, maintenance, or repair of infrastructure in the United States.

## 5. Lobbying

*Applicability: All Contracts > \$100,000*

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR Part 20, "New Restrictions on Lobbying". Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of a Federal agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier certifies to the tier above that it will not and has not taken any action involving the Project or the Underlying Agreement for the Project, including any award, extension, or modification. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to SMART.

## 6. Cargo Preference Requirements.

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

The Contractor agrees to:

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

(b) to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of 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 described in the preceding paragraph, to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the Contractor in the case of a subcontractor's bill-of-lading); and

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

## 7. Charter Service.

*Applicability: All Operations & Management Contracts*

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

## 8. Civil Rights.

*Applicability: All Contracts*

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

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

Disabilities Act of 1990, as amended (ADA), 42 U.S.C. § 12101 et seq., prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Third party contractors must comply with their responsibilities under Titles I, II, III, IV, and V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.

### **Civil Rights and Equal Opportunity**

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

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

Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance,” 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any Implementing requirements FTA or FRA may issue.

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

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

## 9. Clean Air Act

*Applicability: All Contracts > \$150,000*

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

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

## 10. Clean Water Act

*Applicability: All Contracts > \$150,000*

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Water Act, as amended, 33 U.S.C. §§ 1251 - 1377 et seq.

- (2) The contractor agrees to report each violation to the SMART and understands and agrees that SMART will, in turn, report each violation as required to assure notification to the FTA and FRA, and the appropriate Environmental Protection Agency Regional Office in compliance with the notice of violating facility provisions in section 508 of the Clean Water Act, as amended, 33 U.S.C. 1368.
- (3) The Contractor agrees to protect underground sources of drinking water in compliance with the Safe Drinking Water Act of 1974, as amended, 42 U.S.C. 300f-300j-6.
- (4) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA or FRA.

## 11. Conformance with National ITS Architecture

*Applicability: All ITS Contracts*

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

## 12. Contract Work Hours and Safety Standards Act.

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

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

requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Compliance with the Contract Work Hours and Safety Standards Act.

- (1) Overtime requirements - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half (1.5) times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. SMART shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.”

### **13. Davis Bacon Act and Copeland Anti-Kickback Act**

*Applicability: All Construction Contracts > \$2,000*

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

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

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

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

"Compliance with the Copeland "Anti-Kickback" Act.

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

#### **14. Debarment and Suspension**

*Applicability: All Contracts > \$25,000*

- (1) This contract is a covered transaction for purposes of 49 CFR Part 18. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. §

180.935).

- (2) C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) By signing the Agreement or accepting the Purchase Order, the Contractor certifies as follows:

The certification in this clause is a material representation of fact relied upon by the SMART. If it is later determined that the contractor knowingly rendered an erroneous certification, in addition to remedies available to SMART, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Contractor agrees to comply with the requirements of 2 CFR 180 throughout the period of this contract.

## 15. Disadvantaged Business Enterprise (DBE)

*Applicability: All Contracts*

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

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

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

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

It is the policy of SMART and the United States Department of Transportation (“DOT”) that Disadvantaged Business Enterprises (“DBE’s”), as defined herein and in the Federal

regulations published at 49 C.F.R. part 26, shall have an equal opportunity to participate in DOT-assisted contracts.

#### **16. DHS Seal, Logo, and Flags.**

*Applicability: All Contracts*

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

#### **17. Energy Conservation.**

*Applicability: All Contracts*

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

#### **18. Federal Changes.**

*Applicability: All Contracts*

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

#### **19. Fly America.**

*Applicability: All Contracts*

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

## **20. Incorporation of Federal Transit Administration (FTA) Terms.**

*Applicability: All Contracts*

Incorporation of Federal Transit Administration (FTA) Terms - The provisions within include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in the current FTA Circular 4220 are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any request which would cause a violation of the FTA terms and conditions.

## **21. No Obligation by the Federal Government.**

*Applicability: All Contracts*

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

## **22. Notice of Legal Matters.**

*Applicability: All Contracts > \$25,000*

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

- (1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

- (2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.
- (3) Additional Notice to the U.S. DOT Inspector General. The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA or FRA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third-Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient.

### **23. Patent Rights and Rights in Data and Copyrights Requirements.**

*Applicability: All Research Project Contracts*

#### Intellectual Property Rights

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

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

Except for its own internal use, the Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of FTA or FRA, until such time as FTA

may have either released or approved the release of such data to the public. This restriction on publication, however, does not apply to any contract with an academic institution.

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

1. The Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for “Federal Government Purposes,” any subject data or copyright described below. For “Federal Government Purposes,” means use only for the direct purposes of the Federal Government. Without the copyright owner’s consent, the Federal Government may not extend its Federal license to any other party.
  - a. Any subject data developed under the Contract, whether or not a copyright has been obtained; and
  - b. Any rights of copyright purchased by the Contractor using Federal assistance in whole or in part by the FTA.
2. Unless FTA determines otherwise, the Contractor performing experimental, developmental, or research work required as part of this Contract agrees to permit FTA to make available to the public, either FTA’s license in the copyright to any subject data developed in the course of the Contract, or a copy of the subject data first produced under the Contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of this Contract, is not completed for any reason whatsoever, all data developed under the Contract shall become subject data as defined herein and shall be delivered as the Federal Government may direct.
3. Unless prohibited by state law, upon request by the Federal Government, the Contractor agrees to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. The Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

4. Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.
5. Data developed by the Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying Contract is exempt from the requirements herein, provided that the Contractor identifies those data in writing at the time of delivery of the Contract work.
6. The Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

#### **24. Pre-Award and Post Delivery Audits Requirements.**

*Applicability: All Rolling Stock/Turnkey Acquisition Contracts*

A Buy America certification under this part shall be issued in addition to any certification which may be required by 49 CFR Part 661. Nothing in this part precludes the FTA from conducting a Buy America investigation under part 661 of this title “Pre-Award and Post-Delivery Audit Requirements”.

The Contractor agrees to comply with “Buy America Requirements-Surface Transportation Assistance Act of 1982, as amended by 49 CFR 661.12, but has been modified to include FTA’s Buy America requirements codified at 49 U.S.C. A 5323(j).

Pre-Award and Post-Delivery Audit Requirements – The Contractor agrees to comply with 49 U.S.C. 5323(I) and FTA’s implementing regulation at 49 CFR Part 663 and to submit the following certifications:

- 1) Buy America Requirements: The Contractor shall complete and submit a declaration certifying either compliance or noncompliance with Buy America. If the firm certifies compliance with Buy America, it shall submit documentation which lists 1) component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; 2) the location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.
- 2) Solicitation Specification Requirements: The Contractor shall submit evidence that it will be capable of meeting the solicitation specifications.
- 3) Federal Motor Vehicle Safety Standards (FMVSS): The Contractor shall submit a) manufacturer’s FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or b) manufacturer’s certified statement that the contracted buses will not be subject to FMVSS regulations.

## 25. Recycled Products.

*Applicability: All Contracts > \$10,000*

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

## 26. Program Fraud and False or Fraudulent Statements and Related Acts

*Applicability: All Contracts*

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

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

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

## 27. Prompt Payment.

*Applicability: All Contracts*

The contractor shall promptly pay any and all subcontractors by an instrument that

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

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

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

## 28. Safe Operation of Motor Vehicles.

*Applicability: All Contracts*

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

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

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

- a. Safety. The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and

driving a vehicle the driver owns or rents, a vehicle the company owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the Agreement, or when performing any work for or on behalf of SMART.

- b. Contractor agrees to conduct workplace safety initiatives in a manner commensurate with its size, such as establishing new rules and programs to prohibit text messaging while driving, re-evaluating the existing programs to prohibit text messaging while driving, and providing education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

## 29. Seismic Safety.

*Applicability: All A&E and Construction Contracts*

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

## 30. Transit Employee Protective Agreements

*Applicability: All Transit Operations Contracts*

The Transit Employee Protective Provisions apply to each contract for transit operations performed by employees of a Contractor recognized by FTA to be a transit operator.

- i. General Transit Employee Protective Requirements – To the extent that FTA determines that transit operations are involved, the Contractor agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 U.S.C. A 5333(b), and U.S. DOL guidelines at 29 CFR Part 215, and any amendments thereto. The requirements of this subsection however do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. 5310(a)(2), or for projects for non-urbanized areas authorized by 49 U.S.C. 5311. Alternate provisions for those projects are set forth in subsections (B) and (C) of this clause.
- ii. Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C.

5310(a)(2) for Elderly Individuals and Individuals with Disabilities – If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. 5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. 5333(b) are necessary or appropriate for the state and SMART for which work is performed on the underlying contract, the Contractor agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. 5333(b), U.S. DOL guidelines at 29 CFR Part 215, and any amendments thereto.

- iii. Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. 5311 in Non-Urbanized Areas – If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. 5311, the Contractor agrees to comply with the terms and conditions of the Special Warranty for the Non-urbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.
- iv. The Contractor also agrees to include any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance by FTA.

### **31. Special DOL EEO Clause**

*Applicability: All Construction Contracts > \$10,000*

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

### **32. Drug and Alcohol Testing**

*Applicability: All Transit Operations Service Contracts*

The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 C.F.R. part 655, produce any documentation necessary to establish its compliance with part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency, or the Sonoma-Marín Area Rail Transit District, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 C.F.R. part 655 and review the testing process. The Contractor agrees further to certify annually its compliance with part 655 before June 30 and to submit the Management Information System (MIS) reports to the Sonoma-Marín Area Rail Transit

District. To certify compliance the Contractor shall use the “Substance Abuse Certifications” in the “Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements”, which is published annually in the Federal Registrar.

### **33. Termination.**

*Applicability: All Contracts > \$10,000*

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

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

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

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

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

(d) Waiver of Remedies for any Breach. In the event that SMART elects to waive its

remedies for any breach by Contractor of any covenant, term or condition of this Agreement, such waiver by SMART shall not limit SMART's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Agreement.

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

(f) Termination for Default (Supplies and Service) If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Agency.

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

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

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

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

(j) Termination for Convenience or Default (Cost Type Contracts) The Agency may terminate this contract, or any portion of it, by serving a Notice of Termination on the

Contractor. The notice shall state whether the termination is for convenience of Agency or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the Contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the Agency, or property supplied to the Contractor by the Agency. If the termination is for default, the Agency may fix the fee, if the contract provides for a fee, to be paid the Contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the Agency and the parties shall negotiate the termination settlement to be paid the Contractor.

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

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

#### **34. Veterans Hiring Preference.**

*Applicability: All Contracts*

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

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

#### **35. Violation and Breach of Contract.**

*Applicability: All Contracts*

##### Rights and Remedies of SMART

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

### Rights and Remedies of Contractor

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

### Remedies

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

### Disputes

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

### Performance during Dispute

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

### Claims for Damages

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

## **36. Geographic Restrictions.**

*Applicability: All Contracts*

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

## **37. Metric System.**

*Applicability: All Contracts*

To the extent required by U.S. DOT, FRA, or FTA, Contractor shall use the metric system of measurement in its project activities pursuant to the Metric Conversion Act, as amended by the Omnibus Trade and Competitiveness Act, 15 U.S.C. 205a et seq.;

Executive Order No 12770 “Metric Usage in Federal Government Programs, 15 U.S.C. § 205a note; and other regulations, guidelines, and policies issued by U.S. DOT, FRA, or FTA. To the extent practicable and feasible, SMART agrees to accept products and services with dimensions expressed in the metric system of measurement.

### **38. Environmental Protection.**

*Applicability: All Contracts*

Contractor shall comply with the following requirements:

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

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

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

### **39. Privacy Act.**

*Applicability: All Contracts*

Contractor agrees to comply with and assures the compliance of its employees with the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C § 552. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. Contractor understands that the requirements of the Privacy Act, including civil and criminal penalties for violation of the Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

### **40. Transit Vehicle Manufacturer (TVM) Certifications**

*Applicability: All Rolling Stock Contracts*

49 CFR 26.49 – Contractor must submit to SMART a certification from each transit vehicle manufacture that desires to bid or propose upon a DOT-assisted transit vehicle

procurement that it has complied with the requirements of 49 CFR 26.49. SMART may, however, with FTA approval, establish project-specific goals for DBE participation in the procurement of transit vehicles in lieu of complying through the overall goal setting procedures.

#### **41. Federal Tax Liability and Recent Felony Convictions**

*Applicability: All Contracts*

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

#### **42. Rights to Inventions Made Under a Contract or Agreement.**

*Applicability: All Research and Development Contracts*

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

#### **43. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.**

*Applicability: All Contracts*

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

#### **44. Domestic Preferences for Procurements**

*Applicability: All Contracts*

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

For the purposes of this section:

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

#### **45. Trafficking in Persons**

*Applicability: All Contracts*

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

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

#### **46. Severability**

*Applicability: All Contracts*

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

**EXHIBIT D - FEDERAL WAGE DETERMINATION**

"General Decision Number: CA20230007 09/01/2023

Superseded General Decision Number: CA20220007

State: California

Construction Types: Building, Heavy (Heavy and Dredging) and Highway

Counties: Alpine, Amador, Butte, Colusa, El Dorado, Glenn, Lassen, Marin, Modoc, Napa, Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Siskiyou, Solano, Sonoma, Sutter, Tehama, Trinity, Yolo and Yuba Counties in California.

BUILDING CONSTRUCTION PROJECTS (excluding Amador County only); DREDGING CONSTRUCTION PROJECTS (does not include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); AND HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.
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If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all
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hours spent performing on  
that contract in 2023.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/06/2023
1	01/13/2023
2	01/20/2023
3	02/03/2023
4	03/03/2023
5	03/10/2023
6	03/17/2023
7	03/31/2023
8	04/07/2023
9	04/14/2023
10	04/21/2023
11	04/28/2023
12	05/05/2023
13	06/02/2023
14	06/23/2023
15	06/30/2023
16	07/14/2023
17	07/28/2023
18	08/11/2023
19	08/18/2023
20	09/01/2023

ASBE0016-001 02/01/2023

AREA 1: MARIN, NAPA, SAN BENITO, SAN FRANCISCO, SOLANO, & SONOMA COUNTIES

AREA 2: ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHEMA, TRINITY, YOLO, & YUBA COUNTIES

Rates Fringes

Asbestos Workers/Insulator  
(Includes the application of  
all insulating materials,

Protective Coverings,  
Coatings, and Finishes to all  
types of mechanical systems)

Area 1.....	\$ 80.91	23.82
Area 2.....	\$ 62.26	23.82

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ASBE0016-007 01/01/2021

AREA 1 : ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN,  
LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA,  
SIERRA, SISKIYOU, SOLANO, SONOMA, SUTTER, TEHAMA, TRINITY, YOLO  
& YUBA COUNTIES

AREA 2: MARIN & NAPA COUNTIES

Rates Fringes

Asbestos Removal  
worker/hazardous material  
handler (Includes  
preparation, wetting,  
stripping, removal,  
scrapping, vacuuming, bagging  
and disposing of all  
insulation materials from  
mechanical systems, whether  
they contain asbestos or not)

AREA 1.....	\$ 30.45	10.60
AREA 2.....	\$ 36.53	9.27

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BOIL0549-002 01/01/2021

Rates Fringes

BOILERMAKER

(1) Marin & Solano Counties.	\$ 49.62	41.27
(2) Remaining Counties.....	\$ 45.60	38.99

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BRCA0003-001 08/01/2022

Rates Fringes

MARBLE FINISHER.....	\$ 39.20	18.31
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BRCA0003-004 05/01/2022

AREA 1: ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN,  
LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA,  
SIERRA, SUTTER, TEHAMA, YOLO AND YUBA COUNTIES

AREA 2: MARIN, NAPA, SISKIYOU, SOLANO, SONOMA AND TRINITY  
COUNTIES

Rates Fringes

BRICKLAYER

AREA 1.....	\$ 49.32	22.65
AREA 2.....	\$ 53.69	26.03

SPECIALTY PAY:

- (A) Underground work such as tunnel work, sewer work, manholes, catch basins, sewer pipes and telephone conduit shall be paid \$1.25 per hour above the regular rate. Work in direct contact with raw sewage shall receive \$1.25 per hour in addition to the above.
- (B) Operating a saw or grinder shall receive \$1.25 per hour above the regular rate.
- (C) Guniting nozzle person shall receive \$1.25 per hour above the regular rate.

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BRCA0003-008 07/01/2022

Rates Fringes

TERRAZZO FINISHER.....	\$ 41.93	18.98
TERRAZZO WORKER/SETTER.....	\$ 56.84	27.53

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BRCA0003-010 04/01/2022

Rates Fringes

TILE FINISHER

Area 1.....	\$ 31.12	16.11
Area 2.....	\$ 30.90	17.87
Area 3.....	\$ 33.86	17.74
Area 4.....	\$ 31.89	17.18

Tile Layer

Area 1.....	\$ 51.02	19.35
Area 2.....	\$ 50.66	20.77
Area 3.....	\$ 55.41	20.87
Area 4.....	\$ 52.28	20.79

- AREA 1: Butte, Colusa, El Dorado, Glenn, Lassen, Modoc, Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Sutter, Tehama, Yolo, Yuba
- AREA 2: Alpine, Amador
- AREA 3: Marin, Napa, Solano, Siskiyou
- AREA 4: Sonoma

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BRCA0003-014 08/01/2022

Rates Fringes

MARBLE MASON.....	\$ 56.98	28.54
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CARP0034-001 07/01/2021

Rates      Fringes

Diver

Assistant Tender, ROV		
Tender/Technician.....	\$ 54.10	34.69
Diver standby.....	\$ 60.51	34.69
Diver Tender.....	\$ 59.51	34.69
Diver wet.....	\$ 103.62	34.69
Manifold Operator (mixed gas).....	\$ 64.51	34.69
Manifold Operator (Standby).\$	59.51	34.69

DEPTH PAY (Surface Diving):

050 to 100 ft	\$2.00 per foot
101 to 150 ft	\$3.00 per foot
151 to 220 ft	\$4.00 per foot
221 ft.-deeper	\$5.00 per foot

SATURATION DIVING:

The standby rate shall apply until saturation starts. The saturation diving rate applies when divers are under pressure continuously until work task and decompression are complete. The diver rate shall be paid for all saturation hours.

DIVING IN ENCLOSURES:

Where it is necessary for Divers to enter pipes or tunnels, or other enclosures where there is no vertical ascent, the following premium shall be paid: Distance traveled from entrance 26 feet to 300 feet: \$1.00 per foot. When it is necessary for a diver to enter any pipe, tunnel or other enclosure less than 48" in height, the premium will be \$1.00 per foot.

WORK IN COMBINATION OF CLASSIFICATIONS:

Employees working in any combination of classifications within the diving crew (except dive supervisor) in a shift are paid in the classification with the highest rate for that shift.

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CARP0034-003 07/01/2021

Rates      Fringes

Piledriver.....	\$ 54.10	34.69
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CARP0035-001 08/01/2020

AREA 1: MARIN, NAPA, SOLANO & SONOMA

AREA 3: SACRAMENTO, WESTERN EL DORADO (Territory west of an including highway 49 and the territory inside the city limits of Placerville), WESTERN PLACER (Territory west of and including highway 49), & YOLO

AREA 4: ALPINE, BUTTE, COLUSA, EASTERN EL DORADO, GLENN, LASSEN, MODOC, NEVADA, EASTERN PLACER, PLUMAS, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, & YUBA

	Rates	Fringes
Drywall Installers/Lathers:		
Area 1.....	\$ 52.65	31.26
Area 3.....	\$ 47.27	31.26
Area 4.....	\$ 45.92	31.26
Drywall Stocker/Scrapper		
Area 1.....	\$ 26.33	18.22
Area 3.....	\$ 23.64	18.22
Area 4.....	\$ 22.97	18.22

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 CARP0035-009 07/01/2020

Marin County

	Rates	Fringes
CARPENTER		
Bridge Builder/Highway Carpenter.....	\$ 52.65	30.82
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 52.80	30.82
Journeyman Carpenter.....	\$ 52.65	30.82
Millwright.....	\$ 52.75	32.41

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 CARP0035-010 07/01/2020

AREA 1: Marin, Napa, Solano & Sonoma Counties

AREA 2: Monterey, San Benito and Santa Cruz

AREA 3: Alpine, Butte, Colusa, El Dorado, Glenn, Lassen, Modoc, Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Siskiyou, Sutter, Tehama, Trinity, Yolo & Yuba counties

	Rates	Fringes
Modular Furniture Installer		
Area 1 Installer.....	\$ 28.76	22.53

Lead Installer.....	\$ 32.21	23.03
Master Installer.....	\$ 36.43	23.03
Area 2		
Installer.....	\$ 26.11	22.53
Lead Installer.....	\$ 29.08	23.03
Master Installer.....	\$ 32.71	23.03
Area 3		
Installer.....	\$ 25.16	22.53
Lead Installer.....	\$ 27.96	23.03
Master Installer.....	\$ 31.38	23.03

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 CARP0046-001 07/01/2021

El Dorado (West), Placer (West), Sacramento and Yolo Counties

Rates Fringes

Carpenters

Bridge Builder/Highway Carpenter.....	\$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 49.12	31.49
Journeyman Carpenter.....	\$ 48.97	31.49
Millwright.....	\$ 51.47	33.08

Footnote: Placer County (West) includes territory West of and including Highway 49 and El Dorado County (West) includes territory West of and including Highway 49 and territory inside the city limits of Placerville.

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 CARP0046-002 07/01/2021

Alpine, Colusa, El Dorado (East), Nevada, Placer (East),  
 Sierra, Sutter and Yuba Counties

Rates Fringes

Carpenters

Bridge Builder/Highway Carpenter.....	\$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 47.77	31.49
Journeyman Carpenter.....	\$ 47.62	31.49
Millwright.....	\$ 50.12	33.08

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 CARP0152-003 07/01/2020

Amador County

Rates Fringes

Carpenters

Bridge Builder/Highway Carpenter.....	\$ 52.65	30.82
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 45.57	30.82
Journeyman Carpenter.....	\$ 45.42	30.82
Millwright.....	\$ 47.92	32.41

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CARP0180-001 07/01/2021

Solano County

Rates Fringes

Carpenters

Bridge Builder/Highway Carpenter.....	\$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 55.00	31.49
Journeyman Carpenter.....	\$ 54.85	31.49
Millwright.....	\$ 54.95	33.08

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CARP0751-001 07/01/2021

Napa and Sonoma Counties

Rates Fringes

Carpenters

Bridge Builder/Highway Carpenter.....	\$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 55.00	31.49
Journeyman Carpenter.....	\$ 54.85	31.49
Millwright.....	\$ 54.95	33.08

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CARP1599-001 07/01/2020

Butte, Glenn, Lassen, Modoc, Plumas, Shasta, Siskiyou, Tehama  
and Trinity Counties

Rates Fringes

Carpenters

Bridge Builder/Highway Carpenter.....	\$ 52.65	30.82
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 45.57	30.82
Journeyman Carpenter.....	\$ 45.42	30.82
Millwright.....	\$ 47.92	32.41

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ELEC0180-001 06/01/2023

NAPA AND SOLANO COUNTIES

Rates Fringes

CABLE SPLICER.....	\$ 63.07	3%+26.88
ELECTRICIAN.....	\$ 56.06	3%+26.88

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ELEC0180-003 12/01/2022

NAPA AND SOLANO COUNTIES

Rates Fringes

Sound & Communications

Installer.....	\$ 46.64	25.30
Technician.....	\$ 53.64	25.51

SCOPE OF WORK INCLUDES-

SOUND & VOICE TRANSMISSION (Music, Intercom, Nurse Call, Telephone); FIRE ALARM SYSTEMS [excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs], TELEVISION & VIDEO SYSTEMS, SECURITY SYSTEMS, COMMUNICATIONS SYSTEMS that transmit or receive information and/or control systems that are intrinsic to the above.

EXCLUDES-

Excludes all other data systems or multiple systems which include control function or power supply; excludes installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excludes energy management systems.

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN,  
NEVADA, PLACER, PLUMAS, SACRAMENTO, TRINITY, YOLO, YUBA COUNTIES

Rates Fringes

Communications System

Sound & Communications Installer.....	\$ 29.35	3%+15.35
Sound & Communications Technician.....	\$ 33.75	3%+15.35

SCOPE OF WORK

Includes the installation testing, service and maintenance, of the following systems which utilize the transmission and/or transference of voice, sound, vision and digital for commercial, education, security and entertainment purposes for the following TV monitoring and surveillance, background-foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call system, radio page, school intercom and sound, burglar alarms, and low voltage master clock systems.

A. SOUND AND VOICE TRANSMISSION/TRANSFERENCE SYSTEMS

Background foreground music Intercom and telephone interconnect systems, Telephone systems, Nurse call systems, Radio page systems, School intercom and sound systems, Burglar alarm systems, Low voltage master clock systems, Multi-media/multiplex systems, Sound and musical entertainment systems, RF systems, Antennas and Wave Guide.

B. FIRE ALARM SYSTEMS

Installation, wire pulling and testing

C. TELEVISION AND VIDEO SYSTEMS Television monitoring and surveillance systems, Video security systems, Video entertainment systems, Video educational systems, Microwave transmission systems, CATV and CCTV

D. SECURITY SYSTEMS Perimeter security systems  
Vibration sensor systems Card access systems Access control systems Sonar/infrared monitoring equipment

E. COMMUNICATIONS SYSTEMS THAT TRANSMIT OR RECEIVE INFORMATION AND/OR CONTROL SYSTEMS THAT ARE INTRINSIC TO THE ABOVE LISTED SYSTEMS SCADA (Supervisory Control and Data Acquisition) PCM (Pulse Code Modulation) Inventory Control Systems Digital Data Systems Broadband and Baseband and Carriers Point of Sale Systems VSAT Data Systems Data Communication

Systems RF and Remote Control Systems Fiber Optic  
 Data Systems WORK EXCLUDED Raceway systems are not covered  
 (excluding Ladder-Rack for the purpose of the above listed  
 systems). Chases and/or nipples (not to exceed 10 feet)  
 may be installed on open wiring systems. Energy management  
 systems. SCADA (Supervisory Control and Data Acquisition)  
 when not intrinsic to the above listed systems (in the  
 scope). Fire alarm systems when installed in raceways  
 (including wire and cable pulling) shall be performed at  
 the electrician wage rate, when either of the following two  
 (2) conditions apply:

1. The project involves new or major remodel building trades  
 construction.
2. The conductors for the fire alarm system are installed in  
 conduit.

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 ELEC0340-003 08/01/2022

ALPINE (West of Sierra Mt. Watershed), AMADOR, BUTTE, COLUSA,  
 EL DORADO (West of Sierra Mt. Watershed), GLENN, LASSEN, NEVADA  
 (West of Sierra Mt. Watershed), PLACER, PLUMAS, SACRAMENTO,  
 SHASTA, SIERRA (West of Sierra Mt. Watershed), SUTTER, TEHAMA,  
 TRINITY, YOLO & YUBA COUNTIES

Rates Fringes

ELECTRICIAN

Remaining area.....	\$ 45.06	34.09
Sierra Army Depot, Herlong..	\$ 48.83	18.54
Tunnel work.....	\$ 41.01	18.54

CABLE SPLICER: Receives 110% of the Electrician basic hourly  
 rate.

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 ELEC0401-005 01/01/2022

ALPINE (east of the main watershed divide), EL DORADO (east of  
 the main watershed divide), NEVADA (east of the main  
 watershed), PLACER (east of the main watershed divide) and  
 SIERRA (east of the main watershed divide) COUNTIES:

Rates Fringes

ELECTRICIAN.....	\$ 42.50	20.95
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ZONE RATE:

70-90 miles - \$8.00 per hour  
 91+ miles - \$10.00 per hour

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ELEC0551-004 06/01/2023

MARIN AND SONOMA COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 56.92	30.16

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ELEC0551-005 12/01/2022

MARIN & SONOMA COUNTIES

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 46.64	25.30
Technician.....	\$ 53.64	25.65

SCOPE OF WORK INCLUDES-

SOUND & VOICE TRANSMISSION (Music, Intercom, Nurse Call, Telephone); FIRE ALARM SYSTEMS [excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs],

TELEVISION & VIDEO SYSTEMS, SECURITY SYSTEMS, COMMUNICATIONS SYSTEMS that transmit or receive information and/or control systems that are intrinsic to the above.

EXCLUDES-

Excludes all other data systems or multiple systems which include control function or power supply; excludes installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excludes energy management systems.

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ELEC0659-006 01/01/2023

DEL NORTE, MODOC and SISKIYOU COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 43.97	19.26

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ELEC0659-008 02/01/2023

DEL NORTE, MODOC & SISKIYOU COUNTIES

	Rates	Fringes
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Line Construction

(1) Cable Splicer.....	\$ 67.80	4.5%+22.15
(2) Lineman, Pole Sprayer, Heavy Line Equipment Man....	\$ 60.54	4.5%+22.15
(3) Tree Trimmer.....	\$ 37.84	4.5%+14.30
(4) Line Equipment Man.....	\$ 53.82	4.5%+19.40
(5) Powdermen, Jackhammermen.....	\$ 40.37	4.5%+14.30
(6) Groundman.....	\$ 33.37	4.5%+14.30

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ELEC1245-004 06/01/2022

ALL COUNTIES EXCEPT DEL NORTE, MODOC & SISKIYOU

Rates      Fringes

LINE CONSTRUCTION

(1) Lineman; Cable splicer..	\$ 64.40	22.58
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment).....	\$ 50.00	21.30
(3) Groundman.....	\$ 38.23	20.89
(4) Powderman.....	\$ 51.87	18.79

HOLIDAYS: New Year's Day, M.L. King Day, Memorial Day,  
Independence Day, Labor Day, Veterans Day, Thanksgiving Day  
and day after Thanksgiving, Christmas Day

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ELEV0008-001 01/01/2023

Rates      Fringes

ELEVATOR MECHANIC.....\$ 77.61      37.335+a+b

FOOTNOTE:

- a. PAID VACATION: Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for 6 months to 5 years of service.
- b. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

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ENGI0003-008 08/01/2022

Rates      Fringes

Dredging: (DREDGING:  
CLAMSHELL & DIPPER DREDGING;

HYDRAULIC SUCTION DREDGING:)

AREA 1:

(1) Leverman.....	\$ 55.15	35.46
(2) Dredge Dozer; Heavy duty repairman.....	\$ 50.19	35.46
(3) Booster Pump Operator; Deck Engineer; Deck mate; Dredge Tender; Winch Operator.....	\$ 49.07	35.46
(4) Bargeman; Deckhand; Fireman; Leveehand; Oiler..	\$ 45.77	35.46

AREA 2:

(1) Leverman.....	\$ 57.15	35.46
(2) Dredge Dozer; Heavy duty repairman.....	\$ 52.19	35.46
(3) Booster Pump Operator; Deck Engineer; Deck mate; Dredge Tender; Winch Operator.....	\$ 51.07	35.46
(4) Bargeman; Deckhand; Fireman; Leveehand; Oiler..	\$ 47.77	35.46

AREA DESCRIPTIONS

AREA 1: ALAMEDA,BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS, SUTTER, YOLO, AND YUBA COUNTIES

AREA 2: MODOC COUNTY

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

ALPINE COUNTY:

Area 1: Northernmost part  
Area 2: Remainder

CALAVERAS COUNTY:

Area 1: Remainder  
Area 2: Eastern part

COLUSA COUNTY:

Area 1: Eastern part  
Area 2: Remainder

ELDORADO COUNTY:

Area 1: North Central part  
Area 2: Remainder

FRESNO COUNTY:

Area 1: Remainder

Area 2: Eastern part

**GLENN COUNTY:**

Area 1: Eastern part

Area 2: Remainder

**LASSEN COUNTY:**

Area 1: Western part along the Southern portion of border  
with Shasta County

Area 2: Remainder

**MADERA COUNTY:**

Area 1: Except Eastern part

Area 2: Eastern part

**MARIPOSA COUNTY**

Area 1: Except Eastern part

Area 2: Eastern part

**MONTERREY COUNTY**

Area 1: Except Southwestern part

Area 2: Southwestern part

**NEVADA COUNTY:**

Area 1: All but the Northern portion along the border of  
Sierra County

Area 2: Remainder

**PLACER COUNTY:**

Area 1: All but the Central portion

Area 2: Remainder

**PLUMAS COUNTY:**

Area 1: Western portion

Area 2: Remainder

**SHASTA COUNTY:**

Area 1: All but the Northeastern corner

Area 2: Remainder

**SIERRA COUNTY:**

Area 1: Western part

Area 2: Remainder

**SISKIYOU COUNTY:**

Area 1: Central part

Area 2: Remainder

**SONOMA COUNTY:**

Area 1: All but the Northwestern corner

Area 2: Remainder

**TEHAMA COUNTY:**

Area 1: All but the Western border with Mendocino & Trinity

Counties  
Area 2: Remainder

TRINITY COUNTY:  
Area 1: East Central part and the Northeastern border with  
Shasta County  
Area 2: Remainder

TUOLUMNE COUNTY:  
Area 1: Except Eastern part  
Area 2: Eastern part

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ENGI0003-019 06/29/2020

SEE AREA DESCRIPTIONS BELOW

	Rates	Fringes
OPERATOR: Power Equipment (LANDSCAPE WORK ONLY)		
GROUP 1		
AREA 1.....	\$ 39.95	30.28
AREA 2.....	\$ 41.95	30.28
GROUP 2		
AREA 1.....	\$ 36.35	30.28
AREA 2.....	\$ 38.35	30.28
GROUP 3		
AREA 1.....	\$ 31.74	30.28
AREA 2.....	\$ 33.74	30.28

GROUP DESCRIPTIONS:

GROUP 1: Landscape Finish Grade Operator: All finish grade work regardless of equipment used, and all equipment with a rating more than 65 HP.

GROUP 2: Landscape Operator up to 65 HP: All equipment with a manufacturer's rating of 65 HP or less except equipment covered by Group 1 or Group 3. The following equipment shall be included except when used for finish work as long as manufacturer's rating is 65 HP or less: A-Frame and Winch Truck, Backhoe, Forklift, Hydragraphic Seeder Machine, Roller, Rubber-Tired and Track Earthmoving Equipment, Skiploader, Straw Blowers, and Trencher 31 HP up to 65 HP.

GROUP 3: Landscae Utility Operator: Small Rubber-Tired Tractor, Trencher Under 31 HP.

AREA DESCRIPTIONS:

AREA 1: ALAMEDA, BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN,

SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS,  
SUTTER, YOLO, AND YUBA COUNTIES

AREA 2 - MODOC COUNTY

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS  
NOTED BELOW:

ALPINE COUNTY:

Area 1: Northernmost part

Area 2: Remainder

CALAVERAS COUNTY:

Area 1: Except Eastern part

Area 2: Eastern part

COLUSA COUNTY:

Area 1: Eastern part

Area 2: Remainder

DEL NORTE COUNTY:

Area 1: Extreme Southwestern corner

Area 2: Remainder

ELDORADO COUNTY:

Area 1: North Central part

Area 2: Remainder

FRESNO COUNTY

Area 1: Except Eastern part

Area 2: Eastern part

GLENN COUNTY:

Area 1: Eastern part

Area 2: Remainder

HUMBOLDT COUNTY:

Area 1: Except Eastern and Southwestern parts

Area 2: Remainder

LAKE COUNTY:

Area 1: Southern part

Area 2: Remainder

LASSEN COUNTY:

Area 1: Western part along the Southern portion of border  
with Shasta County

Area 2: Remainder

MADERA COUNTY

Area 1: Remainder

Area 2: Eastern part

MARIPOSA COUNTY

Area 1: Remainder  
Area 2: Eastern part

**MENDOCINO COUNTY:**

Area 1: Central and Southeastern parts  
Area 2: Remainder

**MONTEREY COUNTY**

Area 1: Remainder  
Area 2: Southwestern part

**NEVADA COUNTY:**

Area 1: All but the Northern portion along the border of  
Sierra County  
Area 2: Remainder

**PLACER COUNTY:**

Area 1: All but the Central portion  
Area 2: Remainder

**PLUMAS COUNTY:**

Area 1: Western portion  
Area 2: Remainder

**SHASTA COUNTY:**

Area 1: All but the Northeastern corner  
Area 2: Remainder

**SIERRA COUNTY:**

Area 1: Western part  
Area 2: Remainder

**SISKIYOU COUNTY:**

Area 1: Central part  
Area 2: Remainder

**SONOMA COUNTY:**

Area 1: All but the Northwestern corner  
Area 2: Reaminder

**TEHAMA COUNTY:**

Area 1: All but the Western border with mendocino & Trinity  
Counties  
Area 2: Remainder

**TRINITY COUNTY:**

Area 1: East Central part and the Northeaster border with  
Shasta County  
Area 2: Remainder

**TULARE COUNTY;**

Area 1: Remainder  
Area 2: Eastern part

TUOLUMNE COUNTY:

Area 1: Remainder

Area 2: Eastern Part

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ENGI0003-038 06/28/2023

""AREA 1"" WAGE RATES ARE LISTED BELOW

""AREA 2"" RECEIVES AN ADDITIONAL \$2.00 PER HOUR ABOVE AREA 1 RATES.

SEE AREA DEFINITIONS BELOW

	Rates	Fringes
OPERATOR: Power Equipment (AREA 1:)		
GROUP 1.....	\$ 60.72	31.03
GROUP 2.....	\$ 59.19	31.03
GROUP 3.....	\$ 57.71	31.03
GROUP 4.....	\$ 56.33	31.03
GROUP 5.....	\$ 55.06	31.03
GROUP 6.....	\$ 53.74	31.03
GROUP 7.....	\$ 52.60	31.03
GROUP 8.....	\$ 51.46	31.03
GROUP 8-A.....	\$ 49.25	31.03
OPERATOR: Power Equipment (Cranes and Attachments - AREA 1:)		
GROUP 1		
Cranes.....	\$ 52.30	31.15
Oiler.....	\$ 43.79	31.15
Truck crane oiler.....	\$ 46.08	31.15
GROUP 2		
Cranes.....	\$ 50.54	31.15
Oiler.....	\$ 42.83	31.15
Truck crane oiler.....	\$ 45.07	31.15
GROUP 3		
Cranes.....	\$ 48.80	31.15
Hydraulic.....	\$ 44.44	31.15
Oiler.....	\$ 42.55	31.15
Truck crane oiler.....	\$ 44.83	31.15
GROUP 4		
Cranes.....	\$ 45.76	31.15
OPERATOR: Power Equipment (Piledriving - AREA 1:)		
GROUP 1		
Lifting devices.....	\$ 52.64	31.15
Oiler.....	\$ 43.38	31.15
Truck Crane Oiler.....	\$ 45.66	31.15
GROUP 2		
Lifting devices.....	\$ 50.82	31.15

Oiler.....	\$ 43.11	31.15
Truck Crane Oiler.....	\$ 45.41	31.15
GROUP 3		
Lifting devices.....	\$ 49.14	31.15
Oiler.....	\$ 42.89	31.15
Truck Crane Oiler.....	\$ 45.12	31.15
GROUP 4		
Lifting devices.....	\$ 47.37	31.15
GROUP 5		
Lifting devices.....	\$ 44.73	31.15
GROUP 6		
Lifting devices.....	\$ 42.50	31.15
OPERATOR: Power Equipment (Steel Erection - AREA 1:)		
GROUP 1		
Cranes.....	\$ 53.27	31.15
Oiler.....	\$ 43.72	31.15
Truck Crane Oiler.....	\$ 45.95	31.15
GROUP 2		
Cranes.....	\$ 51.50	31.15
Oiler.....	\$ 43.45	31.15
Truck Crane Oiler.....	\$ 45.73	31.15
GROUP 3		
Cranes.....	\$ 50.02	31.15
Hydraulic.....	\$ 45.07	31.15
Oiler.....	\$ 43.23	31.15
Truck Crane Oiler.....	\$ 45.46	31.15
GROUP 4		
Cranes.....	\$ 48.00	31.15
GROUP 5		
Cranes.....	\$ 46.70	31.15
OPERATOR: Power Equipment (Tunnel and Underground Work - AREA 1:)		
SHAFTS, STOPES, RAISES:		
GROUP 1.....	\$ 56.82	31.03
GROUP 1-A.....	\$ 49.99	31.15
GROUP 1A.....	\$ 59.29	31.03
GROUP 2.....	\$ 55.56	31.03
GROUP 3.....	\$ 54.23	31.03
GROUP 4.....	\$ 53.09	31.03
GROUP 5.....	\$ 51.95	31.03
UNDERGROUND:		
GROUP 1.....	\$ 47.42	31.15
GROUP 1-A.....	\$ 49.89	31.15
GROUP 2.....	\$ 46.16	31.15
GROUP 3.....	\$ 44.83	31.15
GROUP 4.....	\$ 43.69	31.15
GROUP 5.....	\$ 42.55	31.15

FOOTNOTE: Work suspended by ropes or cables, or work on a Yo-Yo Cat: \$.60 per hour additional.

## POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Operator of helicopter (when used in erection work); Hydraulic excavator, 7 cu. yds. and over; Power shovels, over 7 cu. yds.

GROUP 2: Highline cableway; Hydraulic excavator, 3-1/2 cu. yds. up to 7 cu. yds.; Licensed construction work boat operator, on site; Power blade operator (finish); Power shovels, over 1 cu. yd. up to and including 7 cu. yds. m.r.c.

GROUP 3: Asphalt milling machine; Cable backhoe; Combination backhoe and loader over 3/4 cu. yds.; Continuous flight tie back machine assistant to engineer or mechanic; Crane mounted continuous flight tie back machine, tonnage to apply; Crane mounted drill attachment, tonnage to apply; Dozer, slope brd; Gradall; Hydraulic excavator, up to 3 1/2 cu. yds.; Loader 4 cu. yds. and over; Long reach excavator; Multiple engine scraper (when used as push pull); Power shovels, up to and including 1 cu. yd.; Pre-stress wire wrapping machine; Side boom cat, 572 or larger; Track loader 4 cu. yds. and over; Wheel excavator (up to and including 750 cu. yds. per hour)

GROUP 4: Asphalt plant engineer/box person; Chicago boom; Combination backhoe and loader up to and including 3/4 cu. yd.; Concrete batch plant (wet or dry); Dozer and/or push cat; Pull- type elevating loader; Gradesetter, grade checker (GPS, mechanical or otherwise); Grooving and grinding machine; Heading shield operator; Heavy-duty drilling equipment, Hughes, LDH, Watson 3000 or similar; Heavy-duty repairperson and/or welder; Lime spreader; Loader under 4 cu. yds.; Lubrication and service engineer (mobile and grease rack); Mechanical finishers or spreader machine (asphalt, Barber-Greene and similar); Miller Formless M-9000 slope paver or similar; Portable crushing and screening plants; Power blade support; Roller operator, asphalt; Rubber-tired scraper, self-loading (paddle-wheels, etc.); Rubber- tired earthmoving equipment (scrapers); Slip form paver (concrete); Small tractor with drag; Soil stabilizer (P & H or equal); Spider plow and spider puller; Tubex pile rig; Unlicensed construction work boat operator, on site; Timber skidder; Track loader up to 4 yds.; Tractor-drawn scraper; Tractor, compressor drill combination; Welder; Woods-Mixer (and other similar Pugmill equipment)

GROUP 5: Cast-in-place pipe laying machine; Combination slusher and motor operator; Concrete conveyor or concrete pump, truck or equipment mounted; Concrete conveyor, building site; Concrete pump or pumpcrete gun; Drilling equipment, Watson 2000, Texoma 700 or similar; Drilling and boring machinery, horizontal (not to apply to waterliners,

wagon drills or jackhammers); Concrete mixer/all; Person and/or material hoist; Mechanical finishers (concrete) (Clary, Johnson, Bidwell Bridge Deck or similar types); Mechanical burm, curb and/or curb and gutter machine, concrete or asphalt); Mine or shaft hoist; Portable crusher; Power jumbo operator (setting slip-forms, etc., in tunnels); Screed (automatic or manual); Self-propelled compactor with dozer; Tractor with boom D6 or smaller; Trenching machine, maximum digging capacity over 5 ft. depth; Vermeer T-600B rock cutter or similar

GROUP 6: Armor-Coater (or similar); Ballast jack tamper; Boom- type backfilling machine; Assistant plant engineer; Bridge and/or gantry crane; Chemical grouting machine, truck-mounted; Chip spreading machine operator; Concrete saw (self-propelled unit on streets, highways, airports and canals); Deck engineer; Drilling equipment Texoma 600, Hughes 200 Series or similar up to and including 30 ft. m.r.c.; Drill doctor; Helicopter radio operator; Hydro-hammer or similar; Line master; Skidsteer loader, Bobcat larger than 743 series or similar (with attachments); Locomotive; Lull hi-lift or similar; Oiler, truck mounted equipment; Pavement breaker, truck-mounted, with compressor combination; Paving fabric installation and/or laying machine; Pipe bending machine (pipelines only); Pipe wrapping machine (tractor propelled and supported); Screed (except asphaltic concrete paving); Self- propelled pipeline wrapping machine; Tractor; Self-loading chipper; Concrete barrier moving machine

GROUP 7: Ballast regulator; Boom truck or dual-purpose A-frame truck, non-rotating - under 15 tons; Cary lift or similar; Combination slurry mixer and/or cleaner; Drilling equipment, 20 ft. and under m.r.c.; Firetender (hot plant); Grouting machine operator; Highline cableway signalperson; Stationary belt loader (Kolman or similar); Lift slab machine (Vagtborg and similar types); Maginnes internal full slab vibrator; Material hoist (1 drum); Mechanical trench shield; Pavement breaker with or without compressor combination); Pipe cleaning machine (tractor propelled and supported); Post driver; Roller (except asphalt); Chip Seal; Self-propelled automatically applied concrete curing machine (on streets, highways, airports and canals); Self-propelled compactor (without dozer); Signalperson; Slip-form pumps (lifting device for concrete forms); Tie spacer; Tower mobile; Trenching machine, maximum digging capacity up to and including 5 ft. depth; Truck- type loader

GROUP 8: Bit sharpener; Boiler tender; Box operator; Brakeperson; Combination mixer and compressor (shotcrete/gunite); Compressor operator; Deckhand; Fire tender; Forklift (under 20 ft.); Generator; Gunite/shotcrete equipment operator; Hydraulic monitor; Ken seal machine (or similar); Mixermobile; Oiler; Pump

operator; Refrigeration plant; Reservoir-debris tug (self-propelled floating); Ross Carrier (construction site); Rotomist operator; Self-propelled tape machine; Shuttlecar; Self-propelled power sweeper operator (includes vacuum sweeper); Slusher operator; Surface heater; Switchperson; Tar pot firetender; Tugger hoist, single drum; Vacuum cooling plant; Welding machine (powered other than by electricity)

GROUP 8-A: Elevator operator; Skidsteer loader-Bobcat 743 series or smaller, and similar (without attachments); Mini excavator under 25 H.P. (backhoe-trencher); Tub grinder wood chipper

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## ALL CRANES AND ATTACHMENTS

GROUP 1: Clamshell and dragline over 7 cu. yds.; Crane, over 100 tons; Derrick, over 100 tons; Derrick barge pedestal-mounted, over 100 tons; Self-propelled boom-type lifting device, over 100 tons

GROUP 2: Clamshell and dragline over 1 cu. yd. up to and including 7 cu. yds.; Crane, over 45 tons up to and including 100 tons; Derrick barge, 100 tons and under; Self-propelled boom-type lifting device, over 45 tons; Tower crane

GROUP 3: Clamshell and dragline up to and including 1 cu. yd.; Cranes 45 tons and under; Self-propelled boom-type lifting device 45 tons and under;

GROUP 4: Boom Truck or dual purpose A-frame truck, non-rotating over 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) over 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) - under 15 tons;

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## PILEDRIVERS

GROUP 1: Derrick barge pedestal mounted over 100 tons; Clamshell over 7 cu. yds.; Self-propelled boom-type lifting device over 100 tons; Truck crane or crawler, land or barge mounted over 100 tons

GROUP 2: Derrick barge pedestal mounted 45 tons to and including 100 tons; Clamshell up to and including 7 cu. yds.; Self-propelled boom-type lifting device over 45 tons; Truck crane or crawler, land or barge mounted, over 45 tons up to and including 100 tons; Fundex F-12 hydraulic pile rig

GROUP 3: Derrick barge pedestal mounted under 45 tons; Self-propelled boom-type lifting device 45 tons and under; Skid/scow piledriver, any tonnage; Truck crane or crawler, land or barge mounted 45 tons and under

GROUP 4: Assistant operator in lieu of assistant to engineer; Forklift, 10 tons and over; Heavy-duty repairperson/welder

GROUP 5: Deck engineer

GROUP 6: Deckhand; Fire tender

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### STEEL ERECTORS

GROUP 1: Crane over 100 tons; Derrick over 100 tons; Self-propelled boom-type lifting device over 100 tons

GROUP 2: Crane over 45 tons to 100 tons; Derrick under 100 tons; Self-propelled boom-type lifting device over 45 tons to 100 tons; Tower crane

GROUP 3: Crane, 45 tons and under; Self-propelled boom-type lifting device, 45 tons and under

GROUP 4: Chicago boom; Forklift, 10 tons and over; Heavy-duty repair person/welder

GROUP 5: Boom cat

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### TUNNEL AND UNDERGROUND WORK

GROUP 1-A: Tunnel bore machine operator, 20' diameter or more

GROUP 1: Heading shield operator; Heavy-duty repairperson; Mucking machine (rubber tired, rail or track type); Raised bore operator (tunnels); Tunnel mole bore operator

GROUP 2: Combination slusher and motor operator; Concrete pump or pumcrete gun; Power jumbo operator

GROUP 3: Drill doctor; Mine or shaft hoist

GROUP 4: Combination slurry mixer cleaner; Grouting Machine operator; Motorman

GROUP 5: Bit Sharpener; Brakeman; Combination mixer and compressor (gunite); Compressor operator; Oiler; Pump

operator; Slusher operator

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AREA DESCRIPTIONS:

POWER EQUIPMENT OPERATORS, CRANES AND ATTACHMENTS, TUNNEL AND UNDERGROUND [These areas do not apply to Piledrivers and Steel Erectors]

AREA 1: DEL NORTE, HUMBOLDT, LAKE, MENDOCINO  
AREA 2 -NOTED BELOW

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

DEL NORTE COUNTY:

Area 1: Extreme Southwest corner  
Area 2: Remainder

HUMBOLDT COUNTY:

Area 1: Except Eastern and Southwestern parts  
Area 2: Remainder

LAKE COUNTY:

Area 1: Southern part  
Area 2: Remainder

MENDOCINO COUNTY:

Area 1: Central and Southeastern Parts  
Area 2: Remainder

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IRON0118-012 01/01/2023

ALPINE, LASSEN, MODOC, SISKIYOU and TRINITY COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 41.00	33.70

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IRON0118-013 01/01/2023

AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, MARIN, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SOLANO, SONOMA, SUTTER, TEHAMA, YOLO and YUBA COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 46.20	34.30

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LABO0067-003 06/26/2023

AREA ""1"" - MARIN and NAPA COUNTIES

AREA ""2"" - ALPINE, AMADOR, BUTTE COLUSA EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA, SUTTER, TEHAMA, TRINITY, YOLO, AND YUBA COUNTIES

Rates Fringes

LABORER (ASBESTOS/MOLD/LEAD LABORER)

Marin and Napa Counties.....\$ 36.50	28.34
Remaining Counties.....\$ 35.50	28.34

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LABO0067-005 06/27/2022

AREA ""A"" - ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO AND SANTA CLARA COUNTIES

AREA ""B"" - ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, DEL NORTE, EL DORADO, FRESNO, GLENN, HUMBOLDT, KINGS, LAKE, LASSEN, MADERA, MARIPOSA, MENDOCINO, MERCED, MODOC, MONTEREY, NEVADA, PLACER, PLUMAS, SANCREMENTO, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, SIERRA, SHASTA, SISKIYOU, STANISLAUS, TEHAMA, TRINITY, TULARE, TUOLUMNE, YOLO AND YUBA COUNTIES

Rates Fringes

LABORER (TRAFFIC CONTROL/LANE CLOSURE)

Escort Driver, Flag Person	
Area A.....\$ 36.01	26.10
Area B.....\$ 35.01	26.10
Traffic Control Person I	
Area A.....\$ 36.31	26.10
Area B.....\$ 35.31	26.10
Traffic Control Person II	
Area A.....\$ 33.81	26.10
Area B.....\$ 32.81	26.10

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

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LABO0185-002 07/01/2022

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO AND YUBA COUNTIES

Rates Fringes

LABORER

Mason Tender-Brick.....\$ 35.29 25.21

LABO0185-005 06/26/2023

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO AND YUBA COUNTIES

Rates Fringes

Tunnel and Shaft Laborers:

GROUP 1.....\$ 45.89 27.72
GROUP 2.....\$ 45.66 27.72
GROUP 3.....\$ 45.41 27.72
GROUP 4.....\$ 44.96 27.72
GROUP 5.....\$ 44.42 27.72
Shotcrete Specialist.....\$ 46.41 27.72

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0185-006 06/25/2018

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC,

NEVADA, PLACER, PLUMAS, SACRAMENTO, SHIESTA, SIERRA, SISKIYOU,  
SUTTER, TEHAMA, TRINITY, YOLO, YUBA COUNTIES

Rates Fringes

LABORER (CONSTRUCTION CRAFT

LABORERS - AREA B:)

Construction Specialist

Group.....	\$ 30.49	23.20
GROUP 1.....	\$ 29.79	23.20
GROUP 1-a.....	\$ 30.01	23.20
GROUP 1-c.....	\$ 30.01	23.20
GROUP 1-e.....	\$ 30.34	23.20
GROUP 1-f.....	\$ 30.37	23.20
GROUP 2.....	\$ 29.64	23.20
GROUP 3.....	\$ 29.54	23.20
GROUP 4.....	\$ 23.23	23.20

See groups 1-b and 1-d under laborer classifications.

LABORER (GARDENERS,

HORTICULTURAL & LANDSCAPE

LABORERS - AREA B:)

(1) New Construction.....	\$ 29.54	23.20
(2) Establishment Warranty Period.....	\$ 23.23	23.20

LABORER (GUNITITE - AREA B:)

GROUP 1.....	\$ 29.75	22.31
GROUP 2.....	\$ 29.25	22.31
GROUP 3.....	\$ 28.66	22.31
GROUP 4.....	\$ 28.54	22.31

LABORER (WRECKING - AREA B:)

GROUP 1.....	\$ 29.79	23.20
GROUP 2.....	\$ 29.64	23.20

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive \$0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker;  
Chainsaw; Laser beam in connection with laborers' work;  
Cast-in- place manhole form setter; Pressure pipelayer;  
Davis trencher - 300 or similar type (and all small  
trenchers); Blaster; Diamond driller; Multiple unit drill;  
Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker

and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and buckler; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive \$4.00 per day above Group 1 wage rates. "Sewer cleaner" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shall receive \$5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive \$ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:

A: at demolition site for the salvage of the material.

B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.

C: for the cleaning of salvage material at the jobsite or

temporary jobsite yard.

The material cleaner classification should not be used in the performance of "form stripping, cleaning and oiling and moving to the next point of erection".

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GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunitelaborer

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WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

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LABO0185-008 07/01/2022

	Rates	Fringes
Plasterer tender.....	\$ 38.02	28.25

Work on a swing stage scaffold: \$1.00 per hour additional.

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LABO0261-002 06/28/2021

MARIN COUNTY

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..	\$ 34.48	26.21
Traffic Control Person I....	\$ 34.78	26.21
Traffic Control Person II...	\$ 32.28	26.21

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash

cushions.

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LABO0261-004 06/26/2023

MARIN COUNTY

Rates      Fringes

Tunnel and Shaft Laborers:

GROUP 1.....	\$ 45.89	27.72
GROUP 2.....	\$ 45.66	27.72
GROUP 3.....	\$ 45.41	27.72
GROUP 4.....	\$ 44.96	27.72
GROUP 5.....	\$ 44.42	27.72
Shotcrete Specialist.....	\$ 46.41	27.72

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

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LABO0261-007 07/01/2022

MARIN COUNTY

Rates      Fringes

LABORER

Mason Tender-Brick.....	\$ 36.54	25.21
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LABO0261-010 06/25/2018

MARIN COUNTY

Rates Fringes

LABORER (CONSTRUCTION CRAFT

LABORERS - AREA A:)

Construction Specialist

Group.....	\$ 31.49	23.20
GROUP 1.....	\$ 30.79	23.20
GROUP 1-a.....	\$ 31.01	23.20
GROUP 1-c.....	\$ 30.84	23.20
GROUP 1-e.....	\$ 31.34	23.20
GROUP 1-f.....	\$ 31.37	23.20
GROUP 2.....	\$ 30.64	23.20
GROUP 3.....	\$ 30.54	23.20
GROUP 4.....	\$ 24.23	23.20

See groups 1-b and 1-d under laborer classifications.

LABORER (GARDENERS,  
HORTICULTURAL & LANDSCAPE

LABORERS - AREA A:)

(1) New Construction.....	\$ 30.54	23.20
(2) Establishment Warranty Period.....	\$ 24.23	23.20

LABORER (GUNITE - AREA A:)

GROUP 1.....	\$ 30.75	22.31
GROUP 2.....	\$ 30.25	22.31
GROUP 3.....	\$ 29.66	22.31
GROUP 4.....	\$ 29.54	22.31

LABORER (WRECKING - AREA A:)

GROUP 1.....	\$ 30.79	23.20
GROUP 2.....	\$ 30.64	23.20

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive \$0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander,

pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Lead Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and buckler; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive \$4.00 per day above Group 1 wage rates. "Sewer cleaner" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shall receive \$5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive \$ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:

A: at demolition site for the salvage of the material.

B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.

C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of "form stripping, cleaning and oiling and moving to the next point of erection".

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GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Guniting laborer  
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WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)  
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LABO0261-015 07/01/2022

Rates Fringes

Plasterer tender.....\$ 38.02 28.25

Work on a swing stage scaffold: \$1.00 per hour additional.  
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LABO0324-004 06/28/2021

NAPA, SOLANO, AND SONOMA, COUNTIES

Rates Fringes

LABORER (TRAFFIC CONTROL/LANE CLOSURE)

Escort Driver, Flag Person..\$ 33.48 26.21  
Traffic Control Person I...\$ 33.78 26.21  
Traffic Control Person II...\$ 31.28 26.21

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

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LABO0324-008 06/26/2023

NAPA, SOLANO, AND SONOMA COUNTIES

Rates      Fringes

Tunnel and Shaft Laborers:

GROUP 1.....	\$ 45.89	27.72
GROUP 2.....	\$ 45.66	27.72
GROUP 3.....	\$ 45.41	27.72
GROUP 4.....	\$ 44.96	27.72
GROUP 5.....	\$ 44.42	27.72
Shotcrete Specialist.....	\$ 46.41	27.72

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

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LABO0324-010 07/01/2022

SOLANO AND SONOMA COUNTIES

Rates      Fringes

LABORER

Mason Tender-Brick.....	\$ 35.84	25.91
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LABO0324-013 06/25/2018

NAPA, SOLANO, AND SONOMA COUNTIES

Rates Fringes

LABORER (CONSTRUCTION CRAFT  
LABORERS - AREA B:)

Construction Specialist		
Group.....	\$ 30.49	23.20
GROUP 1.....	\$ 29.79	23.20
GROUP 1-a.....	\$ 30.01	23.20
GROUP 1-c.....	\$ 29.84	23.20
GROUP 1-e.....	\$ 30.34	23.20
GROUP 1-f.....	\$ 29.37	23.20
GROUP 2.....	\$ 29.64	23.20
GROUP 3.....	\$ 29.54	23.20
GROUP 4.....	\$ 23.23	23.20

See groups 1-b and 1-d under laborer classifications.

LABORER (GARDENERS,  
HORTICULTURAL & LANDSCAPE  
LABORERS - AREA B:)

(1) New Construction.....	\$ 29.54	23.20
(2) Establishment Warranty		
Period.....	\$ 23.23	23.20

LABORER (GUNITE - AREA B:)

GROUP 1.....	\$ 29.75	22.31
GROUP 2.....	\$ 29.25	22.31
GROUP 3.....	\$ 28.66	22.31
GROUP 4.....	\$ 28.54	22.31

LABORER (WRECKING - AREA B:)

GROUP 1.....	\$ 29.79	23.20
GROUP 2.....	\$ 29.64	23.20

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive \$0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

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LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified

hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and buckler; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive \$4.00 per day above Group 1 wage rates. "Sewer cleaner" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shall receive \$5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All

employees performing work covered herein shall receive \$ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:

A: at demolition site for the salvage of the material.

B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.

C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of "form stripping, cleaning and oiling and moving to the next point of erection".

-----  
GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Guniting laborer  
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WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)  
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LABO0324-019 07/01/2022

	Rates	Fringes
Plasterer tender.....	\$ 38.02	28.25

Work on a swing stage scaffold: \$1.00 per hour additional.  
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PAIN0016-004 01/01/2023

MARIN, NAPA, SOLANO & SONOMA COUNTIES

	Rates	Fringes
Painters:.....	\$ 47.42	27.28

PREMIUMS:

EXOTIC MATERIALS - \$1.25 additional per hour.

SPRAY WORK: - \$0.50 additional per hour.

INDUSTRIAL PAINTING - \$0.25 additional per hour

[Work on industrial buildings used for the manufacture and processing of goods for sale or service; steel construction (bridges), stacks, towers, tanks, and similar structures]

HIGH WORK:

over 50 feet - \$2.00 per hour additional

100 to 180 feet - \$4.00 per hour additional

Over 180 feet - \$6.00 per hour additional

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PAIN0016-005 07/01/2023

ALPINE, BUTTE, COLUSA, EL DORADO (west of the Sierra Nevada Mountains), GLENN, LASSEN (west of Hwy. 395, excluding Honey Lake); MARIN, MODOC, NAPA, NEVADA (west of the Sierra Nevada Mountains), PLACER (west of the Sierra Nevada Mountains), PLUMAS, SACRAMENTO, SHASTA, SIERRA (west of the Sierra Nevada Mountains), SISKIYOU, SOLANO, SONOMA, SUTTER, TEHAMA, TRINITY, YOLO AND YUBA COUNTIES

Rates      Fringes

DRYWALL FINISHER/TAPER.....\$ 56.28      29.94

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PAIN0016-007 01/01/2023

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO (west of the Sierra Nevada Mountains), GLENN, LASSEN (west of Highway 395, excluding Honey Lake), MODOC, NEVADA (west of the Sierra Nevada Mountains), PLACER (west of the Sierra Nevada Mountains), PLUMAS, SACRAMENTO, SHASTA, SIERRA (west of the Sierra Nevada Mountains), SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO & YUBA COUNTIES

Rates      Fringes

Painters:.....\$ 38.23      22.05

SPRAY/SANDBLAST: \$0.50 additional per hour.  
EXOTIC MATERIALS: \$1.25 additional per hour.  
HIGH TIME: Over 50 ft above ground or water level \$2.00 additional per hour. 100 to 180 ft above ground or water level \$4.00 additional per hour. Over 180 ft above ground or water level \$6.00 additional per hour.

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PAIN0016-008 01/01/2023

MARIN, NAPA, SOLANO AND SONOMA COUNTIES

Rates      Fringes

SOFT FLOOR LAYER.....\$ 55.25      32.63

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PAIN0169-004 01/01/2023

MARIN, NAPA & SONOMA COUNTIES; SOLANO COUNTY (west of a line defined as follows: Hwy. 80 corridor beginning at the City of Fairfield, including Travis Air Force Base and Suisun City;

going north of Manakas Corner Rd., continue north on Suisun Valley Rd. to the Napa County line; Hwy. 80 corridor south on Grizzly Island Rd. to the Grizzly Island Management area)

Rates Fringes

GLAZIER.....\$ 55.77 32.45

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\* PAIN0567-001 07/01/2022

EL DORADO COUNTY (east of the Sierra Nevada Mountains); LASSEN COUNTY (east of Highway 395, beginning at Stacey and including Honey Lake); NEVADA COUNTY (east of the Sierra Nevada Mountains); PLACER COUNTY (east of the Sierra Nevada Mountains); AND SIERRA COUNTY (east of the Sierra Nevada Mountains)

Rates Fringes

Painters:

Brush and Roller.....\$ 33.15 14.29  
Spray Painter & Paperhanger.\$ 34.81 14.29

PREMIUMS:

Special Coatings (Brush), and Sandblasting = \$0.50/hr  
Special Coatings (Spray), and Steeplejack = \$1.00/hr  
Special Coating Spray Steel = \$1.25/hr  
Swing Stage = \$2.00/hr

\*A special coating is a coating that requires the mixing of 2 or more products.

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PAIN0567-007 07/01/2022

EL DORADO COUNTY (east of the Sierra Nevada Mountains); LASSEN COUNTY (east of Highway 395, beginning at Stacey and including Honey Lake); NEVADA COUNTY (east of the Sierra Nevada Mountains); PLACER COUNTY (east of the Sierra Nevada Mountains) AND SIERRA COUNTY (east of the Sierra Nevada Mountains)

Rates Fringes

SOFT FLOOR LAYER.....\$ 34.27 16.47

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PAIN0567-010 07/01/2022

EL DORADO COUNTY (east of the Sierra Nevada Mountains); LASSEN COUNTY (east of Highway 395, beginning at Stacey and including Honey Lake); NEVADA COUNTY (east of the Sierra Nevada Mountains); PLACER COUNTY (east of the Sierra Nevada

Mountains); AND SIERRA COUNTY (east of the Sierra Nevada Mountains)

Rates Fringes

Drywall

(1) Taper.....	\$ 38.92	14.99
(2) Steeplejack - Taper, over 40 ft with open space below.....	\$ 40.42	14.99

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PAIN0767-004 01/01/2023

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SOLANO (Remainder), SUTTER, TEHAMA, TRINITY, YOLO, YUBA

Rates Fringes

GLAZIER.....	\$ 43.15	33.72
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PAID HOLIDAYS: New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day.

Employee required to wear a body harness shall receive \$1.50 per hour above the basic hourly rate at any elevation.

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PAIN1176-001 07/01/2022

HIGHWAY IMPROVEMENT

Rates Fringes

Parking Lot Striping/Highway Marking:

GROUP 1.....	\$ 40.83	17.62
GROUP 2.....	\$ 34.71	17.62
GROUP 3.....	\$ 35.11	17.62

CLASSIFICATIONS

GROUP 1: Striper: Layout and application of painted traffic stripes and marking; hot thermo plastic; tape, traffic stripes and markings

GROUP 2: Gamecourt & Playground Installer

GROUP 3: Protective Coating, Pavement Sealing

ALPINE; COLUSA; EL DORADO (west of the Sierra Nevada Mountains); GLENN; LASSEN (west of Highway 395, beginning at Stacey and including Honey Lake); MODOC; NEVADA (west of the Sierra Nevada Mountains); PLACER (west of the Sierra Nevada Mountains); PLUMAS; SACRAMENTO; SHASTA; SIERRA (west of the Sierra Nevada Mountains); SISKIYOU; SUTTER; TEHAMA; TRINITY; YOLO AND YUBA COUNTIES

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 46.24	25.96

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 PLAS0300-003 07/01/2018

	Rates	Fringes
PLASTERER		
AREA 295: Alpine, Amador, Butte, Colusa, El Dorado, Glenn, Lassen, Modoc, Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Siskiyou, Solano, Sutter, Tehema, Trinity, Yolo & Yuba Counties.....	\$ 32.70	31.68
AREA 355: Marin.....	\$ 36.73	31.68
AREA 355: Napa & Sonoma Counties.....	\$ 32.70	31.68

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 PLAS0300-005 07/01/2016

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 32.15	23.27

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 PLUM0038-002 07/01/2022

MARIN AND SONOMA COUNTIES

	Rates	Fringes
PLUMBER (Plumber, Steamfitter, Refrigeration Fitter)		
(1) Work on wooden frame structures 5 stories or less excluding high-rise buildings and commercial work such as hospitals, prisons, hotels, schools, casinos, wastewater		

treatment plants, and  
 resarch facilities as well  
 as refrigeration  
 pipefitting, service and  
 repair work - MARKET  
 RECOVERY RATE.....\$ 69.70      46.38  
 (2) All other work - NEW  
 CONSTRUCTION RATE.....\$ 82.00      48.18

-----  
 PLUM0038-006 07/01/2022

MARIN & SONOMA COUNTIES

	Rates	Fringes
Landscape/Irrigation Fitter (Underground/Utility Fitter).....	\$ 69.70	33.15

-----  
 PLUM0228-001 01/01/2023

BUTTE, COLUSA, GLENN, LASSEN, MODOC, PLUMAS, SHASTA, SIERRA,  
 SISKIYOU, SUTTER, TEHAMA, TRINITY & YUBA COUNTIES

	Rates	Fringes
PLUMBER.....	\$ 44.75	37.89

-----  
 PLUM0343-001 07/01/2022

NAPA AND SOLANO COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER		
Light Commercial.....	\$ 30.85	20.40
All Other Work.....	\$ 58.00	40.48

DEFINITION OF LIGHT COMMERCIAL:  
 Work shall include strip shopping centers, office buildings,  
 schools and other commercial structures which the total  
 plumbing bid does not exceed Two Hundred and Fifty Thousand  
 (\$250,000) and the total heating and cooling does not  
 exceed Two Hundred Fifty Thousand (\$250,000); or Any  
 projects bid in phases shall not qualify unless the total  
 project is less than Two Hundred Fifty Thousand (\$250,000)  
 for the plumbing bid; and Two Hundred Fifty Thousand  
 (\$250,000) for the heating and cooling bid. Excluded are  
 hospitals, jails, institutions and industrial projects,  
 regardless size of the project

FOOTNOTES: While fitting galvanized material: \$.75 per hour  
 additional. Work from trusses, temporary staging,  
 unguarded structures 35' from the ground or water: \$.75 per

hour additional. Work from swinging scaffolds, boatswains chairs or similar devices: \$.75 per hour additional.

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PLUM0350-001 08/01/2021

EL DORADO COUNTY (Lake Tahoe area only); NEVADA COUNTY (Lake Tahoe area only); AND PLACER COUNTY (Lake Tahoe area only)

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 47.54	17.11

-----  
PLUM0355-001 07/01/2022

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SOLANO, SUTTER, TEHAMA, TRINITY, YOLO, AND YUBA COUNTIES

	Rates	Fringes
Underground Utility Worker /Landscape Fitter.....	\$ 32.22	17.55

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PLUM0442-003 07/01/2023

AMADOR (South of San Joaquin River) and ALPINE COUNTIES

	Rates	Fringes
PLUMBER.....	\$ 51.90	35.64

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PLUM0447-001 07/01/2023

AMADOR (north of San Joaquin River), EL DORADO (excluding Lake Tahoe area), NEVADA (excluding Lake Tahoe area); PLACER (excluding Lake Tahoe area), SACRAMENTO AND YOLO COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER		
Journeyman.....	\$ 61.12	28.75
Light Commercial Work.....	\$ 36.23	17.72

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\* ROOF0081-006 08/01/2023

MARIN, NAPA, SOLANO AND SONOMA COUNTIES

	Rates	Fringes
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Roofer.....\$ 52.47      22.31

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\* ROOF0081-007 08/01/2023

ALPINE, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA,  
PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER,  
TEHAMA, TRINITY, YOLO, AND YUBA COUNTIES

Rates      Fringes

Roofer.....\$ 46.73      21.36

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SFCA0483-003 01/01/2023

MARIN, NAPA, SOLANO AND SONOMA COUNTIES

Rates      Fringes

SPRINKLER FITTER (Fire  
Sprinklers).....\$ 72.59      36.95

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SFCA0669-003 04/01/2023

ALPINE, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA,  
PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER,  
TEHAMA, TRINITY, YOLO AND YUBA COUNTIES

Rates      Fringes

SPRINKLER FITTER.....\$ 46.46      27.39

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SHEE0104-006 06/29/2020

MARIN, NAPA, SOLANO SONOMA & TRINITY COUNTIES

Rates      Fringes

Sheet Metal Worker  
Mechanical Contracts  
\$200,000 or less.....\$ 55.92      45.29  
All other work.....\$ 64.06      46.83

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SHEE0104-009 07/01/2021

AMADOR, COLUSA, EL DORADO, NEVADA, PLACER, SACRAMENTO, SUTTER,  
YOLO AND YUBA COUNTIES

Rates      Fringes

SHEET METAL WORKER.....\$ 47.85      41.90

SHEE0104-010 07/01/2020

AIPINE COUNTY

Rates Fringes

SHEET METAL WORKER.....\$ 43.50 37.42

SHEE0104-011 07/01/2020

BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, YOLO AND YUBA COUNTIES

Rates Fringes

Sheet Metal Worker (Metal decking and siding only).....\$ 44.45 35.55

SHEE0104-014 07/01/2020

MARIN, NAPA, SOLANO, SONOMA AND TRINITY COUNTIES

Rates Fringes

SHEET METAL WORKER (Metal Decking and Siding only).....\$ 44.45 35.55

SHEE0104-019 07/01/2020

BUTTE, GLENN, LASSEN, MODOC, PLUMAS, SHASTA, SIERRA, SISKIYOU AND TEHAMA COUNTIES

Rates Fringes

SHEET METAL WORKER  
Mechanical Jobs \$200,000 & under.....\$ 35.16 35.88  
Mechanical Jobs over \$200,000.....\$ 46.60 40.21

TEAM0094-001 07/01/2022

Rates Fringes

Truck drivers:

GROUP 1.....\$ 36.95 31.14  
GROUP 2.....\$ 37.25 31.14  
GROUP 3.....\$ 37.55 31.14  
GROUP 4.....\$ 37.90 31.14  
GROUP 5.....\$ 38.25 31.14

## FOOTNOTES:

Articulated dump truck; Bulk cement spreader (with or without auger); Dumpcrete truck; Skid truck (debris box); Dry pre-batch concrete mix trucks; Dumpster or similar type; Slurry truck: Use dump truck yardage rate.  
Heater planer; Asphalt burner; Scarifier burner; Industrial lift truck (mechanical tailgate); Utility and clean-up truck: Use appropriate rate for the power unit or the equipment utilized.

## TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Dump trucks, under 6 yds.; Single unit flat rack (2-axle unit); Nipper truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump machine; Fork lift and lift jitneys; Fuel and/or grease truck driver or fuel person; Snow buggy; Steam cleaning; Bus or personhaul driver; Escort or pilot car driver; Pickup truck; Teamster oiler/greaser and/or serviceworker; Hook tender (including loading and unloading); Team driver; Tool room attendant (refineries)

GROUP 2: Dump trucks, 6 yds. and under 8 yds.; Transit mixers, through 10 yds.; Water trucks, under 7,000 gals.; Jetting trucks, under 7,000 gals.; Single-unit flat rack (3-axle unit); Highbed heavy duty transport; Scissor truck; Rubber-tired muck car (not self-loaded); Rubber-tired truck jumbo; Winch truck and "A" frame drivers; Combination winch truck with hoist; Road oil truck or bootperson; Buggymobile; Ross, Hyster and similar straddle carriers; Small rubber-tired tractor

GROUP 3: Dump trucks, 8 yds. and including 24 yds.; Transit mixers, over 10 yds.; Water trucks, 7,000 gals. and over; Jetting trucks, 7,000 gals. and over; Vacuum trucks under 7500 gals. Trucks towing tilt bed or flat bed pull trailers; Lowbed heavy duty transport; Heavy duty transport tiller person; Self-propelled street sweeper with self-contained refuse bin; Boom truck - hydro-lift or Swedish type extension or retracting crane; P.B. or similar type self-loading truck; Tire repairperson; Combination bootperson and road oiler; Dry distribution truck (A bootperson when employed on such equipment, shall receive the rate specified for the classification of road oil trucks or bootperson); Ammonia nitrate distributor, driver and mixer; Snow Go and/or plow

GROUP 4: Dump trucks, over 25 yds. and under 65 yds.; Water pulls - DW 10's, 20's, 21's and other similar equipment when pulling Aqua/pak or water tank trailers; Helicopter pilots (when transporting men and materials); Lowbed Heavy Duty Transport up to including 7 axles; DW10's, 20's, 21's

and other similar Cat type, Terra Cobra, LeTourneau Pulls, Tournorocker, Euclid and similar type equipment when pulling fuel and/or grease tank trailers or other miscellaneous trailers; Vacuum Trucks 7500 gals and over and truck repairman

GROUP 5: Dump trucks, 65 yds. and over; Holland hauler; Low bed Heavy Duty Transport over 7 axles

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

### Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is

based.

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WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board

4.) All decisions by the Administrative Review Board are final.



END OF GENERAL DECISIO"

## **AGREEMENT FOR CONSULTANT SERVICES**

This agreement (“Agreement”), dated as of April 3, 2024 (“Effective Date”) is by and between the Sonoma-Marín Area Rail Transit District (hereinafter “SMART”), and Biggs Cardosa Associates, Inc. (hereinafter “Consultant”).

### RECITALS

WHEREAS, Consultant represents that it is a duly qualified, licensed, and experienced in the areas of construction management support services, including resident engineer services, civil inspector services, electrical inspector services, and train control systems inspector services; and

WHEREAS, in the judgment of the Board of Directors of SMART or District, it is necessary and desirable to employ the services of Consultant to provide construction management support services, including resident engineer services, civil inspector services, electrical inspector services, and train control systems inspector services on a task-order basis; and

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

### AGREEMENT

#### **ARTICLE 1. RECITALS.**

Section 1.01        The above Recitals are true and correct.

#### **ARTICLE 2. LIST OF EXHIBITS.**

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

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

#### **ARTICLE 3. REQUEST FOR SERVICES.**

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

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

#### **ARTICLE 4. SCOPE OF SERVICES.**

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

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

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

#### Section 4.04 Assigned Personnel.

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

Ron Oen, John Alciati, Nikhil Patel, Ali Habibi, Lauren Hebert, David Chan, Konrad von Mayrhauser, Jonathtan Gon-Guy, Eduardo Castillo-Aguilar, Gary Marhofer, David Norris, Lilian Bates, Andy Magdaleno, Ramon Martinez, Kamalpreet Singh

## ARTICLE 5. PAYMENT.

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

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

Section 5.02 Consultant will be reimbursed for hours worked at the hourly rates specified in **Exhibit B**. The specified hourly rates shall include direct salary costs, employee benefits, prevailing wages, employer payments, overhead, and fee. These rates are not adjustable for the performance period set forth in this Agreement. In addition, Consultant shall be reimbursed for incurred (actual) direct costs other than salary costs that are identified in **Exhibit B** and authorized in the executed Task Order. Task Orders may be negotiated for a lump sum (Firm Fixed Price) or for specific rates of compensation, both of which must be based on the labor and other rates set forth in the **Exhibit B**.

Section 5.03 Consultant shall be responsible for any future adjustments to prevailing wage rates including, but not limited to, base hourly rates and employer payments as determined by the Department of Industrial Relations. Consultant is responsible for paying the appropriate rate, including escalations that take place during the term of the Agreement.

Section 5.04 The total amount payable by SMART for all Task Orders resulting from this Agreement shall not exceed \$7,000,000. It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under this Agreement through Task Orders.

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

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

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

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

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

## **ARTICLE 6. TERM OF AGREEMENT.**

Section 6.01 The term of this Agreement shall remain in effect through December 31, 2028 or whenever the maximum not-to-exceed amount is reached, unless terminated earlier in accordance with the provisions of **Article 7** below. The period of performance for each specific project shall be in accordance with the Task Order for that project. No Task Order will be written which extends beyond the expiration date of this Agreement.

## **ARTICLE 7. TERMINATION.**

Section 7.01 Termination Without Cause. The District's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the District for any payment may arise until funds are made available by the District for this contract and until the Contractor or Consultant receives notice of such availability, as such and notwithstanding any other provision of this Agreement, at any time and without cause, SMART shall have the right, at their sole discretion, to terminate this Agreement by giving 30 days written notice to the other party.

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

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

Section 7.04 Payment Upon Termination. Upon termination of this Agreement by SMART, Consultant shall be entitled to receive as full payment for all services satisfactorily rendered and expenses incurred hereunder, an amount which bears the same ratio to the total payment specified in the Agreement as the services satisfactorily rendered hereunder by Consultant bear to the total services otherwise required to be performed for such total payment;

provided, however, that if services are to be paid on an hourly or daily basis, then Consultant shall be entitled to receive as full payment an amount equal to the number of hours or days actually worked prior to termination times the applicable hourly or daily rate; provided further that if SMART terminates the Agreement for cause pursuant to **Section 7.02**, SMART shall deduct from such amount the amount of damage, if any, sustained by SMART by virtue of the breach of the Agreement by Consultant.

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

## **ARTICLE 8. INDEMNIFICATION**

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

## **ARTICLE 9. INSURANCE.**

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

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

Section 9.02 General Liability Insurance. Commercial General Liability insurance covering products-completed and ongoing operations, property damage, bodily injury and personal injury using an occurrence policy form, in an amount no less than \$2,000,000 per occurrence, and \$4,000,000 aggregate. Said policy shall include a Railroads CG 24 17 endorsement removing the exclusion of coverage, if applicable, for bodily injury or property

damage arising out of operations within 50 feet of any railroad property and affecting any railroad bridge, trestle, tracks, roadbeds, tunnel, underpass or crossing as appropriate.

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

Section 9.04 Professional Liability Insurance (Errors and Omissions). Professional Liability insurance with limit no less than \$5,000,000 per occurrence or claim.

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

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

whether or not SMART has received a waiver of subrogation endorsement from the insurer.

- (e) The insurance policy(ies) shall be written by an insurance company or companies acceptable to SMART. Such insurance company shall be authorized to transact business in the state of California.

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

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

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

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

Section 9.08 Documentation. The following documentation shall be submitted to SMART:

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

for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.

Please email all renewal certificates of insurance and corresponding policy documents to [InsuranceRenewals@sonomamarintrain.org](mailto:InsuranceRenewals@sonomamarintrain.org).

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

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

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

## **ARTICLE 10. PROSECUTION OF WORK.**

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

## **ARTICLE 11. EXTRA OR CHANGED WORK.**

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

## **ARTICLE 12. REPRESENTATIONS OF CONSULTANT.**

Section 12.01 Standard of Care. SMART has relied upon the professional ability

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

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

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

Section 12.04 Records Maintenance. Consultant shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement and shall make such documents and records available to SMART, the Federal Transit Administration, the Federal Railroad Administration, or Caltrans Auditors for inspection at any reasonable time. For the purposes of determining compliance with Gov. Code 8546.7, the Consultant, Subconsultants, and SMART shall maintain all books, documents, papers, accounting records, Independent CPA Audited Indirect Cost Rate workpapers, and other evidence pertaining to the performance of the Agreement including, but not limited to, the costs of administering the Agreement. Consultant shall maintain such records for a period of four (4) years following the date of final payment under the Agreement. Consultant and Subconsultants shall permit access to all records of employment, employment advertisements, employment application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission, or any other agency of the State of California designated by the State, for the purpose of any investigation to ascertain compliance with this document.

Section 12.05 Audit Reviews. Consultant and subconsultant Agreements, including cost proposals and Indirect Cost Rates (ICR), may be subject to audits or reviews such as, but not limited to, an Agreement audit, an incurred cost audit, an ICR audit, or a CPA ICR audit work paper review. If selected for audit or review, the Agreement, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it

is the Consultant's responsibility to ensure federal, SMART, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The Agreement, cost proposal, and ICR shall be adjusted by Consultant and approved by SMART to conform to the audit or review recommendations. Consultant agrees that individual terms of costs identified in the audit report shall be incorporated into the Agreement by this reference if directed by SMART at its sole discretion. Refusal by Consultant to incorporate audit or review recommendations, or to ensure that the federal, SMART or local governments have access to CPA work papers, will be considered a breach of Agreement terms and cause for termination of the Agreement and disallowance of prior reimbursed costs.

Consultant's Cost Proposal may be subject to a CPA ICR Audit Work Paper Review and/or audit by the Independent Office of Audits and Investigations (IOAI). IOAI, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the Consultant and approved by SMART to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the Consultant to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the Agreement terms and cause for termination of the Agreement and disallowance of prior reimbursed costs.

1. During IOAI's review of the ICR audit work papers created by the Consultant's independent CPA, IOAI will work with the CPA and/or Consultant toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If IOAI identifies significant issues during the review and is unable to issue a cognizant approval letter, SMART will reimburse the Consultant at an accepted ICR until a FAR (Federal Acquisition Regulation) compliant ICR (e.g. 48 CFR Part 31; GAAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials (AASHTO) Audit Guide; and other applicable procedures and guidelines) is received and approved by IOAI.

Accepted rates will be as follows:

- a. If the proposed rate is less than one hundred fifty percent (150%) - the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.
  - b. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) - the accepted rate will be eighty-five percent (85%) of the proposed rate.
  - c. If the proposed rate is greater than two hundred percent (200%) - the accepted rate will be seventy-five percent (75%) of the proposed rate.
2. If IOAI is unable to issue a cognizant letter per paragraph 1. above, IOAI may require Consultant to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. IOAI will then have up to six (6) months to review the Consultant's and/or the independent CPA's revisions.
  3. If the Consultant fails to comply with the provisions of this section, or if IOAI is still unable to issue a cognizant approval letter after the revised independent CPA audited ICR is

submitted, overhead cost reimbursement will be limited to the accepted ICR that was established upon initial rejection of the ICR and set forth in paragraph 1. for all rendered services. In this event, this accepted ICR will become the actual and final ICR for reimbursement purposes under this Agreement.

4. Consultant may submit to SMART final invoice only when all of the following items have occurred: (1) IOAI accepts or adjusts the original or revised independent CPA audited ICR; (2) all work under this Agreement has been completed to the satisfaction of SMART; and, (3) IOAI has issued its final ICR review letter. The Consultant must submit its final invoice to SMART no later than sixty (60) calendar days after occurrence of the last of these items. The accepted ICR will apply to this Agreement and all other agreements executed between SMART and the Consultant, either as a prime or subconsultant, with the same fiscal period ICR.

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

Section 12.07 Nondiscrimination. Consultant shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition (including cancer), pregnancy, physical disability (including HIV and AIDS), mental disability, denial of family care leave, sexual orientation or other prohibited basis, including without limitation, SMART's Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference. Consultant shall also comply with the provisions of the Fair Employment and Housing Act (California Government Code, Section 12900 et seq.) and applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 11000 et seq).

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

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

#### **ARTICLE 13. DEMAND FOR ASSURANCE.**

Each party to this Agreement undertakes the obligation that the other’s expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received. “Commercially reasonable” includes not only the conduct of a party with respect to performance under this Agreement, but also conduct with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding thirty (30) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party’s right to demand adequate assurance of future performance. Nothing in this **Article 13** limits SMART’s right to terminate this Agreement pursuant to **Article 7**.

#### **ARTICLE 14. ASSIGNMENT AND DELEGATION.**

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

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

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

If to SMART Manager: Sonoma-Marine Area Rail Transit District  
Attn: Bill Gamlen  
5401 Old Redwood Highway, Suite 200  
Petaluma, CA 94954  
[bgamlen@sonomamarintrain.org](mailto:bgamlen@sonomamarintrain.org)  
707-794-3049

If to SMART Billing: Sonoma-Marine Area Rail Transit District  
Attn: Accounts Payable  
5401 Old Redwood Highway, Suite 200  
Petaluma, CA 94954  
[billing@sonomamarintrain.org](mailto:billing@sonomamarintrain.org)  
707-794-3330

If to Consultant: Biggs Cardosa Associates, Inc.  
Attn: Ron Oen  
1111 Broadway, Ste 1510  
Oakland, CA 94607  
[roen@biggscardosa.com](mailto:roen@biggscardosa.com)  
408-781-4549

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

## **ARTICLE 16. MISCELLANEOUS PROVISIONS.**

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

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

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

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

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

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

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

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

Penalties:

1. The Consultant and any of its Subconsultants shall comply with Labor Code §1774 and §1775. Pursuant to Labor Code §1775, the Consultant and any Subconsultant shall forfeit to SMART a penalty of not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of DIR for the work or craft in which the worker is employed for any public work done under the Agreement by the Consultant or by its Subconsultant in violation of the requirements of the Labor Code and in particular, Labor Code §§1770 to 1780, inclusive.

2. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of mistake, inadvertence, or neglect of the Consultant or Subconsultant in failing to pay the correct rate of prevailing wages, or the previous record of the Consultant or Subconsultant in meeting their respective prevailing wage obligations, or the willful failure by the Consultant or Subconsultant to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rates of prevailing wages is not excusable if the Consultant or Subconsultant had knowledge of the obligations under the Labor Code. The Consultant is responsible for paying the appropriate rate, including any escalations that take place during the term of the Agreement.
3. In addition to the penalty and pursuant to Labor Code §1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Consultant or Subconsultant.
4. If a worker employed by a Subconsultant on a public works project is not paid the general prevailing per diem wages by the Subconsultant, the Consultant of the project is not liable for the penalties described above unless the Consultant had knowledge of that failure of the Subconsultant to pay the specified prevailing rate of wages to those workers or unless the Consultant fails to comply with all of the following requirements:
  - A. The Agreement executed between the Consultant and the Subconsultant for the performance of work on public works projects shall include a copy of the requirements in Labor Code §§ 1771, 1775, 1776, 1777.5, 1813, and 1815.
  - B. The Consultant shall monitor the payment of the specified general prevailing rate of per diem wages by the Subconsultant to the employees by periodic review of the certified payroll records of the Subconsultant.
  - C. Upon becoming aware of the Subconsultant's failure to pay the specified prevailing rate of wages to the Subconsultant's workers, the Consultant shall diligently take corrective action to halt or rectify the failure, including but not limited to, retaining sufficient funds due the Subconsultant for work performed on the public works project.
  - D. Prior to making final payment to the Subconsultant for work performed on the public works project, the Consultant shall obtain an affidavit signed under penalty of perjury from the Subconsultant that the Subconsultant had paid the specified general prevailing rate of per diem wages to the Subconsultant's employees on the public works project and any amounts due pursuant to Labor Code §1813.
5. Pursuant to Labor Code §1775, SMART shall notify the Consultant on a public works project within fifteen (15) calendar days of receipt of a complaint that a Subconsultant has failed to pay workers the general prevailing rate of per diem wages.

6. If SMART determines that employees of a Subconsultant were not paid the general prevailing rate of per diem wages and if SMART did not retain sufficient money under the Agreement to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the Consultant shall withhold an amount of moneys due the Subconsultant sufficient to pay those employees the general prevailing rate of per diem wages if requested by SMART.

#### Hours of Labor:

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

#### Employment of Apprentices:

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

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

#### Section 16.07 Subcontracting.

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

Name of Subcontractor and Location of Business	Description of Work
No Subcontractors Utilized	N/A

B. Nothing contained in this Agreement or otherwise, shall create any contractual relation between SMART and any Subconsultants, and no subagreement shall relieve the Consultant of its responsibilities and obligations hereunder. The Consultant agrees to be as fully responsible to SMART for the acts and omissions of its Subconsultants and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Consultant. The Consultant's obligation to pay its Subconsultants is an independent obligation from SMART's obligation to make payments to the Consultant.

C. The Consultant shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted without written authorization by SMART, except that which is expressly identified in the Exhibit B.

D. Any subagreement entered into as a result of this Agreement, shall contain all the provisions stipulated in this entire Agreement to be applicable to Subconsultants unless otherwise noted.

D. Consultant shall pay its Subconsultants within fifteen (15) calendar days from receipt of each payment made to the Consultant by SMART.

E. Any substitution of Subconsultants must be approved in writing by SMART in advance of assigning work to a substitute Subconsultant.

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

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

G. Prompt Payment of Withheld Funds to Subconsultants.

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

Section 16.08     Equipment Purchase and Other Capital Expenditures.

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

Section 16.09     Conflict of Interest.

- A. During the term of this Agreement, the Consultant shall disclose any financial, business, or other relationship with SMART that may have an impact upon the outcome of this Agreement or any ensuing SMART construction project. The Consultant shall also list current clients who may have a financial interest in the outcome of this Agreement or any ensuing SMART construction project which will follow.
- B. Consultant certifies that it has disclosed to SMART any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this Agreement. Consultant agrees to advise SMART of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this Agreement. Consultant further agrees to complete any statements of economic interest if required by either SMART or State law.
- C. The Consultant hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this Agreement.
- D. The Consultant hereby certifies that the Consultant or subconsultant and any firm affiliated with the Consultant or subconsultant that bids on any construction contract or on any Agreement to provide construction inspection for any construction project resulting from this Agreement, has established necessary controls to ensure a conflict of interest does not exist. An affiliated firm is one, which is subject to the control of the same persons, through joint ownership or otherwise.

Section 16.10 Contingent Fee. Consultant warrants, by execution of this Agreement that no person or selling agency has been employed, or retained, to solicit or secure this Agreement upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by Consultant for the purpose of securing business. For breach or violation of this warranty, SMART has the right to annul this Agreement without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the Agreement price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

Section 16.11 Safety.

- A. Consultant shall comply with OSHA regulations applicable to Consultant regarding necessary safety equipment or procedures. Consultant shall comply with safety instructions issued by SMART. Consultant personnel shall wear hard hats and safety vests at all times while working on the construction project site.
- B. Pursuant to the authority contained in Vehicle Code §591, SMART has determined that such areas are within the limits of the project and may be open to public traffic. Consultant shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. Consultant shall take all reasonably necessary precautions for safe operation

of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

C. Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Article.

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

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

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

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

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

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

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

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

**CONSULTANT: BIGGS CARDOSA ASSOCIATES, INC.**

By: \_\_\_\_\_  
Ron Oen, Principal

Date: \_\_\_\_\_

**SONOMA-MARIN AREA RAIL TRANSIT (SMART)**

By: \_\_\_\_\_  
Eddy Cumins, General Manager

Date: \_\_\_\_\_

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

By: \_\_\_\_\_  
Ken Hendricks, Procurement Manager

Date: \_\_\_\_\_

**APPROVED AS TO FORM FOR SMART:**

By: \_\_\_\_\_  
District Counsel

Date: \_\_\_\_\_

**EXHIBIT A**  
**SCOPE OF WORK & TIMELINE**

**I. Overview**

The Sonoma-Marín Area Rail Transit District (SMART) is contracting with Biggs Cardosa Associates, Inc. to provide as-needed construction management services including, resident engineer services, civil inspector services, electrical inspector services, and train control systems inspector services. These services will be issued by awarded task order.

The Consultant shall be required to sign SMART's Confidentiality and Non-Disclosure Agreement prior to the start of any work requiring the Consultant to be in possession of Safety Sensitive Information "SSI".

**II. Project Management**

All work shall be initiated, scheduled, and reviewed by SMART's Chief Engineer or designee. All work performed under this contract will require a Task Order to be awarded and issued prior to work commencing. Any work performed outside of a fully executed Task Order will not be reimbursed.

**III. Scope of Work**

**A. Task Order Work**

Consultant shall perform the following services on an as-needed basis when awarded a task order:

**1. Resident Engineer Services**

The day-to-day representative responsible for these services will be managing field work, interacting directly with contractors, overseeing field work, performing field inspection, managing construction inspectors, reviewing progress payments, reviewing submittals, preparing reports, and related construction management functions to successfully construct work.

**2. Civil Inspector Services**

The representative responsible for these services will be a general civil engineering construction inspector who will provide detailed construction inspection. This position would report to a SMART or consultant Resident Engineer and will have specific responsibilities to assure that work is being constructed according to the plans. The Inspector will review field work on a daily basis, review plans and submittals, document the progress of work through daily inspection/observation reports. The Inspector will work closely with contractors, subcontractors, SMART personnel, and others as part of

overseeing field work. Knowledge of heavy civil construction, electrical systems, drainage, and erosion control is required. Knowledge of track and bridge construction is desirable.

### 3. Electrical Inspector Services

The representative responsible for these services will be a Field Inspector tasked with monitoring and inspecting the installation of electrical systems, such as power installations and lighting systems. Knowledge and understanding of the National Electric Code (NEC) is essential, as well as, PG&E standards. This Field Inspector will fully inspect the contractor's work as it is constructed, verifying work is constructed according to the plans and applicable codes.

### 4. Train Control Systems Inspector Services

The representative responsible for these services will be a Field Inspector for the construction, installation and testing of train control, grade crossing warning and communication systems. Knowledge and understanding of the National Electric Code (NEC) is essential, as well as, industry standards for railroad signaling systems. The Field Inspector will fully inspect the contractor's work as it is constructed, installed, and tested, verifying work is completed according to the plans and applicable codes.

## B. Task Order Award Process

SMART has awarded several Master Agreements for On-Call Construction Management Services as part of the Request for Qualifications solicitation.

A mini Request for Proposal (RFP) will be issued to the Consultants holding these Master Agreements when task order work is required. This process may be either informal (email, letter, etc.) or via a formal RFP process.

SMART will provide these Consultants with each task order for review and the opportunity to propose. Each Task Order shall detail the work required for the specific project, the required work schedule, and all required deliverables and requirements. The evaluation is a qualifications-based evaluation and criteria may include the following: availability of personnel, staff capabilities, completion time, experience of Consultant, specialized expertise, and past performance. Following review of the submitted Proposals and prior to unsealing the cost proposals, SMART will rank the Proposals.

SMART will unseal the top-ranked firm's cost proposal and review. The cost proposals shall be based on the specified rates of compensation included in the Exhibit B of this Agreement. Negotiations may commence with the top-ranked firm. If negotiations with the top-ranked firm are not successful, SMART will proceed with negotiations with the second highest ranking firm. This process will continue until negotiations are successful.

Pursuant to an authorized Task Order, the Consultant shall perform the services within SMART's geographical location, and shall include all necessary personnel, material, transportation, lodging, instrumentation, and the specialized facilities and equipment

necessary to satisfy all appropriate agencies and required to ensure compliance with all applicable Federal, State, and Local statutes, laws, codes, regulations, policies, procedures, ordinances, standards, specifications, performance standards, and guidelines, applicable to the Consultant's services and work product. The consultant is responsible for supplying and providing all necessary equipment and protective clothing in accordance with SMART's standards.

C. Location of Work

Field work is required and may include night work, weekend work, or work in remote areas within the Sonoma-Marín Area Rail Transit District (SMART) right-of-way and project sites. The locations and requirements will be included in each task order.

D. General Equipment Requirements

Unless otherwise specified in this Contract or resulting Task Orders, the Consultant shall provide all necessary tools, instruments, equipment, materials, supplies, and safety equipment required to perform the work identified in each Task Order and this Contract accurately, efficiently, and safely. The Consultant's personnel shall be fully trained in the use of such necessary tools, instruments, equipment, materials, supplies, and safety equipment. The Consultant shall not be reimbursed separately for tools of the trade.

E. General Consultant Requirements

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

1. Be responsible for supervising, reviewing, monitoring, training, and directing the Consultant's and Subconsultant's personnel.
2. Assign qualified personnel to complete the required Task Order work as specified on an "as-needed" basis in coordination with the SMART Manager.

Consultant's personnel may be asked to attend certain special training if recommended by the SMART Manager.

3. Administer personnel actions for Consultant personnel and ensuring appropriate actions taken for Subconsultant personnel.
4. Maintain and submit organized project files for record tracking and auditing.
5. Develop, organize, facilitate, and attend scheduled coordination meetings, and preparation and distribution of meeting minutes.
6. Implement and maintain quality control procedures to manage conflicts, insure product and service accuracy and completion before billing to SMART.
7. Manage Subconsultants.
8. Manage Task Order budgets and provide reports to the SMART Manager.
9. Ensure compliance with the provisions of this Contract and all specified Task Order requirements.
10. Monitor the health and safety of personnel working in a hazardous environment in accordance with all applicable Federal, State, and Local regulations.
11. Have knowledge, experience, and familiarity with prevailing wage issues and requirements in the State of California.
12. Not remove or replace any existing personnel assigned to Task Orders without the prior written consent of the SMART Manager. The removal or replacement of personnel without written approval shall be a violation of the Contract and may result in Termination of the Contract. When assigned consultant personnel is on approved leave and required by the SMART Manager, the Consultant's Contract Manager shall provide a substitute employee until the assigned employee returns to work from the approved leave. The substitute personnel shall have the same job classification, billing rate, and experience level of the previously assigned personnel. Substitute personnel must receive prior written approval from the SMART Manager. Invoices with charges for personnel not identified in the Exhibit B shall not be reimbursed.
13. Follow all safety requirements and direction from the SMART Manager.

#### **IV. Timeline for Each Requirement / Task**

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

If SMART determines that the work cannot be performed during normal business hours or the work is necessary at off hours to avoid danger to life or property, or SMART's revenue operations, the Consultant's operations may be restricted to specific hours during the week. Night work or weekend work may be required on certain projects. Additionally, SMART's construction contractor's operations may be restricted to specific hours during the week. These requirements shall be clearly

described in each Task Order. Any changes in hours or schedules after the original Task Orders are issued shall be documented by revision to the Task Orders.

**V. Acceptance Criteria**

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

## EXHIBIT B SCHEDULE OF RATES

Consultant Biggs Cardosa Associates, Inc.  Prime Consultant  Subconsultant  2<sup>nd</sup> Tier Subconsultant

Solicitation No. CV-PS-23-001 Solicitation Title: On-Call Construction Management Services Date 10/17/2023

For Combined Rate	Fringe Benefit % + General & Administrative %	=	158.90% Combined ICR%
OR			
For Home Office Rate	Fringe Benefit % + General & Administrative %	=	Home Office ICR%
For Field Office Rate	Fringe Benefit % + General & Administrative %	=	Field Office ICR%
Fee		=	10%

### BILLING INFORMATION

### CALCULATION INFORMATION

Name/Job Title/Classification <sup>1</sup>	Hourly Billing Rates <sup>3</sup>			Effective date of hourly rate		Actual or Avg. Hourly Rate <sup>4</sup>	% or \$ increase	Hourly range - for classifications only
	Straight	OT(1.5x)	OT(2x)	From	To			
Resident Engineer / Structures Representative	\$ 284.79	N/A	N/A	1/1/2024	12/31/2024	\$ 100.00		\$ 80.00 to \$ 120.00
	\$ 293.33	N/A	N/A	1/1/2025	12/31/2025	\$ 103.00	3.00%	\$ 82.40 to \$ 123.60
	\$ 302.13	N/A	N/A	1/1/2026	12/31/2026	\$ 106.09	3.00%	\$ 84.87 to \$ 127.31
	\$ 311.20	N/A	N/A	1/1/2027	12/31/2027	\$ 109.27	3.00%	\$ 87.42 to \$ 131.13
	\$ 320.53	N/A	N/A	1/1/2028	12/31/2028	\$ 112.55	3.00%	\$ 90.04 to \$ 135.06
Assistant Resident Engineer / Assistant Structures Representative	\$ 185.11	N/A	N/A	1/1/2024	12/31/2024	\$ 65.00		\$ 50.00 to \$ 80.00
	\$ 190.67	N/A	N/A	1/1/2025	12/31/2025	\$ 66.95	3.00%	\$ 51.50 to \$ 82.40
	\$ 196.39	N/A	N/A	1/1/2026	12/31/2026	\$ 68.96	3.00%	\$ 53.05 to \$ 84.87
	\$ 202.28	N/A	N/A	1/1/2027	12/31/2027	\$ 71.03	3.00%	\$ 54.64 to \$ 87.42
	\$ 208.35	N/A	N/A	1/1/2028	12/31/2028	\$ 73.16	3.00%	\$ 56.28 to \$ 90.04
Office Engineer	\$ 185.11	N/A	N/A	1/1/2024	12/31/2024	\$ 65.00		\$ 50.00 to \$ 80.00
	\$ 190.67	N/A	N/A	1/1/2025	12/31/2025	\$ 66.95	3.00%	\$ 51.50 to \$ 82.40
	\$ 196.39	N/A	N/A	1/1/2026	12/31/2026	\$ 68.96	3.00%	\$ 53.05 to \$ 84.87
	\$ 202.28	N/A	N/A	1/1/2027	12/31/2027	\$ 71.03	3.00%	\$ 54.64 to \$ 87.42
	\$ 208.35	N/A	N/A	1/1/2028	12/31/2028	\$ 73.16	3.00%	\$ 56.28 to \$ 90.04
Civil & Structural Inspector **	\$ 199.35	\$234.35	\$ 269.35	1/1/2024	12/31/2024	\$ 70.00		\$ 55.00 to \$ 85.00
	\$ 205.33	\$241.38	\$277.43	1/1/2025	12/31/2025	\$ 72.10	3.00%	\$ 56.65 to \$ 87.55
	\$ 211.49	\$248.63	\$285.76	1/1/2026	12/31/2026	\$ 74.26	3.00%	\$ 58.35 to \$ 90.18
	\$ 217.84	\$256.08	\$294.33	1/1/2027	12/31/2027	\$ 76.49	3.00%	\$ 60.10 to \$ 92.88
	\$ 224.37	\$263.77	\$303.16	1/1/2028	12/31/2028	\$ 78.79	3.00%	\$ 61.90 to \$ 95.67

**NOTES:**

1. Classifications that are subject to prevailing wage requirements must be marked with two asterisks (\*\*). For these classifications enter the actual prevailing wage rates for straight time, OT (1.5X), and OT (2X). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended.
3. For Non-Prevailing Wage Classifications, enter the Average Hourly Rate for that classification and the Hourly Range.
4. Billing rate for non-prevailing wage classifications = average hourly rate \* (1+ ICR) \* (1+ Fee). Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans. All costs must comply with the Federal cost principles for reimbursement.

Consultant Biggs Cardosa Associates, Inc.       Prime Consultant     Subconsultant

SCHEDULE OF OTHER DIRECT COST ITEMS				
Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs		Mile	IRS Rate	
Equipment Rental and Supplies		EA/MO	Actual <sup>13</sup>	
Permit Fees		EA	Actual <sup>13</sup>	
Plan Sheets		EA	Actual <sup>13</sup>	
Test		EA	Actual <sup>13</sup>	
Vehicle <sup>12</sup>		EA/MO	Actual <sup>13</sup> (NTE \$1,200)	
Vehicle Expenses (Maintenance and gas, etc.)		EA	Actual <sup>13</sup>	
Subconsultant 1:				
Subconsultant 2:				
Subconsultant 3:				
Subconsultant 4:				

**NOTES:**

1. List other direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentation.
2. Proposed ODC items should be consistently billed regardless of client and contract type.
3. Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
4. Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
5. Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.
6. Travel related costs should be pre-approved by the SMART and shall comply with SMART's Travel Guidelines.
7. If mileage is claimed, the rate should be properly supported by the consultant's calculation of their actual costs for company vehicles. In addition, the miles claimed should be supported by mileage logs.
8. If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is its standard procedure for all of their contracts and that they do not own any vehicles that could be used for the same purpose.
9. The cost proposal format shall not be amended. All costs must comply with the Federal cost principles.
10. Add additional pages if necessary.
11. Subconsultants must provide their own cost proposals.
12. Field Staff will be assigned a company leased fleet vehicle with a calculated monthly lease rate for that vehicle based on actual costs outlined in the assigned vehicle's lease agreement. Back-up documentation of the leased vehicle's actual monthly Direct Cost expensed will be provided with each invoice.
13. Receipts and other back-up documentation will be provided for Actual Costs expensed with each invoice.

**EXHIBIT C  
FTA & DOT REQUIREMENTS**

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

**1. General.**

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

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

**2. Access To Records and Reports.**

*Applicability: All Contracts*

Contractor shall comply with the following requirements:

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

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

(c) Access to Records. The Contractor agrees to provide access to SMART, FTA, FRA, and its contractors to inspect and audit records and information related to

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

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

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

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

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

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

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

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

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

### 3. **ADA Access**

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

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

### 4. **Buy America.**

*Applicability: All Rollingstock Purchases, Materials and Supplies Contracts, and Construction Contracts >\$150,000.*

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. part 661 and 2 CFR §200.322 Domestic preferences for procurements, which provide that Federal funds may not be obligated unless all 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. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C), 49 U.S.C. § 5323(u) and 49 C.F.R. § 661.11. Domestic preferences for procurements. The bidder or offeror must submit to SMART the appropriate Buy America certification. Bids or offers that are not accompanied by a completed Buy America certification will be rejected as nonresponsive.

Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

- 1) all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- 2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- 3) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project.

*Waivers:*

When necessary, recipients may apply for, and the Agency may grant, a waiver from these requirements. The Agency should notify the recipient for information on the process for requesting a waiver from these requirements.

- a) When the Federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:
  - 1) applying the domestic content procurement preference would be inconsistent with the public interest;
  - 2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
  - 3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in

America Office. There may be instances where an award qualifies, in whole or in part, for an existing waiver.

Definitions:

“Construction materials” includes an article, material, or supply—other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives<sup>46</sup>—that is or consists primarily of:

- Non-ferrous metals;
- Plastic and Polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- Glass (including optic glass);
- Lumber; or
- Drywall

“Domestic content procurement preference” means all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; or the construction materials used in the project are produced in the United States.

“Infrastructure” includes, at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property. Infrastructure includes facilities that generate, transport, and distribute energy.

“Project” means the construction, alteration, maintenance, or repair of infrastructure in the United States.

## 5. Lobbying

*Applicability: All Contracts > \$100,000*

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR Part 20, “New Restrictions on Lobbying”. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of a Federal agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier certifies to the tier above that it will not and has not taken any action involving the Project or the Underlying Agreement for the Project, including any award, extension, or modification. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to SMART.

## 6. Cargo Preference Requirements.

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

The Contractor agrees to:

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

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

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

## 7. Charter Service.

*Applicability: All Operations & Management Contracts*

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

## 8. Civil Rights.

*Applicability: All Contracts*

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

1. **Federal Equal Employment Opportunity (EEO) Requirements.** These include, but are not limited to:
  - a) Nondiscrimination in Federal Public Transportation Programs. 49 U.S.C. § 5332, covering projects, programs, and activities financed under 49 U.S.C. Chapter 53, prohibits discrimination on the basis of race, color, religion, national origin, sex (including sexual orientation and gender identity), disability, or age, and prohibits discrimination in employment or business opportunity.

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

### **Civil Rights and Equal Opportunity**

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

1. **Nondiscrimination.** In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA and FRA may issue.
2. **Race, Color, Religion, National Origin, Sex.** In accordance with Title VII of the

Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA or FRA may issue.

3. **Age.** In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621- 634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any Implementing requirements FTA or FRA may issue.
4. **Disabilities.** In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA or FRA may issue.
5. **Promoting Free Speech and Religious Liberty.** The Contractor shall ensure that Federal funding is expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements: including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.

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

## 9. Clean Air Act

*Applicability: All Contracts > \$150,000*

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

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

## **10. Clean Water Act**

*Applicability: All Contracts > \$150,000*

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Water Act, as amended, 33 U.S.C. §§ 1251 - 1377 et seq.
- (2) The contractor agrees to report each violation to the SMART and understands and agrees that SMART will, in turn, report each violation as required to assure notification to the FTA and FRA, and the appropriate Environmental Protection Agency Regional Office in compliance with the notice of violating facility provisions in section 508 of the Clean Water Act, as amended, 33 U.S.C. 1368.
- (3) The Contractor agrees to protect underground sources of drinking water in compliance with the Safe Drinking Water Act of 1974, as amended, 42 U.S.C. 300f-300j-6.
- (4) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA or FRA.

## **11. Conformance with National ITS Architecture**

*Applicability: All ITS Contracts*

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

## **12. Contract Work Hours and Safety Standards Act.**

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

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

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

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

Compliance with the Contract Work Hours and Safety Standards Act.

- (1) Overtime requirements - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half (1.5) times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. SMART shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause

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

### **13. Davis Bacon Act and Copeland Anti-Kickback Act**

*Applicability: All Construction Contracts > \$2,000*

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

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

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

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

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

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

### **14. Debarment and Suspension**

*Applicability: All Contracts > \$25,000*

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

The certification in this clause is a material representation of fact relied upon by the SMART. If it is later determined that the contractor knowingly rendered an erroneous certification, in addition to remedies available to SMART, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Contractor agrees to comply with the requirements of 2 CFR 180 throughout the period of this contract.

## 15. Disadvantaged Business Enterprise (DBE)

*Applicability: All Contracts*

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

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

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

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

It is the policy of SMART and the United States Department of Transportation (“DOT”)

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

#### **16. DHS Seal, Logo, and Flags.**

*Applicability: All Contracts*

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

#### **17. Energy Conservation.**

*Applicability: All Contracts*

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

#### **18. Federal Changes.**

*Applicability: All Contracts*

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

#### **19. Fly America.**

*Applicability: All Contracts*

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

#### **20. Incorporation of Federal Transit Administration (FTA) Terms.**

*Applicability: All Contracts*

Incorporation of Federal Transit Administration (FTA) Terms - The provisions within include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in the current FTA Circular 4220 are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any request which would cause a violation of the FTA terms and conditions.

## **21. No Obligation by the Federal Government.**

*Applicability: All Contracts*

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

## **22. Notice of Legal Matters.**

*Applicability: All Contracts > \$25,000*

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

- (1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.
- (2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government’s interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government’s administration or enforcement of federal laws, regulations, and requirements.
- (3) Additional Notice to the U.S. DOT Inspector General. The Recipient must

promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA or FRA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third-Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient.

### **23. Patent Rights and Rights in Data and Copyrights Requirements.**

*Applicability: All Research Project Contracts*

#### Intellectual Property Rights

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

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

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

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

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

## 24. Pre-Award and Post Delivery Audits Requirements.

*Applicability: All Rolling Stock/Turnkey Acquisition Contracts*

A Buy America certification under this part shall be issued in addition to any certification which may be required by 49 CFR Part 661. Nothing in this part precludes the FTA from conducting a Buy America investigation under part 661 of this title “Pre-Award and Post-Delivery Audit Requirements”.

The Contractor agrees to comply with “Buy America Requirements-Surface Transportation Assistance Act of 1982, as amended by 49 CFR 661.12, but has been modified to include FTA’s Buy America requirements codified at 49 U.S.C. A 5323(j).

Pre-Award and Post-Delivery Audit Requirements – The Contractor agrees to comply with 49 U.S.C. 5323(I) and FTA’s implementing regulation at 49 CFR Part 663 and to submit the following certifications:

- 1) Buy America Requirements: The Contractor shall complete and submit a declaration certifying either compliance or noncompliance with Buy America. If the firm certifies compliance with Buy America, it shall submit documentation which lists 1) component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; 2) the location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.
- 2) Solicitation Specification Requirements: The Contractor shall submit evidence that it will be capable of meeting the solicitation specifications.
- 3) Federal Motor Vehicle Safety Standards (FMVSS): The Contractor shall submit a) manufacturer’s FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or b) manufacturer’s certified statement that the contracted buses will not be subject to FMVSS regulations.

## 25. Recycled Products.

*Applicability: All Contracts > \$10,000*

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

## 26. Program Fraud and False or Fraudulent Statements and Related Acts

*Applicability: All Contracts*

- (a) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.* and U.S. DOT regulations,

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

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

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

## **27. Prompt Payment.**

*Applicability: All Contracts*

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

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

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

## 28. Safe Operation of Motor Vehicles.

*Applicability: All Contracts*

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

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

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

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

## 29. Seismic Safety.

*Applicability: All A&E and Construction Contracts*

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

### **30. Transit Employee Protective Agreements**

*Applicability: All Transit Operations Contracts*

The Transit Employee Protective Provisions apply to each contract for transit operations performed by employees of a Contractor recognized by FTA to be a transit operator.

- i. General Transit Employee Protective Requirements – To the extent that FTA determines that transit operations are involved, the Contractor agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 U.S.C. A 5333(b), and U.S. DOL guidelines at 29 CFR Part 215, and any amendments thereto. The requirements of this subsection however do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. 5310(a)(2), or for projects for non-urbanized areas authorized by 49 U.S.C. 5311. Alternate provisions for those projects are set forth in subsections (B) and (C) of this clause.
- ii. Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. 5310(a)(2) for Elderly Individuals and Individuals with Disabilities – If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. 5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. 5333(b) are necessary or appropriate for the state and SMART for which work is performed on the underlying contract, the Contractor agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. 5333(b), U.S. DOL guidelines at 29 CFR Part 215, and any amendments thereto.
- iii. Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. 5311 in Non-Urbanized Areas – If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. 5311, the Contractor agrees to comply with the terms and conditions of the Special Warranty for the Non-urbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.
- iv. The Contractor also agrees to include any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance by FTA.

### **31. Special DOL EEO Clause**

*Applicability: All Construction Contracts > \$10,000*

The contractor and subcontractor shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60- 741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require

that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

### **32. Drug and Alcohol Testing**

*Applicability: All Transit Operations Service Contracts*

The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 C.F.R. part 655, produce any documentation necessary to establish its compliance with part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency, or the Sonoma-Marín Area Rail Transit District, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 C.F.R. part 655 and review the testing process. The Contractor agrees further to certify annually its compliance with part 655 before June 30 and to submit the Management Information System (MIS) reports to the Sonoma-Marín Area Rail Transit District. To certify compliance the Contractor shall use the “Substance Abuse Certifications” in the “Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements”, which is published annually in the Federal Registrar.

### **33. Termination.**

*Applicability: All Contracts > \$10,000*

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

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

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

(c) Opportunity to Cure. SMART in its sole discretion may, in the case of a termination

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

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

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

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

(f) Termination for Default (Supplies and Service) If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Agency.

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

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

If the termination is for failure of the Contractor to fulfill the contract obligations, the

Agency may complete the work by contact or otherwise and the Contractor shall be liable for any additional cost incurred by the Agency.

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

(j) Termination for Convenience or Default (Cost Type Contracts) The Agency may terminate this contract, or any portion of it, by serving a Notice of Termination on the Contractor. The notice shall state whether the termination is for convenience of Agency or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the Contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the Agency, or property supplied to the Contractor by the Agency. If the termination is for default, the Agency may fix the fee, if the contract provides for a fee, to be paid the Contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the Agency and the parties shall negotiate the termination settlement to be paid the Contractor.

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

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

### **34. Veterans Hiring Preference.**

*Applicability: All Contracts*

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

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

### **35. Violation and Breach of Contract.**

*Applicability: All Contracts*

#### Rights and Remedies of SMART

The duties and obligations imposed by the Agreement and the rights and remedies

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

#### Rights and Remedies of Contractor

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

#### Remedies

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

#### Disputes

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

#### Performance during Dispute

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

#### Claims for Damages

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

### **36. Geographic Restrictions.**

*Applicability: All Contracts*

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

### **37. Metric System.**

*Applicability: All Contracts*

To the extent required by U.S. DOT, FRA, or FTA, Contractor shall use the metric system of measurement in its project activities pursuant to the Metric Conversion Act, as

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

### **38. Environmental Protection.**

*Applicability: All Contracts*

Contractor shall comply with the following requirements:

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

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

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

### **39. Privacy Act.**

*Applicability: All Contracts*

Contractor agrees to comply with and assures the compliance of its employees with the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C § 552. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. Contractor understands that the requirements of the Privacy Act, including civil and criminal penalties for violation of the Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

### **40. Transit Vehicle Manufacturer (TVM) Certifications**

*Applicability: All Rolling Stock Contracts*

49 CFR 26.49 – Contractor must submit to SMART a certification from each transit vehicle manufacture that desires to bid or propose upon a DOT-assisted transit vehicle procurement that it has complied with the requirements of 49 CFR 26.49. SMART may, however, with FTA approval, establish project-specific goals for DBE participation in the procurement of transit vehicles in lieu of complying through the overall goal setting

procedures.

#### **41. Federal Tax Liability and Recent Felony Convictions**

*Applicability: All Contracts*

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

#### **42. Rights to Inventions Made Under a Contract or Agreement.**

*Applicability: All Research and Development Contracts*

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

#### **43. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.**

*Applicability: All Contracts*

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

#### **44. Domestic Preferences for Procurements**

*Applicability: All Contracts*

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

For the purposes of this section:

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

2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

#### **45. Trafficking in Persons**

*Applicability: All Contracts*

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

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

#### **46. Severability**

*Applicability: All Contracts*

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

EXHIBIT D - FEDERAL WAGE DETERMINATION

"General Decision Number: CA20230007 09/01/2023

Superseded General Decision Number: CA20220007

State: California

Construction Types: Building, Heavy (Heavy and Dredging) and Highway

Counties: Alpine, Amador, Butte, Colusa, El Dorado, Glenn, Lassen, Marin, Modoc, Napa, Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Siskiyou, Solano, Sonoma, Sutter, Tehama, Trinity, Yolo and Yuba Counties in California.

BUILDING CONSTRUCTION PROJECTS (excluding Amador County only); DREDGING CONSTRUCTION PROJECTS (does not include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); AND HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022: Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.

If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022: Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all

hours spent performing on  
that contract in 2023.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number    Publication Date

0	01/06/2023
1	01/13/2023
2	01/20/2023
3	02/03/2023
4	03/03/2023
5	03/10/2023
6	03/17/2023
7	03/31/2023
8	04/07/2023
9	04/14/2023
10	04/21/2023
11	04/28/2023
12	05/05/2023
13	06/02/2023
14	06/23/2023
15	06/30/2023
16	07/14/2023
17	07/28/2023
18	08/11/2023
19	08/18/2023
20	09/01/2023

ASBE0016-001 02/01/2023

AREA 1: MARIN, NAPA, SAN BENITO, SAN FRANCISCO, SOLANO, & SONOMA COUNTIES

AREA 2: ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHEMA, TRINITY, YOLO, & YUBA COUNTIES

Rates            Fringes

Asbestos Workers/Insulator  
(Includes the application of  
all insulating materials,

Protective Coverings,  
Coatings, and Finishes to all  
types of mechanical systems)

Area 1.....	\$ 80.91	23.82
Area 2.....	\$ 62.26	23.82

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ASBE0016-007 01/01/2021

AREA 1 : ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN,  
LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA,  
SIERRA, SISKIYOU, SOLANO, SONOMA, SUTTER, TEHAMA, TRINITY, YOLO  
& YUBA COUNTIES

AREA 2: MARIN & NAPA COUNTIES

Rates Fringes

Asbestos Removal  
worker/hazardous material  
handler (Includes  
preparation, wetting,  
stripping, removal,  
scrapping, vacuuming, bagging  
and disposing of all  
insulation materials from  
mechanical systems, whether  
they contain asbestos or not)

AREA 1.....	\$ 30.45	10.60
AREA 2.....	\$ 36.53	9.27

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BOIL0549-002 01/01/2021

Rates Fringes

BOILERMAKER

(1) Marin & Solano Counties.	\$ 49.62	41.27
(2) Remaining Counties.....	\$ 45.60	38.99

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BRCA0003-001 08/01/2022

Rates Fringes

MARBLE FINISHER.....	\$ 39.20	18.31
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BRCA0003-004 05/01/2022

AREA 1: ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN,  
LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA,  
SIERRA, SUTTER, TEHAMA, YOLO AND YUBA COUNTIES

AREA 2: MARIN, NAPA, SISKIYOU, SOLANO, SONOMA AND TRINITY  
COUNTIES

Rates Fringes

BRICKLAYER

AREA 1.....	\$ 49.32	22.65
AREA 2.....	\$ 53.69	26.03

SPECIALTY PAY:

- (A) Underground work such as tunnel work, sewer work, manholes, catch basins, sewer pipes and telephone conduit shall be paid \$1.25 per hour above the regular rate. Work in direct contact with raw sewage shall receive \$1.25 per hour in addition to the above.
- (B) Operating a saw or grinder shall receive \$1.25 per hour above the regular rate.
- (C) Guniting person shall receive \$1.25 per hour above the regular rate.

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BRCA0003-008 07/01/2022

Rates Fringes

TERRAZZO FINISHER.....	\$ 41.93	18.98
TERRAZZO WORKER/SETTER.....	\$ 56.84	27.53

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BRCA0003-010 04/01/2022

Rates Fringes

TILE FINISHER

Area 1.....	\$ 31.12	16.11
Area 2.....	\$ 30.90	17.87
Area 3.....	\$ 33.86	17.74
Area 4.....	\$ 31.89	17.18

Tile Layer

Area 1.....	\$ 51.02	19.35
Area 2.....	\$ 50.66	20.77
Area 3.....	\$ 55.41	20.87
Area 4.....	\$ 52.28	20.79

- AREA 1: Butte, Colusa, El Dorado, Glenn, Lassen, Modoc, Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Sutter, Tehama, Yolo, Yuba
- AREA 2: Alpine, Amador
- AREA 3: Marin, Napa, Solano, Siskiyou
- AREA 4: Sonoma

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BRCA0003-014 08/01/2022

Rates Fringes

MARBLE MASON.....	\$ 56.98	28.54
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CARP0034-001 07/01/2021

Rates      Fringes

Diver

Assistant Tender, ROV		
Tender/Technician.....	\$ 54.10	34.69
Diver standby.....	\$ 60.51	34.69
Diver Tender.....	\$ 59.51	34.69
Diver wet.....	\$ 103.62	34.69
Manifold Operator (mixed gas).....	\$ 64.51	34.69
Manifold Operator (Standby).\$	59.51	34.69

DEPTH PAY (Surface Diving):

050 to 100 ft	\$2.00 per foot
101 to 150 ft	\$3.00 per foot
151 to 220 ft	\$4.00 per foot
221 ft.-deeper	\$5.00 per foot

SATURATION DIVING:

The standby rate shall apply until saturation starts. The saturation diving rate applies when divers are under pressure continuously until work task and decompression are complete. The diver rate shall be paid for all saturation hours.

DIVING IN ENCLOSURES:

Where it is necessary for Divers to enter pipes or tunnels, or other enclosures where there is no vertical ascent, the following premium shall be paid: Distance traveled from entrance 26 feet to 300 feet: \$1.00 per foot. When it is necessary for a diver to enter any pipe, tunnel or other enclosure less than 48" in height, the premium will be \$1.00 per foot.

WORK IN COMBINATION OF CLASSIFICATIONS:

Employees working in any combination of classifications within the diving crew (except dive supervisor) in a shift are paid in the classification with the highest rate for that shift.

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CARP0034-003 07/01/2021

Rates      Fringes

Piledriver.....	\$ 54.10	34.69
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CARP0035-001 08/01/2020

AREA 1: MARIN, NAPA, SOLANO & SONOMA

AREA 3: SACRAMENTO, WESTERN EL DORADO (Territory west of an including highway 49 and the territory inside the city limits of Placerville), WESTERN PLACER (Territory west of and including highway 49), & YOLO

AREA 4: ALPINE, BUTTE, COLUSA, EASTERN EL DORADO, GLENN, LASSEN, MODOC, NEVADA, EASTERN PLACER, PLUMAS, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, & YUBA

	Rates	Fringes
Drywall Installers/Lathers:		
Area 1.....	\$ 52.65	31.26
Area 3.....	\$ 47.27	31.26
Area 4.....	\$ 45.92	31.26
Drywall Stocker/Scrapper		
Area 1.....	\$ 26.33	18.22
Area 3.....	\$ 23.64	18.22
Area 4.....	\$ 22.97	18.22

-----  
 CARP0035-009 07/01/2020

Marin County

	Rates	Fringes
CARPENTER		
Bridge Builder/Highway Carpenter.....	\$ 52.65	30.82
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 52.80	30.82
Journeyman Carpenter.....	\$ 52.65	30.82
Millwright.....	\$ 52.75	32.41

-----  
 CARP0035-010 07/01/2020

AREA 1: Marin, Napa, Solano & Sonoma Counties

AREA 2: Monterey, San Benito and Santa Cruz

AREA 3: Alpine, Butte, Colusa, El Dorado, Glenn, Lassen, Modoc, Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Siskiyou, Sutter, Tehama, Trinity, Yolo & Yuba counties

	Rates	Fringes
Modular Furniture Installer		
Area 1 Installer.....	\$ 28.76	22.53

Lead Installer.....	\$ 32.21	23.03
Master Installer.....	\$ 36.43	23.03
Area 2		
Installer.....	\$ 26.11	22.53
Lead Installer.....	\$ 29.08	23.03
Master Installer.....	\$ 32.71	23.03
Area 3		
Installer.....	\$ 25.16	22.53
Lead Installer.....	\$ 27.96	23.03
Master Installer.....	\$ 31.38	23.03

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 CARP0046-001 07/01/2021

El Dorado (West), Placer (West), Sacramento and Yolo Counties

Rates Fringes

Carpenters

Bridge Builder/Highway Carpenter.....	\$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 49.12	31.49
Journeyman Carpenter.....	\$ 48.97	31.49
Millwright.....	\$ 51.47	33.08

Footnote: Placer County (West) includes territory West of and including Highway 49 and El Dorado County (West) includes territory West of and including Highway 49 and territory inside the city limits of Placerville.

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 CARP0046-002 07/01/2021

Alpine, Colusa, El Dorado (East), Nevada, Placer (East),  
 Sierra, Sutter and Yuba Counties

Rates Fringes

Carpenters

Bridge Builder/Highway Carpenter.....	\$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 47.77	31.49
Journeyman Carpenter.....	\$ 47.62	31.49
Millwright.....	\$ 50.12	33.08

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 CARP0152-003 07/01/2020

Amador County

Rates Fringes

Carpenters

Bridge Builder/Highway Carpenter.....	\$ 52.65	30.82
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 45.57	30.82
Journeyman Carpenter.....	\$ 45.42	30.82
Millwright.....	\$ 47.92	32.41

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CARP0180-001 07/01/2021

Solano County

Rates Fringes

Carpenters

Bridge Builder/Highway Carpenter.....	\$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 55.00	31.49
Journeyman Carpenter.....	\$ 54.85	31.49
Millwright.....	\$ 54.95	33.08

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CARP0751-001 07/01/2021

Napa and Sonoma Counties

Rates Fringes

Carpenters

Bridge Builder/Highway Carpenter.....	\$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 55.00	31.49
Journeyman Carpenter.....	\$ 54.85	31.49
Millwright.....	\$ 54.95	33.08

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CARP1599-001 07/01/2020

Butte, Glenn, Lassen, Modoc, Plumas, Shasta, Siskiyou, Tehama  
and Trinity Counties

Rates Fringes

Carpenters

Bridge Builder/Highway Carpenter.....	\$ 52.65	30.82
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 45.57	30.82
Journeyman Carpenter.....	\$ 45.42	30.82
Millwright.....	\$ 47.92	32.41

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ELEC0180-001 06/01/2023

NAPA AND SOLANO COUNTIES

Rates Fringes

CABLE SPLICER.....	\$ 63.07	3%+26.88
ELECTRICIAN.....	\$ 56.06	3%+26.88

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ELEC0180-003 12/01/2022

NAPA AND SOLANO COUNTIES

Rates Fringes

Sound & Communications Installer.....	\$ 46.64	25.30
Technician.....	\$ 53.64	25.51

SCOPE OF WORK INCLUDES-

SOUND & VOICE TRANSMISSION (Music, Intercom, Nurse Call, Telephone); FIRE ALARM SYSTEMS [excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs], TELEVISION & VIDEO SYSTEMS, SECURITY SYSTEMS, COMMUNICATIONS SYSTEMS that transmit or receive information and/or control systems that are intrinsic to the above.

EXCLUDES-

Excludes all other data systems or multiple systems which include control function or power supply; excludes installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excludes energy management systems.

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN,  
NEVADA, PLACER, PLUMAS, SACRAMENTO, TRINITY, YOLO, YUBA COUNTIES

Rates Fringes

Communications System

Sound & Communications

Installer.....\$ 29.35 3%+15.35

Sound & Communications

Technician.....\$ 33.75 3%+15.35

SCOPE OF WORK

Includes the installation testing, service and maintenance, of the following systems which utilize the transmission and/or transference of voice, sound, vision and digital for commercial, education, security and entertainment purposes for the following TV monitoring and surveillance, background-foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call system, radio page, school intercom and sound, burglar alarms, and low voltage master clock systems.

A. SOUND AND VOICE TRANSMISSION/TRANSFERENCE SYSTEMS

Background foreground music Intercom and telephone interconnect systems, Telephone systems, Nurse call systems, Radio page systems, School intercom and sound systems, Burglar alarm systems, Low voltage master clock systems, Multi-media/multiplex systems, Sound and musical entertainment systems, RF systems, Antennas and Wave Guide.

B. FIRE ALARM SYSTEMS

Installation, wire pulling and testing

C. TELEVISION AND VIDEO SYSTEMS Television monitoring and surveillance systems, Video security systems, Video entertainment systems, Video educational systems, Microwave transmission systems, CATV and CCTV

D. SECURITY SYSTEMS Perimeter security systems  
Vibration sensor systems Card access systems Access control systems Sonar/infrared monitoring equipment

E. COMMUNICATIONS SYSTEMS THAT TRANSMIT OR RECEIVE INFORMATION AND/OR CONTROL SYSTEMS THAT ARE INTRINSIC TO THE ABOVE LISTED SYSTEMS SCADA (Supervisory Control and Data Acquisition) PCM (Pulse Code Modulation) Inventory Control Systems Digital Data Systems Broadband and Baseband and Carriers Point of Sale Systems VSAT Data Systems Data Communication

Systems RF and Remote Control Systems Fiber Optic  
 Data Systems WORK EXCLUDED Raceway systems are not covered  
 (excluding Ladder-Rack for the purpose of the above listed  
 systems). Chases and/or nipples (not to exceed 10 feet)  
 may be installed on open wiring systems. Energy management  
 systems. SCADA (Supervisory Control and Data Acquisition)  
 when not intrinsic to the above listed systems (in the  
 scope). Fire alarm systems when installed in raceways  
 (including wire and cable pulling) shall be performed at  
 the electrician wage rate, when either of the following two  
 (2) conditions apply:

1. The project involves new or major remodel building trades  
 construction.
2. The conductors for the fire alarm system are installed in  
 conduit.

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 ELEC0340-003 08/01/2022

ALPINE (West of Sierra Mt. Watershed), AMADOR, BUTTE, COLUSA,  
 EL DORADO (West of Sierra Mt. Watershed), GLENN, LASSEN, NEVADA  
 (West of Sierra Mt. Watershed), PLACER, PLUMAS, SACRAMENTO,  
 SHASTA, SIERRA (West of Sierra Mt. Watershed), SUTTER, TEHAMA,  
 TRINITY, YOLO & YUBA COUNTIES

Rates Fringes

ELECTRICIAN

Remaining area.....	\$ 45.06	34.09
Sierra Army Depot, Herlong..	\$ 48.83	18.54
Tunnel work.....	\$ 41.01	18.54

CABLE SPLICER: Receives 110% of the Electrician basic hourly  
 rate.

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 ELEC0401-005 01/01/2022

ALPINE (east of the main watershed divide), EL DORADO (east of  
 the main watershed divide), NEVADA (east of the main  
 watershed), PLACER (east of the main watershed divide) and  
 SIERRA (east of the main watershed divide) COUNTIES:

Rates Fringes

ELECTRICIAN.....	\$ 42.50	20.95
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ZONE RATE:

70-90 miles - \$8.00 per hour  
 91+ miles - \$10.00 per hour

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ELEC0551-004 06/01/2023

MARIN AND SONOMA COUNTIES

Rates Fringes

ELECTRICIAN.....\$ 56.92 30.16  
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ELEC0551-005 12/01/2022

MARIN & SONOMA COUNTIES

Rates Fringes

Sound & Communications

Installer.....\$ 46.64 25.30  
Technician.....\$ 53.64 25.65

SCOPE OF WORK INCLUDES-

SOUND & VOICE TRANSMISSION (Music, Intercom, Nurse Call, Telephone); FIRE ALARM SYSTEMS [excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs],

TELEVISION & VIDEO SYSTEMS, SECURITY SYSTEMS, COMMUNICATIONS SYSTEMS that transmit or receive information and/or control systems that are intrinsic to the above.

EXCLUDES-

Excludes all other data systems or multiple systems which include control function or power supply; excludes installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excludes energy management systems.

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ELEC0659-006 01/01/2023

DEL NORTE, MODOC and SISKIYOU COUNTIES

Rates Fringes

ELECTRICIAN.....\$ 43.97 19.26  
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ELEC0659-008 02/01/2023

DEL NORTE, MODOC & SISKIYOU COUNTIES

Rates Fringes

Line Construction

(1) Cable Splicer.....	\$ 67.80	4.5%+22.15
(2) Lineman, Pole Sprayer, Heavy Line Equipment Man....	\$ 60.54	4.5%+22.15
(3) Tree Trimmer.....	\$ 37.84	4.5%+14.30
(4) Line Equipment Man.....	\$ 53.82	4.5%+19.40
(5) Powdermen, Jackhammermen.....	\$ 40.37	4.5%+14.30
(6) Groundman.....	\$ 33.37	4.5%+14.30

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ELEC1245-004 06/01/2022

ALL COUNTIES EXCEPT DEL NORTE, MODOC & SISKIYOU

Rates      Fringes

LINE CONSTRUCTION

(1) Lineman; Cable splicer..	\$ 64.40	22.58
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment).....	\$ 50.00	21.30
(3) Groundman.....	\$ 38.23	20.89
(4) Powderman.....	\$ 51.87	18.79

HOLIDAYS: New Year's Day, M.L. King Day, Memorial Day,  
Independence Day, Labor Day, Veterans Day, Thanksgiving Day  
and day after Thanksgiving, Christmas Day

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ELEV0008-001 01/01/2023

Rates      Fringes

ELEVATOR MECHANIC.....\$ 77.61      37.335+a+b

FOOTNOTE:

- a. PAID VACATION: Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for 6 months to 5 years of service.
- b. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

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ENGI0003-008 08/01/2022

Rates      Fringes

Dredging: (DREDGING:  
CLAMSHELL & DIPPER DREDGING;

HYDRAULIC SUCTION DREDGING:)

AREA 1:

(1) Leverman.....	\$ 55.15	35.46
(2) Dredge Dozer; Heavy duty repairman.....	\$ 50.19	35.46
(3) Booster Pump Operator; Deck Engineer; Deck mate; Dredge Tender; Winch Operator.....	\$ 49.07	35.46
(4) Bargeman; Deckhand; Fireman; Leveehand; Oiler..	\$ 45.77	35.46

AREA 2:

(1) Leverman.....	\$ 57.15	35.46
(2) Dredge Dozer; Heavy duty repairman.....	\$ 52.19	35.46
(3) Booster Pump Operator; Deck Engineer; Deck mate; Dredge Tender; Winch Operator.....	\$ 51.07	35.46
(4) Bargeman; Deckhand; Fireman; Leveehand; Oiler..	\$ 47.77	35.46

AREA DESCRIPTIONS

AREA 1: ALAMEDA,BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS, SUTTER, YOLO, AND YUBA COUNTIES

AREA 2: MODOC COUNTY

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

ALPINE COUNTY:

Area 1: Northernmost part  
Area 2: Remainder

CALAVERAS COUNTY:

Area 1: Remainder  
Area 2: Eastern part

COLUSA COUNTY:

Area 1: Eastern part  
Area 2: Remainder

ELDORADO COUNTY:

Area 1: North Central part  
Area 2: Remainder

FRESNO COUNTY:

Area 1: Remainder

Area 2: Eastern part

**GLENN COUNTY:**

Area 1: Eastern part

Area 2: Remainder

**LASSEN COUNTY:**

Area 1: Western part along the Southern portion of border  
with Shasta County

Area 2: Remainder

**MADERA COUNTY:**

Area 1: Except Eastern part

Area 2: Eastern part

**MARIPOSA COUNTY**

Area 1: Except Eastern part

Area 2: Eastern part

**MONTERREY COUNTY**

Area 1: Except Southwestern part

Area 2: Southwestern part

**NEVADA COUNTY:**

Area 1: All but the Northern portion along the border of  
Sierra County

Area 2: Remainder

**PLACER COUNTY:**

Area 1: All but the Central portion

Area 2: Remainder

**PLUMAS COUNTY:**

Area 1: Western portion

Area 2: Remainder

**SHASTA COUNTY:**

Area 1: All but the Northeastern corner

Area 2: Remainder

**SIERRA COUNTY:**

Area 1: Western part

Area 2: Remainder

**SISKIYOU COUNTY:**

Area 1: Central part

Area 2: Remainder

**SONOMA COUNTY:**

Area 1: All but the Northwestern corner

Area 2: Remainder

**TEHAMA COUNTY:**

Area 1: All but the Western border with Mendocino & Trinity

Counties  
Area 2: Remainder

TRINITY COUNTY:  
Area 1: East Central part and the Northeastern border with  
Shasta County  
Area 2: Remainder

TUOLUMNE COUNTY:  
Area 1: Except Eastern part  
Area 2: Eastern part

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ENGI0003-019 06/29/2020

SEE AREA DESCRIPTIONS BELOW

	Rates	Fringes
OPERATOR: Power Equipment (LANDSCAPE WORK ONLY)		
GROUP 1		
AREA 1.....	\$ 39.95	30.28
AREA 2.....	\$ 41.95	30.28
GROUP 2		
AREA 1.....	\$ 36.35	30.28
AREA 2.....	\$ 38.35	30.28
GROUP 3		
AREA 1.....	\$ 31.74	30.28
AREA 2.....	\$ 33.74	30.28

GROUP DESCRIPTIONS:

GROUP 1: Landscape Finish Grade Operator: All finish grade work regardless of equipment used, and all equipment with a rating more than 65 HP.

GROUP 2: Landscape Operator up to 65 HP: All equipment with a manufacturer's rating of 65 HP or less except equipment covered by Group 1 or Group 3. The following equipment shall be included except when used for finish work as long as manufacturer's rating is 65 HP or less: A-Frame and Winch Truck, Backhoe, Forklift, Hydragraphic Seeder Machine, Roller, Rubber-Tired and Track Earthmoving Equipment, Skiploader, Straw Blowers, and Trencher 31 HP up to 65 HP.

GROUP 3: Landscae Utility Operator: Small Rubber-Tired Tractor, Trencher Under 31 HP.

AREA DESCRIPTIONS:

AREA 1: ALAMEDA, BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN,

SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS,  
SUTTER, YOLO, AND YUBA COUNTIES

AREA 2 - MODOC COUNTY

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS  
NOTED BELOW:

ALPINE COUNTY:

Area 1: Northernmost part

Area 2: Remainder

CALAVERAS COUNTY:

Area 1: Except Eastern part

Area 2: Eastern part

COLUSA COUNTY:

Area 1: Eastern part

Area 2: Remainder

DEL NORTE COUNTY:

Area 1: Extreme Southwestern corner

Area 2: Remainder

ELDORADO COUNTY:

Area 1: North Central part

Area 2: Remainder

FRESNO COUNTY

Area 1: Except Eastern part

Area 2: Eastern part

GLENN COUNTY:

Area 1: Eastern part

Area 2: Remainder

HUMBOLDT COUNTY:

Area 1: Except Eastern and Southwestern parts

Area 2: Remainder

LAKE COUNTY:

Area 1: Southern part

Area 2: Remainder

LASSEN COUNTY:

Area 1: Western part along the Southern portion of border  
with Shasta County

Area 2: Remainder

MADERA COUNTY

Area 1: Remainder

Area 2: Eastern part

MARIPOSA COUNTY

Area 1: Remainder  
Area 2: Eastern part

**MENDOCINO COUNTY:**

Area 1: Central and Southeastern parts  
Area 2: Remainder

**MONTEREY COUNTY**

Area 1: Remainder  
Area 2: Southwestern part

**NEVADA COUNTY:**

Area 1: All but the Northern portion along the border of  
Sierra County  
Area 2: Remainder

**PLACER COUNTY:**

Area 1: All but the Central portion  
Area 2: Remainder

**PLUMAS COUNTY:**

Area 1: Western portion  
Area 2: Remainder

**SHASTA COUNTY:**

Area 1: All but the Northeastern corner  
Area 2: Remainder

**SIERRA COUNTY:**

Area 1: Western part  
Area 2: Remainder

**SISKIYOU COUNTY:**

Area 1: Central part  
Area 2: Remainder

**SONOMA COUNTY:**

Area 1: All but the Northwestern corner  
Area 2: Reaminder

**TEHAMA COUNTY:**

Area 1: All but the Western border with mendocino & Trinity  
Counties  
Area 2: Remainder

**TRINITY COUNTY:**

Area 1: East Central part and the Northeaster border with  
Shasta County  
Area 2: Remainder

**TULARE COUNTY;**

Area 1: Remainder  
Area 2: Eastern part

TUOLUMNE COUNTY:

Area 1: Remainder

Area 2: Eastern Part

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ENGI0003-038 06/28/2023

""AREA 1"" WAGE RATES ARE LISTED BELOW

""AREA 2"" RECEIVES AN ADDITIONAL \$2.00 PER HOUR ABOVE AREA 1 RATES.

SEE AREA DEFINITIONS BELOW

Rates Fringes

OPERATOR: Power Equipment  
(AREA 1:)

GROUP 1.....	\$ 60.72	31.03
GROUP 2.....	\$ 59.19	31.03
GROUP 3.....	\$ 57.71	31.03
GROUP 4.....	\$ 56.33	31.03
GROUP 5.....	\$ 55.06	31.03
GROUP 6.....	\$ 53.74	31.03
GROUP 7.....	\$ 52.60	31.03
GROUP 8.....	\$ 51.46	31.03
GROUP 8-A.....	\$ 49.25	31.03

OPERATOR: Power Equipment  
(Cranes and Attachments -  
AREA 1:)

GROUP 1		
Cranes.....	\$ 52.30	31.15
Oiler.....	\$ 43.79	31.15
Truck crane oiler.....	\$ 46.08	31.15
GROUP 2		
Cranes.....	\$ 50.54	31.15
Oiler.....	\$ 42.83	31.15
Truck crane oiler.....	\$ 45.07	31.15
GROUP 3		
Cranes.....	\$ 48.80	31.15
Hydraulic.....	\$ 44.44	31.15
Oiler.....	\$ 42.55	31.15
Truck crane oiler.....	\$ 44.83	31.15
GROUP 4		
Cranes.....	\$ 45.76	31.15

OPERATOR: Power Equipment  
(Piledriving - AREA 1:)

GROUP 1		
Lifting devices.....	\$ 52.64	31.15
Oiler.....	\$ 43.38	31.15
Truck Crane Oiler.....	\$ 45.66	31.15
GROUP 2		
Lifting devices.....	\$ 50.82	31.15

Oiler.....	\$ 43.11	31.15
Truck Crane Oiler.....	\$ 45.41	31.15
GROUP 3		
Lifting devices.....	\$ 49.14	31.15
Oiler.....	\$ 42.89	31.15
Truck Crane Oiler.....	\$ 45.12	31.15
GROUP 4		
Lifting devices.....	\$ 47.37	31.15
GROUP 5		
Lifting devices.....	\$ 44.73	31.15
GROUP 6		
Lifting devices.....	\$ 42.50	31.15
OPERATOR: Power Equipment (Steel Erection - AREA 1:)		
GROUP 1		
Cranes.....	\$ 53.27	31.15
Oiler.....	\$ 43.72	31.15
Truck Crane Oiler.....	\$ 45.95	31.15
GROUP 2		
Cranes.....	\$ 51.50	31.15
Oiler.....	\$ 43.45	31.15
Truck Crane Oiler.....	\$ 45.73	31.15
GROUP 3		
Cranes.....	\$ 50.02	31.15
Hydraulic.....	\$ 45.07	31.15
Oiler.....	\$ 43.23	31.15
Truck Crane Oiler.....	\$ 45.46	31.15
GROUP 4		
Cranes.....	\$ 48.00	31.15
GROUP 5		
Cranes.....	\$ 46.70	31.15
OPERATOR: Power Equipment (Tunnel and Underground Work - AREA 1:)		
SHAFTS, STOPES, RAISES:		
GROUP 1.....	\$ 56.82	31.03
GROUP 1-A.....	\$ 49.99	31.15
GROUP 1A.....	\$ 59.29	31.03
GROUP 2.....	\$ 55.56	31.03
GROUP 3.....	\$ 54.23	31.03
GROUP 4.....	\$ 53.09	31.03
GROUP 5.....	\$ 51.95	31.03
UNDERGROUND:		
GROUP 1.....	\$ 47.42	31.15
GROUP 1-A.....	\$ 49.89	31.15
GROUP 2.....	\$ 46.16	31.15
GROUP 3.....	\$ 44.83	31.15
GROUP 4.....	\$ 43.69	31.15
GROUP 5.....	\$ 42.55	31.15

FOOTNOTE: Work suspended by ropes or cables, or work on a Yo-Yo Cat: \$.60 per hour additional.

## POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Operator of helicopter (when used in erection work); Hydraulic excavator, 7 cu. yds. and over; Power shovels, over 7 cu. yds.

GROUP 2: Highline cableway; Hydraulic excavator, 3-1/2 cu. yds. up to 7 cu. yds.; Licensed construction work boat operator, on site; Power blade operator (finish); Power shovels, over 1 cu. yd. up to and including 7 cu. yds. m.r.c.

GROUP 3: Asphalt milling machine; Cable backhoe; Combination backhoe and loader over 3/4 cu. yds.; Continuous flight tie back machine assistant to engineer or mechanic; Crane mounted continuous flight tie back machine, tonnage to apply; Crane mounted drill attachment, tonnage to apply; Dozer, slope brd; Gradall; Hydraulic excavator, up to 3 1/2 cu. yds.; Loader 4 cu. yds. and over; Long reach excavator; Multiple engine scraper (when used as push pull); Power shovels, up to and including 1 cu. yd.; Pre-stress wire wrapping machine; Side boom cat, 572 or larger; Track loader 4 cu. yds. and over; Wheel excavator (up to and including 750 cu. yds. per hour)

GROUP 4: Asphalt plant engineer/box person; Chicago boom; Combination backhoe and loader up to and including 3/4 cu. yd.; Concrete batch plant (wet or dry); Dozer and/or push cat; Pull- type elevating loader; Gradesetter, grade checker (GPS, mechanical or otherwise); Grooving and grinding machine; Heading shield operator; Heavy-duty drilling equipment, Hughes, LDH, Watson 3000 or similar; Heavy-duty repairperson and/or welder; Lime spreader; Loader under 4 cu. yds.; Lubrication and service engineer (mobile and grease rack); Mechanical finishers or spreader machine (asphalt, Barber-Greene and similar); Miller Formless M-9000 slope paver or similar; Portable crushing and screening plants; Power blade support; Roller operator, asphalt; Rubber-tired scraper, self-loading (paddle-wheels, etc.); Rubber- tired earthmoving equipment (scrapers); Slip form paver (concrete); Small tractor with drag; Soil stabilizer (P & H or equal); Spider plow and spider puller; Tubex pile rig; Unlicensed constuction work boat operator, on site; Timber skidder; Track loader up to 4 yds.; Tractor-drawn scraper; Tractor, compressor drill combination; Welder; Woods-Mixer (and other similar Pugmill equipment)

GROUP 5: Cast-in-place pipe laying machine; Combination slusher and motor operator; Concrete conveyor or concrete pump, truck or equipment mounted; Concrete conveyor, building site; Concrete pump or pumpcrete gun; Drilling equipment, Watson 2000, Texoma 700 or similar; Drilling and boring machinery, horizontal (not to apply to waterliners,

wagon drills or jackhammers); Concrete mixer/all; Person and/or material hoist; Mechanical finishers (concrete) (Clary, Johnson, Bidwell Bridge Deck or similar types); Mechanical burm, curb and/or curb and gutter machine, concrete or asphalt); Mine or shaft hoist; Portable crusher; Power jumbo operator (setting slip-forms, etc., in tunnels); Screed (automatic or manual); Self-propelled compactor with dozer; Tractor with boom D6 or smaller; Trenching machine, maximum digging capacity over 5 ft. depth; Vermeer T-600B rock cutter or similar

GROUP 6: Armor-Coater (or similar); Ballast jack tamper; Boom- type backfilling machine; Assistant plant engineer; Bridge and/or gantry crane; Chemical grouting machine, truck-mounted; Chip spreading machine operator; Concrete saw (self-propelled unit on streets, highways, airports and canals); Deck engineer; Drilling equipment Texoma 600, Hughes 200 Series or similar up to and including 30 ft. m.r.c.; Drill doctor; Helicopter radio operator; Hydro-hammer or similar; Line master; Skidsteer loader, Bobcat larger than 743 series or similar (with attachments); Locomotive; Lull hi-lift or similar; Oiler, truck mounted equipment; Pavement breaker, truck-mounted, with compressor combination; Paving fabric installation and/or laying machine; Pipe bending machine (pipelines only); Pipe wrapping machine (tractor propelled and supported); Screed (except asphaltic concrete paving); Self- propelled pipeline wrapping machine; Tractor; Self-loading chipper; Concrete barrier moving machine

GROUP 7: Ballast regulator; Boom truck or dual-purpose A-frame truck, non-rotating - under 15 tons; Cary lift or similar; Combination slurry mixer and/or cleaner; Drilling equipment, 20 ft. and under m.r.c.; Firetender (hot plant); Grouting machine operator; Highline cableway signalperson; Stationary belt loader (Kolman or similar); Lift slab machine (Vagtborg and similar types); Maginnes internal full slab vibrator; Material hoist (1 drum); Mechanical trench shield; Pavement breaker with or without compressor combination); Pipe cleaning machine (tractor propelled and supported); Post driver; Roller (except asphalt); Chip Seal; Self-propelled automatically applied concrete curing machine (on streets, highways, airports and canals); Self-propelled compactor (without dozer); Signalperson; Slip-form pumps (lifting device for concrete forms); Tie spacer; Tower mobile; Trenching machine, maximum digging capacity up to and including 5 ft. depth; Truck- type loader

GROUP 8: Bit sharpener; Boiler tender; Box operator; Brakeperson; Combination mixer and compressor (shotcrete/gunite); Compressor operator; Deckhand; Fire tender; Forklift (under 20 ft.); Generator; Gunite/shotcrete equipment operator; Hydraulic monitor; Ken seal machine (or similar); Mixermobile; Oiler; Pump

operator; Refrigeration plant; Reservoir-debris tug (self-propelled floating); Ross Carrier (construction site); Rotomist operator; Self-propelled tape machine; Shuttlecar; Self-propelled power sweeper operator (includes vacuum sweeper); Slusher operator; Surface heater; Switchperson; Tar pot firetender; Tugger hoist, single drum; Vacuum cooling plant; Welding machine (powered other than by electricity)

GROUP 8-A: Elevator operator; Skidsteer loader-Bobcat 743 series or smaller, and similar (without attachments); Mini excavator under 25 H.P. (backhoe-trencher); Tub grinder wood chipper

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## ALL CRANES AND ATTACHMENTS

GROUP 1: Clamshell and dragline over 7 cu. yds.; Crane, over 100 tons; Derrick, over 100 tons; Derrick barge pedestal-mounted, over 100 tons; Self-propelled boom-type lifting device, over 100 tons

GROUP 2: Clamshell and dragline over 1 cu. yd. up to and including 7 cu. yds.; Crane, over 45 tons up to and including 100 tons; Derrick barge, 100 tons and under; Self-propelled boom-type lifting device, over 45 tons; Tower crane

GROUP 3: Clamshell and dragline up to and including 1 cu. yd.; Cranes 45 tons and under; Self-propelled boom-type lifting device 45 tons and under;

GROUP 4: Boom Truck or dual purpose A-frame truck, non-rotating over 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) over 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) - under 15 tons;

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## PILEDRIVERS

GROUP 1: Derrick barge pedestal mounted over 100 tons; Clamshell over 7 cu. yds.; Self-propelled boom-type lifting device over 100 tons; Truck crane or crawler, land or barge mounted over 100 tons

GROUP 2: Derrick barge pedestal mounted 45 tons to and including 100 tons; Clamshell up to and including 7 cu. yds.; Self-propelled boom-type lifting device over 45 tons; Truck crane or crawler, land or barge mounted, over 45 tons up to and including 100 tons; Fundex F-12 hydraulic pile rig

GROUP 3: Derrick barge pedestal mounted under 45 tons; Self-propelled boom-type lifting device 45 tons and under; Skid/scow piledriver, any tonnage; Truck crane or crawler, land or barge mounted 45 tons and under

GROUP 4: Assistant operator in lieu of assistant to engineer; Forklift, 10 tons and over; Heavy-duty repairperson/welder

GROUP 5: Deck engineer

GROUP 6: Deckhand; Fire tender

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### STEEL ERECTORS

GROUP 1: Crane over 100 tons; Derrick over 100 tons; Self-propelled boom-type lifting device over 100 tons

GROUP 2: Crane over 45 tons to 100 tons; Derrick under 100 tons; Self-propelled boom-type lifting device over 45 tons to 100 tons; Tower crane

GROUP 3: Crane, 45 tons and under; Self-propelled boom-type lifting device, 45 tons and under

GROUP 4: Chicago boom; Forklift, 10 tons and over; Heavy-duty repair person/welder

GROUP 5: Boom cat

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### TUNNEL AND UNDERGROUND WORK

GROUP 1-A: Tunnel bore machine operator, 20' diameter or more

GROUP 1: Heading shield operator; Heavy-duty repairperson; Mucking machine (rubber tired, rail or track type); Raised bore operator (tunnels); Tunnel mole bore operator

GROUP 2: Combination slusher and motor operator; Concrete pump or pumcrete gun; Power jumbo operator

GROUP 3: Drill doctor; Mine or shaft hoist

GROUP 4: Combination slurry mixer cleaner; Grouting Machine operator; Motorman

GROUP 5: Bit Sharpener; Brakeman; Combination mixer and compressor (gunite); Compressor operator; Oiler; Pump

operator; Slusher operator

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AREA DESCRIPTIONS:

POWER EQUIPMENT OPERATORS, CRANES AND ATTACHMENTS, TUNNEL AND UNDERGROUND [These areas do not apply to Piledrivers and Steel Erectors]

AREA 1: DEL NORTE, HUMBOLDT, LAKE, MENDOCINO  
AREA 2 -NOTED BELOW

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

DEL NORTE COUNTY:

Area 1: Extreme Southwest corner  
Area 2: Remainder

HUMBOLDT COUNTY:

Area 1: Except Eastern and Southwestern parts  
Area 2: Remainder

LAKE COUNTY:

Area 1: Southern part  
Area 2: Remainder

MENDOCINO COUNTY:

Area 1: Central and Southeastern Parts  
Area 2: Remainder

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IRON0118-012 01/01/2023

ALPINE, LASSEN, MODOC, SISKIYOU and TRINITY COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 41.00	33.70

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IRON0118-013 01/01/2023

AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, MARIN, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SOLANO, SONOMA, SUTTER, TEHAMA, YOLO and YUBA COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 46.20	34.30

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LABO0067-003 06/26/2023

AREA ""1"" - MARIN and NAPA COUNTIES

AREA ""2"" - ALPINE, AMADOR, BUTTE COLUSA EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA, SUTTER, TEHAMA, TRINITY, YOLO, AND YUBA COUNTIES

Rates Fringes

LABORER (ASBESTOS/MOLD/LEAD LABORER)

Marin and Napa Counties.....	\$ 36.50	28.34
Remaining Counties.....	\$ 35.50	28.34

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LABO0067-005 06/27/2022

AREA ""A"" - ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO AND SANTA CLARA COUNTIES

AREA ""B"" - ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, DEL NORTE, EL DORADO, FRESNO, GLENN, HUMBOLDT, KINGS, LAKE, LASSEN, MADERA, MARIPOSA, MENDOCINO, MERCED, MODOC, MONTEREY, NEVADA, PLACER, PLUMAS, SANCREMENTO, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, SIERRA, SHASTA, SISKIYOU, STANISLAUS, TEHAMA, TRINITY, TULARE, TUOLUMNE, YOLO AND YUBA COUNTIES

Rates Fringes

LABORER (TRAFFIC CONTROL/LANE CLOSURE)

Escort Driver, Flag Person		
Area A.....	\$ 36.01	26.10
Area B.....	\$ 35.01	26.10
Traffic Control Person I		
Area A.....	\$ 36.31	26.10
Area B.....	\$ 35.31	26.10
Traffic Control Person II		
Area A.....	\$ 33.81	26.10
Area B.....	\$ 32.81	26.10

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

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LABO0185-002 07/01/2022

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO AND YUBA COUNTIES

Rates Fringes

LABORER

Mason Tender-Brick.....\$ 35.29 25.21

LABO0185-005 06/26/2023

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO AND YUBA COUNTIES

Rates Fringes

Tunnel and Shaft Laborers:

GROUP 1.....\$ 45.89 27.72
GROUP 2.....\$ 45.66 27.72
GROUP 3.....\$ 45.41 27.72
GROUP 4.....\$ 44.96 27.72
GROUP 5.....\$ 44.42 27.72
Shotcrete Specialist.....\$ 46.41 27.72

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0185-006 06/25/2018

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC,

NEVADA, PLACER, PLUMAS, SACRAMENTO, SHIESTA, SIERRA, SISKIYOU,  
SUTTER, TEHAMA, TRINITY, YOLO, YUBA COUNTIES

Rates Fringes

LABORER (CONSTRUCTION CRAFT

LABORERS - AREA B:)

Construction Specialist

Group.....	\$ 30.49	23.20
GROUP 1.....	\$ 29.79	23.20
GROUP 1-a.....	\$ 30.01	23.20
GROUP 1-c.....	\$ 30.01	23.20
GROUP 1-e.....	\$ 30.34	23.20
GROUP 1-f.....	\$ 30.37	23.20
GROUP 2.....	\$ 29.64	23.20
GROUP 3.....	\$ 29.54	23.20
GROUP 4.....	\$ 23.23	23.20

See groups 1-b and 1-d under laborer classifications.

LABORER (GARDENERS,

HORTICULTURAL & LANDSCAPE

LABORERS - AREA B:)

(1) New Construction.....	\$ 29.54	23.20
(2) Establishment Warranty Period.....	\$ 23.23	23.20

LABORER (GUNITITE - AREA B:)

GROUP 1.....	\$ 29.75	22.31
GROUP 2.....	\$ 29.25	22.31
GROUP 3.....	\$ 28.66	22.31
GROUP 4.....	\$ 28.54	22.31

LABORER (WRECKING - AREA B:)

GROUP 1.....	\$ 29.79	23.20
GROUP 2.....	\$ 29.64	23.20

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive \$0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker;  
Chainsaw; Laser beam in connection with laborers' work;  
Cast-in- place manhole form setter; Pressure pipelayer;  
Davis trencher - 300 or similar type (and all small  
trenchers); Blaster; Diamond driller; Multiple unit drill;  
Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker

and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and buckler; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive \$4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shall receive \$5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive \$ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:

A: at demolition site for the salvage of the material.

B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.

C: for the cleaning of salvage material at the jobsite or

temporary jobsite yard.

The material cleaner classification should not be used in the performance of "form stripping, cleaning and oiling and moving to the next point of erection".

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GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

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WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

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LABO0185-008 07/01/2022

	Rates	Fringes
Plasterer tender.....	\$ 38.02	28.25

Work on a swing stage scaffold: \$1.00 per hour additional.

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LABO0261-002 06/28/2021

MARIN COUNTY

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..	\$ 34.48	26.21
Traffic Control Person I....	\$ 34.78	26.21
Traffic Control Person II...	\$ 32.28	26.21

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash

cushions.

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LABO0261-004 06/26/2023

MARIN COUNTY

Rates      Fringes

Tunnel and Shaft Laborers:

GROUP 1.....	\$ 45.89	27.72
GROUP 2.....	\$ 45.66	27.72
GROUP 3.....	\$ 45.41	27.72
GROUP 4.....	\$ 44.96	27.72
GROUP 5.....	\$ 44.42	27.72
Shotcrete Specialist.....	\$ 46.41	27.72

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

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LABO0261-007 07/01/2022

MARIN COUNTY

Rates      Fringes

LABORER

Mason Tender-Brick.....	\$ 36.54	25.21
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LABO0261-010 06/25/2018

MARIN COUNTY

Rates Fringes

LABORER (CONSTRUCTION CRAFT

LABORERS - AREA A:)

Construction Specialist

Group.....	\$ 31.49	23.20
GROUP 1.....	\$ 30.79	23.20
GROUP 1-a.....	\$ 31.01	23.20
GROUP 1-c.....	\$ 30.84	23.20
GROUP 1-e.....	\$ 31.34	23.20
GROUP 1-f.....	\$ 31.37	23.20
GROUP 2.....	\$ 30.64	23.20
GROUP 3.....	\$ 30.54	23.20
GROUP 4.....	\$ 24.23	23.20

See groups 1-b and 1-d under laborer classifications.

LABORER (GARDENERS,  
HORTICULTURAL & LANDSCAPE

LABORERS - AREA A:)

(1) New Construction.....	\$ 30.54	23.20
(2) Establishment Warranty Period.....	\$ 24.23	23.20

LABORER (GUNITE - AREA A:)

GROUP 1.....	\$ 30.75	22.31
GROUP 2.....	\$ 30.25	22.31
GROUP 3.....	\$ 29.66	22.31
GROUP 4.....	\$ 29.54	22.31

LABORER (WRECKING - AREA A:)

GROUP 1.....	\$ 30.79	23.20
GROUP 2.....	\$ 30.64	23.20

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive \$0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander,

pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Lead Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and buckler; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive \$4.00 per day above Group 1 wage rates. "Sewer cleaner" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shall receive \$5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive \$ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:

A: at demolition site for the salvage of the material.

B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.

C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of "form stripping, cleaning and oiling and moving to the next point of erection".

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GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Guniting laborer  
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WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)  
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LABO0261-015 07/01/2022

	Rates	Fringes
Plasterer tender.....	\$ 38.02	28.25

Work on a swing stage scaffold: \$1.00 per hour additional.  
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LABO0324-004 06/28/2021

NAPA, SOLANO, AND SONOMA, COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..	\$ 33.48	26.21
Traffic Control Person I....	\$ 33.78	26.21
Traffic Control Person II...	\$ 31.28	26.21

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

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LABO0324-008 06/26/2023

NAPA, SOLANO, AND SONOMA COUNTIES

Rates      Fringes

Tunnel and Shaft Laborers:

GROUP 1.....	\$ 45.89	27.72
GROUP 2.....	\$ 45.66	27.72
GROUP 3.....	\$ 45.41	27.72
GROUP 4.....	\$ 44.96	27.72
GROUP 5.....	\$ 44.42	27.72
Shotcrete Specialist.....	\$ 46.41	27.72

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

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LABO0324-010 07/01/2022

SOLANO AND SONOMA COUNTIES

Rates      Fringes

LABORER

Mason Tender-Brick.....	\$ 35.84	25.91
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LABO0324-013 06/25/2018

NAPA, SOLANO, AND SONOMA COUNTIES

Rates Fringes

LABORER (CONSTRUCTION CRAFT  
LABORERS - AREA B:)

Construction Specialist		
Group.....	\$ 30.49	23.20
GROUP 1.....	\$ 29.79	23.20
GROUP 1-a.....	\$ 30.01	23.20
GROUP 1-c.....	\$ 29.84	23.20
GROUP 1-e.....	\$ 30.34	23.20
GROUP 1-f.....	\$ 29.37	23.20
GROUP 2.....	\$ 29.64	23.20
GROUP 3.....	\$ 29.54	23.20
GROUP 4.....	\$ 23.23	23.20

See groups 1-b and 1-d under laborer classifications.

LABORER (GARDENERS,  
HORTICULTURAL & LANDSCAPE  
LABORERS - AREA B:)

(1) New Construction.....	\$ 29.54	23.20
(2) Establishment Warranty		
Period.....	\$ 23.23	23.20

LABORER (GUNITE - AREA B:)

GROUP 1.....	\$ 29.75	22.31
GROUP 2.....	\$ 29.25	22.31
GROUP 3.....	\$ 28.66	22.31
GROUP 4.....	\$ 28.54	22.31

LABORER (WRECKING - AREA B:)

GROUP 1.....	\$ 29.79	23.20
GROUP 2.....	\$ 29.64	23.20

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive \$0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

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LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified

hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and buckler; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive \$4.00 per day above Group 1 wage rates. "Sewer cleaner" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shall receive \$5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All

employees performing work covered herein shall receive \$ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

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-----

WRECKING WORK LABORER CLASSIFICATIONS

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GROUP 2: Semi-skilled wrecker (salvaging of other building materials)  
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LABO0324-019 07/01/2022

	Rates	Fringes
Plasterer tender.....	\$ 38.02	28.25

Work on a swing stage scaffold: \$1.00 per hour additional.  
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PAIN0016-004 01/01/2023

MARIN, NAPA, SOLANO & SONOMA COUNTIES

	Rates	Fringes
Painters:.....	\$ 47.42	27.28

PREMIUMS:

EXOTIC MATERIALS - \$1.25 additional per hour.

SPRAY WORK: - \$0.50 additional per hour.

INDUSTRIAL PAINTING - \$0.25 additional per hour

[Work on industrial buildings used for the manufacture and processing of goods for sale or service; steel construction (bridges), stacks, towers, tanks, and similar structures]

HIGH WORK:

over 50 feet - \$2.00 per hour additional

100 to 180 feet - \$4.00 per hour additional

Over 180 feet - \$6.00 per hour additional

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PAIN0016-005 07/01/2023

ALPINE, BUTTE, COLUSA, EL DORADO (west of the Sierra Nevada Mountains), GLENN, LASSEN (west of Hwy. 395, excluding Honey Lake); MARIN, MODOC, NAPA, NEVADA (west of the Sierra Nevada Mountains), PLACER (west of the Sierra Nevada Mountains), PLUMAS, SACRAMENTO, SHASTA, SIERRA (west of the Sierra Nevada Mountains), SISKIYOU, SOLANO, SONOMA, SUTTER, TEHAMA, TRINITY, YOLO AND YUBA COUNTIES

Rates Fringes

DRYWALL FINISHER/TAPER.....\$ 56.28 29.94

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PAIN0016-007 01/01/2023

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO (west of the Sierra Nevada Mountains), GLENN, LASSEN (west of Highway 395, excluding Honey Lake), MODOC, NEVADA (west of the Sierra Nevada Mountains), PLACER (west of the Sierra Nevada Mountains), PLUMAS, SACRAMENTO, SHASTA, SIERRA (west of the Sierra Nevada Mountains), SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO & YUBA COUNTIES

Rates Fringes

Painters:.....\$ 38.23 22.05

SPRAY/SANDBLAST: \$0.50 additional per hour.  
EXOTIC MATERIALS: \$1.25 additional per hour.  
HIGH TIME: Over 50 ft above ground or water level \$2.00 additional per hour. 100 to 180 ft above ground or water level \$4.00 additional per hour. Over 180 ft above ground or water level \$6.00 additional per hour.

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PAIN0016-008 01/01/2023

MARIN, NAPA, SOLANO AND SONOMA COUNTIES

Rates Fringes

SOFT FLOOR LAYER.....\$ 55.25 32.63

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PAIN0169-004 01/01/2023

MARIN, NAPA & SONOMA COUNTIES; SOLANO COUNTY (west of a line defined as follows: Hwy. 80 corridor beginning at the City of Fairfield, including Travis Air Force Base and Suisun City;

going north of Manakas Corner Rd., continue north on Suisun Valley Rd. to the Napa County line; Hwy. 80 corridor south on Grizzly Island Rd. to the Grizzly Island Management area)

Rates Fringes

GLAZIER.....\$ 55.77 32.45

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\* PAIN0567-001 07/01/2022

EL DORADO COUNTY (east of the Sierra Nevada Mountains); LASSEN COUNTY (east of Highway 395, beginning at Stacey and including Honey Lake); NEVADA COUNTY (east of the Sierra Nevada Mountains); PLACER COUNTY (east of the Sierra Nevada Mountains); AND SIERRA COUNTY (east of the Sierra Nevada Mountains)

Rates Fringes

Painters:

Brush and Roller.....\$ 33.15 14.29  
Spray Painter & Paperhanger.\$ 34.81 14.29

PREMIUMS:

Special Coatings (Brush), and Sandblasting = \$0.50/hr  
Special Coatings (Spray), and Steeplejack = \$1.00/hr  
Special Coating Spray Steel = \$1.25/hr  
Swing Stage = \$2.00/hr

\*A special coating is a coating that requires the mixing of 2 or more products.

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PAIN0567-007 07/01/2022

EL DORADO COUNTY (east of the Sierra Nevada Mountains); LASSEN COUNTY (east of Highway 395, beginning at Stacey and including Honey Lake); NEVADA COUNTY (east of the Sierra Nevada Mountains); PLACER COUNTY (east of the Sierra Nevada Mountains) AND SIERRA COUNTY (east of the Sierra Nevada Mountains)

Rates Fringes

SOFT FLOOR LAYER.....\$ 34.27 16.47

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PAIN0567-010 07/01/2022

EL DORADO COUNTY (east of the Sierra Nevada Mountains); LASSEN COUNTY (east of Highway 395, beginning at Stacey and including Honey Lake); NEVADA COUNTY (east of the Sierra Nevada Mountains); PLACER COUNTY (east of the Sierra Nevada Mountains)

Mountains); AND SIERRA COUNTY (east of the Sierra Nevada Mountains)

Rates Fringes

Drywall

(1) Taper.....	\$ 38.92	14.99
(2) Steeplejack - Taper, over 40 ft with open space below.....	\$ 40.42	14.99

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PAIN0767-004 01/01/2023

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SOLANO (Remainder), SUTTER, TEHAMA, TRINITY, YOLO, YUBA

Rates Fringes

GLAZIER.....	\$ 43.15	33.72
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PAID HOLIDAYS: New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day.

Employee required to wear a body harness shall receive \$1.50 per hour above the basic hourly rate at any elevation.

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PAIN1176-001 07/01/2022

HIGHWAY IMPROVEMENT

Rates Fringes

Parking Lot Striping/Highway Marking:

GROUP 1.....	\$ 40.83	17.62
GROUP 2.....	\$ 34.71	17.62
GROUP 3.....	\$ 35.11	17.62

CLASSIFICATIONS

GROUP 1: Striper: Layout and application of painted traffic stripes and marking; hot thermo plastic; tape, traffic stripes and markings

GROUP 2: Gamecourt & Playground Installer

GROUP 3: Protective Coating, Pavement Sealing

ALPINE; COLUSA; EL DORADO (west of the Sierra Nevada Mountains); GLENN; LASSEN (west of Highway 395, beginning at Stacey and including Honey Lake); MODOC; NEVADA (west of the Sierra Nevada Mountains); PLACER (west of the Sierra Nevada Mountains); PLUMAS; SACRAMENTO; SHASTA; SIERRA (west of the Sierra Nevada Mountains); SISKIYOU; SUTTER; TEHAMA; TRINITY; YOLO AND YUBA COUNTIES

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 46.24	25.96

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 PLAS0300-003 07/01/2018

	Rates	Fringes
PLASTERER		
AREA 295: Alpine, Amador, Butte, Colusa, El Dorado, Glenn, Lassen, Modoc, Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Siskiyou, Solano, Sutter, Tehema, Trinity, Yolo & Yuba Counties.....	\$ 32.70	31.68
AREA 355: Marin.....	\$ 36.73	31.68
AREA 355: Napa & Sonoma Counties.....	\$ 32.70	31.68

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 PLAS0300-005 07/01/2016

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 32.15	23.27

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 PLUM0038-002 07/01/2022

MARIN AND SONOMA COUNTIES

	Rates	Fringes
PLUMBER (Plumber, Steamfitter, Refrigeration Fitter)		
(1) Work on wooden frame structures 5 stories or less excluding high-rise buildings and commercial work such as hospitals, prisons, hotels, schools, casinos, wastewater		

treatment plants, and  
 resarch facilities as well  
 as refrigeration  
 pipefitting, service and  
 repair work - MARKET  
 RECOVERY RATE.....\$ 69.70      46.38  
 (2) All other work - NEW  
 CONSTRUCTION RATE.....\$ 82.00      48.18

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 PLUM0038-006 07/01/2022

MARIN & SONOMA COUNTIES

	Rates	Fringes
Landscape/Irrigation Fitter (Underground/Utility Fitter).....	\$ 69.70	33.15

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 PLUM0228-001 01/01/2023

BUTTE, COLUSA, GLENN, LASSEN, MODOC, PLUMAS, SHASTA, SIERRA,  
 SISKIYOU, SUTTER, TEHAMA, TRINITY & YUBA COUNTIES

	Rates	Fringes
PLUMBER.....	\$ 44.75	37.89

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 PLUM0343-001 07/01/2022

NAPA AND SOLANO COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER		
Light Commercial.....	\$ 30.85	20.40
All Other Work.....	\$ 58.00	40.48

DEFINITION OF LIGHT COMMERCIAL:  
 Work shall include strip shopping centers, office buildings,  
 schools and other commercial structures which the total  
 plumbing bid does not exceed Two Hundred and Fifty Thousand  
 (\$250,000) and the total heating and cooling does not  
 exceed Two Hundred Fifty Thousand (\$250,000); or Any  
 projects bid in phases shall not qualify unless the total  
 project is less than Two Hundred Fifty Thousand (\$250,000)  
 for the plumbing bid; and Two Hundred Fifty Thousand  
 (\$250,000) for the heating and cooling bid. Excluded are  
 hospitals, jails, institutions and industrial projects,  
 regardless size of the project

FOOTNOTES: While fitting galvanized material: \$.75 per hour  
 additional. Work from trusses, temporary staging,  
 unguarded structures 35' from the ground or water: \$.75 per

hour additional. Work from swinging scaffolds, boatswains chairs or similar devices: \$.75 per hour additional.

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PLUM0350-001 08/01/2021

EL DORADO COUNTY (Lake Tahoe area only); NEVADA COUNTY (Lake Tahoe area only); AND PLACER COUNTY (Lake Tahoe area only)

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 47.54	17.11

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PLUM0355-001 07/01/2022

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SOLANO, SUTTER, TEHAMA, TRINITY, YOLO, AND YUBA COUNTIES

	Rates	Fringes
Underground Utility Worker /Landscape Fitter.....	\$ 32.22	17.55

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PLUM0442-003 07/01/2023

AMADOR (South of San Joaquin River) and ALPINE COUNTIES

	Rates	Fringes
PLUMBER.....	\$ 51.90	35.64

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PLUM0447-001 07/01/2023

AMADOR (north of San Joaquin River), EL DORADO (excluding Lake Tahoe area), NEVADA (excluding Lake Tahoe area); PLACER (excluding Lake Tahoe area), SACRAMENTO AND YOLO COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER		
Journeyman.....	\$ 61.12	28.75
Light Commercial Work.....	\$ 36.23	17.72

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\* ROOF0081-006 08/01/2023

MARIN, NAPA, SOLANO AND SONOMA COUNTIES

	Rates	Fringes
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Roofer.....\$ 52.47      22.31

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\* ROOF0081-007 08/01/2023

ALPINE, BUTTE, COLUSA, EL DORADO, GLENN,LASSEN, MODOC, NEVADA,  
PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER,  
TEHAMA, TRINITY, YOLO, AND YUBA COUNTIES

Rates      Fringes

Roofer.....\$ 46.73      21.36

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SFCA0483-003 01/01/2023

MARIN, NAPA, SOLANO AND SONOMA COUNTIES

Rates      Fringes

SPRINKLER FITTER (Fire  
Sprinklers).....\$ 72.59      36.95

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SFCA0669-003 04/01/2023

ALPINE, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA,  
PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER,  
TEHAMA, TRINITY, YOLO AND YUBA COUNTIES

Rates      Fringes

SPRINKLER FITTER.....\$ 46.46      27.39

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SHEE0104-006 06/29/2020

MARIN, NAPA, SOLANO SONOMA & TRINITY COUNTIES

Rates      Fringes

Sheet Metal Worker  
Mechanical Contracts  
\$200,000 or less.....\$ 55.92      45.29  
All other work.....\$ 64.06      46.83

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SHEE0104-009 07/01/2021

AMADOR, COLUSA, EL DORADO, NEVADA, PLACER, SACRAMENTO, SUTTER,  
YOLO AND YUBA COUNTIES

Rates      Fringes

SHEET METAL WORKER.....\$ 47.85      41.90

SHEE0104-010 07/01/2020

AIPINE COUNTY

Rates Fringes

SHEET METAL WORKER.....\$ 43.50 37.42

SHEE0104-011 07/01/2020

BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, YOLO AND YUBA COUNTIES

Rates Fringes

Sheet Metal Worker (Metal decking and siding only).....\$ 44.45 35.55

SHEE0104-014 07/01/2020

MARIN, NAPA, SOLANO, SONOMA AND TRINITY COUNTIES

Rates Fringes

SHEET METAL WORKER (Metal Decking and Siding only).....\$ 44.45 35.55

SHEE0104-019 07/01/2020

BUTTE, GLENN, LASSEN, MODOC, PLUMAS, SHASTA, SIERRA, SISKIYOU AND TEHAMA COUNTIES

Rates Fringes

SHEET METAL WORKER  
Mechanical Jobs \$200,000 & under.....\$ 35.16 35.88  
Mechanical Jobs over \$200,000.....\$ 46.60 40.21

TEAM0094-001 07/01/2022

Rates Fringes

Truck drivers:

GROUP 1.....\$ 36.95 31.14  
GROUP 2.....\$ 37.25 31.14  
GROUP 3.....\$ 37.55 31.14  
GROUP 4.....\$ 37.90 31.14  
GROUP 5.....\$ 38.25 31.14

## FOOTNOTES:

Articulated dump truck; Bulk cement spreader (with or without auger); Dumpcrete truck; Skid truck (debris box); Dry pre-batch concrete mix trucks; Dumpster or similar type; Slurry truck: Use dump truck yardage rate.  
Heater planer; Asphalt burner; Scarifier burner; Industrial lift truck (mechanical tailgate); Utility and clean-up truck: Use appropriate rate for the power unit or the equipment utilized.

## TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Dump trucks, under 6 yds.; Single unit flat rack (2-axle unit); Nipper truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump machine; Fork lift and lift jitneys; Fuel and/or grease truck driver or fuel person; Snow buggy; Steam cleaning; Bus or personhaul driver; Escort or pilot car driver; Pickup truck; Teamster oiler/greaser and/or serviceworker; Hook tender (including loading and unloading); Team driver; Tool room attendant (refineries)

GROUP 2: Dump trucks, 6 yds. and under 8 yds.; Transit mixers, through 10 yds.; Water trucks, under 7,000 gals.; Jetting trucks, under 7,000 gals.; Single-unit flat rack (3-axle unit); Highbed heavy duty transport; Scissor truck; Rubber-tired muck car (not self-loaded); Rubber-tired truck jumbo; Winch truck and "A" frame drivers; Combination winch truck with hoist; Road oil truck or bootperson; Buggymobile; Ross, Hyster and similar straddle carriers; Small rubber-tired tractor

GROUP 3: Dump trucks, 8 yds. and including 24 yds.; Transit mixers, over 10 yds.; Water trucks, 7,000 gals. and over; Jetting trucks, 7,000 gals. and over; Vacuum trucks under 7500 gals. Trucks towing tilt bed or flat bed pull trailers; Lowbed heavy duty transport; Heavy duty transport tiller person; Self-propelled street sweeper with self-contained refuse bin; Boom truck - hydro-lift or Swedish type extension or retracting crane; P.B. or similar type self-loading truck; Tire repairperson; Combination bootperson and road oiler; Dry distribution truck (A bootperson when employed on such equipment, shall receive the rate specified for the classification of road oil trucks or bootperson); Ammonia nitrate distributor, driver and mixer; Snow Go and/or plow

GROUP 4: Dump trucks, over 25 yds. and under 65 yds.; Water pulls - DW 10's, 20's, 21's and other similar equipment when pulling Aqua/pak or water tank trailers; Helicopter pilots (when transporting men and materials); Lowbed Heavy Duty Transport up to including 7 axles; DW10's, 20's, 21's

and other similar Cat type, Terra Cobra, LeTourneau Pulls, Tournorocker, Euclid and similar type equipment when pulling fuel and/or grease tank trailers or other miscellaneous trailers; Vacuum Trucks 7500 gals and over and truck repairman

GROUP 5: Dump trucks, 65 yds. and over; Holland hauler; Low bed Heavy Duty Transport over 7 axles

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

### Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is

based.

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## WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board

4.) All decisions by the Administrative Review Board are final.



END OF GENERAL DECISIO"

## **AGREEMENT FOR CONSULTANT SERVICES**

This agreement (“Agreement”), dated as of April 3, 2024 (“Effective Date”) is by and between the Sonoma-Marín Area Rail Transit District (hereinafter “SMART”), and 4Leaf, Inc. (hereinafter “Consultant”).

### RECITALS

WHEREAS, Consultant represents that it is a duly qualified, licensed, and experienced in the areas of construction management support services, including resident engineer services, civil inspector services, electrical inspector services, and train control systems inspector services; and

WHEREAS, in the judgment of the Board of Directors of SMART or District, it is necessary and desirable to employ the services of Consultant to provide construction management support services, including resident engineer services, civil inspector services, electrical inspector services, and train control systems inspector services on a task-order basis; and

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

### AGREEMENT

#### **ARTICLE 1. RECITALS.**

Section 1.01        The above Recitals are true and correct.

#### **ARTICLE 2. LIST OF EXHIBITS.**

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

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

#### **ARTICLE 3. REQUEST FOR SERVICES.**

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

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

#### **ARTICLE 4. SCOPE OF SERVICES.**

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

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

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

Section 4.04 Assigned Personnel.

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

Bert Gross, Brian Sutliff, Jim Ewertsen, Jon Blank, Steve Cozad, Paul Bernheisl, Mike Waldron, Rob Alderete, John Rebenstorff, Earl Eldreth, Ron Hoff, Tony Tierra, and Kaydi McNaughton.

## ARTICLE 5. PAYMENT.

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

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

Section 5.02 Consultant will be reimbursed for hours worked at the hourly rates specified in **Exhibit B**. The specified hourly rates shall include direct salary costs, employee benefits, prevailing wages, employer payments, overhead, and fee. These rates are not adjustable for the performance period set forth in this Agreement. In addition, Consultant shall be reimbursed for incurred (actual) direct costs other than salary costs that are identified in **Exhibit B** and authorized in the executed Task Order. Task Orders may be negotiated for a lump sum (Firm Fixed Price) or for specific rates of compensation, both of which must be based on the labor and other rates set forth in the **Exhibit B**.

Section 5.03 Consultant shall be responsible for any future adjustments to prevailing wage rates including, but not limited to, base hourly rates and employer payments as determined by the Department of Industrial Relations. Consultant is responsible for paying the appropriate rate, including escalations that take place during the term of the Agreement.

Section 5.04 The total amount payable by SMART for all Task Orders resulting from this Agreement shall not exceed \$7,000,000. It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under this Agreement through Task Orders.

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

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

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

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

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

## **ARTICLE 6. TERM OF AGREEMENT.**

Section 6.01 The term of this Agreement shall remain in effect through December 31, 2028 or whenever the maximum not-to-exceed amount is reached, unless terminated earlier in accordance with the provisions of **Article 7** below. The period of performance for each specific project shall be in accordance with the Task Order for that project. No Task Order will be written which extends beyond the expiration date of this Agreement.

## **ARTICLE 7. TERMINATION.**

Section 7.01 Termination Without Cause. The District's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the District for any payment may arise until funds are made available by the District for this contract and until the Contractor or Consultant receives notice of such availability, as such and notwithstanding any other provision of this Agreement, at any time and without cause, SMART shall have the right, at their sole discretion, to terminate this Agreement by giving 30 days written notice to the other party.

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

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

Section 7.04 Payment Upon Termination. Upon termination of this Agreement by SMART, Consultant shall be entitled to receive as full payment for all services satisfactorily rendered and expenses incurred hereunder, an amount which bears the same ratio to the total payment specified in the Agreement as the services satisfactorily rendered hereunder by Consultant bear to the total services otherwise required to be performed for such total payment;

provided, however, that if services are to be paid on an hourly or daily basis, then Consultant shall be entitled to receive as full payment an amount equal to the number of hours or days actually worked prior to termination times the applicable hourly or daily rate; provided further that if SMART terminates the Agreement for cause pursuant to **Section 7.02**, SMART shall deduct from such amount the amount of damage, if any, sustained by SMART by virtue of the breach of the Agreement by Consultant.

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

## **ARTICLE 8. INDEMNIFICATION**

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

## **ARTICLE 9. INSURANCE.**

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

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

Section 9.02 General Liability Insurance. Commercial General Liability insurance covering products-completed and ongoing operations, property damage, bodily injury and personal injury using an occurrence policy form, in an amount no less than \$2,000,000 per occurrence, and \$4,000,000 aggregate. Said policy shall include a Railroads CG 24 17 endorsement removing the exclusion of coverage, if applicable, for bodily injury or property

damage arising out of operations within 50 feet of any railroad property and affecting any railroad bridge, trestle, tracks, roadbeds, tunnel, underpass or crossing as appropriate.

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

Section 9.04 Professional Liability Insurance (Errors and Omissions). Professional Liability insurance with limit no less than \$5,000,000 per occurrence or claim.

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

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

whether or not SMART has received a waiver of subrogation endorsement from the insurer.

- (e) The insurance policy(ies) shall be written by an insurance company or companies acceptable to SMART. Such insurance company shall be authorized to transact business in the state of California.

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

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

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

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

Section 9.08 Documentation. The following documentation shall be submitted to SMART:

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

before expiration or other termination of the existing policy.

Please email all renewal certificates of insurance and corresponding policy documents to [InsuranceRenewals@sonomamarintrain.org](mailto:InsuranceRenewals@sonomamarintrain.org).

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

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

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

## **ARTICLE 10. PROSECUTION OF WORK.**

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

## **ARTICLE 11. EXTRA OR CHANGED WORK.**

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

## **ARTICLE 12. REPRESENTATIONS OF CONSULTANT.**

Section 12.01 Standard of Care. SMART has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant hereby agrees that all its work will be performed and that its operations shall be conducted in accordance with generally accepted and applicable professional practices and standards as well

as the requirements of applicable federal, state and local laws, it being understood that acceptance of Consultant's work by SMART shall not operate as a waiver or release.

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

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

Section 12.04 Records Maintenance. Consultant shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement and shall make such documents and records available to SMART, the Federal Transit Administration, the Federal Railroad Administration, or Caltrans Auditors for inspection at any reasonable time. For the purposes of determining compliance with Gov. Code 8546.7, the Consultant, Subconsultants, and SMART shall maintain all books, documents, papers, accounting records, Independent CPA Audited Indirect Cost Rate workpapers, and other evidence pertaining to the performance of the Agreement including, but not limited to, the costs of administering the Agreement. Consultant shall maintain such records for a period of four (4) years following the date of final payment under the Agreement. Consultant and Subconsultants shall permit access to all records of employment, employment advertisements, employment application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission, or any other agency of the State of California designated by the State, for the purpose of any investigation to ascertain compliance with this document.

Section 12.05 Audit Reviews. Consultant and subconsultant Agreements, including cost proposals and Indirect Cost Rates (ICR), may be subject to audits or reviews such as, but not limited to, an Agreement audit, an incurred cost audit, an ICR audit, or a CPA ICR audit work paper review. If selected for audit or review, the Agreement, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is the Consultant's responsibility to ensure federal, SMART, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The Agreement, cost proposal, and ICR shall be adjusted by Consultant and approved by SMART to

conform to the audit or review recommendations. Consultant agrees that individual terms of costs identified in the audit report shall be incorporated into the Agreement by this reference if directed by SMART at its sole discretion. Refusal by Consultant to incorporate audit or review recommendations, or to ensure that the federal, SMART or local governments have access to CPA work papers, will be considered a breach of Agreement terms and cause for termination of the Agreement and disallowance of prior reimbursed costs.

Consultant's Cost Proposal may be subject to a CPA ICR Audit Work Paper Review and/or audit by the Independent Office of Audits and Investigations (IOAI). IOAI, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the Consultant and approved by SMART to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the Consultant to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the Agreement terms and cause for termination of the Agreement and disallowance of prior reimbursed costs.

1. During IOAI's review of the ICR audit work papers created by the Consultant's independent CPA, IOAI will work with the CPA and/or Consultant toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If IOAI identifies significant issues during the review and is unable to issue a cognizant approval letter, SMART will reimburse the Consultant at an accepted ICR until a FAR (Federal Acquisition Regulation) compliant ICR (e.g. 48 CFR Part 31; GAAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials (AASHTO) Audit Guide; and other applicable procedures and guidelines) is received and approved by IOAI.

Accepted rates will be as follows:

- a. If the proposed rate is less than one hundred fifty percent (150%) - the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.
  - b. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) - the accepted rate will be eighty-five percent (85%) of the proposed rate.
  - c. If the proposed rate is greater than two hundred percent (200%) - the accepted rate will be seventy-five percent (75%) of the proposed rate.
2. If IOAI is unable to issue a cognizant letter per paragraph 1. above, IOAI may require Consultant to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. IOAI will then have up to six (6) months to review the Consultant's and/or the independent CPA's revisions.
  3. If the Consultant fails to comply with the provisions of this section, or if IOAI is still unable to issue a cognizant approval letter after the revised independent CPA audited ICR is submitted, overhead cost reimbursement will be limited to the accepted ICR that was established upon initial rejection of the ICR and set forth in paragraph 1. for all rendered

services. In this event, this accepted ICR will become the actual and final ICR for reimbursement purposes under this Agreement.

4. Consultant may submit to SMART final invoice only when all of the following items have occurred: (1) IOAI accepts or adjusts the original or revised independent CPA audited ICR; (2) all work under this Agreement has been completed to the satisfaction of SMART; and, (3) IOAI has issued its final ICR review letter. The Consultant must submit its final invoice to SMART no later than sixty (60) calendar days after occurrence of the last of these items. The accepted ICR will apply to this Agreement and all other agreements executed between SMART and the Consultant, either as a prime or subconsultant, with the same fiscal period ICR.

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

Section 12.07 Nondiscrimination. Consultant shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition (including cancer), pregnancy, physical disability (including HIV and AIDS), mental disability, denial of family care leave, sexual orientation or other prohibited basis, including without limitation, SMART's Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference. Consultant shall also comply with the provisions of the Fair Employment and Housing Act (California Government Code, Section 12900 et seq.) and applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 11000 et seq).

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

Section 12.09 Ownership And Disclosure Of Work Product. Any and all work product resulting from this Agreement is commissioned by SMART as a work for hire. SMART



Attn: Bill Gamlen  
5401 Old Redwood Highway, Suite 200  
Petaluma, CA 94954  
[bgamlen@sonomamarintrain.org](mailto:bgamlen@sonomamarintrain.org)  
707-794-3049

If to SMART Billing:

Sonoma-Marín Area Rail Transit District  
Attn: Accounts Payable  
5401 Old Redwood Highway, Suite 200  
Petaluma, CA 94954  
[billing@sonomamarintrain.org](mailto:billing@sonomamarintrain.org)  
707-794-3330

If to Consultant:

4Leaf, Inc.  
Attn: Bert Gross  
8896 N Winding Way  
Fair Oaks, CA 95628  
[bgross@4leafinc.com](mailto:bgross@4leafinc.com)  
916-870-7191

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

## **ARTICLE 16. MISCELLANEOUS PROVISIONS.**

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

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

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

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

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

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

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

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

Penalties:

1. The Consultant and any of its Subconsultants shall comply with Labor Code §1774 and §1775. Pursuant to Labor Code §1775, the Consultant and any Subconsultant shall forfeit to SMART a penalty of not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of DIR for the work or craft in which the worker is employed for any public work done under the Agreement by the Consultant or by its Subconsultant in violation of the requirements of the Labor Code and in particular, Labor Code §§1770 to 1780, inclusive.

2. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of mistake, inadvertence, or neglect of the Consultant or Subconsultant in failing to pay the correct rate of prevailing wages, or the previous record of the Consultant or Subconsultant in meeting their respective prevailing wage obligations, or the willful failure by the Consultant or Subconsultant to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rates of prevailing wages is not excusable if the Consultant or Subconsultant had knowledge of the obligations under the Labor Code. The Consultant is responsible for paying the appropriate rate, including any escalations that take place during the term of the Agreement.
3. In addition to the penalty and pursuant to Labor Code §1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Consultant or Subconsultant.
4. If a worker employed by a Subconsultant on a public works project is not paid the general prevailing per diem wages by the Subconsultant, the Consultant of the project is not liable for the penalties described above unless the Consultant had knowledge of that failure of the Subconsultant to pay the specified prevailing rate of wages to those workers or unless the Consultant fails to comply with all of the following requirements:
  - A. The Agreement executed between the Consultant and the Subconsultant for the performance of work on public works projects shall include a copy of the requirements in Labor Code §§ 1771, 1775, 1776, 1777.5, 1813, and 1815.
  - B. The Consultant shall monitor the payment of the specified general prevailing rate of per diem wages by the Subconsultant to the employees by periodic review of the certified payroll records of the Subconsultant.
  - C. Upon becoming aware of the Subconsultant's failure to pay the specified prevailing rate of wages to the Subconsultant's workers, the Consultant shall diligently take corrective action to halt or rectify the failure, including but not limited to, retaining sufficient funds due the Subconsultant for work performed on the public works project.
  - D. Prior to making final payment to the Subconsultant for work performed on the public works project, the Consultant shall obtain an affidavit signed under penalty of perjury from the Subconsultant that the Subconsultant had paid the specified general prevailing rate of per diem wages to the Subconsultant's employees on the public works project and any amounts due pursuant to Labor Code §1813.
5. Pursuant to Labor Code §1775, SMART shall notify the Consultant on a public works project within fifteen (15) calendar days of receipt of a complaint that a Subconsultant has failed to pay workers the general prevailing rate of per diem wages.

6. If SMART determines that employees of a Subconsultant were not paid the general prevailing rate of per diem wages and if SMART did not retain sufficient money under the Agreement to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the Consultant shall withhold an amount of moneys due the Subconsultant sufficient to pay those employees the general prevailing rate of per diem wages if requested by SMART.

#### Hours of Labor:

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

#### Employment of Apprentices:

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

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

#### Section 16.07     Subcontracting.

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

Name of Subcontractor and Location of Business	Description of Work
No Subcontractors Utilized	N/A

B. Nothing contained in this Agreement or otherwise, shall create any contractual relation between SMART and any Subconsultants, and no subagreement shall relieve the Consultant of its responsibilities and obligations hereunder. The Consultant agrees to be as fully responsible to SMART for the acts and omissions of its Subconsultants and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Consultant. The Consultant's obligation to pay its Subconsultants is an independent obligation from SMART's obligation to make payments to the Consultant.

C. The Consultant shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted without written authorization by SMART, except that which is expressly identified in the Exhibit B.

D. Any subagreement entered into as a result of this Agreement, shall contain all the provisions stipulated in this entire Agreement to be applicable to Subconsultants unless otherwise noted.

D. Consultant shall pay its Subconsultants within fifteen (15) calendar days from receipt of each payment made to the Consultant by SMART.

E. Any substitution of Subconsultants must be approved in writing by SMART in advance of assigning work to a substitute Subconsultant.

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

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

G. Prompt Payment of Withheld Funds to Subconsultants.

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

Section 16.08      Equipment Purchase and Other Capital Expenditures.

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

Section 16.09      Conflict of Interest.

- A. During the term of this Agreement, the Consultant shall disclose any financial, business, or other relationship with SMART that may have an impact upon the outcome of this Agreement or any ensuing SMART construction project. The Consultant shall also list current clients who may have a financial interest in the outcome of this Agreement or any ensuing SMART construction project which will follow.
- B. Consultant certifies that it has disclosed to SMART any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this Agreement. Consultant agrees to advise SMART of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this Agreement. Consultant further agrees to complete any statements of economic interest if required by either SMART or State law.
- C. The Consultant hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this Agreement.
- D. The Consultant hereby certifies that the Consultant or subconsultant and any firm affiliated with the Consultant or subconsultant that bids on any construction contract or on any Agreement to provide construction inspection for any construction project resulting from this Agreement, has established necessary controls to ensure a conflict of interest does not exist. An affiliated firm is one, which is subject to the control of the same persons, through joint ownership or otherwise.

Section 16.10 Contingent Fee. Consultant warrants, by execution of this Agreement that no person or selling agency has been employed, or retained, to solicit or secure this Agreement upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by Consultant for the purpose of securing business. For breach or violation of this warranty, SMART has the right to annul this Agreement without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the Agreement price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

Section 16.11 Safety.

- A. Consultant shall comply with OSHA regulations applicable to Consultant regarding necessary safety equipment or procedures. Consultant shall comply with safety instructions issued by SMART. Consultant personnel shall wear hard hats and safety vests at all times while working on the construction project site.
- B. Pursuant to the authority contained in Vehicle Code §591, SMART has determined that such areas are within the limits of the project and may be open to public traffic. Consultant shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. Consultant shall take all reasonably necessary precautions for safe operation

of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

C. Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Article.

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

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

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

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

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

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

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

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

**CONSULTANT: 4LEAF, INC.**

By: \_\_\_\_\_  
Bert Gross, Vice President

Date: \_\_\_\_\_

**SONOMA-MARIN AREA RAIL TRANSIT (SMART)**

By: \_\_\_\_\_  
Eddy Cumins, General Manager

Date: \_\_\_\_\_

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

By: \_\_\_\_\_  
Ken Hendricks, Procurement Manager

Date: \_\_\_\_\_

**APPROVED AS TO FORM FOR SMART:**

By: \_\_\_\_\_  
District Counsel

Date: \_\_\_\_\_

**EXHIBIT A**  
**SCOPE OF WORK & TIMELINE**

**I. Overview**

The Sonoma-Marín Area Rail Transit District (SMART) is contracting with 4Leaf, Inc. to provide as-needed construction management services including, resident engineer services, civil inspector services, electrical inspector services, and train control systems inspector services. These services will be issued by awarded task order.

The Consultant shall be required to sign SMART's Confidentiality and Non-Disclosure Agreement prior to the start of any work requiring the Consultant to be in possession of Safety Sensitive Information "SSI".

**II. Project Management**

All work shall be initiated, scheduled, and reviewed by SMART's Chief Engineer or designee. All work performed under this contract will require a Task Order to be awarded and issued prior to work commencing. Any work performed outside of a fully executed Task Order will not be reimbursed.

**III. Scope of Work**

**A. Task Order Work**

Consultant shall perform the following services on an as-needed basis when awarded a task order:

**1. Resident Engineer Services**

The day-to-day representative responsible for these services will be managing field work, interacting directly with contractors, overseeing field work, performing field inspection, managing construction inspectors, reviewing progress payments, reviewing submittals, preparing reports, and related construction management functions to successfully construct work.

**2. Civil Inspector Services**

The representative responsible for these services will be a general civil engineering construction inspector who will provide detailed construction inspection. This position would report to a SMART or consultant Resident Engineer and will have specific responsibilities to assure that work is being constructed according to the plans. The Inspector will review field work on a daily basis, review plans and submittals, document the progress of work through daily inspection/observation reports. The Inspector will work closely with contractors, subcontractors, SMART personnel, and others as part of

overseeing field work. Knowledge of heavy civil construction, electrical systems, drainage, and erosion control is required. Knowledge of track and bridge construction is desirable.

### 3. Electrical Inspector Services

The representative responsible for these services will be a Field Inspector tasked with monitoring and inspecting the installation of electrical systems, such as power installations and lighting systems. Knowledge and understanding of the National Electric Code (NEC) is essential, as well as, PG&E standards. This Field Inspector will fully inspect the contractor's work as it is constructed, verifying work is constructed according to the plans and applicable codes.

### 4. Train Control Systems Inspector Services

The representative responsible for these services will be a Field Inspector for the construction, installation and testing of train control, grade crossing warning and communication systems. Knowledge and understanding of the National Electric Code (NEC) is essential, as well as, industry standards for railroad signaling systems. The Field Inspector will fully inspect the contractor's work as it is constructed, installed, and tested, verifying work is completed according to the plans and applicable codes.

## B. Task Order Award Process

SMART has awarded several Master Agreements for On-Call Construction Management Services as part of the Request for Qualifications solicitation.

A mini Request for Proposal (RFP) will be issued to the Consultants holding these Master Agreements when task order work is required. This process may be either informal (email, letter, etc.) or via a formal RFP process.

SMART will provide these Consultants with each task order for review and the opportunity to propose. Each Task Order shall detail the work required for the specific project, the required work schedule, and all required deliverables and requirements. The evaluation is a qualifications-based evaluation and criteria may include the following: availability of personnel, staff capabilities, completion time, experience of Consultant, specialized expertise, and past performance. Following review of the submitted Proposals and prior to unsealing the cost proposals, SMART will rank the Proposals.

SMART will unseal the top-ranked firm's cost proposal and review. The cost proposals shall be based on the specified rates of compensation included in the Exhibit B of this Agreement. Negotiations may commence with the top-ranked firm. If negotiations with the top-ranked firm are not successful, SMART will proceed with negotiations with the second highest ranking firm. This process will continue until negotiations are successful.

Pursuant to an authorized Task Order, the Consultant shall perform the services within SMART's geographical location, and shall include all necessary personnel, material, transportation, lodging, instrumentation, and the specialized facilities and equipment

necessary to satisfy all appropriate agencies and required to ensure compliance with all applicable Federal, State, and Local statutes, laws, codes, regulations, policies, procedures, ordinances, standards, specifications, performance standards, and guidelines, applicable to the Consultant's services and work product. The consultant is responsible for supplying and providing all necessary equipment and protective clothing in accordance with SMART's standards.

C. Location of Work

Field work is required and may include night work, weekend work, or work in remote areas within the Sonoma-Marín Area Rail Transit District (SMART) right-of-way and project sites. The locations and requirements will be included in each task order.

D. General Equipment Requirements

Unless otherwise specified in this Contract or resulting Task Orders, the Consultant shall provide all necessary tools, instruments, equipment, materials, supplies, and safety equipment required to perform the work identified in each Task Order and this Contract accurately, efficiently, and safely. The Consultant's personnel shall be fully trained in the use of such necessary tools, instruments, equipment, materials, supplies, and safety equipment. The Consultant shall not be reimbursed separately for tools of the trade.

E. General Consultant Requirements

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

1. Be responsible for supervising, reviewing, monitoring, training, and directing the Consultant's and Subconsultant's personnel.
2. Assign qualified personnel to complete the required Task Order work as specified on an "as-needed" basis in coordination with the SMART Manager.

Consultant's personnel may be asked to attend certain special training if recommended by the SMART Manager.

3. Administer personnel actions for Consultant personnel and ensuring appropriate actions taken for Subconsultant personnel.
4. Maintain and submit organized project files for record tracking and auditing.
5. Develop, organize, facilitate, and attend scheduled coordination meetings, and preparation and distribution of meeting minutes.
6. Implement and maintain quality control procedures to manage conflicts, insure product and service accuracy and completion before billing to SMART.
7. Manage Subconsultants.
8. Manage Task Order budgets and provide reports to the SMART Manager.
9. Ensure compliance with the provisions of this Contract and all specified Task Order requirements.
10. Monitor the health and safety of personnel working in a hazardous environment in accordance with all applicable Federal, State, and Local regulations.
11. Have knowledge, experience, and familiarity with prevailing wage issues and requirements in the State of California.
12. Not remove or replace any existing personnel assigned to Task Orders without the prior written consent of the SMART Manager. The removal or replacement of personnel without written approval shall be a violation of the Contract and may result in Termination of the Contract. When assigned consultant personnel is on approved leave and required by the SMART Manager, the Consultant's Contract Manager shall provide a substitute employee until the assigned employee returns to work from the approved leave. The substitute personnel shall have the same job classification, billing rate, and experience level of the previously assigned personnel. Substitute personnel must receive prior written approval from the SMART Manager. Invoices with charges for personnel not identified in the Exhibit B shall not be reimbursed.
13. Follow all safety requirements and direction from the SMART Manager.

#### **IV. Timeline for Each Requirement / Task**

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

If SMART determines that the work cannot be performed during normal business hours or the work is necessary at off hours to avoid danger to life or property, or SMART's revenue operations, the Consultant's operations may be restricted to specific hours during the week. Night work or weekend work may be required on certain projects. Additionally, SMART's construction contractor's operations may be restricted to specific hours during the week. These requirements shall be clearly

described in each Task Order. Any changes in hours or schedules after the original Task Orders are issued shall be documented by revision to the Task Orders.

**V. Acceptance Criteria**

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

**EXHIBIT B  
SCHEDULE OF RATES**

Consultant 4LEAF, Inc.  Prime Consultant  Subconsultant  2<sup>nd</sup> Tier Subconsultant  
 Solicitation No. CV-PS-23-001 Solicitation Title: On-Call Construction Management Services Date: 10/17/23

For Combined Rate	31.47% + General & Administrative%	=	109.24%
	OR		
For Home Office Rate	Fringe Benefit% + General & Administrative%	=	Home Office ICR%
For Field Office Rate	Fringe Benefit% + General & Administrative%	=	Field Office ICR%
Fee			= 10 %

**BILLING INFORMATION**

**CALCULATION INFORMATION**

Classification (Examples)	Hourly Billing Rates <sup>2</sup>			Effective Date of Hourly Rate		Avg. Hourly Rate <sup>4</sup>	% or \$ Increase	Hourly Range - For Classifications Only
	Straight <sup>3</sup>	OT(1.5x)	OT(2x)	From	To			
Resident Engineer	\$92.00	\$138.00	\$184.00	01/01/2024	12/31/2024	\$0.00		\$0.00 - \$0.00
	\$94.76	\$142.14	\$189.52	01/01/2025	12/31/2025	\$0.00	3.0%	\$0.00 - \$0.00
	\$97.60	\$146.40	\$195.21	01/01/2026	12/31/2026	\$0.00	3.0%	\$0.00 - \$0.00
	\$100.53	\$150.80	\$201.06	01/01/2027	12/31/2027	\$0.00	3.0%	\$0.00 - \$0.00
	\$103.55	\$155.32	\$207.09	01/01/2028	12/31/2028	\$0.00	3.0%	\$0.00 - \$0.00
Civil Inspector	\$86.00	\$129.00	\$172.00	01/01/2024	12/31/2024	\$0.00		\$0.00 - \$0.00
	\$88.58	\$132.87	\$177.16	01/01/2025	12/31/2025	\$0.00	3.0%	\$0.00 - \$0.00
	\$91.24	\$136.86	\$182.47	01/01/2026	12/31/2026	\$0.00	3.0%	\$0.00 - \$0.00
	\$93.97	\$140.96	\$187.95	01/01/2027	12/31/2027	\$0.00	3.0%	\$0.00 - \$0.00
	\$96.79	\$145.19	\$193.59	01/01/2028	12/31/2028	\$0.00	3.0%	\$0.00 - \$0.00
Electrical Inspector	\$88.00	\$132.00	\$176.00	01/01/2024	12/31/2024	\$0.00		\$0.00 - \$0.00
	\$90.64	\$135.96	\$181.28	01/01/2025	12/31/2025	\$0.00	3.0%	\$0.00 - \$0.00
	\$93.36	\$140.04	\$186.72	01/01/2026	12/31/2026	\$0.00	3.0%	\$0.00 - \$0.00
	\$96.16	\$144.24	\$192.32	01/01/2027	12/31/2027	\$0.00	3.0%	\$0.00 - \$0.00
	\$99.04	\$148.57	\$198.09	01/01/2028	12/31/2028	\$0.00	3.0%	\$0.00 - \$0.00
Train Control Inspector	\$88.00	\$132.00	\$176.00	01/01/2024	12/31/2024	\$0.00		\$0.00 - \$0.00
	\$90.64	\$135.96	\$181.28	01/01/2025	12/31/2025	\$0.00	3.0%	\$0.00 - \$0.00
	\$93.36	\$140.04	\$186.72	01/01/2026	12/31/2026	\$0.00	3.0%	\$0.00 - \$0.00
	\$96.16	\$144.24	\$192.32	01/01/2027	12/31/2027	\$0.00	3.0%	\$0.00 - \$0.00
	\$99.04	\$148.57	\$198.09	01/01/2028	12/31/2028	\$0.00	3.0%	\$0.00 - \$0.00

Technician I	\$42.00	\$63.00	\$84.00	01/01/2024	12/31/2024	\$0.00		\$0.00 - \$0.00
	\$43.26	\$64.89	\$86.52	01/01/2025	12/31/2025	\$0.00	3.0%	\$0.00 - \$0.00
	\$44.56	\$66.84	\$89.12	01/01/2026	12/31/2026	\$0.00	3.0%	\$0.00 - \$0.00
	\$45.89	\$68.84	\$91.79	01/01/2027	12/31/2027	\$0.00	3.0%	\$0.00 - \$0.00
	\$47.27	\$70.91	\$94.54	01/01/2028	12/31/2028	\$0.00	3.0%	\$0.00 - \$0.00
Technician II	\$72.00	\$108.00	\$144.00	01/01/2024	12/31/2024	\$0.00		\$0.00 - \$0.00
	\$74.16	\$111.24	\$148.32	01/01/2025	12/31/2025	\$0.00	3.0%	\$0.00 - \$0.00
	\$76.38	\$114.58	\$152.77	01/01/2026	12/31/2026	\$0.00	3.0%	\$0.00 - \$0.00
	\$78.68	\$118.01	\$157.35	01/01/2027	12/31/2027	\$0.00	3.0%	\$0.00 - \$0.00
	\$81.04	\$121.55	\$162.07	01/01/2028	12/31/2028	\$0.00	3.0%	\$0.00 - \$0.00

1. Classifications that are subject to prevailing wage requirements must be marked with two asterisks (\*\*). For these classifications enter the actual prevailing wage rates for straight time, OT (1.5x), and OT (2x). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended.
3. For Non-Prevailing Wage Classifications, enter the Average Hourly Rate for that classification and the Hourly Range.
4. Billing rate for non-prevailing wage classifications = average hourly rate \* (1+ ICR) \* (1+ Fee). Indirect cost rates shall be updated on an annual basis in accordance with the consultants annual accounting period and established by a cognizant agency or accepted by Caltrans. All costs must comply with the Federal cost principles for reimbursement.

Consultant 4LEAF, Inc.  Prime Consultant  Subconsultant

SCHEDULE OF OTHER DIRECT COST ITEMS (Add additional pages as necessary)				
Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs	TBD	mile	\$0.67	TBD
Equipment Rental and Supplies	TBD	TBD	TBD	TBD
Permit Fees	TBD	TBD	TBD	TBD
Plan Sheets	TBD	TBD	TBD	TBD
Travel	TBD	TBD	TBD	TBD
Vehicle	TBD	TBD	TBD	TBD
Subconsultant 1:				
Subconsultant 2:				
Subconsultant 3:				
Subconsultant 4:				
Subconsultant 5:				

Note: Add additional pages if necessary.

NOTES:

1. List other direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentation.
2. Proposed ODC items should be consistently billed regardless of client and contract type.
3. Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
4. Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
5. Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.
6. Travel related costs should be pre-approved by the SMART and shall comply with SMART's Travel Guidelines.

**EXHIBIT C  
FTA & DOT REQUIREMENTS**

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

**1. General.**

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

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

**2. Access To Records and Reports.**

*Applicability: All Contracts*

Contractor shall comply with the following requirements:

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

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

(c) Access to Records. The Contractor agrees to provide access to SMART, FTA, FRA, and its contractors to inspect and audit records and information related to

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

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

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

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

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

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

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

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

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

### 3. **ADA Access**

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

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

### 4. **Buy America.**

*Applicability: All Rollingstock Purchases, Materials and Supplies Contracts, and Construction Contracts >\$150,000.*

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. part 661 and 2 CFR §200.322 Domestic preferences for procurements, which provide that Federal funds may not be obligated unless all 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. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C), 49 U.S.C. § 5323(u) and 49 C.F.R. § 661.11. Domestic preferences for procurements. The bidder or offeror must submit to SMART the appropriate Buy America certification. Bids or offers that are not accompanied by a completed Buy America certification will be rejected as nonresponsive.

Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

- 1) all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- 2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- 3) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project.

*Waivers:*

When necessary, recipients may apply for, and the Agency may grant, a waiver from these requirements. The Agency should notify the recipient for information on the process for requesting a waiver from these requirements.

- a) When the Federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:
  - 1) applying the domestic content procurement preference would be inconsistent with the public interest;
  - 2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
  - 3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in

America Office. There may be instances where an award qualifies, in whole or in part, for an existing waiver.

### Definitions:

“Construction materials” includes an article, material, or supply—other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives<sup>46</sup>—that is or consists primarily of:

- Non-ferrous metals;
- Plastic and Polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- Glass (including optic glass);
- Lumber; or
- Drywall

“Domestic content procurement preference” means all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; or the construction materials used in the project are produced in the United States.

“Infrastructure” includes, at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property. Infrastructure includes facilities that generate, transport, and distribute energy.

“Project” means the construction, alteration, maintenance, or repair of infrastructure in the United States.

## 5. **Lobbying**

*Applicability: All Contracts > \$100,000*

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR Part 20, “New Restrictions on Lobbying”. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of a Federal agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier certifies to the tier above that it will not and has not taken any action involving the Project or the Underlying Agreement for the Project, including any award, extension, or modification. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to SMART.

## 6. Cargo Preference Requirements.

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

The Contractor agrees to:

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

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

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

## 7. Charter Service.

*Applicability: All Operations & Management Contracts*

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

## 8. Civil Rights.

*Applicability: All Contracts*

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

1. **Federal Equal Employment Opportunity (EEO) Requirements.** These include, but are not limited to:
  - a) Nondiscrimination in Federal Public Transportation Programs. 49 U.S.C. § 5332, covering projects, programs, and activities financed under 49 U.S.C. Chapter 53, prohibits discrimination on the basis of race, color, religion, national origin, sex (including sexual orientation and gender identity), disability, or age, and prohibits discrimination in employment or business opportunity.

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

### **Civil Rights and Equal Opportunity**

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

1. **Nondiscrimination.** In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA and FRA may issue.
2. **Race, Color, Religion, National Origin, Sex.** In accordance with Title VII of the

Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA or FRA may issue.

3. **Age.** In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621- 634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any Implementing requirements FTA or FRA may issue.
4. **Disabilities.** In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA or FRA may issue.
5. **Promoting Free Speech and Religious Liberty.** The Contractor shall ensure that Federal funding is expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements: including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.

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

## 9. Clean Air Act

*Applicability: All Contracts > \$150,000*

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

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

## **10. Clean Water Act**

*Applicability: All Contracts > \$150,000*

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Water Act, as amended, 33 U.S.C. §§ 1251 - 1377 et seq.
- (2) The contractor agrees to report each violation to the SMART and understands and agrees that SMART will, in turn, report each violation as required to assure notification to the FTA and FRA, and the appropriate Environmental Protection Agency Regional Office in compliance with the notice of violating facility provisions in section 508 of the Clean Water Act, as amended, 33 U.S.C. 1368.
- (3) The Contractor agrees to protect underground sources of drinking water in compliance with the Safe Drinking Water Act of 1974, as amended, 42 U.S.C. 300f-300j-6.
- (4) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA or FRA.

## **11. Conformance with National ITS Architecture**

*Applicability: All ITS Contracts*

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

## **12. Contract Work Hours and Safety Standards Act.**

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

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

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

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

Compliance with the Contract Work Hours and Safety Standards Act.

- (1) Overtime requirements - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half (1.5) times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. SMART shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause

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

### **13. Davis Bacon Act and Copeland Anti-Kickback Act**

*Applicability: All Construction Contracts > \$2,000*

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

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

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

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

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

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

### **14. Debarment and Suspension**

*Applicability: All Contracts > \$25,000*

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

The certification in this clause is a material representation of fact relied upon by the SMART. If it is later determined that the contractor knowingly rendered an erroneous certification, in addition to remedies available to SMART, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Contractor agrees to comply with the requirements of 2 CFR 180 throughout the period of this contract.

## 15. Disadvantaged Business Enterprise (DBE)

*Applicability: All Contracts*

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

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

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

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

It is the policy of SMART and the United States Department of Transportation (“DOT”)

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

#### **16. DHS Seal, Logo, and Flags.**

*Applicability: All Contracts*

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

#### **17. Energy Conservation.**

*Applicability: All Contracts*

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

#### **18. Federal Changes.**

*Applicability: All Contracts*

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

#### **19. Fly America.**

*Applicability: All Contracts*

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

#### **20. Incorporation of Federal Transit Administration (FTA) Terms.**

*Applicability: All Contracts*

Incorporation of Federal Transit Administration (FTA) Terms - The provisions within include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in the current FTA Circular 4220 are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any request which would cause a violation of the FTA terms and conditions.

## **21. No Obligation by the Federal Government.**

*Applicability: All Contracts*

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

## **22. Notice of Legal Matters.**

*Applicability: All Contracts > \$25,000*

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

- (1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.
- (2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government’s interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government’s administration or enforcement of federal laws, regulations, and requirements.
- (3) Additional Notice to the U.S. DOT Inspector General. The Recipient must

promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA or FRA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third-Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient.

### **23. Patent Rights and Rights in Data and Copyrights Requirements.**

*Applicability: All Research Project Contracts*

#### Intellectual Property Rights

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

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

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

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

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

## 24. Pre-Award and Post Delivery Audits Requirements.

*Applicability: All Rolling Stock/Turnkey Acquisition Contracts*

A Buy America certification under this part shall be issued in addition to any certification which may be required by 49 CFR Part 661. Nothing in this part precludes the FTA from conducting a Buy America investigation under part 661 of this title “Pre-Award and Post-Delivery Audit Requirements”.

The Contractor agrees to comply with “Buy America Requirements-Surface Transportation Assistance Act of 1982, as amended by 49 CFR 661.12, but has been modified to include FTA’s Buy America requirements codified at 49 U.S.C. A 5323(j).

Pre-Award and Post-Delivery Audit Requirements – The Contractor agrees to comply with 49 U.S.C. 5323(I) and FTA’s implementing regulation at 49 CFR Part 663 and to submit the following certifications:

- 1) Buy America Requirements: The Contractor shall complete and submit a declaration certifying either compliance or noncompliance with Buy America. If the firm certifies compliance with Buy America, it shall submit documentation which lists 1) component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; 2) the location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.
- 2) Solicitation Specification Requirements: The Contractor shall submit evidence that it will be capable of meeting the solicitation specifications.
- 3) Federal Motor Vehicle Safety Standards (FMVSS): The Contractor shall submit a) manufacturer’s FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or b) manufacturer’s certified statement that the contracted buses will not be subject to FMVSS regulations.

## 25. Recycled Products.

*Applicability: All Contracts > \$10,000*

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

## 26. Program Fraud and False or Fraudulent Statements and Related Acts

*Applicability: All Contracts*

- (a) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.* and U.S. DOT regulations,

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

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

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

## **27. Prompt Payment.**

*Applicability: All Contracts*

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

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

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

## 28. Safe Operation of Motor Vehicles.

*Applicability: All Contracts*

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

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

- (b) Distracted Driving, Including Text Messaging While Driving. Contractor agrees to comply with Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," 23 U.S.C. §402, U.S. DOT Order 3902.10, "Text Messaging While Driving", and U.S. DOT Special Provision pertaining to Distracted Driving:
- a. Safety. The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle the company owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the Agreement, or when performing any work for or on behalf of SMART.
  - b. Contractor agrees to conduct workplace safety initiatives in a manner commensurate with its size, such as establishing new rules and programs to prohibit text messaging while driving, re-evaluating the existing programs to prohibit text messaging while driving, and providing education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

## 29. Seismic Safety.

*Applicability: All A&E and Construction Contracts*

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

### **30. Transit Employee Protective Agreements**

*Applicability: All Transit Operations Contracts*

The Transit Employee Protective Provisions apply to each contract for transit operations performed by employees of a Contractor recognized by FTA to be a transit operator.

- i. General Transit Employee Protective Requirements – To the extent that FTA determines that transit operations are involved, the Contractor agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 U.S.C. A 5333(b), and U.S. DOL guidelines at 29 CFR Part 215, and any amendments thereto. The requirements of this subsection however do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. 5310(a)(2), or for projects for non-urbanized areas authorized by 49 U.S.C. 5311. Alternate provisions for those projects are set forth in subsections (B) and (C) of this clause.
- ii. Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. 5310(a)(2) for Elderly Individuals and Individuals with Disabilities – If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. 5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. 5333(b) are necessary or appropriate for the state and SMART for which work is performed on the underlying contract, the Contractor agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. 5333(b), U.S. DOL guidelines at 29 CFR Part 215, and any amendments thereto.
- iii. Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. 5311 in Non-Urbanized Areas – If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. 5311, the Contractor agrees to comply with the terms and conditions of the Special Warranty for the Non-urbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.
- iv. The Contractor also agrees to include any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance by FTA.

### **31. Special DOL EEO Clause**

*Applicability: All Construction Contracts > \$10,000*

The contractor and subcontractor shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60- 741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require

that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

### **32. Drug and Alcohol Testing**

*Applicability: All Transit Operations Service Contracts*

The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 C.F.R. part 655, produce any documentation necessary to establish its compliance with part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency, or the Sonoma-Marín Area Rail Transit District, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 C.F.R. part 655 and review the testing process. The Contractor agrees further to certify annually its compliance with part 655 before June 30 and to submit the Management Information System (MIS) reports to the Sonoma-Marín Area Rail Transit District. To certify compliance the Contractor shall use the “Substance Abuse Certifications” in the “Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements”, which is published annually in the Federal Registrar.

### **33. Termination.**

*Applicability: All Contracts > \$10,000*

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

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

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

(c) Opportunity to Cure. SMART in its sole discretion may, in the case of a termination

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

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

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

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

(f) Termination for Default (Supplies and Service) If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Agency.

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

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

If the termination is for failure of the Contractor to fulfill the contract obligations, the

Agency may complete the work by contact or otherwise and the Contractor shall be liable for any additional cost incurred by the Agency.

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

(j) Termination for Convenience or Default (Cost Type Contracts) The Agency may terminate this contract, or any portion of it, by serving a Notice of Termination on the Contractor. The notice shall state whether the termination is for convenience of Agency or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the Contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the Agency, or property supplied to the Contractor by the Agency. If the termination is for default, the Agency may fix the fee, if the contract provides for a fee, to be paid the Contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the Agency and the parties shall negotiate the termination settlement to be paid the Contractor.

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

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

### **34. Veterans Hiring Preference.**

*Applicability: All Contracts*

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

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

### **35. Violation and Breach of Contract.**

*Applicability: All Contracts*

#### Rights and Remedies of SMART

The duties and obligations imposed by the Agreement and the rights and remedies

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

#### Rights and Remedies of Contractor

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

#### Remedies

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

#### Disputes

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

#### Performance during Dispute

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

#### Claims for Damages

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

### **36. Geographic Restrictions.**

*Applicability: All Contracts*

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

### **37. Metric System.**

*Applicability: All Contracts*

To the extent required by U.S. DOT, FRA, or FTA, Contractor shall use the metric system of measurement in its project activities pursuant to the Metric Conversion Act, as

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

### **38. Environmental Protection.**

*Applicability: All Contracts*

Contractor shall comply with the following requirements:

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

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

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

### **39. Privacy Act.**

*Applicability: All Contracts*

Contractor agrees to comply with and assures the compliance of its employees with the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C § 552. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. Contractor understands that the requirements of the Privacy Act, including civil and criminal penalties for violation of the Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

### **40. Transit Vehicle Manufacturer (TVM) Certifications**

*Applicability: All Rolling Stock Contracts*

49 CFR 26.49 – Contractor must submit to SMART a certification from each transit vehicle manufacture that desires to bid or propose upon a DOT-assisted transit vehicle procurement that it has complied with the requirements of 49 CFR 26.49. SMART may, however, with FTA approval, establish project-specific goals for DBE participation in the procurement of transit vehicles in lieu of complying through the overall goal setting

procedures.

#### **41. Federal Tax Liability and Recent Felony Convictions**

*Applicability: All Contracts*

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

#### **42. Rights to Inventions Made Under a Contract or Agreement.**

*Applicability: All Research and Development Contracts*

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

#### **43. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.**

*Applicability: All Contracts*

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

#### **44. Domestic Preferences for Procurements**

*Applicability: All Contracts*

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

For the purposes of this section:

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

2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

#### **45. Trafficking in Persons**

*Applicability: All Contracts*

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

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

#### **46. Severability**

*Applicability: All Contracts*

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

**EXHIBIT D - FEDERAL WAGE DETERMINATION**

"General Decision Number: CA20230007 09/01/2023

Superseded General Decision Number: CA20220007

State: California

Construction Types: Building, Heavy (Heavy and Dredging) and Highway

Counties: Alpine, Amador, Butte, Colusa, El Dorado, Glenn, Lassen, Marin, Modoc, Napa, Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Siskiyou, Solano, Sonoma, Sutter, Tehama, Trinity, Yolo and Yuba Counties in California.

**BUILDING CONSTRUCTION PROJECTS (excluding Amador County only); DREDGING CONSTRUCTION PROJECTS (does not include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); AND HIGHWAY CONSTRUCTION PROJECTS**

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

<p>If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</p>	<p>. Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.</p>
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<p>If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:</p>	<p>. Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all</p>
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hours spent performing on  
that contract in 2023.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/06/2023
1	01/13/2023
2	01/20/2023
3	02/03/2023
4	03/03/2023
5	03/10/2023
6	03/17/2023
7	03/31/2023
8	04/07/2023
9	04/14/2023
10	04/21/2023
11	04/28/2023
12	05/05/2023
13	06/02/2023
14	06/23/2023
15	06/30/2023
16	07/14/2023
17	07/28/2023
18	08/11/2023
19	08/18/2023
20	09/01/2023

ASBE0016-001 02/01/2023

AREA 1: MARIN, NAPA, SAN BENITO, SAN FRANCISCO, SOLANO, & SONOMA COUNTIES

AREA 2: ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHEMA, TRINITY, YOLO, & YUBA COUNTIES

Rates Fringes

Asbestos Workers/Insulator  
(Includes the application of  
all insulating materials,

Protective Coverings,  
Coatings, and Finishes to all  
types of mechanical systems)

Area 1.....	\$ 80.91	23.82
Area 2.....	\$ 62.26	23.82

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ASBE0016-007 01/01/2021

AREA 1 : ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN,  
LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA,  
SIERRA, SISKIYOU, SOLANO, SONOMA, SUTTER, TEHAMA, TRINITY, YOLO  
& YUBA COUNTIES

AREA 2: MARIN & NAPA COUNTIES

Rates Fringes

Asbestos Removal  
worker/hazardous material  
handler (Includes  
preparation, wetting,  
stripping, removal,  
scrapping, vacuuming, bagging  
and disposing of all  
insulation materials from  
mechanical systems, whether  
they contain asbestos or not)

AREA 1.....	\$ 30.45	10.60
AREA 2.....	\$ 36.53	9.27

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BOIL0549-002 01/01/2021

Rates Fringes

BOILERMAKER

(1) Marin & Solano Counties.	\$ 49.62	41.27
(2) Remaining Counties.....	\$ 45.60	38.99

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BRCA0003-001 08/01/2022

Rates Fringes

MARBLE FINISHER.....	\$ 39.20	18.31
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BRCA0003-004 05/01/2022

AREA 1: ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN,  
LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA,  
SIERRA, SUTTER, TEHAMA, YOLO AND YUBA COUNTIES

AREA 2: MARIN, NAPA, SISKIYOU, SOLANO, SONOMA AND TRINITY  
COUNTIES

Rates Fringes

BRICKLAYER

AREA 1.....	\$ 49.32	22.65
AREA 2.....	\$ 53.69	26.03

SPECIALTY PAY:

- (A) Underground work such as tunnel work, sewer work, manholes, catch basins, sewer pipes and telephone conduit shall be paid \$1.25 per hour above the regular rate. Work in direct contact with raw sewage shall receive \$1.25 per hour in addition to the above.
- (B) Operating a saw or grinder shall receive \$1.25 per hour above the regular rate.
- (C) Guniting nozzle person shall receive \$1.25 per hour above the regular rate.

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BRCA0003-008 07/01/2022

Rates Fringes

TERRAZZO FINISHER.....	\$ 41.93	18.98
TERRAZZO WORKER/SETTER.....	\$ 56.84	27.53

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BRCA0003-010 04/01/2022

Rates Fringes

TILE FINISHER

Area 1.....	\$ 31.12	16.11
Area 2.....	\$ 30.90	17.87
Area 3.....	\$ 33.86	17.74
Area 4.....	\$ 31.89	17.18

Tile Layer

Area 1.....	\$ 51.02	19.35
Area 2.....	\$ 50.66	20.77
Area 3.....	\$ 55.41	20.87
Area 4.....	\$ 52.28	20.79

- AREA 1: Butte, Colusa, El Dorado, Glenn, Lassen, Modoc, Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Sutter, Tehama, Yolo, Yuba
- AREA 2: Alpine, Amador
- AREA 3: Marin, Napa, Solano, Siskiyou
- AREA 4: Sonoma

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BRCA0003-014 08/01/2022

Rates Fringes

MARBLE MASON.....	\$ 56.98	28.54
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CARP0034-001 07/01/2021

Rates      Fringes

Diver

Assistant Tender, ROV		
Tender/Technician.....	\$ 54.10	34.69
Diver standby.....	\$ 60.51	34.69
Diver Tender.....	\$ 59.51	34.69
Diver wet.....	\$ 103.62	34.69
Manifold Operator (mixed gas).....	\$ 64.51	34.69
Manifold Operator (Standby).\$	59.51	34.69

DEPTH PAY (Surface Diving):

050 to 100 ft	\$2.00 per foot
101 to 150 ft	\$3.00 per foot
151 to 220 ft	\$4.00 per foot
221 ft.-deeper	\$5.00 per foot

SATURATION DIVING:

The standby rate shall apply until saturation starts. The saturation diving rate applies when divers are under pressure continuously until work task and decompression are complete. The diver rate shall be paid for all saturation hours.

DIVING IN ENCLOSURES:

Where it is necessary for Divers to enter pipes or tunnels, or other enclosures where there is no vertical ascent, the following premium shall be paid: Distance traveled from entrance 26 feet to 300 feet: \$1.00 per foot. When it is necessary for a diver to enter any pipe, tunnel or other enclosure less than 48" in height, the premium will be \$1.00 per foot.

WORK IN COMBINATION OF CLASSIFICATIONS:

Employees working in any combination of classifications within the diving crew (except dive supervisor) in a shift are paid in the classification with the highest rate for that shift.

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CARP0034-003 07/01/2021

Rates      Fringes

Piledriver.....	\$ 54.10	34.69
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CARP0035-001 08/01/2020

AREA 1: MARIN, NAPA, SOLANO & SONOMA

AREA 3: SACRAMENTO, WESTERN EL DORADO (Territory west of an including highway 49 and the territory inside the city limits of Placerville), WESTERN PLACER (Territory west of and including highway 49), & YOLO

AREA 4: ALPINE, BUTTE, COLUSA, EASTERN EL DORADO, GLENN, LASSEN, MODOC, NEVADA, EASTERN PLACER, PLUMAS, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, & YUBA

	Rates	Fringes
Drywall Installers/Lathers:		
Area 1.....	\$ 52.65	31.26
Area 3.....	\$ 47.27	31.26
Area 4.....	\$ 45.92	31.26
Drywall Stocker/Scrapper		
Area 1.....	\$ 26.33	18.22
Area 3.....	\$ 23.64	18.22
Area 4.....	\$ 22.97	18.22

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 CARP0035-009 07/01/2020

Marin County

	Rates	Fringes
CARPENTER		
Bridge Builder/Highway Carpenter.....	\$ 52.65	30.82
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 52.80	30.82
Journeyman Carpenter.....	\$ 52.65	30.82
Millwright.....	\$ 52.75	32.41

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 CARP0035-010 07/01/2020

AREA 1: Marin, Napa, Solano & Sonoma Counties

AREA 2: Monterey, San Benito and Santa Cruz

AREA 3: Alpine, Butte, Colusa, El Dorado, Glenn, Lassen, Modoc, Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Siskiyou, Sutter, Tehama, Trinity, Yolo & Yuba counties

	Rates	Fringes
Modular Furniture Installer		
Area 1 Installer.....	\$ 28.76	22.53

Lead Installer.....	\$ 32.21	23.03
Master Installer.....	\$ 36.43	23.03
Area 2		
Installer.....	\$ 26.11	22.53
Lead Installer.....	\$ 29.08	23.03
Master Installer.....	\$ 32.71	23.03
Area 3		
Installer.....	\$ 25.16	22.53
Lead Installer.....	\$ 27.96	23.03
Master Installer.....	\$ 31.38	23.03

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 CARP0046-001 07/01/2021

El Dorado (West), Placer (West), Sacramento and Yolo Counties

Rates Fringes

Carpenters

Bridge Builder/Highway Carpenter.....	\$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 49.12	31.49
Journeyman Carpenter.....	\$ 48.97	31.49
Millwright.....	\$ 51.47	33.08

Footnote: Placer County (West) includes territory West of and including Highway 49 and El Dorado County (West) includes territory West of and including Highway 49 and territory inside the city limits of Placerville.

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 CARP0046-002 07/01/2021

Alpine, Colusa, El Dorado (East), Nevada, Placer (East),  
 Sierra, Sutter and Yuba Counties

Rates Fringes

Carpenters

Bridge Builder/Highway Carpenter.....	\$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 47.77	31.49
Journeyman Carpenter.....	\$ 47.62	31.49
Millwright.....	\$ 50.12	33.08

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 CARP0152-003 07/01/2020

Amador County

Rates Fringes

Carpenters

Bridge Builder/Highway Carpenter.....	\$ 52.65	30.82
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 45.57	30.82
Journeyman Carpenter.....	\$ 45.42	30.82
Millwright.....	\$ 47.92	32.41

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CARP0180-001 07/01/2021

Solano County

Rates Fringes

Carpenters

Bridge Builder/Highway Carpenter.....	\$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 55.00	31.49
Journeyman Carpenter.....	\$ 54.85	31.49
Millwright.....	\$ 54.95	33.08

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CARP0751-001 07/01/2021

Napa and Sonoma Counties

Rates Fringes

Carpenters

Bridge Builder/Highway Carpenter.....	\$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 55.00	31.49
Journeyman Carpenter.....	\$ 54.85	31.49
Millwright.....	\$ 54.95	33.08

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CARP1599-001 07/01/2020

Butte, Glenn, Lassen, Modoc, Plumas, Shasta, Siskiyou, Tehama  
and Trinity Counties

Rates Fringes

Carpenters

Bridge Builder/Highway Carpenter.....	\$ 52.65	30.82
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 45.57	30.82
Journeyman Carpenter.....	\$ 45.42	30.82
Millwright.....	\$ 47.92	32.41

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ELEC0180-001 06/01/2023

NAPA AND SOLANO COUNTIES

Rates Fringes

CABLE SPLICER.....	\$ 63.07	3%+26.88
ELECTRICIAN.....	\$ 56.06	3%+26.88

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ELEC0180-003 12/01/2022

NAPA AND SOLANO COUNTIES

Rates Fringes

Sound & Communications Installer.....	\$ 46.64	25.30
Technician.....	\$ 53.64	25.51

SCOPE OF WORK INCLUDES-

SOUND & VOICE TRANSMISSION (Music, Intercom, Nurse Call, Telephone); FIRE ALARM SYSTEMS [excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs], TELEVISION & VIDEO SYSTEMS, SECURITY SYSTEMS, COMMUNICATIONS SYSTEMS that transmit or receive information and/or control systems that are intrinsic to the above.

EXCLUDES-

Excludes all other data systems or multiple systems which include control function or power supply; excludes installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excludes energy management systems.

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN,  
NEVADA, PLACER, PLUMAS, SACRAMENTO, TRINITY, YOLO, YUBA COUNTIES

Rates Fringes

Communications System

Sound & Communications

Installer.....\$ 29.35 3%+15.35

Sound & Communications

Technician.....\$ 33.75 3%+15.35

SCOPE OF WORK

Includes the installation testing, service and maintenance, of the following systems which utilize the transmission and/or transference of voice, sound, vision and digital for commercial, education, security and entertainment purposes for the following TV monitoring and surveillance, background-foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call system, radio page, school intercom and sound, burglar alarms, and low voltage master clock systems.

A. SOUND AND VOICE TRANSMISSION/TRANSFERENCE SYSTEMS

Background foreground music Intercom and telephone interconnect systems, Telephone systems, Nurse call systems, Radio page systems, School intercom and sound systems, Burglar alarm systems, Low voltage master clock systems, Multi-media/multiplex systems, Sound and musical entertainment systems, RF systems, Antennas and Wave Guide.

B. FIRE ALARM SYSTEMS

Installation, wire pulling and testing

C. TELEVISION AND VIDEO SYSTEMS Television monitoring and surveillance systems, Video security systems, Video entertainment systems, Video educational systems, Microwave transmission systems, CATV and CCTV

D. SECURITY SYSTEMS Perimeter security systems Vibration sensor systems Card access systems Access control systems Sonar/infrared monitoring equipment

E. COMMUNICATIONS SYSTEMS THAT TRANSMIT OR RECEIVE INFORMATION AND/OR CONTROL SYSTEMS THAT ARE INTRINSIC TO THE ABOVE LISTED SYSTEMS SCADA (Supervisory Control and Data Acquisition) PCM (Pulse Code Modulation) Inventory Control Systems Digital Data Systems Broadband and Baseband and Carriers Point of Sale Systems VSAT Data Systems Data Communication

Systems RF and Remote Control Systems Fiber Optic  
 Data Systems WORK EXCLUDED Raceway systems are not covered  
 (excluding Ladder-Rack for the purpose of the above listed  
 systems). Chases and/or nipples (not to exceed 10 feet)  
 may be installed on open wiring systems. Energy management  
 systems. SCADA (Supervisory Control and Data Acquisition)  
 when not intrinsic to the above listed systems (in the  
 scope). Fire alarm systems when installed in raceways  
 (including wire and cable pulling) shall be performed at  
 the electrician wage rate, when either of the following two  
 (2) conditions apply:

1. The project involves new or major remodel building trades  
 construction.
2. The conductors for the fire alarm system are installed in  
 conduit.

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 ELEC0340-003 08/01/2022

ALPINE (West of Sierra Mt. Watershed), AMADOR, BUTTE, COLUSA,  
 EL DORADO (West of Sierra Mt. Watershed), GLENN, LASSEN, NEVADA  
 (West of Sierra Mt. Watershed), PLACER, PLUMAS, SACRAMENTO,  
 SHASTA, SIERRA (West of Sierra Mt. Watershed), SUTTER, TEHAMA,  
 TRINITY, YOLO & YUBA COUNTIES

Rates Fringes

ELECTRICIAN

Remaining area.....	\$ 45.06	34.09
Sierra Army Depot, Herlong..	\$ 48.83	18.54
Tunnel work.....	\$ 41.01	18.54

CABLE SPLICER: Receives 110% of the Electrician basic hourly  
 rate.

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 ELEC0401-005 01/01/2022

ALPINE (east of the main watershed divide), EL DORADO (east of  
 the main watershed divide), NEVADA (east of the main  
 watershed), PLACER (east of the main watershed divide) and  
 SIERRA (east of the main watershed divide) COUNTIES:

Rates Fringes

ELECTRICIAN.....	\$ 42.50	20.95
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ZONE RATE:

70-90 miles - \$8.00 per hour  
 91+ miles - \$10.00 per hour

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ELEC0551-004 06/01/2023

MARIN AND SONOMA COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 56.92	30.16

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ELEC0551-005 12/01/2022

MARIN & SONOMA COUNTIES

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 46.64	25.30
Technician.....	\$ 53.64	25.65

SCOPE OF WORK INCLUDES-

SOUND & VOICE TRANSMISSION (Music, Intercom, Nurse Call, Telephone); FIRE ALARM SYSTEMS [excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs],

TELEVISION & VIDEO SYSTEMS, SECURITY SYSTEMS, COMMUNICATIONS SYSTEMS that transmit or receive information and/or control systems that are intrinsic to the above.

EXCLUDES-

Excludes all other data systems or multiple systems which include control function or power supply; excludes installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excludes energy management systems.

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ELEC0659-006 01/01/2023

DEL NORTE, MODOC and SISKIYOU COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 43.97	19.26

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ELEC0659-008 02/01/2023

DEL NORTE, MODOC & SISKIYOU COUNTIES

	Rates	Fringes
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Line Construction

(1) Cable Splicer.....	\$ 67.80	4.5%+22.15
(2) Lineman, Pole Sprayer, Heavy Line Equipment Man....	\$ 60.54	4.5%+22.15
(3) Tree Trimmer.....	\$ 37.84	4.5%+14.30
(4) Line Equipment Man.....	\$ 53.82	4.5%+19.40
(5) Powdermen, Jackhammermen.....	\$ 40.37	4.5%+14.30
(6) Groundman.....	\$ 33.37	4.5%+14.30

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ELEC1245-004 06/01/2022

ALL COUNTIES EXCEPT DEL NORTE, MODOC & SISKIYOU

Rates      Fringes

LINE CONSTRUCTION

(1) Lineman; Cable splicer..	\$ 64.40	22.58
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment).....	\$ 50.00	21.30
(3) Groundman.....	\$ 38.23	20.89
(4) Powderman.....	\$ 51.87	18.79

HOLIDAYS: New Year's Day, M.L. King Day, Memorial Day,  
Independence Day, Labor Day, Veterans Day, Thanksgiving Day  
and day after Thanksgiving, Christmas Day

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ELEV0008-001 01/01/2023

Rates      Fringes

ELEVATOR MECHANIC.....\$ 77.61      37.335+a+b

FOOTNOTE:

- a. PAID VACATION: Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for 6 months to 5 years of service.
- b. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

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ENGI0003-008 08/01/2022

Rates      Fringes

Dredging: (DREDGING:  
CLAMSHELL & DIPPER DREDGING;

HYDRAULIC SUCTION DREDGING:)

AREA 1:

(1) Leverman.....	\$ 55.15	35.46
(2) Dredge Dozer; Heavy duty repairman.....	\$ 50.19	35.46
(3) Booster Pump Operator; Deck Engineer; Deck mate; Dredge Tender; Winch Operator.....	\$ 49.07	35.46
(4) Bargeman; Deckhand; Fireman; Leveehand; Oiler..	\$ 45.77	35.46

AREA 2:

(1) Leverman.....	\$ 57.15	35.46
(2) Dredge Dozer; Heavy duty repairman.....	\$ 52.19	35.46
(3) Booster Pump Operator; Deck Engineer; Deck mate; Dredge Tender; Winch Operator.....	\$ 51.07	35.46
(4) Bargeman; Deckhand; Fireman; Leveehand; Oiler..	\$ 47.77	35.46

AREA DESCRIPTIONS

AREA 1: ALAMEDA,BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS, SUTTER, YOLO, AND YUBA COUNTIES

AREA 2: MODOC COUNTY

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

ALPINE COUNTY:

Area 1: Northernmost part  
Area 2: Remainder

CALAVERAS COUNTY:

Area 1: Remainder  
Area 2: Eastern part

COLUSA COUNTY:

Area 1: Eastern part  
Area 2: Remainder

ELDORADO COUNTY:

Area 1: North Central part  
Area 2: Remainder

FRESNO COUNTY:

Area 1: Remainder

Area 2: Eastern part

**GLENN COUNTY:**

Area 1: Eastern part

Area 2: Remainder

**LASSEN COUNTY:**

Area 1: Western part along the Southern portion of border  
with Shasta County

Area 2: Remainder

**MADERA COUNTY:**

Area 1: Except Eastern part

Area 2: Eastern part

**MARIPOSA COUNTY**

Area 1: Except Eastern part

Area 2: Eastern part

**MONTERREY COUNTY**

Area 1: Except Southwestern part

Area 2: Southwestern part

**NEVADA COUNTY:**

Area 1: All but the Northern portion along the border of  
Sierra County

Area 2: Remainder

**PLACER COUNTY:**

Area 1: All but the Central portion

Area 2: Remainder

**PLUMAS COUNTY:**

Area 1: Western portion

Area 2: Remainder

**SHASTA COUNTY:**

Area 1: All but the Northeastern corner

Area 2: Remainder

**SIERRA COUNTY:**

Area 1: Western part

Area 2: Remainder

**SISKIYOU COUNTY:**

Area 1: Central part

Area 2: Remainder

**SONOMA COUNTY:**

Area 1: All but the Northwestern corner

Area 2: Remainder

**TEHAMA COUNTY:**

Area 1: All but the Western border with Mendocino & Trinity

Counties  
Area 2: Remainder

TRINITY COUNTY:  
Area 1: East Central part and the Northeastern border with  
Shasta County  
Area 2: Remainder

TUOLUMNE COUNTY:  
Area 1: Except Eastern part  
Area 2: Eastern part

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ENGI0003-019 06/29/2020

SEE AREA DESCRIPTIONS BELOW

Rates Fringes

OPERATOR: Power Equipment  
(LANDSCAPE WORK ONLY)

GROUP 1		
AREA 1.....	\$ 39.95	30.28
AREA 2.....	\$ 41.95	30.28
GROUP 2		
AREA 1.....	\$ 36.35	30.28
AREA 2.....	\$ 38.35	30.28
GROUP 3		
AREA 1.....	\$ 31.74	30.28
AREA 2.....	\$ 33.74	30.28

GROUP DESCRIPTIONS:

GROUP 1: Landscape Finish Grade Operator: All finish grade work regardless of equipment used, and all equipment with a rating more than 65 HP.

GROUP 2: Landscape Operator up to 65 HP: All equipment with a manufacturer's rating of 65 HP or less except equipment covered by Group 1 or Group 3. The following equipment shall be included except when used for finish work as long as manufacturer's rating is 65 HP or less: A-Frame and Winch Truck, Backhoe, Forklift, Hydragraphic Seeder Machine, Roller, Rubber-Tired and Track Earthmoving Equipment, Skiploader, Straw Blowers, and Trencher 31 HP up to 65 HP.

GROUP 3: Landscae Utility Operator: Small Rubber-Tired Tractor, Trencher Under 31 HP.

AREA DESCRIPTIONS:

AREA 1: ALAMEDA, BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN,

SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS,  
SUTTER, YOLO, AND YUBA COUNTIES

AREA 2 - MODOC COUNTY

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS  
NOTED BELOW:

ALPINE COUNTY:

Area 1: Northernmost part  
Area 2: Remainder

CALAVERAS COUNTY:

Area 1: Except Eastern part  
Area 2: Eastern part

COLUSA COUNTY:

Area 1: Eastern part  
Area 2: Remainder

DEL NORTE COUNTY:

Area 1: Extreme Southwestern corner  
Area 2: Remainder

ELDORADO COUNTY:

Area 1: North Central part  
Area 2: Remainder

FRESNO COUNTY

Area 1: Except Eastern part  
Area 2: Eastern part

GLENN COUNTY:

Area 1: Eastern part  
Area 2: Remainder

HUMBOLDT COUNTY:

Area 1: Except Eastern and Southwestern parts  
Area 2: Remainder

LAKE COUNTY:

Area 1: Southern part  
Area 2: Remainder

LASSEN COUNTY:

Area 1: Western part along the Southern portion of border  
with Shasta County  
Area 2: Remainder

MADERA COUNTY

Area 1: Remainder  
Area 2: Eastern part

MARIPOSA COUNTY

Area 1: Remainder  
Area 2: Eastern part

MENDOCINO COUNTY:

Area 1: Central and Southeastern parts  
Area 2: Remainder

MONTEREY COUNTY

Area 1: Remainder  
Area 2: Southwestern part

NEVADA COUNTY:

Area 1: All but the Northern portion along the border of  
Sierra County  
Area 2: Remainder

PLACER COUNTY:

Area 1: All but the Central portion  
Area 2: Remainder

PLUMAS COUNTY:

Area 1: Western portion  
Area 2: Remainder

SHASTA COUNTY:

Area 1: All but the Northeastern corner  
Area 2: Remainder

SIERRA COUNTY:

Area 1: Western part  
Area 2: Remainder

SISKIYOU COUNTY:

Area 1: Central part  
Area 2: Remainder

SONOMA COUNTY:

Area 1: All but the Northwestern corner  
Area 2: Reaminder

TEHAMA COUNTY:

Area 1: All but the Western border with mendocino & Trinity  
Counties  
Area 2: Remainder

TRINITY COUNTY:

Area 1: East Central part and the Northeaster border with  
Shasta County  
Area 2: Remainder

TULARE COUNTY;

Area 1: Remainder  
Area 2: Eastern part

TUOLUMNE COUNTY:

Area 1: Remainder

Area 2: Eastern Part

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ENGI0003-038 06/28/2023

""AREA 1"" WAGE RATES ARE LISTED BELOW

""AREA 2"" RECEIVES AN ADDITIONAL \$2.00 PER HOUR ABOVE AREA 1 RATES.

SEE AREA DEFINITIONS BELOW

Rates Fringes

OPERATOR: Power Equipment  
(AREA 1:)

GROUP 1.....	\$ 60.72	31.03
GROUP 2.....	\$ 59.19	31.03
GROUP 3.....	\$ 57.71	31.03
GROUP 4.....	\$ 56.33	31.03
GROUP 5.....	\$ 55.06	31.03
GROUP 6.....	\$ 53.74	31.03
GROUP 7.....	\$ 52.60	31.03
GROUP 8.....	\$ 51.46	31.03
GROUP 8-A.....	\$ 49.25	31.03

OPERATOR: Power Equipment  
(Cranes and Attachments -  
AREA 1:)

GROUP 1		
Cranes.....	\$ 52.30	31.15
Oiler.....	\$ 43.79	31.15
Truck crane oiler.....	\$ 46.08	31.15
GROUP 2		
Cranes.....	\$ 50.54	31.15
Oiler.....	\$ 42.83	31.15
Truck crane oiler.....	\$ 45.07	31.15
GROUP 3		
Cranes.....	\$ 48.80	31.15
Hydraulic.....	\$ 44.44	31.15
Oiler.....	\$ 42.55	31.15
Truck crane oiler.....	\$ 44.83	31.15
GROUP 4		
Cranes.....	\$ 45.76	31.15

OPERATOR: Power Equipment  
(Piledriving - AREA 1:)

GROUP 1		
Lifting devices.....	\$ 52.64	31.15
Oiler.....	\$ 43.38	31.15
Truck Crane Oiler.....	\$ 45.66	31.15
GROUP 2		
Lifting devices.....	\$ 50.82	31.15

Oiler.....	\$ 43.11	31.15
Truck Crane Oiler.....	\$ 45.41	31.15
GROUP 3		
Lifting devices.....	\$ 49.14	31.15
Oiler.....	\$ 42.89	31.15
Truck Crane Oiler.....	\$ 45.12	31.15
GROUP 4		
Lifting devices.....	\$ 47.37	31.15
GROUP 5		
Lifting devices.....	\$ 44.73	31.15
GROUP 6		
Lifting devices.....	\$ 42.50	31.15
OPERATOR: Power Equipment (Steel Erection - AREA 1:)		
GROUP 1		
Cranes.....	\$ 53.27	31.15
Oiler.....	\$ 43.72	31.15
Truck Crane Oiler.....	\$ 45.95	31.15
GROUP 2		
Cranes.....	\$ 51.50	31.15
Oiler.....	\$ 43.45	31.15
Truck Crane Oiler.....	\$ 45.73	31.15
GROUP 3		
Cranes.....	\$ 50.02	31.15
Hydraulic.....	\$ 45.07	31.15
Oiler.....	\$ 43.23	31.15
Truck Crane Oiler.....	\$ 45.46	31.15
GROUP 4		
Cranes.....	\$ 48.00	31.15
GROUP 5		
Cranes.....	\$ 46.70	31.15
OPERATOR: Power Equipment (Tunnel and Underground Work - AREA 1:)		
SHAFTS, STOPES, RAISES:		
GROUP 1.....	\$ 56.82	31.03
GROUP 1-A.....	\$ 49.99	31.15
GROUP 1A.....	\$ 59.29	31.03
GROUP 2.....	\$ 55.56	31.03
GROUP 3.....	\$ 54.23	31.03
GROUP 4.....	\$ 53.09	31.03
GROUP 5.....	\$ 51.95	31.03
UNDERGROUND:		
GROUP 1.....	\$ 47.42	31.15
GROUP 1-A.....	\$ 49.89	31.15
GROUP 2.....	\$ 46.16	31.15
GROUP 3.....	\$ 44.83	31.15
GROUP 4.....	\$ 43.69	31.15
GROUP 5.....	\$ 42.55	31.15

FOOTNOTE: Work suspended by ropes or cables, or work on a Yo-Yo Cat: \$.60 per hour additional.

## POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Operator of helicopter (when used in erection work); Hydraulic excavator, 7 cu. yds. and over; Power shovels, over 7 cu. yds.

GROUP 2: Highline cableway; Hydraulic excavator, 3-1/2 cu. yds. up to 7 cu. yds.; Licensed construction work boat operator, on site; Power blade operator (finish); Power shovels, over 1 cu. yd. up to and including 7 cu. yds. m.r.c.

GROUP 3: Asphalt milling machine; Cable backhoe; Combination backhoe and loader over 3/4 cu. yds.; Continuous flight tie back machine assistant to engineer or mechanic; Crane mounted continuous flight tie back machine, tonnage to apply; Crane mounted drill attachment, tonnage to apply; Dozer, slope brd; Gradall; Hydraulic excavator, up to 3 1/2 cu. yds.; Loader 4 cu. yds. and over; Long reach excavator; Multiple engine scraper (when used as push pull); Power shovels, up to and including 1 cu. yd.; Pre-stress wire wrapping machine; Side boom cat, 572 or larger; Track loader 4 cu. yds. and over; Wheel excavator (up to and including 750 cu. yds. per hour)

GROUP 4: Asphalt plant engineer/box person; Chicago boom; Combination backhoe and loader up to and including 3/4 cu. yd.; Concrete batch plant (wet or dry); Dozer and/or push cat; Pull- type elevating loader; Gradesetter, grade checker (GPS, mechanical or otherwise); Grooving and grinding machine; Heading shield operator; Heavy-duty drilling equipment, Hughes, LDH, Watson 3000 or similar; Heavy-duty repairperson and/or welder; Lime spreader; Loader under 4 cu. yds.; Lubrication and service engineer (mobile and grease rack); Mechanical finishers or spreader machine (asphalt, Barber-Greene and similar); Miller Formless M-9000 slope paver or similar; Portable crushing and screening plants; Power blade support; Roller operator, asphalt; Rubber-tired scraper, self-loading (paddle-wheels, etc.); Rubber- tired earthmoving equipment (scrapers); Slip form paver (concrete); Small tractor with drag; Soil stabilizer (P & H or equal); Spider plow and spider puller; Tubex pile rig; Unlicensed constuction work boat operator, on site; Timber skidder; Track loader up to 4 yds.; Tractor-drawn scraper; Tractor, compressor drill combination; Welder; Woods-Mixer (and other similar Pugmill equipment)

GROUP 5: Cast-in-place pipe laying machine; Combination slusher and motor operator; Concrete conveyor or concrete pump, truck or equipment mounted; Concrete conveyor, building site; Concrete pump or pumpcrete gun; Drilling equipment, Watson 2000, Texoma 700 or similar; Drilling and boring machinery, horizontal (not to apply to waterliners,

wagon drills or jackhammers); Concrete mixer/all; Person and/or material hoist; Mechanical finishers (concrete) (Clary, Johnson, Bidwell Bridge Deck or similar types); Mechanical burm, curb and/or curb and gutter machine, concrete or asphalt); Mine or shaft hoist; Portable crusher; Power jumbo operator (setting slip-forms, etc., in tunnels); Screed (automatic or manual); Self-propelled compactor with dozer; Tractor with boom D6 or smaller; Trenching machine, maximum digging capacity over 5 ft. depth; Vermeer T-600B rock cutter or similar

GROUP 6: Armor-Coater (or similar); Ballast jack tamper; Boom- type backfilling machine; Assistant plant engineer; Bridge and/or gantry crane; Chemical grouting machine, truck-mounted; Chip spreading machine operator; Concrete saw (self-propelled unit on streets, highways, airports and canals); Deck engineer; Drilling equipment Texoma 600, Hughes 200 Series or similar up to and including 30 ft. m.r.c.; Drill doctor; Helicopter radio operator; Hydro-hammer or similar; Line master; Skidsteer loader, Bobcat larger than 743 series or similar (with attachments); Locomotive; Lull hi-lift or similar; Oiler, truck mounted equipment; Pavement breaker, truck-mounted, with compressor combination; Paving fabric installation and/or laying machine; Pipe bending machine (pipelines only); Pipe wrapping machine (tractor propelled and supported); Screed (except asphaltic concrete paving); Self- propelled pipeline wrapping machine; Tractor; Self-loading chipper; Concrete barrier moving machine

GROUP 7: Ballast regulator; Boom truck or dual-purpose A-frame truck, non-rotating - under 15 tons; Cary lift or similar; Combination slurry mixer and/or cleaner; Drilling equipment, 20 ft. and under m.r.c.; Firetender (hot plant); Grouting machine operator; Highline cableway signalperson; Stationary belt loader (Kolman or similar); Lift slab machine (Vagtborg and similar types); Maginnes internal full slab vibrator; Material hoist (1 drum); Mechanical trench shield; Pavement breaker with or without compressor combination); Pipe cleaning machine (tractor propelled and supported); Post driver; Roller (except asphalt); Chip Seal; Self-propelled automatically applied concrete curing machine (on streets, highways, airports and canals); Self-propelled compactor (without dozer); Signalperson; Slip-form pumps (lifting device for concrete forms); Tie spacer; Tower mobile; Trenching machine, maximum digging capacity up to and including 5 ft. depth; Truck- type loader

GROUP 8: Bit sharpener; Boiler tender; Box operator; Brakeperson; Combination mixer and compressor (shotcrete/gunite); Compressor operator; Deckhand; Fire tender; Forklift (under 20 ft.); Generator; Gunite/shotcrete equipment operator; Hydraulic monitor; Ken seal machine (or similar); Mixermobile; Oiler; Pump

operator; Refrigeration plant; Reservoir-debris tug (self-propelled floating); Ross Carrier (construction site); Rotomist operator; Self-propelled tape machine; Shuttlecar; Self-propelled power sweeper operator (includes vacuum sweeper); Slusher operator; Surface heater; Switchperson; Tar pot firetender; Tugger hoist, single drum; Vacuum cooling plant; Welding machine (powered other than by electricity)

GROUP 8-A: Elevator operator; Skidsteer loader-Bobcat 743 series or smaller, and similar (without attachments); Mini excavator under 25 H.P. (backhoe-trencher); Tub grinder wood chipper

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## ALL CRANES AND ATTACHMENTS

GROUP 1: Clamshell and dragline over 7 cu. yds.; Crane, over 100 tons; Derrick, over 100 tons; Derrick barge pedestal-mounted, over 100 tons; Self-propelled boom-type lifting device, over 100 tons

GROUP 2: Clamshell and dragline over 1 cu. yd. up to and including 7 cu. yds.; Crane, over 45 tons up to and including 100 tons; Derrick barge, 100 tons and under; Self-propelled boom-type lifting device, over 45 tons; Tower crane

GROUP 3: Clamshell and dragline up to and including 1 cu. yd.; Cranes 45 tons and under; Self-propelled boom-type lifting device 45 tons and under;

GROUP 4: Boom Truck or dual purpose A-frame truck, non-rotating over 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) over 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) - under 15 tons;

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## PILEDRIVERS

GROUP 1: Derrick barge pedestal mounted over 100 tons; Clamshell over 7 cu. yds.; Self-propelled boom-type lifting device over 100 tons; Truck crane or crawler, land or barge mounted over 100 tons

GROUP 2: Derrick barge pedestal mounted 45 tons to and including 100 tons; Clamshell up to and including 7 cu. yds.; Self-propelled boom-type lifting device over 45 tons; Truck crane or crawler, land or barge mounted, over 45 tons up to and including 100 tons; Fundex F-12 hydraulic pile rig

GROUP 3: Derrick barge pedestal mounted under 45 tons; Self-propelled boom-type lifting device 45 tons and under; Skid/scow piledriver, any tonnage; Truck crane or crawler, land or barge mounted 45 tons and under

GROUP 4: Assistant operator in lieu of assistant to engineer; Forklift, 10 tons and over; Heavy-duty repairperson/welder

GROUP 5: Deck engineer

GROUP 6: Deckhand; Fire tender

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### STEEL ERECTORS

GROUP 1: Crane over 100 tons; Derrick over 100 tons; Self-propelled boom-type lifting device over 100 tons

GROUP 2: Crane over 45 tons to 100 tons; Derrick under 100 tons; Self-propelled boom-type lifting device over 45 tons to 100 tons; Tower crane

GROUP 3: Crane, 45 tons and under; Self-propelled boom-type lifting device, 45 tons and under

GROUP 4: Chicago boom; Forklift, 10 tons and over; Heavy-duty repair person/welder

GROUP 5: Boom cat

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### TUNNEL AND UNDERGROUND WORK

GROUP 1-A: Tunnel bore machine operator, 20' diameter or more

GROUP 1: Heading shield operator; Heavy-duty repairperson; Mucking machine (rubber tired, rail or track type); Raised bore operator (tunnels); Tunnel mole bore operator

GROUP 2: Combination slusher and motor operator; Concrete pump or pumcrete gun; Power jumbo operator

GROUP 3: Drill doctor; Mine or shaft hoist

GROUP 4: Combination slurry mixer cleaner; Grouting Machine operator; Motorman

GROUP 5: Bit Sharpener; Brakeman; Combination mixer and compressor (gunite); Compressor operator; Oiler; Pump

operator; Slusher operator

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AREA DESCRIPTIONS:

POWER EQUIPMENT OPERATORS, CRANES AND ATTACHMENTS, TUNNEL AND UNDERGROUND [These areas do not apply to Piledrivers and Steel Erectors]

AREA 1: DEL NORTE, HUMBOLDT, LAKE, MENDOCINO  
AREA 2 -NOTED BELOW

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

DEL NORTE COUNTY:

Area 1: Extreme Southwest corner  
Area 2: Remainder

HUMBOLDT COUNTY:

Area 1: Except Eastern and Southwestern parts  
Area 2: Remainder

LAKE COUNTY:

Area 1: Southern part  
Area 2: Remainder

MENDOCINO COUNTY:

Area 1: Central and Southeastern Parts  
Area 2: Remainder

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IRON0118-012 01/01/2023

ALPINE, LASSEN, MODOC, SISKIYOU and TRINITY COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 41.00	33.70

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IRON0118-013 01/01/2023

AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, MARIN, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SOLANO, SONOMA, SUTTER, TEHAMA, YOLO and YUBA COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 46.20	34.30

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LABO0067-003 06/26/2023

AREA ""1"" - MARIN and NAPA COUNTIES

AREA ""2"" - ALPINE, AMADOR, BUTTE COLUSA EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA, SUTTER, TEHAMA, TRINITY, YOLO, AND YUBA COUNTIES

Rates Fringes

LABORER (ASBESTOS/MOLD/LEAD LABORER)

Marin and Napa Counties.....	\$ 36.50	28.34
Remaining Counties.....	\$ 35.50	28.34

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LABO0067-005 06/27/2022

AREA ""A"" - ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO AND SANTA CLARA COUNTIES

AREA ""B"" - ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, DEL NORTE, EL DORADO, FRESNO, GLENN, HUMBOLDT, KINGS, LAKE, LASSEN, MADERA, MARIPOSA, MENDOCINO, MERCED, MODOC, MONTEREY, NEVADA, PLACER, PLUMAS, SANCREMENTO, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, SIERRA, SHASTA, SISKIYOU, STANISLAUS, TEHAMA, TRINITY, TULARE, TUOLUMNE, YOLO AND YUBA COUNTIES

Rates Fringes

LABORER (TRAFFIC CONTROL/LANE CLOSURE)

Escort Driver, Flag Person		
Area A.....	\$ 36.01	26.10
Area B.....	\$ 35.01	26.10
Traffic Control Person I		
Area A.....	\$ 36.31	26.10
Area B.....	\$ 35.31	26.10
Traffic Control Person II		
Area A.....	\$ 33.81	26.10
Area B.....	\$ 32.81	26.10

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

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LABO0185-002 07/01/2022

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO AND YUBA COUNTIES

Rates Fringes

LABORER

Mason Tender-Brick.....\$ 35.29 25.21

LABO0185-005 06/26/2023

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO AND YUBA COUNTIES

Rates Fringes

Tunnel and Shaft Laborers:

GROUP 1.....\$ 45.89 27.72
GROUP 2.....\$ 45.66 27.72
GROUP 3.....\$ 45.41 27.72
GROUP 4.....\$ 44.96 27.72
GROUP 5.....\$ 44.42 27.72
Shotcrete Specialist.....\$ 46.41 27.72

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0185-006 06/25/2018

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC,

NEVADA, PLACER, PLUMAS, SACRAMENTO, SHIESTA, SIERRA, SISKIYOU,  
SUTTER, TEHAMA, TRINITY, YOLO, YUBA COUNTIES

Rates Fringes

LABORER (CONSTRUCTION CRAFT

LABORERS - AREA B:)

Construction Specialist

Group.....	\$ 30.49	23.20
GROUP 1.....	\$ 29.79	23.20
GROUP 1-a.....	\$ 30.01	23.20
GROUP 1-c.....	\$ 30.01	23.20
GROUP 1-e.....	\$ 30.34	23.20
GROUP 1-f.....	\$ 30.37	23.20
GROUP 2.....	\$ 29.64	23.20
GROUP 3.....	\$ 29.54	23.20
GROUP 4.....	\$ 23.23	23.20

See groups 1-b and 1-d under laborer classifications.

LABORER (GARDENERS,

HORTICULTURAL & LANDSCAPE

LABORERS - AREA B:)

(1) New Construction.....	\$ 29.54	23.20
(2) Establishment Warranty Period.....	\$ 23.23	23.20

LABORER (GUNITES - AREA B:)

GROUP 1.....	\$ 29.75	22.31
GROUP 2.....	\$ 29.25	22.31
GROUP 3.....	\$ 28.66	22.31
GROUP 4.....	\$ 28.54	22.31

LABORER (WRECKING - AREA B:)

GROUP 1.....	\$ 29.79	23.20
GROUP 2.....	\$ 29.64	23.20

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive \$0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker;  
Chainsaw; Laser beam in connection with laborers' work;  
Cast-in-place manhole form setter; Pressure pipelayer;  
Davis trencher - 300 or similar type (and all small  
trenchers); Blaster; Diamond driller; Multiple unit drill;  
Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker

and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and buckler; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive \$4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shall receive \$5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive \$ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification "material cleaner" is to be utilized under the following conditions:

A: at demolition site for the salvage of the material.

B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.

C: for the cleaning of salvage material at the jobsite or

temporary jobsite yard.

The material cleaner classification should not be used in the performance of "form stripping, cleaning and oiling and moving to the next point of erection".

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GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

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WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

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LABO0185-008 07/01/2022

	Rates	Fringes
Plasterer tender.....	\$ 38.02	28.25

Work on a swing stage scaffold: \$1.00 per hour additional.

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LABO0261-002 06/28/2021

MARIN COUNTY

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..	\$ 34.48	26.21
Traffic Control Person I....	\$ 34.78	26.21
Traffic Control Person II...	\$ 32.28	26.21

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash

cushions.

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LABO0261-004 06/26/2023

MARIN COUNTY

Rates      Fringes

Tunnel and Shaft Laborers:

GROUP 1.....	\$ 45.89	27.72
GROUP 2.....	\$ 45.66	27.72
GROUP 3.....	\$ 45.41	27.72
GROUP 4.....	\$ 44.96	27.72
GROUP 5.....	\$ 44.42	27.72
Shotcrete Specialist.....	\$ 46.41	27.72

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

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LABO0261-007 07/01/2022

MARIN COUNTY

Rates      Fringes

LABORER

Mason Tender-Brick.....	\$ 36.54	25.21
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LABO0261-010 06/25/2018

MARIN COUNTY

Rates Fringes

LABORER (CONSTRUCTION CRAFT

LABORERS - AREA A:)

Construction Specialist

Group.....	\$ 31.49	23.20
GROUP 1.....	\$ 30.79	23.20
GROUP 1-a.....	\$ 31.01	23.20
GROUP 1-c.....	\$ 30.84	23.20
GROUP 1-e.....	\$ 31.34	23.20
GROUP 1-f.....	\$ 31.37	23.20
GROUP 2.....	\$ 30.64	23.20
GROUP 3.....	\$ 30.54	23.20
GROUP 4.....	\$ 24.23	23.20

See groups 1-b and 1-d under laborer classifications.

LABORER (GARDENERS,  
HORTICULTURAL & LANDSCAPE

LABORERS - AREA A:)

(1) New Construction.....	\$ 30.54	23.20
(2) Establishment Warranty Period.....	\$ 24.23	23.20

LABORER (GUNITE - AREA A:)

GROUP 1.....	\$ 30.75	22.31
GROUP 2.....	\$ 30.25	22.31
GROUP 3.....	\$ 29.66	22.31
GROUP 4.....	\$ 29.54	22.31

LABORER (WRECKING - AREA A:)

GROUP 1.....	\$ 30.79	23.20
GROUP 2.....	\$ 30.64	23.20

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive \$0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander,

pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Lead Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and buckler; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive \$4.00 per day above Group 1 wage rates. "Sewer cleaner" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shall receive \$5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive \$ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:

A: at demolition site for the salvage of the material.

B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.

C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of "form stripping, cleaning and oiling and moving to the next point of erection".

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GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Guniting laborer  
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WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)  
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LABO0261-015 07/01/2022

	Rates	Fringes
Plasterer tender.....	\$ 38.02	28.25

Work on a swing stage scaffold: \$1.00 per hour additional.  
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LABO0324-004 06/28/2021

NAPA, SOLANO, AND SONOMA, COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..	\$ 33.48	26.21
Traffic Control Person I....	\$ 33.78	26.21
Traffic Control Person II...	\$ 31.28	26.21

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

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LABO0324-008 06/26/2023

NAPA, SOLANO, AND SONOMA COUNTIES

Rates Fringes

Tunnel and Shaft Laborers:

GROUP 1.....	\$ 45.89	27.72
GROUP 2.....	\$ 45.66	27.72
GROUP 3.....	\$ 45.41	27.72
GROUP 4.....	\$ 44.96	27.72
GROUP 5.....	\$ 44.42	27.72
Shotcrete Specialist.....	\$ 46.41	27.72

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

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LABO0324-010 07/01/2022

SOLANO AND SONOMA COUNTIES

Rates Fringes

LABORER

Mason Tender-Brick.....	\$ 35.84	25.91
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LABO0324-013 06/25/2018

NAPA, SOLANO, AND SONOMA COUNTIES

Rates Fringes

LABORER (CONSTRUCTION CRAFT  
LABORERS - AREA B:)

Construction Specialist		
Group.....	\$ 30.49	23.20
GROUP 1.....	\$ 29.79	23.20
GROUP 1-a.....	\$ 30.01	23.20
GROUP 1-c.....	\$ 29.84	23.20
GROUP 1-e.....	\$ 30.34	23.20
GROUP 1-f.....	\$ 29.37	23.20
GROUP 2.....	\$ 29.64	23.20
GROUP 3.....	\$ 29.54	23.20
GROUP 4.....	\$ 23.23	23.20

See groups 1-b and 1-d under laborer classifications.

LABORER (GARDENERS,  
HORTICULTURAL & LANDSCAPE  
LABORERS - AREA B:)

(1) New Construction.....	\$ 29.54	23.20
(2) Establishment Warranty		
Period.....	\$ 23.23	23.20

LABORER (GUNITE - AREA B:)

GROUP 1.....	\$ 29.75	22.31
GROUP 2.....	\$ 29.25	22.31
GROUP 3.....	\$ 28.66	22.31
GROUP 4.....	\$ 28.54	22.31

LABORER (WRECKING - AREA B:)

GROUP 1.....	\$ 29.79	23.20
GROUP 2.....	\$ 29.64	23.20

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive \$0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified

hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and buckler; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive \$4.00 per day above Group 1 wage rates. "Sewer cleaner" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shall receive \$5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All

employees performing work covered herein shall receive \$ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:

A: at demolition site for the salvage of the material.

B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.

C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of "form stripping, cleaning and oiling and moving to the next point of erection".

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GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer  
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WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)  
-----

LABO0324-019 07/01/2022

Rates Fringes

Plasterer tender.....\$ 38.02 28.25

Work on a swing stage scaffold: \$1.00 per hour additional.  
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PAIN0016-004 01/01/2023

MARIN, NAPA, SOLANO & SONOMA COUNTIES

Rates Fringes

Painters:.....\$ 47.42 27.28

PREMIUMS:

EXOTIC MATERIALS - \$1.25 additional per hour.

SPRAY WORK: - \$0.50 additional per hour.

INDUSTRIAL PAINTING - \$0.25 additional per hour

[Work on industrial buildings used for the manufacture and processing of goods for sale or service; steel construction (bridges), stacks, towers, tanks, and similar structures]

HIGH WORK:

over 50 feet - \$2.00 per hour additional

100 to 180 feet - \$4.00 per hour additional

Over 180 feet - \$6.00 per hour additional

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PAIN0016-005 07/01/2023

ALPINE, BUTTE, COLUSA, EL DORADO (west of the Sierra Nevada Mountains), GLENN, LASSEN (west of Hwy. 395, excluding Honey Lake); MARIN, MODOC, NAPA, NEVADA (west of the Sierra Nevada Mountains), PLACER (west of the Sierra Nevada Mountains), PLUMAS, SACRAMENTO, SHASTA, SIERRA (west of the Sierra Nevada Mountains), SISKIYOU, SOLANO, SONOMA, SUTTER, TEHAMA, TRINITY, YOLO AND YUBA COUNTIES

Rates      Fringes

DRYWALL FINISHER/TAPER.....\$ 56.28      29.94

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PAIN0016-007 01/01/2023

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO (west of the Sierra Nevada Mountains), GLENN, LASSEN (west of Highway 395, excluding Honey Lake), MODOC, NEVADA (west of the Sierra Nevada Mountains), PLACER (west of the Sierra Nevada Mountains), PLUMAS, SACRAMENTO, SHASTA, SIERRA (west of the Sierra Nevada Mountains), SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO & YUBA COUNTIES

Rates      Fringes

Painters:.....\$ 38.23      22.05

SPRAY/SANDBLAST: \$0.50 additional per hour.  
EXOTIC MATERIALS: \$1.25 additional per hour.  
HIGH TIME: Over 50 ft above ground or water level \$2.00 additional per hour. 100 to 180 ft above ground or water level \$4.00 additional per hour. Over 180 ft above ground or water level \$6.00 additional per hour.

-----  
PAIN0016-008 01/01/2023

MARIN, NAPA, SOLANO AND SONOMA COUNTIES

Rates      Fringes

SOFT FLOOR LAYER.....\$ 55.25      32.63

-----  
PAIN0169-004 01/01/2023

MARIN, NAPA & SONOMA COUNTIES; SOLANO COUNTY (west of a line defined as follows: Hwy. 80 corridor beginning at the City of Fairfield, including Travis Air Force Base and Suisun City;

going north of Manakas Corner Rd., continue north on Suisun Valley Rd. to the Napa County line; Hwy. 80 corridor south on Grizzly Island Rd. to the Grizzly Island Management area)

Rates Fringes

GLAZIER.....\$ 55.77 32.45

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\* PAIN0567-001 07/01/2022

EL DORADO COUNTY (east of the Sierra Nevada Mountains); LASSEN COUNTY (east of Highway 395, beginning at Stacey and including Honey Lake); NEVADA COUNTY (east of the Sierra Nevada Mountains); PLACER COUNTY (east of the Sierra Nevada Mountains); AND SIERRA COUNTY (east of the Sierra Nevada Mountains)

Rates Fringes

Painters:

Brush and Roller.....\$ 33.15 14.29  
Spray Painter & Paperhanger.\$ 34.81 14.29

PREMIUMS:

Special Coatings (Brush), and Sandblasting = \$0.50/hr  
Special Coatings (Spray), and Steeplejack = \$1.00/hr  
Special Coating Spray Steel = \$1.25/hr  
Swing Stage = \$2.00/hr

\*A special coating is a coating that requires the mixing of 2 or more products.

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PAIN0567-007 07/01/2022

EL DORADO COUNTY (east of the Sierra Nevada Mountains); LASSEN COUNTY (east of Highway 395, beginning at Stacey and including Honey Lake); NEVADA COUNTY (east of the Sierra Nevada Mountains); PLACER COUNTY (east of the Sierra Nevada Mountains) AND SIERRA COUNTY (east of the Sierra Nevada Mountains)

Rates Fringes

SOFT FLOOR LAYER.....\$ 34.27 16.47

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PAIN0567-010 07/01/2022

EL DORADO COUNTY (east of the Sierra Nevada Mountains); LASSEN COUNTY (east of Highway 395, beginning at Stacey and including Honey Lake); NEVADA COUNTY (east of the Sierra Nevada Mountains); PLACER COUNTY (east of the Sierra Nevada

Mountains); AND SIERRA COUNTY (east of the Sierra Nevada Mountains)

Rates Fringes

Drywall

(1) Taper.....	\$ 38.92	14.99
(2) Steeplejack - Taper, over 40 ft with open space below.....	\$ 40.42	14.99

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PAIN0767-004 01/01/2023

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SOLANO (Remainder), SUTTER, TEHAMA, TRINITY, YOLO, YUBA

Rates Fringes

GLAZIER.....	\$ 43.15	33.72
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PAID HOLIDAYS: New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day.

Employee required to wear a body harness shall receive \$1.50 per hour above the basic hourly rate at any elevation.

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PAIN1176-001 07/01/2022

HIGHWAY IMPROVEMENT

Rates Fringes

Parking Lot Striping/Highway Marking:

GROUP 1.....	\$ 40.83	17.62
GROUP 2.....	\$ 34.71	17.62
GROUP 3.....	\$ 35.11	17.62

CLASSIFICATIONS

GROUP 1: Striper: Layout and application of painted traffic stripes and marking; hot thermo plastic; tape, traffic stripes and markings

GROUP 2: Gamecourt & Playground Installer

GROUP 3: Protective Coating, Pavement Sealing

ALPINE; COLUSA; EL DORADO (west of the Sierra Nevada Mountains); GLENN; LASSEN (west of Highway 395, beginning at Stacey and including Honey Lake); MODOC; NEVADA (west of the Sierra Nevada Mountains); PLACER (west of the Sierra Nevada Mountains); PLUMAS; SACRAMENTO; SHASTA; SIERRA (west of the Sierra Nevada Mountains); SISKIYOU; SUTTER; TEHAMA; TRINITY; YOLO AND YUBA COUNTIES

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 46.24	25.96

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 PLAS0300-003 07/01/2018

	Rates	Fringes
PLASTERER		
AREA 295: Alpine, Amador, Butte, Colusa, El Dorado, Glenn, Lassen, Modoc, Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Siskiyou, Solano, Sutter, Tehema, Trinity, Yolo & Yuba Counties.....	\$ 32.70	31.68
AREA 355: Marin.....	\$ 36.73	31.68
AREA 355: Napa & Sonoma Counties.....	\$ 32.70	31.68

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 PLAS0300-005 07/01/2016

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 32.15	23.27

-----  
 PLUM0038-002 07/01/2022

MARIN AND SONOMA COUNTIES

	Rates	Fringes
PLUMBER (Plumber, Steamfitter, Refrigeration Fitter)		
(1) Work on wooden frame structures 5 stories or less excluding high-rise buildings and commercial work such as hospitals, prisons, hotels, schools, casinos, wastewater		

treatment plants, and  
 resarch facilities as well  
 as refrigeration  
 pipefitting, service and  
 repair work - MARKET  
 RECOVERY RATE.....\$ 69.70      46.38  
 (2) All other work - NEW  
 CONSTRUCTION RATE.....\$ 82.00      48.18

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 PLUM0038-006 07/01/2022

MARIN & SONOMA COUNTIES

	Rates	Fringes
Landscape/Irrigation Fitter (Underground/Utility Fitter).....	\$ 69.70	33.15

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 PLUM0228-001 01/01/2023

BUTTE, COLUSA, GLENN, LASSEN, MODOC, PLUMAS, SHASTA, SIERRA,  
 SISKIYOU, SUTTER, TEHAMA, TRINITY & YUBA COUNTIES

	Rates	Fringes
PLUMBER.....	\$ 44.75	37.89

-----  
 PLUM0343-001 07/01/2022

NAPA AND SOLANO COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER		
Light Commercial.....	\$ 30.85	20.40
All Other Work.....	\$ 58.00	40.48

DEFINITION OF LIGHT COMMERCIAL:  
 Work shall include strip shopping centers, office buildings,  
 schools and other commercial structures which the total  
 plumbing bid does not exceed Two Hundred and Fifty Thousand  
 (\$250,000) and the total heating and cooling does not  
 exceed Two Hundred Fifty Thousand (\$250,000); or Any  
 projects bid in phases shall not qualify unless the total  
 project is less than Two Hundred Fifty Thousand (\$250,000)  
 for the plumbing bid; and Two Hundred Fifty Thousand  
 (\$250,000) for the heating and cooling bid. Excluded are  
 hospitals, jails, institutions and industrial projects,  
 regardless size of the project

FOOTNOTES: While fitting galvanized material: \$.75 per hour  
 additional. Work from trusses, temporary staging,  
 unguarded structures 35' from the ground or water: \$.75 per

hour additional. Work from swinging scaffolds, boatswains chairs or similar devices: \$.75 per hour additional.

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PLUM0350-001 08/01/2021

EL DORADO COUNTY (Lake Tahoe area only); NEVADA COUNTY (Lake Tahoe area only); AND PLACER COUNTY (Lake Tahoe area only)

Rates Fringes

PLUMBER/PIPEFITTER.....\$ 47.54 17.11

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PLUM0355-001 07/01/2022

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SOLANO, SUTTER, TEHAMA, TRINITY, YOLO, AND YUBA COUNTIES

Rates Fringes

Underground Utility Worker  
/Landscape Fitter.....\$ 32.22 17.55

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PLUM0442-003 07/01/2023

AMADOR (South of San Joaquin River) and ALPINE COUNTIES

Rates Fringes

PLUMBER.....\$ 51.90 35.64

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PLUM0447-001 07/01/2023

AMADOR (north of San Joaquin River), EL DORADO (excluding Lake Tahoe area), NEVADA (excluding Lake Tahoe area); PLACER (excluding Lake Tahoe area), SACRAMENTO AND YOLO COUNTIES

Rates Fringes

PLUMBER/PIPEFITTER  
Journeyman.....\$ 61.12 28.75  
Light Commercial Work.....\$ 36.23 17.72

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\* ROOF0081-006 08/01/2023

MARIN, NAPA, SOLANO AND SONOMA COUNTIES

Rates Fringes

Roofer.....\$ 52.47      22.31

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\* ROOF0081-007 08/01/2023

ALPINE, BUTTE, COLUSA, EL DORADO, GLENN,LASSEN, MODOC, NEVADA,  
PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER,  
TEHAMA, TRINITY, YOLO, AND YUBA COUNTIES

Rates      Fringes

Roofer.....\$ 46.73      21.36

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SFCA0483-003 01/01/2023

MARIN, NAPA, SOLANO AND SONOMA COUNTIES

Rates      Fringes

SPRINKLER FITTER (Fire  
Sprinklers).....\$ 72.59      36.95

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SFCA0669-003 04/01/2023

ALPINE, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA,  
PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER,  
TEHAMA, TRINITY, YOLO AND YUBA COUNTIES

Rates      Fringes

SPRINKLER FITTER.....\$ 46.46      27.39

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SHEE0104-006 06/29/2020

MARIN, NAPA, SOLANO SONOMA & TRINITY COUNTIES

Rates      Fringes

Sheet Metal Worker  
Mechanical Contracts  
\$200,000 or less.....\$ 55.92      45.29  
All other work.....\$ 64.06      46.83

-----  
SHEE0104-009 07/01/2021

AMADOR, COLUSA, EL DORADO, NEVADA, PLACER, SACRAMENTO, SUTTER,  
YOLO AND YUBA COUNTIES

Rates      Fringes

SHEET METAL WORKER.....\$ 47.85      41.90

SHEE0104-010 07/01/2020

AIPINE COUNTY

Rates Fringes

SHEET METAL WORKER.....\$ 43.50 37.42

SHEE0104-011 07/01/2020

BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, YOLO AND YUBA COUNTIES

Rates Fringes

Sheet Metal Worker (Metal decking and siding only).....\$ 44.45 35.55

SHEE0104-014 07/01/2020

MARIN, NAPA, SOLANO, SONOMA AND TRINITY COUNTIES

Rates Fringes

SHEET METAL WORKER (Metal Decking and Siding only).....\$ 44.45 35.55

SHEE0104-019 07/01/2020

BUTTE, GLENN, LASSEN, MODOC, PLUMAS, SHASTA, SIERRA, SISKIYOU AND TEHAMA COUNTIES

Rates Fringes

SHEET METAL WORKER  
Mechanical Jobs \$200,000 & under.....\$ 35.16 35.88  
Mechanical Jobs over \$200,000.....\$ 46.60 40.21

TEAM0094-001 07/01/2022

Rates Fringes

Truck drivers:

GROUP 1.....\$ 36.95 31.14  
GROUP 2.....\$ 37.25 31.14  
GROUP 3.....\$ 37.55 31.14  
GROUP 4.....\$ 37.90 31.14  
GROUP 5.....\$ 38.25 31.14

## FOOTNOTES:

Articulated dump truck; Bulk cement spreader (with or without auger); Dumpcrete truck; Skid truck (debris box); Dry pre-batch concrete mix trucks; Dumpster or similar type; Slurry truck: Use dump truck yardage rate.  
Heater planer; Asphalt burner; Scarifier burner; Industrial lift truck (mechanical tailgate); Utility and clean-up truck: Use appropriate rate for the power unit or the equipment utilized.

## TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Dump trucks, under 6 yds.; Single unit flat rack (2-axle unit); Nipper truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump machine; Fork lift and lift jitneys; Fuel and/or grease truck driver or fuel person; Snow buggy; Steam cleaning; Bus or personhaul driver; Escort or pilot car driver; Pickup truck; Teamster oiler/greaser and/or serviceworker; Hook tender (including loading and unloading); Team driver; Tool room attendant (refineries)

GROUP 2: Dump trucks, 6 yds. and under 8 yds.; Transit mixers, through 10 yds.; Water trucks, under 7,000 gals.; Jetting trucks, under 7,000 gals.; Single-unit flat rack (3-axle unit); Highbed heavy duty transport; Scissor truck; Rubber-tired muck car (not self-loaded); Rubber-tired truck jumbo; Winch truck and "A" frame drivers; Combination winch truck with hoist; Road oil truck or bootperson; Buggymobile; Ross, Hyster and similar straddle carriers; Small rubber-tired tractor

GROUP 3: Dump trucks, 8 yds. and including 24 yds.; Transit mixers, over 10 yds.; Water trucks, 7,000 gals. and over; Jetting trucks, 7,000 gals. and over; Vacuum trucks under 7500 gals. Trucks towing tilt bed or flat bed pull trailers; Lowbed heavy duty transport; Heavy duty transport tiller person; Self-propelled street sweeper with self-contained refuse bin; Boom truck - hydro-lift or Swedish type extension or retracting crane; P.B. or similar type self-loading truck; Tire repairperson; Combination bootperson and road oiler; Dry distribution truck (A bootperson when employed on such equipment, shall receive the rate specified for the classification of road oil trucks or bootperson); Ammonia nitrate distributor, driver and mixer; Snow Go and/or plow

GROUP 4: Dump trucks, over 25 yds. and under 65 yds.; Water pulls - DW 10's, 20's, 21's and other similar equipment when pulling Aqua/pak or water tank trailers; Helicopter pilots (when transporting men and materials); Lowbed Heavy Duty Transport up to including 7 axles; DW10's, 20's, 21's

and other similar Cat type, Terra Cobra, LeTourneau Pulls, Tournorocker, Euclid and similar type equipment when pulling fuel and/or grease tank trailers or other miscellaneous trailers; Vacuum Trucks 7500 gals and over and truck repairman

GROUP 5: Dump trucks, 65 yds. and over; Holland hauler; Low bed Heavy Duty Transport over 7 axles

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

### Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is

based.

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## WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board

U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.



END OF GENERAL DECISIO"

## **AGREEMENT FOR CONSULTANT SERVICES**

This agreement (“Agreement”), dated as of April 3, 2024 (“Effective Date”) is by and between the Sonoma-Marín Area Rail Transit District (hereinafter “SMART”), and Ghirardelli Associates, Inc. (hereinafter “Consultant”).

### RECITALS

WHEREAS, Consultant represents that it is a duly qualified, licensed, and experienced in the areas of construction management support services, including resident engineer services, civil inspector services, electrical inspector services, and train control systems inspector services; and

WHEREAS, in the judgment of the Board of Directors of SMART or District, it is necessary and desirable to employ the services of Consultant to provide construction management support services, including resident engineer services, civil inspector services, electrical inspector services, and train control systems inspector services on a task-order basis; and

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

### AGREEMENT

#### **ARTICLE 1. RECITALS.**

Section 1.01        The above Recitals are true and correct.

#### **ARTICLE 2. LIST OF EXHIBITS.**

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

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

#### **ARTICLE 3. REQUEST FOR SERVICES.**

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

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

#### **ARTICLE 4. SCOPE OF SERVICES.**

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

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

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

Section 4.04 Assigned Personnel.

- (a) Consultant shall assign only competent personnel to perform work hereunder. In the event that at any time SMART, in its sole discretion, desires the removal of any person or persons assigned by Consultant to perform work hereunder, Consultant shall remove such person or persons immediately upon receiving written notice from SMART.
- (b) Any and all persons identified in this Agreement or any exhibit hereto as the project manager, project team, or other professional performing work hereunder on behalf of the Consultant are deemed by SMART to be key personnel whose services were a material inducement to SMART to enter into this Agreement, and without whose services SMART would not have entered into this Agreement. Consultant shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of SMART. Key personnel shall be as listed in the applicable Task Order.
- (c) In the event that any of Consultant’s personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness or other factors outside of Consultant’s control, Consultant shall be responsible for timely provision of adequately qualified replacements.
- (d) Consultant shall assign the following key personnel for the term of this Agreement: Randall Bruner, Charlie Krueger, Laurence Farrell, Scott Buckley, John Collins, Rick Kaufman, Christopher Morris, Kelsey Ballesteros, Rafey Khan, Peter Tzifas, Mustafa Hosseini, and Zara Younossi.

## ARTICLE 5. PAYMENT.

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

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

Section 5.02 Consultant will be reimbursed for hours worked at the hourly rates specified in **Exhibit B**. The specified hourly rates shall include direct salary costs, employee benefits, prevailing wages, employer payments, overhead, and fee. These rates are not adjustable for the performance period set forth in this Agreement. In addition, Consultant shall be reimbursed for incurred (actual) direct costs other than salary costs that are identified in **Exhibit B** and authorized in the executed Task Order. Task Orders may be negotiated for a lump sum (Firm Fixed Price) or for specific rates of compensation, both of which must be based on the labor and other rates set forth in the **Exhibit B**.

Section 5.03 Consultant shall be responsible for any future adjustments to prevailing wage rates including, but not limited to, base hourly rates and employer payments as determined by the Department of Industrial Relations. Consultant is responsible for paying the appropriate rate, including escalations that take place during the term of the Agreement.

Section 5.04 The total amount payable by SMART for all Task Orders resulting from this Agreement shall not exceed \$7,000,000. It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under this Agreement through Task Orders.

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

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

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

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

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

## **ARTICLE 6. TERM OF AGREEMENT.**

Section 6.01 The term of this Agreement shall remain in effect through December 31, 2028 or whenever the maximum not-to-exceed amount is reached, unless terminated earlier in accordance with the provisions of **Article 7** below. The period of performance for each specific project shall be in accordance with the Task Order for that project. No Task Order will be written which extends beyond the expiration date of this Agreement.

## **ARTICLE 7. TERMINATION.**

Section 7.01 Termination Without Cause. The District's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the District for any payment may arise until funds are made available by the District for this contract and until the Contractor or Consultant receives notice of such availability, as such and notwithstanding any other provision of this Agreement, at any time and without cause, SMART shall have the right, at their sole discretion, to terminate this Agreement by giving 30 days written notice to the other party.

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

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

Section 7.04 Payment Upon Termination. Upon termination of this Agreement by SMART, Consultant shall be entitled to receive as full payment for all services satisfactorily rendered and expenses incurred hereunder, an amount which bears the same ratio to the total payment specified in the Agreement as the services satisfactorily rendered hereunder by Consultant bear to the total services otherwise required to be performed for such total payment;

provided, however, that if services are to be paid on an hourly or daily basis, then Consultant shall be entitled to receive as full payment an amount equal to the number of hours or days actually worked prior to termination times the applicable hourly or daily rate; provided further that if SMART terminates the Agreement for cause pursuant to **Section 7.02**, SMART shall deduct from such amount the amount of damage, if any, sustained by SMART by virtue of the breach of the Agreement by Consultant.

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

## **ARTICLE 8. INDEMNIFICATION**

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

## **ARTICLE 9. INSURANCE.**

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

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

Section 9.02 General Liability Insurance. Commercial General Liability insurance covering products-completed and ongoing operations, property damage, bodily injury and personal injury using an occurrence policy form, in an amount no less than \$2,000,000 per occurrence, and \$4,000,000 aggregate. Said policy shall include a Railroads CG 24 17 endorsement removing the exclusion of coverage, if applicable, for bodily injury or property

damage arising out of operations within 50 feet of any railroad property and affecting any railroad bridge, trestle, tracks, roadbeds, tunnel, underpass or crossing as appropriate.

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

Section 9.04 Professional Liability Insurance (Errors and Omissions). Professional Liability insurance with limit no less than \$5,000,000 per occurrence or claim.

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

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

whether or not SMART has received a waiver of subrogation endorsement from the insurer.

- (e) The insurance policy(ies) shall be written by an insurance company or companies acceptable to SMART. Such insurance company shall be authorized to transact business in the state of California.

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

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

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

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

Section 9.08 Documentation. The following documentation shall be submitted to SMART:

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

before expiration or other termination of the existing policy.

Please email all renewal certificates of insurance and corresponding policy documents to [InsuranceRenewals@sonomamarintrain.org](mailto:InsuranceRenewals@sonomamarintrain.org).

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

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

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

## **ARTICLE 10. PROSECUTION OF WORK.**

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

## **ARTICLE 11. EXTRA OR CHANGED WORK.**

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

## **ARTICLE 12. REPRESENTATIONS OF CONSULTANT.**

Section 12.01 Standard of Care. SMART has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant hereby agrees that all its work will be performed and that its operations shall be conducted in accordance with generally accepted and applicable professional practices and standards as well

as the requirements of applicable federal, state and local laws, it being understood that acceptance of Consultant's work by SMART shall not operate as a waiver or release.

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

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

Section 12.04 Records Maintenance. Consultant shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement and shall make such documents and records available to SMART, the Federal Transit Administration, the Federal Railroad Administration, or Caltrans Auditors for inspection at any reasonable time. For the purposes of determining compliance with Gov. Code 8546.7, the Consultant, Subconsultants, and SMART shall maintain all books, documents, papers, accounting records, Independent CPA Audited Indirect Cost Rate workpapers, and other evidence pertaining to the performance of the Agreement including, but not limited to, the costs of administering the Agreement. Consultant shall maintain such records for a period of four (4) years following the date of final payment under the Agreement. Consultant and Subconsultants shall permit access to all records of employment, employment advertisements, employment application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission, or any other agency of the State of California designated by the State, for the purpose of any investigation to ascertain compliance with this document.

Section 12.05 Audit Reviews. Consultant and subconsultant Agreements, including cost proposals and Indirect Cost Rates (ICR), may be subject to audits or reviews such as, but not limited to, an Agreement audit, an incurred cost audit, an ICR audit, or a CPA ICR audit work paper review. If selected for audit or review, the Agreement, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is the Consultant's responsibility to ensure federal, SMART, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The Agreement, cost proposal, and ICR shall be adjusted by Consultant and approved by SMART to

conform to the audit or review recommendations. Consultant agrees that individual terms of costs identified in the audit report shall be incorporated into the Agreement by this reference if directed by SMART at its sole discretion. Refusal by Consultant to incorporate audit or review recommendations, or to ensure that the federal, SMART or local governments have access to CPA work papers, will be considered a breach of Agreement terms and cause for termination of the Agreement and disallowance of prior reimbursed costs.

Consultant's Cost Proposal may be subject to a CPA ICR Audit Work Paper Review and/or audit by the Independent Office of Audits and Investigations (IOAI). IOAI, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the Consultant and approved by SMART to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the Consultant to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the Agreement terms and cause for termination of the Agreement and disallowance of prior reimbursed costs.

1. During IOAI's review of the ICR audit work papers created by the Consultant's independent CPA, IOAI will work with the CPA and/or Consultant toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If IOAI identifies significant issues during the review and is unable to issue a cognizant approval letter, SMART will reimburse the Consultant at an accepted ICR until a FAR (Federal Acquisition Regulation) compliant ICR (e.g. 48 CFR Part 31; GAAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials (AASHTO) Audit Guide; and other applicable procedures and guidelines) is received and approved by IOAI.

Accepted rates will be as follows:

- a. If the proposed rate is less than one hundred fifty percent (150%) - the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.
  - b. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) - the accepted rate will be eighty-five percent (85%) of the proposed rate.
  - c. If the proposed rate is greater than two hundred percent (200%) - the accepted rate will be seventy-five percent (75%) of the proposed rate.
2. If IOAI is unable to issue a cognizant letter per paragraph 1. above, IOAI may require Consultant to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. IOAI will then have up to six (6) months to review the Consultant's and/or the independent CPA's revisions.
  3. If the Consultant fails to comply with the provisions of this section, or if IOAI is still unable to issue a cognizant approval letter after the revised independent CPA audited ICR is submitted, overhead cost reimbursement will be limited to the accepted ICR that was established upon initial rejection of the ICR and set forth in paragraph 1. for all rendered

services. In this event, this accepted ICR will become the actual and final ICR for reimbursement purposes under this Agreement.

4. Consultant may submit to SMART final invoice only when all of the following items have occurred: (1) IOAI accepts or adjusts the original or revised independent CPA audited ICR; (2) all work under this Agreement has been completed to the satisfaction of SMART; and, (3) IOAI has issued its final ICR review letter. The Consultant must submit its final invoice to SMART no later than sixty (60) calendar days after occurrence of the last of these items. The accepted ICR will apply to this Agreement and all other agreements executed between SMART and the Consultant, either as a prime or subconsultant, with the same fiscal period ICR.

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

Section 12.07 Nondiscrimination. Consultant shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition (including cancer), pregnancy, physical disability (including HIV and AIDS), mental disability, denial of family care leave, sexual orientation or other prohibited basis, including without limitation, SMART's Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference. Consultant shall also comply with the provisions of the Fair Employment and Housing Act (California Government Code, Section 12900 et seq.) and applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 11000 et seq).

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

Section 12.09 Ownership And Disclosure Of Work Product. Any and all work product resulting from this Agreement is commissioned by SMART as a work for hire. SMART



Attn: Bill Gamlen  
5401 Old Redwood Highway, Suite 200  
Petaluma, CA 94954  
[bgamlen@sonomamarintrain.org](mailto:bgamlen@sonomamarintrain.org)  
707-794-3049

If to SMART Billing:

Sonoma-Marine Area Rail Transit District  
Attn: Accounts Payable  
5401 Old Redwood Highway, Suite 200  
Petaluma, CA 94954  
[billing@sonomamarintrain.org](mailto:billing@sonomamarintrain.org)  
707-794-3330

If to Consultant:

Ghirardelli Associates, Inc.  
Attn: Charlie Krueger  
2055 Gateway Place, Suite 470  
San Jose, CA 95110  
[charlie@ghirardelliassoc.com](mailto:charlie@ghirardelliassoc.com)  
510-867-4452

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

## **ARTICLE 16. MISCELLANEOUS PROVISIONS.**

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

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

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

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

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

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

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

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

Penalties:

1. The Consultant and any of its Subconsultants shall comply with Labor Code §1774 and §1775. Pursuant to Labor Code §1775, the Consultant and any Subconsultant shall forfeit to SMART a penalty of not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of DIR for the work or craft in which the worker is employed for any public work done under the Agreement by the Consultant or by its Subconsultant in violation of the requirements of the Labor Code and in particular, Labor Code §§1770 to 1780, inclusive.

2. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of mistake, inadvertence, or neglect of the Consultant or Subconsultant in failing to pay the correct rate of prevailing wages, or the previous record of the Consultant or Subconsultant in meeting their respective prevailing wage obligations, or the willful failure by the Consultant or Subconsultant to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rates of prevailing wages is not excusable if the Consultant or Subconsultant had knowledge of the obligations under the Labor Code. The Consultant is responsible for paying the appropriate rate, including any escalations that take place during the term of the Agreement.
3. In addition to the penalty and pursuant to Labor Code §1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Consultant or Subconsultant.
4. If a worker employed by a Subconsultant on a public works project is not paid the general prevailing per diem wages by the Subconsultant, the Consultant of the project is not liable for the penalties described above unless the Consultant had knowledge of that failure of the Subconsultant to pay the specified prevailing rate of wages to those workers or unless the Consultant fails to comply with all of the following requirements:
  - A. The Agreement executed between the Consultant and the Subconsultant for the performance of work on public works projects shall include a copy of the requirements in Labor Code §§ 1771, 1775, 1776, 1777.5, 1813, and 1815.
  - B. The Consultant shall monitor the payment of the specified general prevailing rate of per diem wages by the Subconsultant to the employees by periodic review of the certified payroll records of the Subconsultant.
  - C. Upon becoming aware of the Subconsultant's failure to pay the specified prevailing rate of wages to the Subconsultant's workers, the Consultant shall diligently take corrective action to halt or rectify the failure, including but not limited to, retaining sufficient funds due the Subconsultant for work performed on the public works project.
  - D. Prior to making final payment to the Subconsultant for work performed on the public works project, the Consultant shall obtain an affidavit signed under penalty of perjury from the Subconsultant that the Subconsultant had paid the specified general prevailing rate of per diem wages to the Subconsultant's employees on the public works project and any amounts due pursuant to Labor Code §1813.
5. Pursuant to Labor Code §1775, SMART shall notify the Consultant on a public works project within fifteen (15) calendar days of receipt of a complaint that a Subconsultant has failed to pay workers the general prevailing rate of per diem wages.

6. If SMART determines that employees of a Subconsultant were not paid the general prevailing rate of per diem wages and if SMART did not retain sufficient money under the Agreement to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the Consultant shall withhold an amount of moneys due the Subconsultant sufficient to pay those employees the general prevailing rate of per diem wages if requested by SMART.

Hours of Labor:

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

Employment of Apprentices:

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

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

Section 16.07     Subcontracting.

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

Name of Subcontractor and Location of Business	Description of Work
3Vi, Inc. 2603 Camino Ramon, Suite 200 San Ramon, CA 94583	Civil Inspection Electrical Inspection Train Control Systems Inspection
PSM Associates, Inc. 1326 Howard Ave San Carlos, CA 94070	Resident Engineering Civil Inspection Electrical Inspection
System-Rail 447 Sutter Street San Francisco, CA 94108	Civil Inspection Electrical Inspection Train Control Systems Inspection

- B. Nothing contained in this Agreement or otherwise, shall create any contractual relation between SMART and any Subconsultants, and no subagreement shall relieve the Consultant of its responsibilities and obligations hereunder. The Consultant agrees to be as fully responsible to SMART for the acts and omissions of its Subconsultants and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Consultant. The Consultant's obligation to pay its Subconsultants is an independent obligation from SMART's obligation to make payments to the Consultant.
- C. The Consultant shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted without written authorization by SMART, except that which is expressly identified in the Exhibit B.
- D. Any subagreement entered into as a result of this Agreement, shall contain all the provisions stipulated in this entire Agreement to be applicable to Subconsultants unless otherwise noted.
- D. Consultant shall pay its Subconsultants within fifteen (15) calendar days from receipt of each payment made to the Consultant by SMART.
- E. Any substitution of Subconsultants must be approved in writing by SMART in advance of assigning work to a substitute Subconsultant.
- F. Prompt Progress Payment. Consultant or subconsultant shall pay to any subconsultant, not later than fifteen (15) days after receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed Consultant on account of the work performed by the subconsultants, to the extent of each subconsultant's interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from Consultant or subconsultant to a subconsultant, Consultant or subconsultant may withhold no more than 150 percent of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the licensee to

a penalty, payable to the subconsultant, of 2 percent of the amount due per month for every month that payment is not made.

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

G. Prompt Payment of Withheld Funds to Subconsultants.

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

Section 16.08 Equipment Purchase and Other Capital Expenditures.

- A. Prior authorization in writing by SMART shall be required before Consultant enters into any unbudgeted purchase order, or subcontract exceeding five thousand dollars (\$5,000) for supplies, equipment, or Consultant services. Consultant shall provide an evaluation of the necessity or desirability of incurring such costs.
- B. For purchase of any item, service, or consulting work not covered in Consultant's and exceeding five thousand dollars (\$5,000), with prior authorization SMART, three competitive quotations must be submitted with the request, or the absence of proposal must be adequately justified.
- C. Any equipment purchased with funds provided under the terms of this Agreement is subject to the following:
  1. Consultant shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of five thousand dollars (\$5,000) or more. If the purchased equipment needs replacement and is sold or traded in, SMART shall receive a proper refund or credit at the conclusion of the Agreement, or if the Agreement is terminated, Consultant may either keep the equipment and credit SMART in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established SMART procedures; and credit SMART in an amount equal to the sales price. If Consultant elects to keep the equipment, fair market value shall be determined at Consultant's expense, on the basis of a competent independent appraisal of such

equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by SMART and Consultant, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by SMART.

2. Regulation 2 CFR 200 requires a credit to Federal funds when participating equipment with a fair market value greater than five thousand dollars (\$5,000) is credited to the project.

#### Section 16.09 Conflict of Interest.

- A. During the term of this Agreement, the Consultant shall disclose any financial, business, or other relationship with SMART that may have an impact upon the outcome of this Agreement or any ensuing SMART construction project. The Consultant shall also list current clients who may have a financial interest in the outcome of this Agreement or any ensuing SMART construction project which will follow.
- B. Consultant certifies that it has disclosed to SMART any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this Agreement. Consultant agrees to advise SMART of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this Agreement. Consultant further agrees to complete any statements of economic interest if required by either SMART or State law.
- C. The Consultant hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this Agreement.
- D. The Consultant hereby certifies that the Consultant or subconsultant and any firm affiliated with the Consultant or subconsultant that bids on any construction contract or on any Agreement to provide construction inspection for any construction project resulting from this Agreement, has established necessary controls to ensure a conflict of interest does not exist. An affiliated firm is one, which is subject to the control of the same persons, through joint ownership or otherwise.

Section 16.10 Contingent Fee. Consultant warrants, by execution of this Agreement that no person or selling agency has been employed, or retained, to solicit or secure this Agreement upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by Consultant for the purpose of securing business. For breach or violation of this warranty, SMART has the right to annul this Agreement without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the Agreement price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

#### Section 16.11 Safety.

- A. Consultant shall comply with OSHA regulations applicable to Consultant regarding necessary safety equipment or procedures. Consultant shall comply with safety instructions issued by SMART. Consultant personnel shall wear hard hats and safety vests at all times while working on the construction project site.
- B. Pursuant to the authority contained in Vehicle Code §591, SMART has determined that such areas are within the limits of the project and may be open to public traffic. Consultant shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. Consultant shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.
- C. Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Article.

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

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

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

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

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

Section 16.17 Acceptance of Electronic Signatures and Counterparts. The parties agree that this Contract, Agreements ancillary to this Contract, and related documents to be entered into this Contract will be considered executed when all parties have signed this Agreement. Signatures delivered by scanned image as an attachment to electronic mail or

delivered electronically through the use of programs such as DocuSign must be treated in all respects as having the same effect as an original signature. Each party further agrees that this Contract may be executed in two or more counterparts, all of which constitute one and the same instrument.

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

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

**CONSULTANT: GHIRARDELLI ASSOCIATES, INC.**

By: \_\_\_\_\_  
Randall Bruner, President/CEO

Date: \_\_\_\_\_

**SONOMA-MARIN AREA RAIL TRANSIT (SMART)**

By: \_\_\_\_\_  
Eddy Cumins, General Manager

Date: \_\_\_\_\_

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

By: \_\_\_\_\_  
Ken Hendricks, Procurement Manager

Date: \_\_\_\_\_

**APPROVED AS TO FORM FOR SMART:**

By: \_\_\_\_\_  
District Counsel

Date: \_\_\_\_\_

## **EXHIBIT A**

### **SCOPE OF WORK & TIMELINE**

#### **I. Overview**

The Sonoma-Marín Area Rail Transit District (SMART) is contracting with Ghirardelli Associates, Inc. to provide as-needed construction management services including, resident engineer services, civil inspector services, electrical inspector services, and train control systems inspector services. These services will be issued by awarded task order.

The Consultant shall be required to sign SMART's Confidentiality and Non-Disclosure Agreement prior to the start of any work requiring the Consultant to be in possession of Safety Sensitive Information "SSI".

#### **II. Project Management**

All work shall be initiated, scheduled, and reviewed by SMART's Chief Engineer or designee. All work performed under this contract will require a Task Order to be awarded and issued prior to work commencing. Any work performed outside of a fully executed Task Order will not be reimbursed.

#### **III. Scope of Work**

##### **A. Task Order Work**

Consultant shall perform the following services on an as-needed basis when awarded a task order:

##### **1. Resident Engineer Services**

The day-to-day representative responsible for these services will be managing field work, interacting directly with contractors, overseeing field work, performing field inspection, managing construction inspectors, reviewing progress payments, reviewing submittals, preparing reports, and related construction management functions to successfully construct work.

##### **2. Civil Inspector Services**

The representative responsible for these services will be a general civil engineering construction inspector who will provide detailed construction inspection. This position would report to a SMART or consultant Resident Engineer and will have specific responsibilities to assure that work is being constructed according to the plans. The Inspector will review field work on a daily basis, review plans and submittals, document the progress of work through daily inspection/observation reports. The Inspector will work closely with contractors, subcontractors, SMART personnel, and others as part of

overseeing field work. Knowledge of heavy civil construction, electrical systems, drainage, and erosion control is required. Knowledge of track and bridge construction is desirable.

### 3. Electrical Inspector Services

The representative responsible for these services will be a Field Inspector tasked with monitoring and inspecting the installation of electrical systems, such as power installations and lighting systems. Knowledge and understanding of the National Electric Code (NEC) is essential, as well as, PG&E standards. This Field Inspector will fully inspect the contractor's work as it is constructed, verifying work is constructed according to the plans and applicable codes.

### 4. Train Control Systems Inspector Services

The representative responsible for these services will be a Field Inspector for the construction, installation and testing of train control, grade crossing warning and communication systems. Knowledge and understanding of the National Electric Code (NEC) is essential, as well as, industry standards for railroad signaling systems. The Field Inspector will fully inspect the contractor's work as it is constructed, installed, and tested, verifying work is completed according to the plans and applicable codes.

## B. Task Order Award Process

SMART has awarded several Master Agreements for On-Call Construction Management Services as part of the Request for Qualifications solicitation.

A mini Request for Proposal (RFP) will be issued to the Consultants holding these Master Agreements when task order work is required. This process may be either informal (email, letter, etc.) or via a formal RFP process.

SMART will provide these Consultants with each task order for review and the opportunity to propose. Each Task Order shall detail the work required for the specific project, the required work schedule, and all required deliverables and requirements. The evaluation is a qualifications-based evaluation and criteria may include the following: availability of personnel, staff capabilities, completion time, experience of Consultant, specialized expertise, and past performance. Following review of the submitted Proposals and prior to unsealing the cost proposals, SMART will rank the Proposals.

SMART will unseal the top-ranked firm's cost proposal and review. The cost proposals shall be based on the specified rates of compensation included in the Exhibit B of this Agreement. Negotiations may commence with the top-ranked firm. If negotiations with the top-ranked firm are not successful, SMART will proceed with negotiations with the second highest ranking firm. This process will continue until negotiations are successful.

Pursuant to an authorized Task Order, the Consultant shall perform the services within SMART's geographical location, and shall include all necessary personnel, material, transportation, lodging, instrumentation, and the specialized facilities and equipment

necessary to satisfy all appropriate agencies and required to ensure compliance with all applicable Federal, State, and Local statutes, laws, codes, regulations, policies, procedures, ordinances, standards, specifications, performance standards, and guidelines, applicable to the Consultant's services and work product. The consultant is responsible for supplying and providing all necessary equipment and protective clothing in accordance with SMART's standards.

C. Location of Work

Field work is required and may include night work, weekend work, or work in remote areas within the Sonoma-Marine Area Rail Transit District (SMART) right-of-way and project sites. The locations and requirements will be included in each task order.

D. General Equipment Requirements

Unless otherwise specified in this Contract or resulting Task Orders, the Consultant shall provide all necessary tools, instruments, equipment, materials, supplies, and safety equipment required to perform the work identified in each Task Order and this Contract accurately, efficiently, and safely. The Consultant's personnel shall be fully trained in the use of such necessary tools, instruments, equipment, materials, supplies, and safety equipment. The Consultant shall not be reimbursed separately for tools of the trade.

E. General Consultant Requirements

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

1. Be responsible for supervising, reviewing, monitoring, training, and directing the Consultant's and Subconsultant's personnel.
2. Assign qualified personnel to complete the required Task Order work as specified on an "as-needed" basis in coordination with the SMART Manager.

Consultant's personnel may be asked to attend certain special training if recommended by the SMART Manager.

3. Administer personnel actions for Consultant personnel and ensuring appropriate actions taken for Subconsultant personnel.
4. Maintain and submit organized project files for record tracking and auditing.
5. Develop, organize, facilitate, and attend scheduled coordination meetings, and preparation and distribution of meeting minutes.
6. Implement and maintain quality control procedures to manage conflicts, insure product and service accuracy and completion before billing to SMART.
7. Manage Subconsultants.
8. Manage Task Order budgets and provide reports to the SMART Manager.
9. Ensure compliance with the provisions of this Contract and all specified Task Order requirements.
10. Monitor the health and safety of personnel working in a hazardous environment in accordance with all applicable Federal, State, and Local regulations.
11. Have knowledge, experience, and familiarity with prevailing wage issues and requirements in the State of California.
12. Not remove or replace any existing personnel assigned to Task Orders without the prior written consent of the SMART Manager. The removal or replacement of personnel without written approval shall be a violation of the Contract and may result in Termination of the Contract. When assigned consultant personnel is on approved leave and required by the SMART Manager, the Consultant's Contract Manager shall provide a substitute employee until the assigned employee returns to work from the approved leave. The substitute personnel shall have the same job classification, billing rate, and experience level of the previously assigned personnel. Substitute personnel must receive prior written approval from the SMART Manager. Invoices with charges for personnel not identified in the Exhibit B shall not be reimbursed.
13. Follow all safety requirements and direction from the SMART Manager.

#### **IV. Timeline for Each Requirement / Task**

All deliverables and timelines for work will be clearly described in each task order and shall be mutually agreed upon by SMART and Consultant in writing prior to the start of any work being performed.

If SMART determines that the work cannot be performed during normal business hours or the work is necessary at off hours to avoid danger to life or property, or SMART's revenue operations, the Consultant's operations may be restricted to specific hours during the week. Night work or weekend work may be required on certain projects. Additionally, SMART's construction contractor's operations may be restricted to specific hours during the week. These requirements shall be clearly

described in each Task Order. Any changes in hours or schedules after the original Task Orders are issued shall be documented by revision to the Task Orders.

**V. Acceptance Criteria**

The SMART Manager or designee responsible for each Task Order shall review all work performed by the Consultant to ensure performed work meets the requirements of each task order. SMART shall not pay the Consultant for the Consultant's work under this Contract and the charges incurred by the Consultant that does not conform to the requirements specified in this Contract and to the applicable Task Order, and such work shall be corrected at the Consultant's sole expense at no additional cost to SMART.

## EXHIBIT B SCHEDULE OF RATES

Consultant Ghirardelli Associates, Inc.  Prime Consultant  Subconsultant  2nd Tier Subconsultant  
 Project No. REQUEST FOR QUALIFICATIONS FOR ON CALA CONSTRUCTION MANAGEMENT SERVICES - SOLICITATION NO. CV-PS-23-001 Contract No. N/A Participation Amount N/A Date 9/18/2023

For Combined Rate									
Fringe Benefit	34.34%	+	Overhead	88.20%	+	General Administrative	0.00%	=	122.54% Combined IRC %

OR

For Home Office Rate									
Fringe Benefit	_____	+	Overhead	_____	+	General Administrative	_____	=	0.00% Home Office IRC%

For Field Office Rate									
Fringe Benefit	_____	+	Overhead	_____	+	General Administrative	_____	=	0.00% Field Office IRC %

FEE= 10%

BILLING Information					Calculation Information				
Name/Job title/Classification <sup>1</sup>		Hourly Billing Rates <sup>2</sup>			Effective date of hourly rate		Actual or Avg. Hourly rate <sup>3</sup>	% or \$ Increase	Hourly Range for classification only
		Straight	OT (1.5x)	OT (2x)	From	To			
1. Adil Joutey	FIELD	\$185.36	\$208.99	\$232.61	09/18/23	06/30/24	\$ 62.50	--	
2. Inspector	0	\$192.70	\$218.53	\$244.36	07/01/24	12/31/24	\$ 62.50	0%	
3. Const. Inspector, Group 2	0	\$192.70	\$217.18	\$241.65	01/01/25	12/31/25	\$ 64.38	3%	
	0	\$192.70	\$215.78	\$238.85	01/01/26	12/31/26	\$ 66.31	3%	
4. Non-Exempt	Prevailing Wage	\$192.70	\$214.34	\$235.97	01/01/27	12/31/27	\$ 68.30	3%	
5. Full Time	Day Shift	\$192.70	\$212.85	\$242.54	01/01/28	12/31/28	\$ 70.34	3%	
	NC-63-3-9-2022-1								
1. Adil Joutey	FIELD	\$203.11	\$235.00	\$266.88	09/18/23	06/30/24	\$ 62.50	--	
2. Inspector	0	\$210.45	\$244.54	\$278.63	07/01/24	12/31/24	\$ 62.50	0%	
3. Const. Inspector, Group 2	0	\$210.45	\$243.18	\$275.92	01/01/25	12/31/25	\$ 64.38	3%	
	0	\$210.45	\$241.79	\$273.12	01/01/26	12/31/26	\$ 66.31	3%	
4. Non-Exempt	Prevailing Wage	\$210.45	\$240.35	\$270.24	01/01/27	12/31/27	\$ 68.30	3%	
5. Full Time	Night Shift	\$210.45	\$238.86	\$267.27	01/01/28	12/31/28	\$ 70.34	3%	
	NC-63-3-9-2022-1								
1. Adil Joutey	FIELD	\$153.00	\$184.25	\$215.50	09/18/23	12/31/23	\$ 62.50	--	
2. Inspector	0	\$153.00	\$184.25	\$215.50	01/01/24	12/31/24	\$ 62.50	--	
3. Const. Inspector, Group 2	0	\$157.59	\$189.77	\$221.96	01/01/25	12/31/25	\$ 64.38	3%	
4. Non-Exempt	Non-Prevailing	\$162.31	\$195.47	\$228.62	01/01/26	12/31/26	\$ 66.31	3%	
5. Full Time	Wage Work	\$167.18	\$201.33	\$235.48	01/01/27	12/31/27	\$ 68.30	3%	
	0	\$172.20	\$207.37	\$242.54	01/01/28	12/31/28	\$ 70.34	3%	

1. Bonnie Holt	FIELD		\$183.58	\$209.37	\$235.16	09/18/23	06/30/24	\$ 59.51	--	
2. Office Engineer		0	\$190.93	\$218.92	\$246.91	07/01/24	12/31/24	\$ 59.51	0%	
3. Const. Inspector, Group 2		0	\$190.93	\$217.63	\$244.33	01/01/25	12/31/25	\$ 61.30	3%	
		0	\$190.93	\$216.30	\$241.67	01/01/26	12/31/26	\$ 63.13	3%	
4. Non-Exempt	Prevailing Wage		\$190.93	\$214.93	\$238.92	01/01/27	12/31/27	\$ 65.03	3%	
5. Full Time	Day Shift		\$190.93	\$213.51	\$236.10	01/01/28	12/31/28	\$ 66.98	3%	
	NC-63-3-9-2022-1									
1. Bonnie Holt	FIELD		\$201.33	\$235.38	\$269.43	09/18/23	06/30/24	\$ 59.51	--	
2. Office Engineer		0	\$208.68	\$244.93	\$281.18	07/01/24	12/31/24	\$ 59.51	0%	
3. Const. Inspector, Group 2		0	\$208.68	\$243.64	\$278.60	01/01/25	12/31/25	\$ 61.30	3%	
		0	\$208.68	\$242.31	\$275.94	01/01/26	12/31/26	\$ 63.13	3%	
4. Non-Exempt	Prevailing Wage		\$208.68	\$240.93	\$273.19	01/01/27	12/31/27	\$ 65.03	3%	
5. Full Time	Night Shift		\$208.68	\$239.52	\$270.37	01/01/28	12/31/28	\$ 66.98	3%	
	NC-63-3-9-2022-1									
1. Bonnie Holt	FIELD		\$145.68	\$175.43	\$205.19	09/18/23	12/31/23	\$ 59.51	--	
2. Office Engineer		0	\$145.68	\$175.43	\$205.19	01/01/29	12/31/24	\$ 59.51	--	
3. Const. Inspector, Group 2		0	\$150.05	\$180.69	\$211.34	01/01/30	12/31/25	\$ 61.30	3%	
4. Non-Exempt	Non-Prevailing		\$154.55	\$186.12	\$217.68	01/01/31	12/31/26	\$ 63.13	3%	
5. Full Time	Wage Work		\$159.19	\$191.70	\$224.21	01/01/32	12/31/27	\$ 65.03	3%	
			\$163.96	\$197.45	\$230.94	01/01/33	12/31/28	\$ 66.98	3%	
1. Carolina Cervantes	FIELD		\$206.75	\$248.98	\$291.21	09/18/23	06/30/24	\$ 84.46	--	
2. Inspector		0	\$206.75	\$248.98	\$291.21	07/01/24	12/31/24	\$ 84.46	0%	
3. Const. Inspector, Group 2		0	\$212.96	\$256.45	\$299.95	01/01/25	12/31/25	\$ 86.99	3%	
		0	\$219.34	\$264.15	\$308.95	01/01/26	12/31/26	\$ 89.60	3%	
4. Non-Exempt	Prevailing Wage		\$225.92	\$272.07	\$318.22	01/01/27	12/31/27	\$ 92.29	3%	
5. Full Time	Day Shift		\$232.70	\$280.23	\$327.76	01/01/28	12/31/28	\$ 95.06	3%	
	NC-63-3-9-2022-1									
1. Carolina Cervantes	FIELD		\$206.75	\$248.98	\$291.21	09/18/23	06/30/24	\$ 84.46	--	
2. Inspector		0	\$206.75	\$248.98	\$291.21	07/01/24	12/31/24	\$ 84.46	0%	
3. Const. Inspector, Group 2		0	\$212.96	\$256.45	\$299.95	01/01/25	12/31/25	\$ 86.99	3%	
		0	\$219.34	\$264.15	\$308.95	01/01/26	12/31/26	\$ 89.60	3%	
4. Non-Exempt	Prevailing Wage		\$225.92	\$272.07	\$318.22	01/01/27	12/31/27	\$ 92.29	3%	
5. Full Time	Night Shift		\$232.70	\$280.23	\$327.76	01/01/28	12/31/28	\$ 95.06	3%	
	NC-63-3-9-2022-1									
1. Carolina Cervantes	FIELD		\$206.75	\$248.98	\$291.21	09/18/23	12/31/23	\$ 84.46	--	
2. Inspector		0	\$206.75	\$248.98	\$291.21	01/01/34	12/31/24	\$ 84.46	--	
3. Const. Inspector, Group 2		0	\$212.96	\$256.45	\$299.95	01/01/35	12/31/25	\$ 86.99	3%	
4. Non-Exempt	Non-Prevailing		\$219.34	\$264.15	\$308.95	01/01/36	12/31/26	\$ 89.60	3%	
5. Full Time	Wage Work		\$225.92	\$272.07	\$318.22	01/01/37	12/31/27	\$ 92.29	3%	
		0	\$232.70	\$280.23	\$327.76	01/01/38	12/31/28	\$ 95.06	3%	

1. Charles Hayler	FIELD		\$259.60	\$259.60	\$298.74	09/18/23	06/30/24	\$ 106.05	--
2. Resident Engineer		0	\$259.60	\$259.60	\$310.49	07/01/24	12/31/24	\$ 106.05	0%
3. Const. Inspector, Group 2		0	\$267.39	\$267.39	\$310.49	01/01/25	12/31/25	\$ 109.23	3%
		0	\$275.41	\$275.41	\$310.49	01/01/26	12/31/26	\$ 112.51	3%
4. Exempt	Prevailing Wage		\$283.68	\$283.68	\$310.49	01/01/27	12/31/27	\$ 115.88	3%
5. Full Time	Day Shift		\$292.19	\$292.19	\$310.49	01/01/28	12/31/28	\$ 119.36	3%
	NC-63-3-9-2022-1								
1. Charles Hayler	FIELD		\$259.60	\$259.60	\$333.01	09/18/23	06/30/24	\$ 106.05	--
2. Resident Engineer		0	\$259.60	\$265.42	\$344.76	07/01/24	12/31/24	\$ 106.05	0%
3. Const. Inspector, Group 2		0	\$267.39	\$267.39	\$344.76	01/01/25	12/31/25	\$ 109.23	3%
		0	\$275.41	\$275.41	\$344.76	01/01/26	12/31/26	\$ 112.51	3%
4. Exempt	Prevailing Wage		\$283.68	\$283.68	\$344.76	01/01/27	12/31/27	\$ 115.88	3%
5. Full Time	Night Shift		\$292.19	\$292.19	\$344.76	01/01/28	12/31/28	\$ 119.36	3%
	NC-63-3-9-2022-1								
1. Charles Hayler	FIELD		\$259.60	\$259.60	\$259.60	09/18/23	12/31/23	\$ 106.05	--
2. Resident Engineer		0	\$259.60	\$259.60	\$259.60	01/01/39	12/31/24	\$ 106.05	--
2. Inspector		0	\$188.09	\$209.93	\$234.46	07/01/24	12/31/24	\$ 68.00	0%
3. Const. Inspector, Group 2		0	\$188.09	\$208.46	\$241.49	01/01/25	12/31/25	\$ 70.04	3%
		0	\$188.09	\$212.67	\$248.74	01/01/26	12/31/26	\$ 72.14	3%
4. Non-Exempt	Prevailing Wage		\$188.09	\$219.05	\$256.20	01/01/27	12/31/27	\$ 74.31	3%
5. Full Time	Day Shift		\$188.09	\$225.62	\$263.89	01/01/28	12/31/28	\$ 76.53	3%
	NC-63-3-9-2022-1								
1. Gabe Alvarez	FIELD		\$198.49	\$226.39	\$254.30	09/18/23	06/30/24	\$ 68.00	--
2. Inspector		0	\$205.83	\$235.94	\$266.05	07/01/24	12/31/24	\$ 68.00	0%
3. Const. Inspector, Group 2		0	\$205.83	\$234.46	\$263.10	01/01/25	12/31/25	\$ 70.04	3%
		0	\$205.83	\$232.94	\$260.05	01/01/26	12/31/26	\$ 72.14	3%
4. Non-Exempt	Prevailing Wage		\$205.83	\$231.38	\$256.92	01/01/27	12/31/27	\$ 74.31	3%
5. Full Time	Night Shift		\$205.83	\$229.76	\$263.89	01/01/28	12/31/28	\$ 76.53	3%
	NC-63-3-9-2022-1								
1. Gabe Alvarez	FIELD		\$166.46	\$200.46	\$234.46	09/18/23	12/31/23	\$ 68.00	--
2. Inspector		0	\$166.46	\$200.46	\$234.46	01/01/74	12/31/24	\$ 68.00	--
3. Const. Inspector, Group 2		0	\$171.45	\$206.47	\$241.49	01/01/75	12/31/25	\$ 70.04	3%
4. Non-Exempt	Non-Prevailing		\$176.60	\$212.67	\$248.74	01/01/76	12/31/26	\$ 72.14	3%
5. Full Time	Wage Work		\$181.90	\$219.05	\$256.20	01/01/77	12/31/27	\$ 74.31	3%
			\$187.35	\$225.62	\$263.89	01/01/78	12/31/28	\$ 76.53	3%

1. Gina Prchlik	FIELD		\$229.37	\$237.35	\$306.22	09/18/23	06/30/24	\$ 93.70	--	
2. Resident Engineer		0	\$229.37	\$246.90	\$317.97	07/01/24	12/31/24	\$ 93.70	0%	
3. Const. Inspector, Group 2		0	\$236.25	\$246.90	\$317.97	01/01/25	12/31/25	\$ 96.51	3%	
		0	\$243.34	\$246.90	\$317.97	01/01/26	12/31/26	\$ 99.41	3%	
4. Exempt	Prevailing Wage		\$250.64	\$250.64	\$317.97	01/01/27	12/31/27	\$ 102.39	3%	
5. Full Time	Day Shift		\$258.16	\$258.16	\$317.97	01/01/28	12/31/28	\$ 105.46	3%	
	NC-63-3-9-2022-1									
1. Gina Prchlik	FIELD		\$229.37	\$263.36	\$340.50	09/18/23	06/30/24	\$ 93.70	--	
2. Resident Engineer		0	\$229.37	\$272.91	\$352.25	07/01/24	12/31/24	\$ 93.70	0%	
3. Const. Inspector, Group 2		0	\$236.25	\$272.91	\$352.25	01/01/25	12/31/25	\$ 96.51	3%	
		0	\$243.34	\$272.91	\$352.25	01/01/26	12/31/26	\$ 99.41	3%	
4. Exempt	Prevailing Wage		\$250.64	\$272.91	\$352.25	01/01/27	12/31/27	\$ 102.39	3%	
5. Full Time	Night Shift		\$258.16	\$272.91	\$352.25	01/01/28	12/31/28	\$ 105.46	3%	
	NC-63-3-9-2022-1									
1. Gina Prchlik	FIELD		\$229.37	\$229.37	\$229.37	09/18/23	12/31/23	\$ 93.70	--	
2. Resident Engineer		0	\$229.37	\$229.37	\$229.37	01/01/24	12/31/24	\$ 93.70	--	
3. Const. Inspector, Group 2		0	\$236.25	\$236.25	\$236.25	01/01/25	12/31/25	\$ 96.51	3%	
4. Exempt	Non-Prevailing		\$243.34	\$243.34	\$243.34	01/01/26	12/31/26	\$ 99.41	3%	
5. Full Time	Wage Work		\$250.64	\$250.64	\$250.64	01/01/27	12/31/27	\$ 102.39	3%	
			\$258.16	\$258.16	\$258.16	01/01/28	12/31/28	\$ 105.46	3%	
1. Hardik Kapoor	FIELD		\$187.52	\$208.61	\$229.70	09/18/23	06/30/24	\$ 66.00	--	
2. Inspector		0	\$194.86	\$218.16	\$241.45	07/01/24	12/31/24	\$ 66.00	0%	
3. Const. Inspector, Group 2		0	\$194.86	\$216.72	\$238.58	01/01/25	12/31/25	\$ 67.98	3%	
		0	\$194.86	\$215.25	\$241.42	01/01/26	12/31/26	\$ 70.02	3%	
4. Non-Exempt	Prevailing Wage		\$194.86	\$213.72	\$248.67	01/01/27	12/31/27	\$ 72.12	3%	
5. Full Time	Day Shift		\$194.86	\$218.98	\$256.13	01/01/28	12/31/28	\$ 74.28	3%	
	NC-63-3-9-2022-1									
1. Hardik Kapoor	FIELD		\$205.26	\$234.62	\$263.97	09/18/23	06/30/24	\$ 66.00	--	
2. Inspector		0	\$212.61	\$244.16	\$275.72	07/01/24	12/31/24	\$ 66.00	0%	
3. Const. Inspector, Group 2		0	\$212.61	\$242.73	\$272.85	01/01/25	12/31/25	\$ 67.98	3%	
		0	\$212.61	\$241.25	\$269.90	01/01/26	12/31/26	\$ 70.02	3%	
4. Non-Exempt	Prevailing Wage		\$212.61	\$239.73	\$266.86	01/01/27	12/31/27	\$ 72.12	3%	
5. Full Time	Night Shift		\$212.61	\$238.17	\$263.73	01/01/28	12/31/28	\$ 74.28	3%	
	NC-63-3-9-2022-1									
1. Hardik Kapoor	FIELD		\$161.56	\$194.56	\$227.56	09/18/23	12/31/23	\$ 66.00	--	
2. Inspector		0	\$161.56	\$194.56	\$227.56	01/01/24	12/31/24	\$ 66.00	--	
3. Const. Inspector, Group 2		0	\$166.41	\$200.40	\$234.39	01/01/25	12/31/25	\$ 67.98	3%	
4. Non-Exempt	Non-Prevailing		\$171.40	\$206.41	\$241.42	01/01/26	12/31/26	\$ 70.02	3%	
5. Full Time	Wage Work		\$176.55	\$212.61	\$248.67	01/01/27	12/31/27	\$ 72.12	3%	
			\$181.84	\$218.98	\$256.13	01/01/28	12/31/28	\$ 74.28	3%	

1. Jaimie Azvedo	FIELD		\$189.59	\$228.32	\$267.04	09/18/23	06/30/24	\$ 77.45	--
2. Inspector		0	\$189.59	\$228.32	\$267.04	07/01/24	12/31/24	\$ 77.45	0%
3. Const. Inspector, Group 2		0	\$195.28	\$235.17	\$275.05	01/01/25	12/31/25	\$ 79.77	3%
		0	\$201.14	\$242.22	\$283.31	01/01/26	12/31/26	\$ 82.17	3%
4. Non-Exempt	Prevailing Wage		\$207.17	\$249.49	\$291.81	01/01/27	12/31/27	\$ 84.63	3%
5. Full Time	Day Shift		\$213.39	\$256.97	\$300.56	01/01/28	12/31/28	\$ 87.17	3%
	NC-63-3-9-2022-1								
1. Jaimie Azvedo	FIELD		\$195.37	\$228.32	\$267.04	09/18/23	06/30/24	\$ 77.45	--
2. Inspector		0	\$202.71	\$228.32	\$267.04	07/01/24	12/31/24	\$ 77.45	0%
3. Const. Inspector, Group 2		0	\$202.71	\$235.17	\$275.05	01/01/25	12/31/25	\$ 79.77	3%
		0	\$202.71	\$242.22	\$283.31	01/01/26	12/31/26	\$ 82.17	3%
4. Non-Exempt	Prevailing Wage		\$207.17	\$249.49	\$291.81	01/01/27	12/31/27	\$ 84.63	3%
5. Full Time	Night Shift		\$213.39	\$256.97	\$300.56	01/01/28	12/31/28	\$ 87.17	3%
	NC-63-3-9-2022-1								
1. Jaimie Azvedo	FIELD		\$189.59	\$228.32	\$267.04	09/18/23	12/31/23	\$ 77.45	--
2. Inspector		0	\$189.59	\$228.32	\$267.04	01/01/89	12/31/24	\$ 77.45	--
3. Const. Inspector, Group 2		0	\$195.28	\$235.17	\$275.05	01/01/90	12/31/25	\$ 79.77	3%
4. Non-Exempt	Non-Prevailing		\$201.14	\$242.22	\$283.31	01/01/91	12/31/26	\$ 82.17	3%
5. Full Time	Wage Work		\$207.17	\$249.49	\$291.81	01/01/92	12/31/27	\$ 84.63	3%
			\$213.39	\$256.97	\$300.56	01/01/93	12/31/28	\$ 87.17	3%
1. Jalkhi Mathukiya	FIELD		\$187.78	\$209.59	\$231.41	09/18/23	06/30/24	\$ 65.00	--
2. Office Engineer		0	\$195.12	\$219.14	\$243.16	07/01/24	12/31/24	\$ 65.00	0%
3. Const. Inspector, Group 2		0	\$195.12	\$217.73	\$240.33	01/01/25	12/31/25	\$ 66.95	3%
		0	\$195.12	\$216.27	\$237.76	01/01/26	12/31/26	\$ 68.96	3%
4. Non-Exempt	Prevailing Wage		\$195.12	\$214.77	\$244.90	01/01/27	12/31/27	\$ 71.03	3%
5. Full Time	Day Shift		\$195.12	\$215.67	\$252.24	01/01/28	12/31/28	\$ 73.16	3%
	NC-63-3-9-2022-1								
1. Jalkhi Mathukiya	FIELD		\$205.52	\$235.60	\$265.68	09/18/23	06/30/24	\$ 65.00	--
2. Office Engineer		0	\$212.87	\$245.15	\$277.43	07/01/24	12/31/24	\$ 65.00	0%
3. Const. Inspector, Group 2		0	\$212.87	\$243.73	\$274.60	01/01/25	12/31/25	\$ 66.95	3%
		0	\$212.87	\$242.28	\$271.69	01/01/26	12/31/26	\$ 68.96	3%
4. Non-Exempt	Prevailing Wage		\$212.87	\$240.78	\$268.70	01/01/27	12/31/27	\$ 71.03	3%
5. Full Time	Night Shift		\$212.87	\$239.24	\$265.61	01/01/28	12/31/28	\$ 73.16	3%
	NC-63-3-9-2022-1								
1. Jalkhi Mathukiya	FIELD		\$159.12	\$191.62	\$224.12	09/18/23	12/31/23	\$ 65.00	--
2. Office Engineer		0	\$159.12	\$191.62	\$224.12	01/01/94	12/31/24	\$ 65.00	--
3. Const. Inspector, Group 2		0	\$163.89	\$197.36	\$230.84	01/01/95	12/31/25	\$ 66.95	3%
4. Non-Exempt	Non-Prevailing		\$168.81	\$203.29	\$237.76	01/01/96	12/31/26	\$ 68.96	3%
5. Full Time	Wage Work		\$173.87	\$209.38	\$244.90	01/01/97	12/31/27	\$ 71.03	3%
			\$179.09	\$215.67	\$252.24	01/01/98	12/31/28	\$ 73.16	3%

1. Jan Ballesteros	FIELD		\$179.19	\$215.79	\$252.39	09/18/23	06/30/24	\$ 73.20	--	
2. Office Engineer		0	\$186.11	\$215.79	\$252.39	07/01/24	12/31/24	\$ 73.20	0%	
3. Const. Inspector, Group 2		0	\$186.11	\$222.26	\$259.96	01/01/25	12/31/25	\$ 75.40	3%	
		0	\$190.10	\$228.93	\$267.76	01/01/26	12/31/26	\$ 77.66	3%	
4. Non-Exempt	Prevailing Wage		\$195.80	\$235.80	\$275.79	01/01/27	12/31/27	\$ 79.99	3%	
5. Full Time	Day Shift		\$201.68	\$242.87	\$284.07	01/01/28	12/31/28	\$ 82.39	3%	
	NC-63-3-9-2022-1									
1. Jan Ballesteros	FIELD		\$196.52	\$220.66	\$252.39	09/18/23	06/30/24	\$ 73.20	--	
2. Office Engineer		0	\$203.86	\$230.20	\$256.55	07/01/24	12/31/24	\$ 73.20	0%	
3. Const. Inspector, Group 2		0	\$203.86	\$228.61	\$259.96	01/01/25	12/31/25	\$ 75.40	3%	
		0	\$203.86	\$228.93	\$267.76	01/01/26	12/31/26	\$ 77.66	3%	
4. Non-Exempt	Prevailing Wage		\$203.86	\$235.80	\$275.79	01/01/27	12/31/27	\$ 79.99	3%	
5. Full Time	Night Shift		\$203.86	\$242.87	\$284.07	01/01/28	12/31/28	\$ 82.39	3%	
	NC-63-3-9-2022-1									
1. Jan Ballesteros	FIELD		\$179.19	\$215.79	\$252.39	09/18/23	12/31/23	\$ 73.20	--	
2. Office Engineer		0	\$179.19	\$215.79	\$252.39	01/01/99	12/31/24	\$ 73.20	--	
3. Const. Inspector, Group 2		0	\$184.56	\$222.26	\$259.96	01/01/00	12/31/25	\$ 75.40	3%	
4. Non-Exempt	Non-Prevailing		\$190.10	\$228.93	\$267.76	01/01/01	12/31/26	\$ 77.66	3%	
5. Full Time	Wage Work		\$195.80	\$235.80	\$275.79	01/01/02	12/31/27	\$ 79.99	3%	
			\$201.68	\$242.87	\$284.07	01/01/03	12/31/28	\$ 82.39	3%	
1. Jay Ryan	FIELD		\$198.67	\$239.25	\$279.83	09/18/23	06/30/24	\$ 81.16	--	
2. Inspector		0	\$198.67	\$239.25	\$279.83	07/01/24	12/31/24	\$ 81.16	0%	
3. Const. Inspector, Group 2		0	\$204.64	\$246.43	\$288.23	01/01/25	12/31/25	\$ 83.59	3%	
		0	\$210.77	\$253.83	\$296.88	01/01/26	12/31/26	\$ 86.10	3%	
4. Non-Exempt	Prevailing Wage		\$217.10	\$261.44	\$305.78	01/01/27	12/31/27	\$ 88.69	3%	
5. Full Time	Day Shift		\$223.61	\$269.28	\$314.96	01/01/28	12/31/28	\$ 91.35	3%	
	NC-63-3-9-2022-1									
1. Jay Ryan	FIELD		\$198.67	\$239.25	\$279.83	09/18/23	06/30/24	\$ 81.16	--	
2. Inspector		0	\$198.67	\$239.25	\$279.83	07/01/24	12/31/24	\$ 81.16	0%	
3. Const. Inspector, Group 2		0	\$204.64	\$246.43	\$288.23	01/01/25	12/31/25	\$ 83.59	3%	
		0	\$210.77	\$253.83	\$296.88	01/01/26	12/31/26	\$ 86.10	3%	
4. Non-Exempt	Prevailing Wage		\$217.10	\$261.44	\$305.78	01/01/27	12/31/27	\$ 88.69	3%	
5. Full Time	Night Shift		\$223.61	\$269.28	\$314.96	01/01/28	12/31/28	\$ 91.35	3%	
	NC-63-3-9-2022-1									
1. Jay Ryan	FIELD		\$198.67	\$239.25	\$279.83	09/18/23	12/31/23	\$ 81.16	--	
2. Inspector		0	\$198.67	\$239.25	\$279.83	01/01/04	12/31/24	\$ 81.16	--	
3. Const. Inspector, Group 2		0	\$204.64	\$246.43	\$288.23	01/01/05	12/31/25	\$ 83.59	3%	
4. Non-Exempt	Non-Prevailing		\$210.77	\$253.83	\$296.88	01/01/06	12/31/26	\$ 86.10	3%	
5. Full Time	Wage Work		\$217.10	\$261.44	\$305.78	01/01/07	12/31/27	\$ 88.69	3%	
			\$223.61	\$269.28	\$314.96	01/01/08	12/31/28	\$ 91.35	3%	

1. Jennifer Karthik	FIELD		\$183.23	\$220.65	\$258.08	09/18/23	06/30/24	\$ 74.85	--	
2. Inspector		0	\$189.52	\$220.65	\$258.08	07/01/24	12/31/24	\$ 74.85	0%	
3. Const. Inspector, Group 2		0	\$189.52	\$227.27	\$265.82	01/01/25	12/31/25	\$ 77.10	3%	
		0	\$194.39	\$234.09	\$273.80	01/01/26	12/31/26	\$ 79.41	3%	
4. Non-Exempt	Prevailing Wage		\$200.22	\$241.11	\$282.01	01/01/27	12/31/27	\$ 81.79	3%	
5. Full Time	Day Shift		\$206.23	\$248.35	\$290.47	01/01/28	12/31/28	\$ 84.24	3%	
	NC-63-3-9-2022-1									
1. Jennifer Karthik	FIELD		\$199.93	\$222.87	\$258.08	09/18/23	06/30/24	\$ 74.85	--	
2. Inspector		0	\$207.27	\$232.42	\$258.08	07/01/24	12/31/24	\$ 74.85	0%	
3. Const. Inspector, Group 2		0	\$207.27	\$230.79	\$265.82	01/01/25	12/31/25	\$ 77.10	3%	
		0	\$207.27	\$234.09	\$273.80	01/01/26	12/31/26	\$ 79.41	3%	
4. Non-Exempt	Prevailing Wage		\$207.27	\$241.11	\$282.01	01/01/27	12/31/27	\$ 81.79	3%	
5. Full Time	Night Shift		\$207.27	\$248.35	\$290.47	01/01/28	12/31/28	\$ 84.24	3%	
	NC-63-3-9-2022-1									
1. Jennifer Karthik	FIELD		\$183.23	\$220.65	\$258.08	09/18/23	12/31/23	\$ 74.85	--	
2. Inspector		0	\$183.23	\$220.65	\$258.08	01/01/09	12/31/24	\$ 74.85	--	
3. Const. Inspector, Group 2		0	\$188.73	\$227.27	\$265.82	01/01/10	12/31/25	\$ 77.10	3%	
4. Non-Exempt	Non-Prevailing		\$194.39	\$234.09	\$273.80	01/01/11	12/31/26	\$ 79.41	3%	
5. Full Time	Wage Work		\$200.22	\$241.11	\$282.01	01/01/12	12/31/27	\$ 81.79	3%	
			\$206.23	\$248.35	\$290.47	01/01/13	12/31/28	\$ 84.24	3%	
1. John Collins	FIELD		\$237.45	\$237.45	\$305.39	09/18/23	06/30/24	\$ 97.00	--	
2. Contract Manager/RE		0	\$237.45	\$246.07	\$317.14	07/01/24	12/31/24	\$ 97.00	0%	
3. Const. Inspector, Group 2		0	\$244.57	\$246.07	\$317.14	01/01/25	12/31/25	\$ 99.91	3%	
		0	\$251.91	\$251.91	\$317.14	01/01/26	12/31/26	\$ 102.91	3%	
4. Exempt	Prevailing Wage		\$259.47	\$259.47	\$317.14	01/01/27	12/31/27	\$ 105.99	3%	
5. Full Time	Day Shift		\$267.25	\$267.25	\$317.14	01/01/28	12/31/28	\$ 109.17	3%	
	NC-63-3-9-2022-1									
1. John Collins	FIELD		\$237.45	\$262.53	\$339.66	09/18/23	06/30/24	\$ 97.00	--	
2. Contract Manager/RE		0	\$237.45	\$272.08	\$351.41	07/01/24	12/31/24	\$ 97.00	0%	
3. Const. Inspector, Group 2		0	\$244.57	\$272.08	\$351.41	01/01/25	12/31/25	\$ 99.91	3%	
		0	\$251.91	\$272.08	\$351.41	01/01/26	12/31/26	\$ 102.91	3%	
4. Exempt	Prevailing Wage		\$259.47	\$272.08	\$351.41	01/01/27	12/31/27	\$ 105.99	3%	
5. Full Time	Night Shift		\$267.25	\$272.08	\$351.41	01/01/28	12/31/28	\$ 109.17	3%	
	NC-63-3-9-2022-1									
1. John Collins	FIELD		\$237.45	\$237.45	\$237.45	09/18/23	12/31/23	\$ 97.00	--	
2. Contract Manager/RE		0	\$237.45	\$237.45	\$237.45	01/01/14	12/31/24	\$ 97.00	--	
3. Const. Inspector, Group 2		0	\$244.57	\$244.57	\$244.57	01/01/15	12/31/25	\$ 99.91	3%	
4. Exempt	Non-Prevailing		\$251.91	\$251.91	\$251.91	01/01/16	12/31/26	\$ 102.91	3%	
5. Full Time	Wage Work		\$259.47	\$259.47	\$259.47	01/01/17	12/31/27	\$ 105.99	3%	
			\$0.00	\$0.00	\$0.00	01/01/18	12/31/28	\$ 109.17	3%	

1. Katherine Donnelly	FIELD		\$163.89	\$163.89	\$163.89	09/18/23	06/30/24	\$ 66.95	--	
2. Office Engineer		0	\$225.80	\$248.40	\$271.01	07/01/24	12/31/24	\$ 66.95	0%	
3. Const. Inspector, Group 2		0	\$225.80	\$246.95	\$268.10	01/01/25	12/31/25	\$ 68.96	3%	
		0	\$225.80	\$245.45	\$265.11	01/01/26	12/31/26	\$ 71.03	3%	
4. Non-Exempt	Prevailing Wage		\$225.80	\$243.91	\$262.02	01/01/27	12/31/27	\$ 73.16	3%	
5. Full Time	Day Shift		\$225.80	\$242.32	\$259.81	01/01/28	12/31/28	\$ 75.35	3%	
	NC-63-3-9-2022-1									
1. Katherine Donnelly	FIELD		\$0.00	\$0.00	\$0.00	09/18/23	06/30/24	\$ 66.95	--	
2. Office Engineer		0	\$243.55	\$274.41	\$305.28	07/01/24	12/31/24	\$ 66.95	0%	
3. Const. Inspector, Group 2		0	\$243.55	\$272.96	\$302.37	01/01/25	12/31/25	\$ 68.96	3%	
		0	\$243.55	\$271.46	\$299.38	01/01/26	12/31/26	\$ 71.03	3%	
4. Non-Exempt	Prevailing Wage		\$243.55	\$269.92	\$296.29	01/01/27	12/31/27	\$ 73.16	3%	
5. Full Time	Night Shift		\$243.55	\$268.33	\$293.11	01/01/28	12/31/28	\$ 75.35	3%	
	NC-63-3-9-2022-1									
1. Katherine Donnelly	FIELD		\$0.00	\$0.00	\$0.00	09/18/23	12/31/23	\$ 66.95	--	
2. Office Engineer		0	\$163.89	\$197.36	\$230.84	01/01/19	12/31/24	\$ 66.95	--	
3. Const. Inspector, Group 2		0	\$168.81	\$203.29	\$237.76	01/01/20	12/31/25	\$ 68.96	3%	
4. Non-Exempt	Non-Prevailing		\$173.87	\$209.38	\$244.90	01/01/21	12/31/26	\$ 71.03	3%	
5. Full Time	Wage Work		\$179.09	\$215.67	\$252.24	01/01/22	12/31/27	\$ 73.16	3%	
			\$184.46	\$222.14	\$259.81	01/01/23	12/31/28	\$ 75.35	3%	
1. Keith Baty	FIELD		\$186.97	\$186.97	\$186.97	09/18/23	06/30/24	\$ 76.38	--	
2. Inspector		0	\$225.80	\$296.87	\$367.95	07/01/24	12/31/24	\$ 76.38	0%	
3. Const. Inspector, Group 2		0	\$225.80	\$296.87	\$367.95	01/01/25	12/31/25	\$ 78.67	3%	
		0	\$225.80	\$296.87	\$367.95	01/01/26	12/31/26	\$ 81.03	3%	
4. Non-Exempt	Prevailing Wage		\$225.80	\$296.87	\$367.95	01/01/27	12/31/27	\$ 83.46	3%	
5. Full Time	Day Shift		\$225.80	\$296.87	\$367.95	01/01/28	12/31/28	\$ 85.97	3%	
	NC-63-3-9-2022-1									
1. Keith Baty	FIELD		\$236.20	\$258.04	\$279.88	09/18/23	06/30/24	\$ 76.38	--	
2. Inspector		0	\$243.55	\$267.59	\$291.63	07/01/24	12/31/24	\$ 76.38	0%	
3. Const. Inspector, Group 2		0	\$243.55	\$265.93	\$288.31	01/01/25	12/31/25	\$ 78.67	3%	
		0	\$243.55	\$264.22	\$284.89	01/01/26	12/31/26	\$ 81.03	3%	
4. Non-Exempt	Prevailing Wage		\$243.55	\$262.46	\$287.77	01/01/27	12/31/27	\$ 83.46	3%	
5. Full Time	Night Shift		\$243.55	\$260.65	\$296.41	01/01/28	12/31/28	\$ 85.97	3%	
	NC-63-3-9-2022-1									
1. Keith Baty	FIELD		\$186.97	\$225.16	\$263.35	09/18/23	12/31/23	\$ 76.38	--	
2. Inspector		0	\$186.97	\$225.16	\$263.35	01/01/24	12/31/24	\$ 76.38	--	
3. Const. Inspector, Group 2		0	\$192.58	\$231.92	\$271.25	01/01/25	12/31/25	\$ 78.67	3%	
4. Non-Exempt	Non-Prevailing		\$198.36	\$238.88	\$279.39	01/01/26	12/31/26	\$ 81.03	3%	
5. Full Time	Wage Work		\$204.31	\$246.04	\$287.77	01/01/27	12/31/27	\$ 83.46	3%	
			\$0.00	\$0.00	\$0.00	01/01/28	12/31/28	\$ 85.97	3%	

1. Lam Tran	FIELD		\$186.58	\$224.69	\$262.80	09/18/23	06/30/24	\$ 76.22	--	
2. Inspector		0	\$186.58	\$224.69	\$262.80	07/01/24	12/31/24	\$ 76.22	0%	
3. Const. Inspector, Group 2		0	\$192.18	\$231.43	\$270.69	01/01/25	12/31/25	\$ 78.51	3%	
		0	\$197.94	\$238.38	\$278.81	01/01/26	12/31/26	\$ 80.86	3%	
4. Non-Exempt	Prevailing Wage		\$203.88	\$245.53	\$287.17	01/01/27	12/31/27	\$ 83.29	3%	
5. Full Time	Day Shift		\$210.00	\$252.89	\$295.79	01/01/28	12/31/28	\$ 85.79	3%	
	NC-63-3-9-2022-1									
1. Lam Tran	FIELD		\$195.15	\$224.69	\$262.80	09/18/23	06/30/24	\$ 76.22	--	
2. Inspector		0	\$202.50	\$226.65	\$262.80	07/01/24	12/31/24	\$ 76.22	0%	
3. Const. Inspector, Group 2		0	\$202.50	\$231.43	\$270.69	01/01/25	12/31/25	\$ 78.51	3%	
		0	\$202.50	\$238.38	\$278.81	01/01/26	12/31/26	\$ 80.86	3%	
4. Non-Exempt	Prevailing Wage		\$203.88	\$245.53	\$287.17	01/01/27	12/31/27	\$ 83.29	3%	
5. Full Time	Night Shift		\$210.00	\$252.89	\$295.79	01/01/28	12/31/28	\$ 85.79	3%	
	NC-63-3-9-2022-1									
1. Lam Tran	FIELD		\$186.58	\$224.69	\$262.80	09/18/23	12/31/23	\$ 76.22	--	
2. Inspector		0	\$186.58	\$224.69	\$262.80	01/01/29	12/31/24	\$ 76.22	--	
3. Const. Inspector, Group 2		0	\$192.18	\$231.43	\$270.69	01/01/30	12/31/25	\$ 78.51	3%	
4. Non-Exempt	Non-Prevailing		\$197.94	\$238.38	\$278.81	01/01/31	12/31/26	\$ 80.86	3%	
5. Full Time	Wage Work		\$203.88	\$245.53	\$287.17	01/01/32	12/31/27	\$ 83.29	3%	
			\$210.00	\$252.89	\$295.79	01/01/33	12/31/28	\$ 85.79	3%	
1. Laurence Farrell	FIELD		\$378.21	\$378.21	\$378.21	09/18/23	06/30/24	\$ 154.50	--	
2. Resident Engineer/Track Inspector		0	\$378.21	\$378.21	\$378.21	07/01/24	12/31/24	\$ 154.50	0%	
3. Const. Inspector, Group 2		0	\$389.55	\$389.55	\$389.55	01/01/25	12/31/25	\$ 159.14	3%	
		0	\$401.24	\$401.24	\$401.24	01/01/26	12/31/26	\$ 163.91	3%	
4. Exempt	Prevailing Wage		\$413.28	\$413.28	\$413.28	01/01/27	12/31/27	\$ 168.83	3%	
5. Full Time	Day Shift		\$425.68	\$425.68	\$425.68	01/01/28	12/31/28	\$ 173.89	3%	
	NC-63-3-9-2022-1									
1. Laurence Farrell	FIELD		\$378.21	\$378.21	\$378.21	09/18/23	06/30/24	\$ 154.50	--	
2. Resident Engineer/Track Inspector		0	\$378.21	\$378.21	\$378.21	07/01/24	12/31/24	\$ 154.50	0%	
3. Const. Inspector, Group 2		0	\$389.55	\$389.55	\$389.55	01/01/25	12/31/25	\$ 159.14	3%	
		0	\$401.24	\$401.24	\$401.24	01/01/26	12/31/26	\$ 163.91	3%	
4. Exempt	Prevailing Wage		\$413.28	\$413.28	\$413.28	01/01/27	12/31/27	\$ 168.83	3%	
5. Full Time	Night Shift		\$425.68	\$425.68	\$425.68	01/01/28	12/31/28	\$ 173.89	3%	
	NC-63-3-9-2022-1									
1. Laurence Farrell	FIELD		\$378.21	\$378.21	\$378.21	09/18/23	12/31/23	\$ 154.50	--	
2. Resident Engineer/Track Inspector		0	\$378.21	\$378.21	\$378.21	01/01/34	12/31/24	\$ 154.50	--	
3. Const. Inspector, Group 2		0	\$389.55	\$389.55	\$389.55	01/01/35	12/31/25	\$ 159.14	3%	
4. Exempt	Non-Prevailing		\$401.24	\$401.24	\$401.24	01/01/36	12/31/26	\$ 163.91	3%	
5. Full Time	Wage Work		\$413.28	\$413.28	\$413.28	01/01/37	12/31/27	\$ 168.83	3%	
			\$425.68	\$425.68	\$425.68	01/01/38	12/31/28	\$ 173.89	3%	

1. Lesha Kubacki	FIELD		\$177.48	\$213.73	\$249.98	09/18/23	06/30/24	\$ 72.50	--	
2. Inspector		0	\$182.29	\$213.73	\$249.98	07/01/24	12/31/24	\$ 72.50	0%	
3. Const. Inspector, Group 2		0	\$182.80	\$220.14	\$257.47	01/01/25	12/31/25	\$ 74.68	3%	
		0	\$188.28	\$226.74	\$265.20	01/01/26	12/31/26	\$ 76.92	3%	
4. Non-Exempt	Prevailing Wage		\$193.93	\$233.54	\$273.16	01/01/27	12/31/27	\$ 79.22	3%	
5. Full Time	Day Shift		\$199.75	\$240.55	\$281.35	01/01/28	12/31/28	\$ 81.60	3%	
	NC-63-3-9-2022-1									
1. Lesha Kubacki	FIELD		\$192.70	\$217.34	\$249.98	09/18/23	06/30/24	\$ 72.50	--	
2. Inspector		0	\$200.04	\$226.89	\$253.74	07/01/24	12/31/24	\$ 72.50	0%	
3. Const. Inspector, Group 2		0	\$200.04	\$225.31	\$257.47	01/01/25	12/31/25	\$ 74.68	3%	
		0	\$200.04	\$226.74	\$265.20	01/01/26	12/31/26	\$ 76.92	3%	
4. Non-Exempt	Prevailing Wage		\$200.04	\$233.54	\$273.16	01/01/27	12/31/27	\$ 79.22	3%	
5. Full Time	Night Shift		\$200.04	\$240.55	\$281.35	01/01/28	12/31/28	\$ 81.60	3%	
	NC-63-3-9-2022-1									
1. Lesha Kubacki	FIELD		\$177.48	\$213.73	\$249.98	09/18/23	12/31/23	\$ 72.50	--	
2. Inspector		0	\$177.48	\$213.73	\$249.98	01/01/39	12/31/24	\$ 72.50	--	
3. Const. Inspector, Group 2		0	\$182.80	\$220.14	\$257.47	01/01/40	12/31/25	\$ 74.68	3%	
4. Non-Exempt	Non-Prevailing		\$188.28	\$226.74	\$265.20	01/01/41	12/31/26	\$ 76.92	3%	
5. Full Time	Wage Work		\$193.93	\$233.54	\$273.16	01/01/42	12/31/27	\$ 79.22	3%	
			\$199.75	\$240.55	\$281.35	01/01/43	12/31/28	\$ 81.60	3%	
1. Mary Saephan	FIELD		\$177.41	\$199.72	\$233.60	09/18/23	06/30/24	\$ 67.75	--	
2. Office Engineer		0	\$184.75	\$206.78	\$233.60	07/01/24	12/31/24	\$ 67.75	0%	
3. Const. Inspector, Group 2		0	\$184.75	\$205.71	\$240.61	01/01/25	12/31/25	\$ 69.78	3%	
		0	\$184.75	\$211.89	\$247.82	01/01/26	12/31/26	\$ 71.88	3%	
4. Non-Exempt	Prevailing Wage		\$184.75	\$218.24	\$255.26	01/01/27	12/31/27	\$ 74.03	3%	
5. Full Time	Day Shift		\$186.66	\$224.79	\$262.92	01/01/28	12/31/28	\$ 76.25	3%	
	NC-63-3-9-2022-1									
1. Mary Saephan	FIELD		\$195.16	\$223.24	\$251.33	09/18/23	06/30/24	\$ 67.75	--	
2. Office Engineer		0	\$202.50	\$232.79	\$263.08	07/01/24	12/31/24	\$ 67.75	0%	
3. Const. Inspector, Group 2		0	\$202.50	\$231.32	\$260.14	01/01/25	12/31/25	\$ 69.78	3%	
		0	\$202.50	\$229.80	\$257.10	01/01/26	12/31/26	\$ 71.88	3%	
4. Non-Exempt	Prevailing Wage		\$202.50	\$228.24	\$255.26	01/01/27	12/31/27	\$ 74.03	3%	
5. Full Time	Night Shift		\$202.50	\$226.63	\$262.92	01/01/28	12/31/28	\$ 76.25	3%	
	NC-63-3-9-2022-1									
1. Mary Saephan	FIELD		\$165.85	\$199.72	\$233.60	09/18/23	12/31/23	\$ 67.75	--	
2. Office Engineer		0	\$165.85	\$199.72	\$233.60	01/01/44	12/31/24	\$ 67.75	--	
3. Const. Inspector, Group 2		0	\$170.82	\$205.71	\$240.61	01/01/45	12/31/25	\$ 69.78	3%	
4. Non-Exempt	Non-Prevailing		\$175.95	\$211.89	\$247.82	01/01/46	12/31/26	\$ 71.88	3%	
5. Full Time	Wage Work		\$181.23	\$218.24	\$255.26	01/01/47	12/31/27	\$ 74.03	3%	
			\$186.66	\$224.79	\$262.92	01/01/48	12/31/28	\$ 76.25	3%	

1. Max Sanchez	FIELD		\$185.52	\$254.39	\$323.26	09/18/23	06/30/24	\$ 74.26	--
2. Inspector		0	\$192.86	\$263.93	\$335.01	07/01/24	12/31/24	\$ 74.26	0%
3. Const. Inspector, Group 2		0	\$192.86	\$263.93	\$335.01	01/01/25	12/31/25	\$ 76.49	3%
		0	\$192.86	\$263.93	\$335.01	01/01/26	12/31/26	\$ 78.78	3%
4. Exempt	Prevailing Wage		\$198.64	\$263.93	\$335.01	01/01/27	12/31/27	\$ 81.15	3%
5. Full Time	Day Shift		\$204.60	\$263.93	\$335.01	01/01/28	12/31/28	\$ 83.58	3%
	NC-63-3-9-2022-1								
1. Max Sanchez	FIELD		\$203.26	\$280.40	\$357.53	09/18/23	06/30/24	\$ 74.26	--
2. Inspector		0	\$210.61	\$289.94	\$369.28	07/01/24	12/31/24	\$ 74.26	0%
3. Const. Inspector, Group 2		0	\$210.61	\$289.94	\$369.28	01/01/25	12/31/25	\$ 76.49	3%
		0	\$210.61	\$289.94	\$369.28	01/01/26	12/31/26	\$ 78.78	3%
4. Exempt	Prevailing Wage		\$210.61	\$289.94	\$369.28	01/01/27	12/31/27	\$ 81.15	3%
5. Full Time	Night Shift		\$210.61	\$289.94	\$369.28	01/01/28	12/31/28	\$ 83.58	3%
	NC-63-3-9-2022-1								
1. Max Sanchez	FIELD		\$181.78	\$181.78	\$181.78	09/18/23	12/31/23	\$ 74.26	--
2. Inspector		0	\$181.78	\$181.78	\$181.78	01/01/24	12/31/24	\$ 74.26	--
3. Const. Inspector, Group 2		0	\$187.24	\$187.24	\$187.24	01/01/25	12/31/25	\$ 76.49	3%
4. Exempt	Non-Prevailing		\$192.85	\$192.85	\$192.85	01/01/26	12/31/26	\$ 78.78	3%
5. Full Time	Wage Work		\$198.64	\$198.64	\$198.64	01/01/27	12/31/27	\$ 81.15	3%
			\$204.60	\$204.60	\$204.60	01/01/28	12/31/28	\$ 83.58	3%
1. Michael Peters	FIELD		\$216.84	\$261.13	\$305.42	09/18/23	06/30/24	\$ 88.58	--
2. Inspector		0	\$216.84	\$261.13	\$305.42	07/01/24	12/31/24	\$ 88.58	0%
3. Const. Inspector, Group 2		0	\$223.34	\$268.96	\$314.58	01/01/25	12/31/25	\$ 91.24	3%
		0	\$230.04	\$277.03	\$324.02	01/01/26	12/31/26	\$ 93.97	3%
4. Non-Exempt	Prevailing Wage		\$236.95	\$285.34	\$333.74	01/01/27	12/31/27	\$ 96.79	3%
5. Full Time	Day Shift		\$244.05	\$293.90	\$343.75	01/01/28	12/31/28	\$ 99.70	3%
	NC-63-3-9-2022-1								
1. Michael Peters	FIELD		\$216.84	\$261.13	\$305.42	09/18/23	06/30/24	\$ 88.58	--
2. Inspector		0	\$216.84	\$261.13	\$305.42	07/01/24	12/31/24	\$ 88.58	0%
3. Const. Inspector, Group 2		0	\$223.34	\$268.96	\$314.58	01/01/25	12/31/25	\$ 91.24	3%
		0	\$230.04	\$277.03	\$324.02	01/01/26	12/31/26	\$ 93.97	3%
4. Non-Exempt	Prevailing Wage		\$236.95	\$285.34	\$333.74	01/01/27	12/31/27	\$ 96.79	3%
5. Full Time	Night Shift		\$244.05	\$293.90	\$343.75	01/01/28	12/31/28	\$ 99.70	3%
	NC-63-3-9-2022-1								
1. Michael Peters	FIELD		\$216.84	\$261.13	\$305.42	09/18/23	12/31/23	\$ 88.58	--
2. Inspector		0	\$216.84	\$261.13	\$305.42	01/01/24	12/31/24	\$ 88.58	--
3. Const. Inspector, Group 2		0	\$223.34	\$268.96	\$314.58	01/01/25	12/31/25	\$ 91.24	3%
4. Non-Exempt	Non-Prevailing		\$230.04	\$277.03	\$324.02	01/01/26	12/31/26	\$ 93.97	3%
5. Full Time	Wage Work		\$236.95	\$285.34	\$333.74	01/01/27	12/31/27	\$ 96.79	3%
			\$244.05	\$293.90	\$343.75	01/01/28	12/31/28	\$ 99.70	3%

1. Michael Williams	FIELD		\$176.55	\$212.61	\$248.67	09/18/23	06/30/24	\$ 72.12	--
2. Inspector		0	\$182.41	\$212.61	\$248.67	07/01/24	12/31/24	\$ 72.12	0%
3. Const. Inspector, Group 2		0	\$182.41	\$218.98	\$256.13	01/01/25	12/31/25	\$ 74.28	3%
		0	\$187.30	\$225.55	\$263.81	01/01/26	12/31/26	\$ 76.51	3%
4. Non-Exempt	Prevailing Wage		\$192.92	\$232.32	\$271.72	01/01/27	12/31/27	\$ 78.81	3%
5. Full Time	Day Shift		\$198.70	\$239.29	\$279.88	01/01/28	12/31/28	\$ 81.17	3%
	NC-63-3-9-2022-1								
1. Michael Williams	FIELD		\$192.81	\$217.73	\$248.67	09/18/23	06/30/24	\$ 72.12	--
2. Inspector		0	\$200.16	\$227.28	\$254.41	07/01/24	12/31/24	\$ 72.12	0%
3. Const. Inspector, Group 2		0	\$200.16	\$225.71	\$256.13	01/01/25	12/31/25	\$ 74.28	3%
		0	\$200.16	\$225.55	\$263.81	01/01/26	12/31/26	\$ 76.51	3%
4. Non-Exempt	Prevailing Wage		\$200.16	\$232.32	\$271.72	01/01/27	12/31/27	\$ 78.81	3%
5. Full Time	Night Shift		\$200.16	\$239.29	\$279.88	01/01/28	12/31/28	\$ 81.17	3%
	NC-63-3-9-2022-1								
1. Michael Williams	FIELD		\$176.55	\$176.55	\$176.55	09/18/23	12/31/23	\$ 72.12	--
2. Inspector		0	\$176.55	\$212.61	\$248.67	01/01/59	12/31/24	\$ 72.12	--
3. Const. Inspector, Group 2		0	\$181.84	\$218.98	\$256.13	01/01/60	12/31/25	\$ 74.28	3%
4. Non-Exempt	Non-Prevailing		\$187.30	\$225.55	\$263.81	01/01/61	12/31/26	\$ 76.51	3%
5. Full Time	Wage Work		\$192.92	\$232.32	\$271.72	01/01/62	12/31/27	\$ 78.81	3%
			\$198.70	\$239.29	\$279.88	01/01/63	12/31/28	\$ 81.17	3%
1. Mohammad Khan	FIELD		\$269.27	\$269.27	\$294.22	09/18/23	06/30/24	\$ 110.00	--
2. Resident Engineer/Train Control		0	\$269.27	\$269.27	\$305.97	07/01/24	12/31/24	\$ 110.00	0%
3. Const. Inspector, Group 2		0	\$277.35	\$277.35	\$305.97	01/01/25	12/31/25	\$ 113.30	3%
		0	\$285.67	\$285.67	\$305.97	01/01/26	12/31/26	\$ 116.70	3%
4. Exempt	Prevailing Wage		\$294.24	\$294.24	\$305.97	01/01/27	12/31/27	\$ 120.20	3%
5. Full Time	Day Shift		\$303.07	\$303.07	\$305.97	01/01/28	12/31/28	\$ 123.81	3%
	NC-63-3-9-2022-1								
1. Mohammad Khan	FIELD		\$269.27	\$269.27	\$328.49	09/18/23	06/30/24	\$ 110.00	--
2. Resident Engineer/Train Control		0	\$269.27	\$269.27	\$340.24	07/01/24	12/31/24	\$ 110.00	0%
3. Const. Inspector, Group 2		0	\$277.35	\$277.35	\$340.24	01/01/25	12/31/25	\$ 113.30	3%
		0	\$285.67	\$285.67	\$340.24	01/01/26	12/31/26	\$ 116.70	3%
4. Exempt	Prevailing Wage		\$294.24	\$294.24	\$340.24	01/01/27	12/31/27	\$ 120.20	3%
5. Full Time	Night Shift		\$303.07	\$303.07	\$340.24	01/01/28	12/31/28	\$ 123.81	3%
	NC-63-3-9-2022-1								
1. Mohammad Khan	FIELD		\$269.27	\$269.27	\$269.27	09/18/23	12/31/23	\$ 110.00	--
2. Resident Engineer/Train Control		0	\$269.27	\$269.27	\$269.27	01/01/64	12/31/24	\$ 110.00	--
3. Const. Inspector, Group 2		0	\$277.35	\$277.35	\$277.35	01/01/65	12/31/25	\$ 113.30	3%
4. Exempt	Non-Prevailing		\$285.67	\$285.67	\$285.67	01/01/66	12/31/26	\$ 116.70	3%
5. Full Time	Wage Work		\$294.24	\$294.24	\$294.24	01/01/67	12/31/27	\$ 120.20	3%
		0	\$303.07	\$303.07	\$303.07	01/01/68	12/31/28	\$ 123.81	3%

1. Mohammad Waziri	FIELD		\$201.71	\$242.91	\$284.11	09/18/23	06/30/24	\$ 82.40	--	
2. Inspector		0	\$201.75	\$242.91	\$284.11	07/01/24	12/31/24	\$ 82.40	0%	
3. Const. Inspector, Group 2		0	\$207.76	\$250.20	\$292.63	01/01/25	12/31/25	\$ 84.87	3%	
		0	\$213.99	\$257.70	\$301.41	01/01/26	12/31/26	\$ 87.42	3%	
4. Non-Exempt	Prevailing Wage		\$220.41	\$265.43	\$310.45	01/01/27	12/31/27	\$ 90.04	3%	
5. Full Time	Day Shift		\$227.03	\$273.40	\$319.77	01/01/28	12/31/28	\$ 92.74	3%	
	NC-63-3-9-2022-1									
1. Mohammad Waziri	FIELD		\$212.15	\$242.91	\$284.11	09/18/23	06/30/24	\$ 82.40	--	
2. Inspector		0	\$219.50	\$242.91	\$284.11	07/01/24	12/31/24	\$ 82.40	0%	
3. Const. Inspector, Group 2		0	\$219.50	\$250.20	\$292.63	01/01/25	12/31/25	\$ 84.87	3%	
		0	\$219.50	\$257.70	\$301.41	01/01/26	12/31/26	\$ 87.42	3%	
4. Non-Exempt	Prevailing Wage		\$220.41	\$265.43	\$310.45	01/01/27	12/31/27	\$ 90.04	3%	
5. Full Time	Night Shift		\$227.03	\$273.40	\$319.77	01/01/28	12/31/28	\$ 92.74	3%	
	NC-63-3-9-2022-1									
1. Mohammad Waziri	FIELD		\$201.71	\$242.91	\$284.11	09/18/23	12/31/23	\$ 82.40	--	
2. Inspector		0	\$201.71	\$242.91	\$284.11	01/01/69	12/31/24	\$ 82.40	--	
3. Const. Inspector, Group 2		0	\$207.76	\$250.20	\$292.63	01/01/70	12/31/25	\$ 84.87	3%	
4. Non-Exempt	Non-Prevailing		\$213.99	\$257.70	\$301.41	01/01/71	12/31/26	\$ 87.42	3%	
5. Full Time	Wage Work		\$220.41	\$265.43	\$310.45	01/01/72	12/31/27	\$ 90.04	3%	
			\$227.03	\$273.40	\$319.77	01/01/73	12/31/28	\$ 92.74	3%	
1. Nathan Hayler	FIELD		\$252.14	\$252.14	\$304.82	09/18/23	06/30/24	\$ 103.00	--	
2. Resident Engineer		0	\$252.14	\$252.14	\$316.57	07/01/24	12/31/24	\$ 103.00	0%	
3. Const. Inspector, Group 2		0	\$259.70	\$259.70	\$316.57	01/01/25	12/31/25	\$ 106.09	3%	
		0	\$267.49	\$267.49	\$316.57	01/01/26	12/31/26	\$ 109.27	3%	
4. Exempt	Prevailing Wage		\$275.52	\$275.52	\$316.57	01/01/27	12/31/27	\$ 112.55	3%	
5. Full Time	Day Shift		\$283.78	\$283.78	\$316.57	01/01/28	12/31/28	\$ 115.93	3%	
	NC-63-3-9-2022-1									
1. Nathan Hayler	FIELD		\$252.14	\$261.96	\$339.09	09/18/23	06/30/24	\$ 103.00	--	
2. Resident Engineer		0	\$252.14	\$271.51	\$350.84	07/01/24	12/31/24	\$ 103.00	0%	
3. Const. Inspector, Group 2		0	\$259.70	\$271.51	\$350.84	01/01/25	12/31/25	\$ 106.09	3%	
		0	\$267.49	\$271.51	\$350.84	01/01/26	12/31/26	\$ 109.27	3%	
4. Exempt	Prevailing Wage		\$275.52	\$275.52	\$350.84	01/01/27	12/31/27	\$ 112.55	3%	
5. Full Time	Night Shift		\$283.78	\$283.78	\$350.84	01/01/28	12/31/28	\$ 115.93	3%	
	NC-63-3-9-2022-1									
1. Nathan Hayler	FIELD		\$252.14	\$252.14	\$252.14	09/18/23	12/31/23	\$ 103.00	--	
2. Resident Engineer		0	\$252.14	\$252.14	\$252.14	01/01/74	12/31/24	\$ 103.00	--	
3. Const. Inspector, Group 2		0	\$259.70	\$259.70	\$259.70	01/01/75	12/31/25	\$ 106.09	3%	
4. Exempt	Non-Prevailing		\$267.49	\$267.49	\$267.49	01/01/76	12/31/26	\$ 109.27	3%	
5. Full Time	Wage Work		\$275.52	\$275.52	\$275.52	01/01/77	12/31/27	\$ 112.55	3%	
		0	\$283.78	\$283.78	\$283.78	01/01/78	12/31/28	\$ 115.93	3%	

1. Neil Hannan	FIELD		\$196.28	\$249.08	\$317.95	09/18/23	06/30/24	\$ 80.18	--	
2. Resident Engineer		0	\$196.28	\$258.63	\$329.70	07/01/24	12/31/24	\$ 80.18	0%	
3. Const. Inspector, Group 2		0	\$202.16	\$258.63	\$329.70	01/01/25	12/31/25	\$ 82.59	3%	
		0	\$208.23	\$258.63	\$329.70	01/01/26	12/31/26	\$ 85.06	3%	
4. Exempt	Prevailing Wage		\$214.48	\$258.63	\$329.70	01/01/27	12/31/27	\$ 87.61	3%	
5. Full Time	Day Shift		\$220.91	\$258.63	\$329.70	01/01/28	12/31/28	\$ 90.24	3%	
	NC-63-3-9-2022-1									
1. Neil Hannan	FIELD		\$197.96	\$275.09	\$352.22	09/18/23	06/30/24	\$ 80.18	--	
2. Resident Engineer		0	\$205.30	\$284.64	\$363.97	07/01/24	12/31/24	\$ 80.18	0%	
3. Const. Inspector, Group 2		0	\$205.30	\$284.64	\$363.97	01/01/25	12/31/25	\$ 82.59	3%	
		0	\$208.23	\$284.64	\$363.97	01/01/26	12/31/26	\$ 85.06	3%	
4. Exempt	Prevailing Wage		\$214.48	\$284.64	\$363.97	01/01/27	12/31/27	\$ 87.61	3%	
5. Full Time	Night Shift		\$220.91	\$284.64	\$363.97	01/01/28	12/31/28	\$ 90.24	3%	
	NC-63-3-9-2022-1									
1. Neil Hannan	FIELD		\$196.28	\$196.28	\$196.28	09/18/23	12/31/23	\$ 80.18	--	
2. Resident Engineer		0	\$196.28	\$196.28	\$196.28	01/01/79	12/31/24	\$ 80.18	--	
3. Const. Inspector, Group 2		0	\$202.16	\$202.16	\$202.16	01/01/80	12/31/25	\$ 82.59	3%	
4. Exempt	Non-Prevailing		\$208.23	\$208.23	\$208.23	01/01/81	12/31/26	\$ 85.06	3%	
5. Full Time	Wage Work		\$214.48	\$214.48	\$214.48	01/01/82	12/31/27	\$ 87.61	3%	
			\$220.91	\$220.91	\$220.91	01/01/83	12/31/28	\$ 90.24	3%	
1. Osbaldo Mejia	FIELD		\$199.51	\$240.26	\$281.01	09/18/23	06/30/24	\$ 81.50	--	
2. Inspector		0	\$199.51	\$240.26	\$281.01	07/01/24	12/31/24	\$ 81.50	0%	
3. Const. Inspector, Group 2		0	\$205.49	\$247.46	\$289.44	01/01/25	12/31/25	\$ 83.95	3%	
		0	\$211.66	\$254.89	\$298.12	01/01/26	12/31/26	\$ 86.46	3%	
4. Non-Exempt	Prevailing Wage		\$218.01	\$262.54	\$307.06	01/01/27	12/31/27	\$ 89.06	3%	
5. Full Time	Day Shift		\$224.55	\$270.41	\$316.28	01/01/28	12/31/28	\$ 91.73	3%	
	NC-63-3-9-2022-1									
1. Osbaldo Mejia	FIELD		\$199.51	\$240.26	\$281.01	09/18/23	06/30/24	\$ 81.50	--	
2. Inspector		0	\$203.97	\$240.26	\$281.01	07/01/24	12/31/24	\$ 81.50	0%	
3. Const. Inspector, Group 2		0	\$205.49	\$247.46	\$289.44	01/01/25	12/31/25	\$ 83.95	3%	
		0	\$211.66	\$254.89	\$298.12	01/01/26	12/31/26	\$ 86.46	3%	
4. Non-Exempt	Prevailing Wage		\$218.01	\$262.54	\$307.06	01/01/27	12/31/27	\$ 89.06	3%	
5. Full Time	Night Shift		\$224.55	\$270.41	\$316.28	01/01/28	12/31/28	\$ 91.73	3%	
	NC-63-3-9-2022-1									
1. Osbaldo Mejia	FIELD		\$199.51	\$240.26	\$281.01	09/18/23	12/31/23	\$ 81.50	--	
2. Inspector		0	\$199.51	\$240.26	\$281.01	01/01/84	12/31/24	\$ 81.50	--	
3. Const. Inspector, Group 2		0	\$205.49	\$247.46	\$289.44	01/01/85	12/31/25	\$ 83.95	3%	
4. Non-Exempt	Non-Prevailing		\$211.66	\$254.89	\$298.12	01/01/86	12/31/26	\$ 86.46	3%	
5. Full Time	Wage Work		\$218.01	\$262.54	\$307.06	01/01/87	12/31/27	\$ 89.06	3%	
			\$224.55	\$270.41	\$316.28	01/01/88	12/31/28	\$ 91.73	3%	

1. Patrick Myers	FIELD		\$194.76	\$234.54	\$274.32	09/18/23	06/30/24	\$ 79.56	--
2. Inspector		0	\$194.76	\$234.54	\$274.32	07/01/24	12/31/24	\$ 79.56	0%
3. Const. Inspector, Group 2		0	\$200.60	\$241.57	\$282.55	01/01/25	12/31/25	\$ 81.95	3%
		0	\$206.62	\$248.82	\$291.02	01/01/26	12/31/26	\$ 84.41	3%
4. Non-Exempt	Prevailing Wage		\$212.82	\$256.29	\$299.75	01/01/27	12/31/27	\$ 86.94	3%
5. Full Time	Day Shift		\$219.20	\$263.97	\$308.75	01/01/28	12/31/28	\$ 89.55	3%
	NC-63-3-9-2022-1								
1. Patrick Myers	FIELD		\$198.02	\$234.54	\$274.32	09/18/23	06/30/24	\$ 79.56	--
2. Inspector		0	\$205.37	\$234.54	\$274.32	07/01/24	12/31/24	\$ 79.56	0%
3. Const. Inspector, Group 2		0	\$205.37	\$241.57	\$282.55	01/01/25	12/31/25	\$ 81.95	3%
		0	\$206.62	\$248.82	\$291.02	01/01/26	12/31/26	\$ 84.41	3%
4. Non-Exempt	Prevailing Wage		\$212.82	\$256.29	\$299.75	01/01/27	12/31/27	\$ 86.94	3%
5. Full Time	Night Shift		\$219.20	\$263.97	\$308.75	01/01/28	12/31/28	\$ 89.55	3%
	NC-63-3-9-2022-1								
1. Patrick Myers	FIELD		\$194.76	\$234.54	\$274.32	09/18/23	12/31/23	\$ 79.56	--
2. Inspector		0	\$194.76	\$234.54	\$274.32	01/01/89	12/31/24	\$ 79.56	--
3. Const. Inspector, Group 2		0	\$200.60	\$241.57	\$282.55	01/01/90	12/31/25	\$ 81.95	3%
4. Non-Exempt	Non-Prevailing		\$206.62	\$248.82	\$291.02	01/01/91	12/31/26	\$ 84.41	3%
5. Full Time	Wage Work		\$212.82	\$256.29	\$299.75	01/01/92	12/31/27	\$ 86.94	3%
			\$219.20	\$263.97	\$308.75	01/01/93	12/31/28	\$ 89.55	3%
1. Paul Cabral	FIELD		\$225.16	\$271.15	\$317.14	09/18/23	06/30/24	\$ 91.98	--
2. Inspector		0	\$225.16	\$271.15	\$317.14	07/01/24	12/31/24	\$ 91.98	0%
3. Const. Inspector, Group 2		0	\$231.92	\$279.29	\$326.66	01/01/25	12/31/25	\$ 94.74	3%
		0	\$238.87	\$287.66	\$336.46	01/01/26	12/31/26	\$ 97.58	3%
4. Non-Exempt	Prevailing Wage		\$246.04	\$296.29	\$346.55	01/01/27	12/31/27	\$ 100.51	3%
5. Full Time	Day Shift		\$253.42	\$305.18	\$356.95	01/01/28	12/31/28	\$ 103.52	3%
	NC-63-3-9-2022-1								
1. Paul Cabral	FIELD		\$225.16	\$271.15	\$317.14	09/18/23	06/30/24	\$ 91.98	--
2. Inspector		0	\$225.16	\$271.15	\$317.14	07/01/24	12/31/24	\$ 91.98	0%
3. Const. Inspector, Group 2		0	\$231.92	\$279.29	\$326.66	01/01/25	12/31/25	\$ 94.74	3%
		0	\$238.87	\$287.66	\$336.46	01/01/26	12/31/26	\$ 97.58	3%
4. Non-Exempt	Prevailing Wage		\$246.04	\$296.29	\$346.55	01/01/27	12/31/27	\$ 100.51	3%
5. Full Time	Night Shift		\$253.42	\$305.18	\$356.95	01/01/28	12/31/28	\$ 103.52	3%
	NC-63-3-9-2022-1								
1. Paul Cabral	FIELD		\$225.16	\$271.15	\$317.14	09/18/23	12/31/23	\$ 91.98	--
2. Inspector		0	\$225.16	\$271.15	\$317.14	01/01/94	12/31/24	\$ 91.98	--
3. Const. Inspector, Group 2		0	\$231.92	\$279.29	\$326.66	01/01/95	12/31/25	\$ 94.74	3%
4. Non-Exempt	Non-Prevailing		\$238.87	\$287.66	\$336.46	01/01/96	12/31/26	\$ 97.58	3%
5. Full Time	Wage Work		\$246.04	\$296.29	\$346.55	01/01/97	12/31/27	\$ 100.51	3%
			\$253.42	\$305.18	\$356.95	01/01/98	12/31/28	\$ 103.52	3%

1. Randall Kunes	FIELD		\$214.32	\$258.09	\$301.87	09/18/23	06/30/24	\$ 87.55	--	
2. Inspector		0	\$214.32	\$258.09	\$301.87	07/01/24	12/31/24	\$ 87.55	0%	
3. Const. Inspector, Group 2		0	\$220.75	\$265.83	\$310.92	01/01/25	12/31/25	\$ 90.18	3%	
		0	\$227.37	\$273.81	\$320.25	01/01/26	12/31/26	\$ 92.88	3%	
4. Non-Exempt	Prevailing Wage		\$234.19	\$282.02	\$329.86	01/01/27	12/31/27	\$ 95.67	3%	
5. Full Time	Day Shift		\$241.22	\$290.48	\$339.75	01/01/28	12/31/28	\$ 98.54	3%	
	NC-63-3-9-2022-1									
1. Randall Kunes	FIELD		\$214.32	\$258.09	\$301.87	09/18/23	06/30/24	\$ 87.55	--	
2. Inspector		0	\$218.17	\$258.09	\$301.87	07/01/24	12/31/24	\$ 87.55	0%	
3. Const. Inspector, Group 2		0	\$220.75	\$265.83	\$310.92	01/01/25	12/31/25	\$ 90.18	3%	
		0	\$227.37	\$273.81	\$320.25	01/01/26	12/31/26	\$ 92.88	3%	
4. Non-Exempt	Prevailing Wage		\$234.19	\$282.02	\$329.86	01/01/27	12/31/27	\$ 95.67	3%	
5. Full Time	Night Shift		\$241.22	\$290.48	\$339.75	01/01/28	12/31/28	\$ 98.54	3%	
	NC-63-3-9-2022-1									
1. Randall Kunes	FIELD		\$214.32	\$258.09	\$301.87	09/18/23	12/31/23	\$ 87.55	--	
2. Inspector		0	\$214.32	\$258.09	\$301.87	01/01/99	12/31/24	\$ 87.55	--	
3. Const. Inspector, Group 2		0	\$220.75	\$265.83	\$310.92	01/01/00	12/31/25	\$ 90.18	3%	
4. Non-Exempt	Non-Prevailing		\$227.37	\$273.81	\$320.25	01/01/01	12/31/26	\$ 92.88	3%	
5. Full Time	Wage Work		\$234.19	\$282.02	\$329.86	01/01/02	12/31/27	\$ 95.67	3%	
			\$241.22	\$290.48	\$339.75	01/01/03	12/31/28	\$ 98.54	3%	
1. Richard Kaufman	FIELD		\$290.69	\$290.69	\$297.49	09/18/23	06/30/24	\$ 118.75	--	
2. Resident Engineer		0	\$290.69	\$290.69	\$309.24	07/01/24	12/31/24	\$ 118.75	0%	
3. Const. Inspector, Group 2		0	\$299.41	\$299.41	\$309.24	01/01/25	12/31/25	\$ 122.31	3%	
		0	\$308.40	\$308.40	\$309.24	01/01/26	12/31/26	\$ 125.98	3%	
4. Exempt	Prevailing Wage		\$317.65	\$317.65	\$317.65	01/01/27	12/31/27	\$ 129.76	3%	
5. Full Time	Day Shift		\$327.18	\$327.18	\$327.18	01/01/28	12/31/28	\$ 133.65	3%	
	NC-63-3-9-2022-1									
1. Richard Kaufman	FIELD		\$290.69	\$290.69	\$331.76	09/18/23	06/30/24	\$ 118.75	--	
2. Resident Engineer		0	\$290.69	\$290.69	\$343.51	07/01/24	12/31/24	\$ 118.75	0%	
3. Const. Inspector, Group 2		0	\$299.41	\$299.41	\$343.51	01/01/25	12/31/25	\$ 122.31	3%	
		0	\$308.40	\$308.40	\$343.51	01/01/26	12/31/26	\$ 125.98	3%	
4. Exempt	Prevailing Wage		\$317.65	\$317.65	\$343.51	01/01/27	12/31/27	\$ 129.76	3%	
5. Full Time	Night Shift		\$327.18	\$327.18	\$343.51	01/01/28	12/31/28	\$ 133.65	3%	
	NC-63-3-9-2022-1									
1. Richard Kaufman	FIELD		\$290.69	\$290.69	\$290.69	09/18/23	12/31/23	\$ 118.75	--	
2. Resident Engineer		0	\$290.69	\$290.69	\$290.69	01/01/04	12/31/24	\$ 118.75	--	
3. Const. Inspector, Group 2		0	\$299.41	\$299.41	\$299.41	01/01/05	12/31/25	\$ 122.31	3%	
4. Exempt	Non-Prevailing		\$308.40	\$308.40	\$308.40	01/01/06	12/31/26	\$ 125.98	3%	
5. Full Time	Wage Work		\$317.65	\$317.65	\$317.65	01/01/07	12/31/27	\$ 129.76	3%	
			\$327.18	\$327.18	\$327.18	01/01/08	12/31/28	\$ 133.65	3%	

1. Roland Bod	FIELD	\$213.11	\$235.16	\$275.04	09/18/23	06/30/24	\$ 79.77	--
2. Inspector		0 \$220.46	\$235.16	\$275.04	07/01/24	12/31/24	\$ 79.77	0%
3. Const. Inspector, Group 2		0 \$220.46	\$242.21	\$283.29	01/01/25	12/31/25	\$ 82.16	3%
	0	0 \$220.46	\$249.48	\$291.79	01/01/26	12/31/26	\$ 84.63	3%
4. Non-Exempt	Prevailing Wage	\$220.46	\$256.96	\$300.55	01/01/27	12/31/27	\$ 87.17	3%
5. Full Time	Day Shift	\$220.46	\$264.67	\$309.56	01/01/28	12/31/28	\$ 89.78	3%
	NC-63-3-9-2022-1							
1. Roland Bod	FIELD	\$230.86	\$250.25	\$275.04	09/18/23	06/30/24	\$ 79.77	--
2. Inspector		0 \$238.21	\$259.79	\$281.38	07/01/24	12/31/24	\$ 79.77	0%
3. Const. Inspector, Group 2		0 \$238.21	\$258.06	\$283.29	01/01/25	12/31/25	\$ 82.16	3%
	0	0 \$238.21	\$256.28	\$291.79	01/01/26	12/31/26	\$ 84.63	3%
4. Non-Exempt	Prevailing Wage	\$238.21	\$256.96	\$300.55	01/01/27	12/31/27	\$ 87.17	3%
5. Full Time	Night Shift	\$238.21	\$264.67	\$309.56	01/01/28	12/31/28	\$ 89.78	3%
	NC-63-3-9-2022-1							
1. Roland Bod	FIELD	\$195.27	\$235.16	\$275.04	09/18/23	12/31/23	\$ 79.77	--
2. Inspector		0 \$195.27	\$235.16	\$275.04	01/01/09	12/31/24	\$ 79.77	--
3. Const. Inspector, Group 2		0 \$201.13	\$242.21	\$283.29	01/01/10	12/31/25	\$ 82.16	3%
4. Non-Exempt	Non-Prevailing	\$207.16	\$249.48	\$291.79	01/01/11	12/31/26	\$ 84.63	3%
5. Full Time	Wage Work	\$213.38	\$256.96	\$300.55	01/01/12	12/31/27	\$ 87.17	3%
		\$219.78	\$264.67	\$309.56	01/01/13	12/31/28	\$ 89.78	3%
1. Saynyonoh Durst	FIELD	\$179.38	\$248.25	\$317.12	09/18/23	06/30/24	\$ 72.45	--
2. Office Engineer		0 \$186.72	\$257.79	\$328.87	07/01/24	12/31/24	\$ 72.45	0%
3. Const. Inspector, Group 2		0 \$186.72	\$257.79	\$328.87	01/01/25	12/31/25	\$ 74.62	3%
	0	0 \$188.15	\$257.79	\$328.87	01/01/26	12/31/26	\$ 76.86	3%
4. Exempt	Prevailing Wage	\$193.80	\$257.79	\$328.87	01/01/27	12/31/27	\$ 79.17	3%
5. Full Time	Day Shift	\$199.61	\$257.79	\$328.87	01/01/28	12/31/28	\$ 81.54	3%
	NC-63-3-9-2022-1							
1. Saynyonoh Durst	FIELD	\$197.12	\$274.26	\$351.39	09/18/23	06/30/24	\$ 72.45	--
2. Office Engineer		0 \$204.47	\$283.80	\$363.14	07/01/24	12/31/24	\$ 72.45	0%
3. Const. Inspector, Group 2		0 \$204.47	\$283.80	\$363.14	01/01/25	12/31/25	\$ 74.62	3%
	0	0 \$204.47	\$283.80	\$363.14	01/01/26	12/31/26	\$ 76.86	3%
4. Exempt	Prevailing Wage	\$204.47	\$283.80	\$363.14	01/01/27	12/31/27	\$ 79.17	3%
5. Full Time	Night Shift	\$204.47	\$283.80	\$363.14	01/01/28	12/31/28	\$ 81.54	3%
	NC-63-3-9-2022-1							
1. Saynyonoh Durst	FIELD	\$177.35	\$177.35	\$177.35	09/18/23	12/31/23	\$ 72.45	--
2. Office Engineer		0 \$177.35	\$177.35	\$177.35	01/01/14	12/31/24	\$ 72.45	--
3. Const. Inspector, Group 2		0 \$182.67	\$182.67	\$182.67	01/01/15	12/31/25	\$ 74.62	3%
4. Exempt	Non-Prevailing	\$188.15	\$188.15	\$188.15	01/01/16	12/31/26	\$ 76.86	3%
5. Full Time	Wage Work	\$193.80	\$193.80	\$193.80	01/01/17	12/31/27	\$ 79.17	3%
		\$199.61	\$199.61	\$199.61	01/01/18	12/31/28	\$ 81.54	3%

1. Scott Buckley	FIELD		\$251.65	\$251.65	\$303.46	09/18/23	06/30/24	\$ 102.80	--
2. Resident Engineer		0	\$251.65	\$251.65	\$315.21	07/01/24	12/31/24	\$ 102.80	0%
3. Const. Inspector, Group 2		0	\$259.20	\$259.20	\$315.21	01/01/25	12/31/25	\$ 105.88	3%
		0	\$266.97	\$266.97	\$315.21	01/01/26	12/31/26	\$ 109.06	3%
4. Exempt	Prevailing Wage		\$274.98	\$274.98	\$315.21	01/01/27	12/31/27	\$ 112.33	3%
5. Full Time	Day Shift		\$283.23	\$283.23	\$315.21	01/01/28	12/31/28	\$ 115.70	3%
	NC-63-3-9-2022-1								
1. Scott Buckley	FIELD		\$251.65	\$260.59	\$337.73	09/18/23	06/30/24	\$ 102.80	--
2. Resident Engineer		0	\$251.65	\$270.14	\$349.48	07/01/24	12/31/24	\$ 102.80	0%
3. Const. Inspector, Group 2		0	\$259.20	\$270.14	\$349.48	01/01/25	12/31/25	\$ 105.88	3%
		0	\$266.97	\$270.14	\$349.48	01/01/26	12/31/26	\$ 109.06	3%
4. Exempt	Prevailing Wage		\$274.98	\$274.98	\$349.48	01/01/27	12/31/27	\$ 112.33	3%
5. Full Time	Night Shift		\$283.23	\$283.23	\$349.48	01/01/28	12/31/28	\$ 115.70	3%
	NC-63-3-9-2022-1								
1. Scott Buckley	FIELD		\$251.65	\$251.65	\$251.65	09/18/23	12/31/23	\$ 102.80	--
2. Resident Engineer		0	\$251.65	\$251.65	\$251.65	01/01/19	12/31/24	\$ 102.80	--
3. Const. Inspector, Group 2		0	\$259.20	\$259.20	\$259.20	01/01/20	12/31/25	\$ 105.88	3%
4. Exempt	Non-Prevailing		\$266.97	\$266.97	\$266.97	01/01/21	12/31/26	\$ 109.06	3%
5. Full Time	Wage Work		\$274.98	\$274.98	\$274.98	01/01/22	12/31/27	\$ 112.33	3%
			\$283.23	\$283.23	\$283.23	01/01/23	12/31/28	\$ 115.70	3%
1. Sherril Berexa	FIELD		\$232.55	\$244.49	\$313.36	09/18/23	06/30/24	\$ 95.00	--
2. Resident Engineer		0	\$232.55	\$254.03	\$325.11	07/01/24	12/31/24	\$ 95.00	0%
3. Const. Inspector, Group 2		0	\$239.53	\$254.03	\$325.11	01/01/25	12/31/25	\$ 97.85	3%
		0	\$246.72	\$254.03	\$325.11	01/01/26	12/31/26	\$ 100.79	3%
4. Exempt	Prevailing Wage		\$254.12	\$254.12	\$325.11	01/01/27	12/31/27	\$ 103.81	3%
5. Full Time	Day Shift		\$261.74	\$261.74	\$325.11	01/01/28	12/31/28	\$ 106.92	3%
	NC-63-3-9-2022-1								
1. Sherril Berexa	FIELD		\$232.55	\$270.50	\$347.63	09/18/23	06/30/24	\$ 95.00	--
2. Resident Engineer		0	\$232.55	\$280.04	\$359.38	07/01/24	12/31/24	\$ 95.00	0%
3. Const. Inspector, Group 2		0	\$239.53	\$280.04	\$359.38	01/01/25	12/31/25	\$ 97.85	3%
		0	\$246.72	\$280.04	\$359.38	01/01/26	12/31/26	\$ 100.79	3%
4. Exempt	Prevailing Wage		\$254.12	\$280.04	\$359.38	01/01/27	12/31/27	\$ 103.81	3%
5. Full Time	Night Shift		\$261.74	\$280.04	\$359.38	01/01/28	12/31/28	\$ 106.92	3%
	NC-63-3-9-2022-1								
1. Sherril Berexa	FIELD		\$232.55	\$232.55	\$232.55	09/18/23	12/31/23	\$ 95.00	--
2. Resident Engineer		0	\$232.55	\$232.55	\$232.55	01/01/24	12/31/24	\$ 95.00	--
3. Const. Inspector, Group 2		0	\$239.53	\$239.53	\$239.53	01/01/25	12/31/25	\$ 97.85	3%
4. Exempt	Non-Prevailing		\$246.72	\$246.72	\$246.72	01/01/26	12/31/26	\$ 100.79	3%
5. Full Time	Wage Work		\$254.12	\$254.12	\$254.12	01/01/27	12/31/27	\$ 103.81	3%
			\$261.74	\$261.74	\$261.74	01/01/28	12/31/28	\$ 106.92	3%

1. Stacy Barbadillo	FIELD		\$181.08	\$201.54	\$230.60	09/18/23	06/30/24	\$ 66.88	--	
2. Inspector		0	\$188.43	\$211.08	\$233.74	07/01/24	12/31/24	\$ 66.88	0%	
3. Const. Inspector, Group 2		0	\$188.43	\$209.63	\$237.52	01/01/25	12/31/25	\$ 68.89	3%	
		0	\$188.43	\$209.17	\$244.64	01/01/26	12/31/26	\$ 70.95	3%	
4. Non-Exempt	Prevailing Wage		\$188.43	\$215.44	\$251.98	01/01/27	12/31/27	\$ 73.08	3%	
5. Full Time	Day Shift		\$188.43	\$221.90	\$259.54	01/01/28	12/31/28	\$ 75.27	3%	
	NC-63-3-9-2022-1									
1. Stacy Barbadillo	FIELD		\$198.83	\$227.55	\$256.26	09/18/23	06/30/24	\$ 66.88	--	
2. Inspector		0	\$206.18	\$237.09	\$268.01	07/01/24	12/31/24	\$ 66.88	0%	
3. Const. Inspector, Group 2		0	\$206.18	\$235.64	\$265.11	01/01/25	12/31/25	\$ 68.89	3%	
		0	\$206.18	\$234.15	\$262.12	01/01/26	12/31/26	\$ 70.95	3%	
4. Non-Exempt	Prevailing Wage		\$206.18	\$232.60	\$259.03	01/01/27	12/31/27	\$ 73.08	3%	
5. Full Time	Night Shift		\$206.18	\$231.02	\$259.54	01/01/28	12/31/28	\$ 75.27	3%	
	NC-63-3-9-2022-1									
1. Stacy Barbadillo	FIELD		\$163.72	\$197.16	\$230.60	09/18/23	12/31/23	\$ 66.88	--	
2. Inspector		0	\$163.72	\$197.16	\$230.60	01/01/29	12/31/24	\$ 66.88	--	
3. Const. Inspector, Group 2		0	\$168.63	\$203.07	\$237.52	01/01/30	12/31/25	\$ 68.89	3%	
4. Non-Exempt	Non-Prevailing		\$173.69	\$209.17	\$244.64	01/01/31	12/31/26	\$ 70.95	3%	
5. Full Time	Wage Work		\$178.90	\$215.44	\$251.98	01/01/32	12/31/27	\$ 73.08	3%	
			\$184.27	\$221.90	\$259.54	01/01/33	12/31/28	\$ 75.27	3%	
1. Wanda Oliver	FIELD		\$190.91	\$211.59	\$232.26	09/18/23	06/30/24	\$ 66.57	--	
2. Office Engineer		0	\$198.25	\$221.13	\$244.01	07/01/24	12/31/24	\$ 66.57	0%	
3. Const. Inspector, Group 2		0	\$198.25	\$219.69	\$241.12	01/01/25	12/31/25	\$ 68.57	3%	
		0	\$198.25	\$218.20	\$243.51	01/01/26	12/31/26	\$ 70.62	3%	
4. Non-Exempt	Prevailing Wage		\$198.25	\$216.66	\$250.81	01/01/27	12/31/27	\$ 72.74	3%	
5. Full Time	Day Shift		\$198.25	\$220.87	\$258.34	01/01/28	12/31/28	\$ 74.93	3%	
	NC-63-3-9-2022-1									
1. Wanda Oliver	FIELD		\$208.66	\$237.59	\$266.53	09/18/23	06/30/24	\$ 66.57	--	
2. Office Engineer		0	\$216.00	\$247.14	\$278.28	07/01/24	12/31/24	\$ 66.57	0%	
3. Const. Inspector, Group 2		0	\$216.00	\$245.70	\$275.39	01/01/25	12/31/25	\$ 68.57	3%	
		0	\$216.00	\$244.21	\$272.41	01/01/26	12/31/26	\$ 70.62	3%	
4. Non-Exempt	Prevailing Wage		\$216.00	\$242.67	\$269.35	01/01/27	12/31/27	\$ 72.74	3%	
5. Full Time	Night Shift		\$216.00	\$241.09	\$266.19	01/01/28	12/31/28	\$ 74.93	3%	
	NC-63-3-9-2022-1									
1. Wanda Oliver	FIELD		\$162.96	\$196.24	\$229.53	09/18/23	12/31/23	\$ 66.57	--	
2. Office Engineer		0	\$162.96	\$196.24	\$229.53	01/01/34	12/31/24	\$ 66.57	--	
3. Const. Inspector, Group 2		0	\$167.85	\$202.13	\$236.42	01/01/35	12/31/25	\$ 68.57	3%	
4. Non-Exempt	Non-Prevailing		\$172.88	\$208.20	\$243.51	01/01/36	12/31/26	\$ 70.62	3%	
5. Full Time	Wage Work		\$178.07	\$214.44	\$250.81	01/01/37	12/31/27	\$ 72.74	3%	
			\$183.41	\$220.87	\$258.34	01/01/38	12/31/28	\$ 74.93	3%	

1. Warren Collins	FIELD		\$203.18	\$244.68	\$286.18	09/18/23	06/30/24	\$ 83.00	--	
2. Office Engineer/Inspector		0	\$203.18	\$244.68	\$286.18	07/01/24	12/31/24	\$ 83.00	0%	
3. Const. Inspector, Group 2		0	\$209.27	\$252.02	\$294.76	01/01/25	12/31/25	\$ 85.49	3%	
		0	\$215.55	\$259.58	\$303.61	01/01/26	12/31/26	\$ 88.05	3%	
4. Non-Exempt	Prevailing Wage		\$222.02	\$267.37	\$312.72	01/01/27	12/31/27	\$ 90.70	3%	
5. Full Time	Day Shift		\$228.68	\$275.39	\$322.10	01/01/28	12/31/28	\$ 93.42	3%	
	NC-63-3-9-2022-1									
1. Warren Collins	FIELD		\$203.18	\$244.68	\$286.18	09/18/23	06/30/24	\$ 83.00	--	
2. Office Engineer/Inspector		0	\$204.31	\$244.68	\$286.18	07/01/24	12/31/24	\$ 83.00	0%	
3. Const. Inspector, Group 2		0	\$209.27	\$252.02	\$294.76	01/01/25	12/31/25	\$ 85.49	3%	
		0	\$215.55	\$259.58	\$303.61	01/01/26	12/31/26	\$ 88.05	3%	
4. Non-Exempt	Prevailing Wage		\$222.02	\$267.37	\$312.72	01/01/27	12/31/27	\$ 90.70	3%	
5. Full Time	Night Shift		\$228.68	\$275.39	\$322.10	01/01/28	12/31/28	\$ 93.42	3%	
	NC-63-3-9-2022-1									
1. Warren Collins	FIELD		\$203.18	\$244.68	\$286.18	09/18/23	12/31/23	\$ 83.00	--	
2. Office Engineer/Inspector		0	\$203.18	\$244.68	\$286.18	01/01/39	12/31/24	\$ 83.00	--	
3. Const. Inspector, Group 2		0	\$209.27	\$252.02	\$294.76	01/01/40	12/31/25	\$ 85.49	3%	
4. Non-Exempt	Non-Prevailing		\$215.55	\$259.58	\$303.61	01/01/41	12/31/26	\$ 88.05	3%	
5. Full Time	Wage Work		\$222.02	\$267.37	\$312.72	01/01/42	12/31/27	\$ 90.70	3%	
			\$228.68	\$275.39	\$322.10	01/01/43	12/31/28	\$ 93.42	3%	

Consultant

Ghirardelli Associates

Prime Consultant

x Subconsultant

Project No.

REQUEST FOR QUALIFICATIONS  
FOR ON CALL CONSTRUCTION  
MANAGEMENT SERVICES -  
SOLICITATION NO. CV-PS-23-001

Contract No.

Date

9/18/2023

**SCHEDULE OF OTHER DIRECT COST ITEMS**

Description of Item	Quantity	Unit	Unit Cost	Total
External Printing and Reproduction		I	Actual (note 3)	
Color Copy		I	Actual (note 3)	
Postage/Delivery/Overnight		I	Actual (note 3)	
Personal Vehicle		Mile	Note 3	
Rental Vehicle, Gas		Day	Note 3	
Tolls, Parking		Each	Note 3	
Per Diem		Day	Note 3	
Cell Phones			N/C	
Office Computers			N/C	
Other Misc. Field costs (as approved)				
Subconsultant:				

- List other direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentation.
- Proposed ODC items should be consistently billed regardless of client and contract type.
- Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
- Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
- Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.
- Travel related costs should be pre-approved by the contracting agency and shall not exceed current State Department of Personnel Administration rules.
- If mileage is claimed, the rate should be properly supported by the consultant's calculation of their actual costs for company vehicles. In addition, the miles claimed should be supported by mileage logs.
- If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is its standard procedure for all of their contracts and that they do not own any vehicles that could be used for the same purpose.
- The cost proposal format shall not be amended. All costs must comply with the Federal cost principles.
- Add additional pages if necessary.
- Subconsultants must provide their own cost proposals.

Consultant 3Vi, Inc. Prime Consultant Subconsultant   2<sup>nd</sup> Tier Subconsultant  
 Solicitation CV-PS-23-001 Solicitation Title On-Call Construction Management Services Date 3/4/2024

For Combined Rate	Fringe Benefit % + General & Administrative %	=	127.78% Combined ICR%
OR			
For Home Office Rate	Fringe Benefit % + General & Administrative %	=	127.78 Home Office ICR%
For Field Office Rate	Fringe Benefit % + General & Administrative %	=	127.78 Field Office ICR%
		Fee	= 10%

BILLING INFORMATION				CALCULATION INFORMATION					
Name/Job Title/Classification <sup>1</sup>		Hourly Billing Rate <sup>2</sup>			Effective date of hourly rate		Actual or Avg	% or \$	Hourly range - for
		Straight	OT(1.5x)	OT(2x)	From	To	Hourly Rate <sup>3</sup>	increase	classifications only
Name	Zara Younessi *	\$ 284.53			1/1/2024	12/31/2024	\$ 113.56		Not Applicable
Title	Resident Engineer	\$ 298.76			1/1/2025	12/31/2025	\$ 119.24	3.00%	
		\$ 313.70			1/1/2026	12/31/2026	\$ 125.20	3.00%	
		\$ 329.38			1/1/2027	12/31/2027	\$ 131.46	3.00%	
Classification		\$ 345.85			1/1/2028	12/31/2028	\$ 138.03	3.00%	
Name	Kay Ayeni	\$ 270.98			1/1/2024	12/31/2024	\$ 108.15		Not Applicable
Title	Resident Engineer	\$ 276.24			1/1/2025	12/31/2025	\$ 110.25	3.00%	
		\$ 290.05			1/1/2026	12/31/2026	\$ 115.76	3.00%	
		\$ 304.55			1/1/2027	12/31/2027	\$ 121.55	3.00%	
Classification	Resident Engineer	\$ 319.78			1/1/2028	12/31/2028	\$ 127.63	3.00%	
Name	Hussain Ameer **	\$ 110.43			1/1/2024	12/31/2024	\$ 44.07		Not Applicable
Title	Electrical Inspector/ Office Engineer	\$ 115.95			1/1/2025	12/31/2025	\$ 46.28	3.00%	
		\$ 121.75			1/1/2026	12/31/2026	\$ 48.59	3.00%	
		\$ 127.84			1/1/2027	12/31/2027	\$ 51.02	3.00%	
Classification	Inspector/ Office Engineer	\$ 134.23			1/1/2028	12/31/2028	\$ 53.57	3.00%	
Name	Mike Malone **	\$ 252.56			1/1/2024	12/31/2024	\$ 100.80		Not Applicable
Title	Sr. Electrical Inspector	\$ 265.19			1/1/2025	12/31/2025	\$ 105.84	3.00%	
		\$ 278.45			1/1/2026	12/31/2026	\$ 111.13	3.00%	
		\$ 292.37			1/1/2027	12/31/2027	\$ 116.69	3.00%	
Classification	Inspector	\$ 306.99			1/1/2028	12/31/2028	\$ 122.52	3.00%	
Name	TBD**	\$ 212.97	\$ 319.46	\$ 425.95	1/1/2024	12/31/2024	\$ 85.00		Not Applicable
Title	Train Control/Electrical Inspector	\$ 223.62	\$ 335.45	\$ 447.25	1/1/2025	12/31/2025	\$ 89.25	3.00%	
		\$ 234.80	\$ 352.21	\$ 469.61	1/1/2026	12/31/2026	\$ 93.71	3.00%	
		\$ 246.54	\$ 369.82	\$ 493.09	1/1/2027	12/31/2027	\$ 98.40	3.00%	
Classification	Inspector	\$ 258.87	\$ 388.31	\$ 517.74	1/1/2028	12/31/2028	\$ 103.32	3.00%	
Name	TBD**	\$ 187.92	\$ 281.88	\$ 375.84	1/1/2024	12/31/2024	\$ 75.00		Not Applicable
Title	Train Control/Electrical Inspector	\$ 197.31	\$ 295.97	\$ 394.63	1/1/2025	12/31/2025	\$ 78.75	3.00%	
		\$ 207.18	\$ 310.77	\$ 414.36	1/1/2026	12/31/2026	\$ 82.69	3.00%	
		\$ 217.54	\$ 326.31	\$ 435.08	1/1/2027	12/31/2027	\$ 86.82	3.00%	
Classification	Inspector	\$ 228.42	\$ 342.62	\$ 456.83	1/1/2028	12/31/2028	\$ 91.16	3.00%	
Name	TBD**	\$ 162.86	\$ 244.29	\$ 325.73	1/1/2024	12/31/2024	\$ 65.00		Not Applicable
Title	Train Control/Electrical Inspector	\$ 171.01	\$ 256.51	\$ 342.01	1/1/2025	12/31/2025	\$ 68.25	3.00%	
		\$ 179.56	\$ 269.33	\$ 359.11	1/1/2026	12/31/2026	\$ 71.66	3.00%	
		\$ 188.53	\$ 282.80	\$ 377.07	1/1/2027	12/31/2027	\$ 75.25	3.00%	
Classification	Inspector	\$ 197.96	\$ 296.94	\$ 395.92	1/1/2028	12/31/2028	\$ 79.01	3.00%	

NOTES

1. Key personnel must be marked with an asterisk (\*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (\*\*). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended.
3. Billing rate = actual hourly rate \* (1 + ICR) \* (1 + Fee). Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans. All costs must comply with the Federal cost principles for reimbursement.
4. For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.



Consultant Ghirardelli Associates Inc. Prime Consultant Subconsultant PSM Associates  2<sup>nd</sup> Tier Subconsultant

Solicitation CV-PS-23-001 Solicitation Title On-Call Construction Management Services Date 10-Oct-23

For Combined Rate	Fringe Benefit % + General & Administrative %	=	120.00% Combined ICR%
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OR

For Home Office Rate	Fringe Benefit % + General & Administrative %	=	0 Home Office ICR%
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For Field Office Rate	Fringe Benefit % + General & Administrative %	=	0 Field Office ICR%
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Fee	=	10%
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BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification <sup>1</sup>		Hourly Billing Rates <sup>2</sup>			Effective date of hourly rate		Actual or Avg. Hourly Rate <sup>3</sup>	% or \$ increase	Hourly range - for classifications only
		Straight	OT(1.5x)	OT(2x)	From	To			
Name	Peter Tzifas	\$ 254.10	\$381.15	\$508.20	1/1/2024	12/31/2024	\$ 105.00		Not Applicable
Title	Resident Engineer	\$ 261.72	\$392.58	\$523.45	1/1/2025	12/31/2025	\$ 108.15	3.00%	
		\$ 269.57	\$404.36	\$539.15	1/1/2026	12/31/2026	\$ 111.39	3.00%	
		\$ 277.66	\$416.49	\$555.32	1/1/2027	12/31/2027	\$ 114.74	3.00%	
Classification		\$ 285.99	\$428.99	\$571.98	1/1/2028	12/31/2028	\$ 118.18	3.00%	
Name	Nicole Tocchini	\$ 229.90	\$344.85	\$459.80	1/1/2024	12/31/2024	\$ 95.00		Not Applicable
Title	Resident Engineer	\$ 236.80	\$355.20	\$473.59	1/1/2025	12/31/2025	\$ 97.85	3.00%	
		\$ 243.90	\$365.85	\$487.80	1/1/2026	12/31/2026	\$ 100.79	3.00%	
		\$ 251.22	\$376.83	\$502.44	1/1/2027	12/31/2027	\$ 103.81	3.00%	
Classification		\$ 258.75	\$388.13	\$517.51	1/1/2028	12/31/2028	\$ 106.92	3.00%	
Name	Nicole Tocchini	\$ 217.80	\$326.70	\$435.60	1/1/2024	12/31/2024	\$ 90.00		Not Applicable
Title	Office Engineer	\$ 224.33	\$336.50	\$448.67	1/1/2025	12/31/2025	\$ 92.70	3.00%	
	Inspector	\$ 231.06	\$346.60	\$462.13	1/1/2026	12/31/2026	\$ 95.48	3.00%	
		\$ 238.00	\$356.99	\$475.99	1/1/2027	12/31/2027	\$ 98.35	3.00%	
Classification		\$ 245.14	\$367.70	\$490.27	1/1/2028	12/31/2028	\$ 101.30	3.00%	
Name	Nicole Tocchini **	\$ 205.70	\$308.55	\$411.40	1/1/2024	12/31/2024	\$ 85.00		Not Applicable
Title	Inspector	\$ 211.87	\$317.81	\$423.74	1/1/2025	12/31/2025	\$ 87.55	3.00%	
		\$ 218.23	\$327.34	\$436.45	1/1/2026	12/31/2026	\$ 90.18	3.00%	

BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification <sup>1</sup>	Hourly Billing Rates <sup>2</sup>			Effective date of hourly rate		Actual <b>or</b> Avg. Hourly Rate <sup>3</sup>	% or \$ increase	Hourly range - for classifications only
	Straight	OT(1.5x)	OT(2x)	From	To			
	\$ 224.77	\$337.16	\$449.55	1/1/2027	12/31/2027	\$ 92.88	3.00%	
Classification	\$ 231.52	\$347.28	\$463.03	1/1/2028	12/31/2028	\$ 95.67	3.00%	
Name	\$ -	\$0.00	\$0.00	1/1/2024	12/31/2024	\$ -		Not Applicable
Title	\$ -	\$0.00	\$0.00	1/1/2025	12/31/2025	\$ -	3.00%	
	\$ -	\$0.00	\$0.00	1/1/2026	12/31/2026	\$ -	3.00%	
	\$ -	\$0.00	\$0.00	1/1/2027	12/31/2027	\$ -	3.00%	
Classification	\$ -	\$0.00	\$0.00	1/1/2028	12/31/2028	\$ -	3.00%	
Name	\$ -	\$0.00	\$0.00	1/1/2024	12/31/2024	\$ -		Not Applicable
Title	\$ -	\$0.00	\$0.00	1/1/2025	12/31/2025	\$ -	3.00%	
	\$ -	\$0.00	\$0.00	1/1/2026	12/31/2026	\$ -	3.00%	
	\$ -	\$0.00	\$0.00	1/1/2027	12/31/2027	\$ -	3.00%	
Classification	\$ -	\$0.00	\$0.00	1/1/2028	12/31/2028	\$ -	3.00%	
Name	\$ -	\$0.00	\$0.00	1/1/2024	12/31/2024	\$ -		Not Applicable
Title	\$ -	\$0.00	\$0.00	1/1/2025	12/31/2025	\$ -	3.00%	
	\$ -	\$0.00	\$0.00	1/1/2026	12/31/2026	\$ -	3.00%	
	\$ -	\$0.00	\$0.00	1/1/2027	12/31/2027	\$ -	3.00%	
Classification	\$ -	\$0.00	\$0.00	1/1/2028	12/31/2028	\$ -	3.00%	

NOTES:

1. Key personnel must be marked with an asterisk (\*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (\*\*). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended.
3. Billing rate = actual hourly rate \* (1+ ICR) \* (1+ Fee). Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans. All costs must comply with the Federal cost principles for reimbursement.
4. For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.



Consultant System-Rail Prime Consultant  **Subconsultant**  Tier Subconsultant

Solicitation CV-PS-23-001 Solicitation Title On-Call Construction Management Services Date 10/10/2023

For Combined Rate	Fringe Benefit % + General & Administrative %	=	120.00% Combined ICR%
For Home Office Rate	Fringe Benefit % + General & Administrative %	=	120.00% Home Office ICR%
For Field Office Rate	Fringe Benefit % + General & Administrative %	=	120.00% Field Office ICR%
	Fee	=	10%

BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification <sup>1</sup>	Hourly Billing Rates <sup>2</sup>			Effective date of hourly rate		Actual or Avg. Hourly Rate <sup>3</sup>	% or \$ increase	Hourly range - for classifications only
	Straight	OT(1.5x)	OT(2x)	From	To			
Mario Gutierrez**	\$ 169.40	\$254.10	\$338.80	1/1/2024	12/31/2024	\$ 70.00		Not Applicable
Train Control Systems Inspector	\$ 174.48	\$261.72	\$348.96	1/1/2025	12/31/2025	\$ 72.10	3.00%	
	\$ 179.72	\$269.57	\$359.43	1/1/2026	12/31/2026	\$ 74.26	3.00%	
	\$ 185.11	\$277.66	\$370.22	1/1/2027	12/31/2027	\$ 76.49	3.00%	
Non-Exempt	\$ 190.66	\$285.99	\$381.32	1/1/2028	12/31/2028	\$ 78.79	3.00%	
Vladimir Shrayber**	\$ 169.40	\$254.10	\$338.80	1/1/2024	12/31/2024	\$ 70.00		Not Applicable
Train Control Systems Inspector	\$ 174.48	\$261.72	\$348.96	1/1/2025	12/31/2025	\$ 72.10	3.00%	
	\$ 179.72	\$269.57	\$359.43	1/1/2026	12/31/2026	\$ 74.26	3.00%	
	\$ 185.11	\$277.66	\$370.22	1/1/2027	12/31/2027	\$ 76.49	3.00%	
Exempt	\$ 190.66	\$285.99	\$381.32	1/1/2028	12/31/2028	\$ 78.79	3.00%	
Graham Hantz**	\$ 169.40	\$254.10	\$338.80	1/1/2024	12/31/2024	\$ 70.00		Not Applicable
Train Control Systems Inspector	\$ 174.48	\$261.72	\$348.96	1/1/2025	12/31/2025	\$ 72.10	3.00%	
	\$ 179.72	\$269.57	\$359.43	1/1/2026	12/31/2026	\$ 74.26	3.00%	
	\$ 185.11	\$277.66	\$370.22	1/1/2027	12/31/2027	\$ 76.49	3.00%	
Non-Exempt	\$ 190.66	\$285.99	\$381.32	1/1/2028	12/31/2028	\$ 78.79	3.00%	
Hares Rahimzei**	\$ 125.84	\$188.76	\$251.68	1/1/2024	12/31/2024	\$ 52.00		Not Applicable
Train Control Systems Inspector	\$ 129.62	\$194.42	\$259.23	1/1/2025	12/31/2025	\$ 53.56	3.00%	
	\$ 133.50	\$200.26	\$267.01	1/1/2026	12/31/2026	\$ 55.17	3.00%	
	\$ 137.51	\$206.26	\$275.02	1/1/2027	12/31/2027	\$ 56.82	3.00%	
Exempt	\$ 141.63	\$212.45	\$283.27	1/1/2028	12/31/2028	\$ 58.53	3.00%	

BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification <sup>1</sup>	Hourly Billing Rates <sup>2</sup>			Effective date of hourly rate		Actual or Avg. Hourly Rate <sup>3</sup>	% or \$ increase	Hourly range - for classifications only
	Straight	OT(1.5x)	OT(2x)	From	To			
Mustafa Hosseini**	\$ 181.50	\$272.25	\$363.00	1/1/2024	12/31/2024	\$ 75.00		Not Applicable
Train Control Systems Inspector	\$ 186.95	\$280.42	\$373.89	1/1/2025	12/31/2025	\$ 77.25	3.00%	
	\$ 192.55	\$288.83	\$385.11	1/1/2026	12/31/2026	\$ 79.57	3.00%	
	\$ 198.33	\$297.49	\$396.66	1/1/2027	12/31/2027	\$ 81.95	3.00%	
Exempt	\$ 204.28	\$306.42	\$408.56	1/1/2028	12/31/2028	\$ 84.41	3.00%	
Name	\$ -	\$0.00	\$0.00	1/1/2024	12/31/2024	\$ -		Not Applicable
Title	\$ -	\$0.00	\$0.00	1/1/2025	12/31/2025	\$ -	3.00%	
	\$ -	\$0.00	\$0.00	1/1/2026	12/31/2026	\$ -	3.00%	
	\$ -	\$0.00	\$0.00	1/1/2027	12/31/2027	\$ -	3.00%	
Classification	\$ -	\$0.00	\$0.00	1/1/2028	12/31/2028	\$ -	3.00%	
Name	\$ -	\$0.00	\$0.00	1/1/2024	12/31/2024	\$ -		Not Applicable
Title	\$ -	\$0.00	\$0.00	1/1/2025	12/31/2025	\$ -	3.00%	
	\$ -	\$0.00	\$0.00	1/1/2026	12/31/2026	\$ -	3.00%	
	\$ -	\$0.00	\$0.00	1/1/2027	12/31/2027	\$ -	3.00%	
Classification	\$ -	\$0.00	\$0.00	1/1/2028	12/31/2028	\$ -	3.00%	

NOTES:

1. Key personnel must be marked with an asterisk (\*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (\*\*). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended.
3. Billing rate = actual hourly rate \* (1 + ICR) \* (1 + Fee). Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans. All costs must comply with the Federal cost principles for reimbursement.
4. For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.



**EXHIBIT C  
FTA & DOT REQUIREMENTS**

**UNITED STATES DEPARTMENT OF TRANSPORTATION (DOT),  
FEDERAL TRANSIT ADMINISTRATION (FTA),  
FEDERAL RAILROAD ADMINISTRATION (FRA) AND  
CALIFORNIA DEPARTMENT OF TRANSPORTATION REQUIREMENTS**

**1. General.**

In performance of its obligations pursuant to this Agreement [Hereinafter “Agreement”], the Contractor, Seller, or Consultant [Hereinafter “Contractor”] agrees to comply with all applicable provisions of federal, state and local law, regulations, FTA and FRA directives. The terms of the most recent amendment to any federal, state or local laws, regulations, FTA or FRA directives, and amendments to the grant or cooperative agreement providing funding for this Agreement that may be subsequently adopted, are applicable to the Agreement to the maximum extent feasible, unless the FTA or FRA provides otherwise in writing. The Federal or State regulations set forth in this Agreement to be observed in the performance of the Agreement are subject to change, and such changed requirements will apply to this Agreement as required. Contractor shall include in its subcontracts, and require its subcontractors of every tier to include in their respective subcontracts, provisions incorporating the requirements of this Attachment. Contractor’s failure to comply with these requirements shall constitute a material breach of this Agreement and may result in the withholding of progress payments to the Contractor, in addition to other remedies.

*It is the responsibility of the Contractor and its subcontractors to ensure that all clauses included in this Exhibit applicable to the work specified within the Agreement are adhered to by the Contractor and its subcontractors.*

**2. Access To Records and Reports.**

*Applicability: All Contracts*

Contractor shall comply with the following requirements:

(a) Record Retention. Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-Contracts, leases, subcontracts, arrangements, other third-party Contracts of any type, and supporting materials related to those records.

(b) Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. §200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

(c) Access to Records. The Contractor agrees to provide access to SMART, FTA, FRA, and its contractors to inspect and audit records and information related to

performance of this contract as reasonably may be required. Contractor shall also permit SMART, the Secretary of Transportation and the Comptroller General of the United States, or their authorized representatives, to inspect all project work, materials, payrolls, and other data, and to audit the books, records, and accounts of Contractor and its subcontractors pertaining to the Agreement. In accordance with 49 U.S.C. § 5325(g), Contractor shall require each subcontractor to permit SMART, the Secretary of Transportation and the Comptroller General of the United States, or their duly authorized representatives, to inspect all work, materials, payrolls, and other data and records involving that subcontractor agreement and to audit the books, records, and accounts involving that subcontractor agreement as it affects the Agreement.

(d) Access to the Site of Performance. The Contractor agrees to permit FTA, FRA, and its contractors access to the sites of performance under this contract as reasonably may be required.

(e) State Audit, Inspection, Access to Records and Retention of Records Requirements. Contractor and its subcontractors shall establish and maintain an accounting system and records that properly accumulate and segregate incurred costs by line item for the project. Contractor and its subcontractors' accounting systems shall conform to generally accepted accounting principles (GAAP) and all records shall provide a breakdown of total costs charged to the project, including properly executed payrolls, time records, invoices and vouchers as well as all accounting generated reports. Contractor and its subcontractors shall permit representatives of the State and State Auditor to inspect, examine, make excerpts or transcribe Contractor and its subcontractors' work, documents, papers, materials, payrolls, books, records, accounts, any and all data relevant to this Agreement at any reasonable time and to audit and verify statements, invoices or bills submitted by Contractor and its subcontractors pursuant to this Agreement, and shall provide copies thereof upon request and shall provide such assistance as may be reasonably required in the course of such audit or inspection.

The State, its representatives and the State Auditor further reserve the right to examine, inspect, make copies, or excerpts of all work, documents, papers, materials, payrolls, books and accounts, and data pertaining to this Agreement and to inspect and re-examine said work, documents, papers, materials, payrolls, books, records, accounts and data during the life of the Agreement and for the three (3) year period following the final payment under this Agreement, and Contractor and its subcontractors shall in no event dispose of, destroy, alter or mutilate said work, documents, papers, materials, payrolls, books, records, accounts and data in any manner whatsoever for three (3) years after final payment under this Agreement and all pending matters are closed.

Any costs for which Contractors and its subcontractors have received payment that are determined by subsequent audit to be unallowable under the terms of this agreement may be required to be repaid to SMART by the Contractors and its subcontractors. Should Contractor and its subcontractors fail to reimburse money due SMART within 30 days of demand, or within such other period as may be agreed between the parties hereto, SMART is authorized to withhold future payments due Contractor and its subcontractors from any source.

The Contractor agrees that the Contract Cost Principles and Procedures at least as restrictive as 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31 *et seq.*, shall be used to determine the allowability of individual items of costs.

The Contractor agrees to comply with Federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

Any costs for which payments have been made to the Contractor, which are determined by subsequent audit to be unallowable under 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31 *et seq.*, or 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, are subject to repayment by Contractor to SMART.

Any subcontract entered into as a result of this Agreement shall contain all the provisions of this section.

### 3. **ADA Access**

*Applicability: All Construction, Architecture & Engineering, Operations Management, and Rolling Stock Contracts*

The contractor agrees to comply with the requirements of 49 U.S.C. § 5301 (d), which states that the elderly and persons with disabilities have the same right as other persons to use mass transportation service and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement that policy. The contractor also agrees to comply with all applicable requirements of Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 *et seq.*, which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.

### 4. **Buy America.**

*Applicability: All Rollingstock Purchases, Materials and Supplies Contracts, and Construction Contracts >\$150,000.*

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. part 661 and 2 CFR §200.322 Domestic preferences for procurements, which provide that Federal funds may not be obligated unless all 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. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C), 49 U.S.C. § 5323(u) and 49 C.F.R. § 661.11. Domestic preferences for procurements. The bidder or offeror must submit to SMART the appropriate Buy America certification. Bids or offers that are not accompanied by a completed Buy America certification will be rejected as nonresponsive.

Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

- 1) all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- 2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- 3) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project.

*Waivers:*

When necessary, recipients may apply for, and the Agency may grant, a waiver from these requirements. The Agency should notify the recipient for information on the process for requesting a waiver from these requirements.

- a) When the Federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:
  - 1) applying the domestic content procurement preference would be inconsistent with the public interest;
  - 2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
  - 3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in

America Office. There may be instances where an award qualifies, in whole or in part, for an existing waiver.

Definitions:

“Construction materials” includes an article, material, or supply—other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives<sup>46</sup>—that is or consists primarily of:

- Non-ferrous metals;
- Plastic and Polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- Glass (including optic glass);
- Lumber; or
- Drywall

“Domestic content procurement preference” means all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; or the construction materials used in the project are produced in the United States.

“Infrastructure” includes, at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property. Infrastructure includes facilities that generate, transport, and distribute energy.

“Project” means the construction, alteration, maintenance, or repair of infrastructure in the United States.

## 5. Lobbying

*Applicability: All Contracts > \$100,000*

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR Part 20, “New Restrictions on Lobbying”. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of a Federal agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier certifies to the tier above that it will not and has not taken any action involving the Project or the Underlying Agreement for the Project, including any award, extension, or modification. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to SMART.

## 6. Cargo Preference Requirements.

*Applicability: All Rolling Stock Purchases, Materials & Supplies, and Construction Contracts which require transportation by ocean vessels.*

The Contractor agrees to:

(a) to use privately owned United States flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying Agreement to the extent such vessels are available at fair and reasonable rates for United States flag commercial vessels;

(b) to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph, to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the Contractor in the case of a subcontractor's bill-of-lading); and

(c) to include these requirements in all subcontracts issued pursuant to this Agreement when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

## 7. Charter Service.

*Applicability: All Operations & Management Contracts*

The contractor agrees to comply with 49 U.S.C. 5323(d) and 49 C.F.R. part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except as permitted under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be "incidental", i.e., it must not interfere with or detract from the provision of mass transportation.

## 8. Civil Rights.

*Applicability: All Contracts*

The following Federal Civil Rights laws and regulations apply to the Agreement:

1. **Federal Equal Employment Opportunity (EEO) Requirements.** These include, but are not limited to:
  - a) Nondiscrimination in Federal Public Transportation Programs. 49 U.S.C. § 5332, covering projects, programs, and activities financed under 49 U.S.C. Chapter 53, prohibits discrimination on the basis of race, color, religion, national origin, sex (including sexual orientation and gender identity), disability, or age, and prohibits discrimination in employment or business opportunity.

- b) Prohibition against Employment Discrimination. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and Executive Order No. 11246, “Equal Employment Opportunity,” September 24, 1965, as amended, prohibit discrimination in employment on the basis of race, color, religion, sex, or national origin.
2. **Nondiscrimination on the Basis of Sex.** Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq. and implementing Federal regulations, “Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance,” 49 C.F.R. part 25 prohibit discrimination on the basis of sex.
3. **Nondiscrimination on the Basis of Age.** The “Age Discrimination Act of 1975,” as amended, 42 U.S.C. § 6101 et seq., and Department of Health and Human Services implementing regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance,” 45 C.F.R. part 90, prohibit discrimination by participants in federally assisted programs against individuals on the basis of age. The Age Discrimination in Employment Act (ADEA), 29 U.S.C. § 621 et seq., and Equal Employment Opportunity Commission (EEOC) implementing regulations, “Age Discrimination in Employment Act,” 29 C.F.R. part 1625, also prohibit employment discrimination against individuals age 40 and over on the basis of age.
4. **Federal Protections for Individuals with Disabilities.** The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. § 12101 et seq., prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Third party contractors must comply with their responsibilities under Titles I, II, III, IV, and V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.

### **Civil Rights and Equal Opportunity**

The Sonoma-Marín Area Rail Transit District is an Equal Opportunity Employer. As such, the Agency agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the Agency agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA or FRA to support procurements using exclusionary or discriminatory specifications. Under this Contract, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

1. **Nondiscrimination.** In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA and FRA may issue.
2. **Race, Color, Religion, National Origin, Sex.** In accordance with Title VII of the

Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA or FRA may issue.

3. **Age.** In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621- 634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any Implementing requirements FTA or FRA may issue.
4. **Disabilities.** In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA or FRA may issue.
5. **Promoting Free Speech and Religious Liberty.** The Contractor shall ensure that Federal funding is expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements: including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.

The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA or FRA.

## 9. Clean Air Act

*Applicability: All Contracts > \$150,000*

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401-7671(q) et seq. The Contractor agrees to report each violation to SMART, the FTA, the FRA, and the Regional Office of the Environmental Protection Agency.

The Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by the FTA or FRA.

## **10. Clean Water Act**

*Applicability: All Contracts > \$150,000*

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Water Act, as amended, 33 U.S.C. §§ 1251 - 1377 et seq.
- (2) The contractor agrees to report each violation to the SMART and understands and agrees that SMART will, in turn, report each violation as required to assure notification to the FTA and FRA, and the appropriate Environmental Protection Agency Regional Office in compliance with the notice of violating facility provisions in section 508 of the Clean Water Act, as amended, 33 U.S.C. 1368.
- (3) The Contractor agrees to protect underground sources of drinking water in compliance with the Safe Drinking Water Act of 1974, as amended, 42 U.S.C. 300f-300j-6.
- (4) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA or FRA.

## **11. Conformance with National ITS Architecture**

*Applicability: All ITS Contracts*

Intelligent Transportation Systems (ITS) property and services must comply with the National ITS Architecture and Standards to the extent required by 23 U.S.C Section 517(d) and FTA Notice, "FTA National ITS Architecture Policy on Transit Projects", 66FR 1455 et seq., January 8, 2001, and later published policies or implementing directives FTA may issue. Conformance with the National ITS Architecture is interpreted to mean the use of the National ITS Architecture to develop a regional ITS architecture in support of integration and the subsequent adherence of all ITS projects to that regional ITS architecture.

## **12. Contract Work Hours and Safety Standards Act.**

*Applicability: All Operations Management, Rolling Stock Purchases, and Construction Contracts >\$100,000.*

- a. Where applicable (see 40 U.S.C. § 3701 et seq), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or

laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II.

- b. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.
- c. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Compliance with the Contract Work Hours and Safety Standards Act.

- (1) Overtime requirements - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half (1.5) times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. SMART shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause

requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.”

### **13. Davis Bacon Act and Copeland Anti-Kickback Act**

*Applicability: All Construction Contracts > \$2,000*

The Davis-Bacon and Copeland Acts are codified at 40 USC 3141, et seq. and 18 USC 874. The Acts apply to SMART’s construction contracts and subcontracts that “at least partly are financed by a loan of grant from the Federal Government”. 40 USC 3145(a), 29 CFR 5.2(h), 49 CFR 18.36(i)(5). The Acts apply to any construction contract over \$2,000. Construction for purposes of the Acts, include “actual construction, alteration, and/or repair, including painting and decorating” as defined by 29 CFR 5.5(a).

Contractors and subcontractors at any contract tier agree to comply with the Davis-Bacon Act 40 USC 3141, et seq and implementing DOL regulations “Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction” 29 CFR Part 5.

In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

SMART has attached to the Agreement a copy of the current prevailing wage determination issued by the Department of Labor which must be adhered to by the Contractor and all subcontractors. Contractor shall report all suspected or reported violations to the SMART who will intern report all violations to the Federal awarding agency.

“Compliance with the Copeland “Anti-Kickback” Act.

- (1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- (2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FTA or FRA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- (3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

### **14. Debarment and Suspension**

*Applicability: All Contracts > \$25,000*

- (1) This contract is a covered transaction for purposes of 49 CFR Part 18. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) By signing the Agreement or accepting the Purchase Order, the Contractor certifies as follows:

The certification in this clause is a material representation of fact relied upon by the SMART. If it is later determined that the contractor knowingly rendered an erroneous certification, in addition to remedies available to SMART, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Contractor agrees to comply with the requirements of 2 CFR 180 throughout the period of this contract.

## 15. Disadvantaged Business Enterprise (DBE)

*Applicability: All Contracts*

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as SMART deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

The Contractor shall report its DBE participation obtained through race-neutral means through the period of performance with all invoices submitted.

The contractor must promptly notify SMART whenever a DBE subcontractor performing work related to this Agreement is terminated or fails to complete its work and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written approval of SMART. In this situation, the prime contractor shall provide copies of new or amended subcontracts, or documentation of good faith efforts. If the contractor fails or refuses to comply in the time period specified, SMART will issue an order stopping all or part of payment/ work until satisfactory action has been taken. If the contractor still fails to comply, SMART may issue a termination for default proceeding.

It is the policy of SMART and the United States Department of Transportation (“DOT”)

that Disadvantaged Business Enterprises (“DBE’s”), as defined herein and in the Federal regulations published at 49 C.F.R. part 26, shall have an equal opportunity to participate in DOT-assisted contracts.

#### **16. DHS Seal, Logo, and Flags.**

*Applicability: All Contracts*

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FTA or FRA pre-approval.

#### **17. Energy Conservation.**

*Applicability: All Contracts*

The Consultant agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act. The consultant agrees to perform an energy assessment for any building constructed, reconstructed, or modified with FTA funds required under FTA regulations, “Requirements for Energy Assessments,” 49 CFR part 622, subpart C.

#### **18. Federal Changes.**

*Applicability: All Contracts*

Contractor shall at all times comply with all applicable FTA and FRA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the Sonoma-Marin Area Rail Transit District and FTA and FRA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

#### **19. Fly America.**

*Applicability: All Contracts*

The Contractor agrees to comply with 49 U.S.C. 40118 (the “Fly America” Act) in accordance with the General Services Administration’s regulations at 41 CFR Part 301-10.131 – 301-10.143, which provide that recipients and sub-recipients of Federal funds and their consultants are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

#### **20. Incorporation of Federal Transit Administration (FTA) Terms.**

*Applicability: All Contracts*

Incorporation of Federal Transit Administration (FTA) Terms - The provisions within include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in the current FTA Circular 4220 are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any request which would cause a violation of the FTA terms and conditions.

## **21. No Obligation by the Federal Government.**

*Applicability: All Contracts*

The Sonoma-Marín Area Rail Transit District (SMART) and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Agency, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA or FRA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

## **22. Notice of Legal Matters.**

*Applicability: All Contracts > \$25,000*

If a current or prospective legal matter that may affect the Federal Government emerges, the Contractor must promptly notify the FTA and FRA Chief Counsel and FTA Regional Counsel for the Region in which the SMART is located. The Contractor must include a similar notification requirement in its subagreements at every tier, for any agreement that is a “covered transaction” according to 2 C.F.R. §§ 180.220 and 1200.220.

- (1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.
- (2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government’s interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government’s administration or enforcement of federal laws, regulations, and requirements.
- (3) Additional Notice to the U.S. DOT Inspector General. The Recipient must

promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA or FRA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third-Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient.

### **23. Patent Rights and Rights in Data and Copyrights Requirements.**

*Applicability: All Research Project Contracts*

#### Intellectual Property Rights

This Project is funded through a Federal award with FTA or FRA for experimental, developmental, or research work purposes. As such, certain Patent Rights and Data Rights apply to all subject data first produced in the performance of this Contract. The Contractor shall grant the Sonoma-Marín Area Rail Transit District intellectual property access and licenses deemed necessary for the work performed under this Contract and in accordance with the requirements of 37 C.F.R. part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by FTA, FRA, or U.S. DOT.

The terms of an intellectual property agreement and software license rights will be finalized prior to execution of this Contract and shall, at a minimum, include the following restrictions:

Except for its own internal use, the Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of FTA or FRA, until such time as FTA may have either released or approved the release of such data to the public. This restriction on publication, however, does not apply to any contract with an academic institution.

For purposes of this Contract, the term “subject data” means recorded information whether or not copyrighted, and that is delivered or specified to be delivered as required by the Contract. Examples of “subject data” include, but are not limited to computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information, but do not include financial reports, cost analyses, or other similar information used for performance or administration of the Contract.

1. The Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for "Federal Government Purposes," any subject data or copyright described below. For "Federal Government Purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.
  - a. Any subject data developed under the Contract, whether or not a copyright has been obtained; and
  - b. Any rights of copyright purchased by the Contractor using Federal assistance in whole or in part by the FTA.
2. Unless FTA determines otherwise, the Contractor performing experimental, developmental, or research work required as part of this Contract agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of the Contract, or a copy of the subject data first produced under the Contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of this Contract, is not completed for any reason whatsoever, all data developed under the Contract shall become subject data as defined herein and shall be delivered as the Federal Government may direct.
3. Unless prohibited by state law, upon request by the Federal Government, the Contractor agrees to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. The Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.
4. Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.
5. Data developed by the Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying Contract is exempt from the requirements herein, provided that the Contractor identifies those data in writing at the time of delivery of the Contract work.
6. The Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

## 24. Pre-Award and Post Delivery Audits Requirements.

*Applicability: All Rolling Stock/Turnkey Acquisition Contracts*

A Buy America certification under this part shall be issued in addition to any certification which may be required by 49 CFR Part 661. Nothing in this part precludes the FTA from conducting a Buy America investigation under part 661 of this title “Pre-Award and Post-Delivery Audit Requirements”.

The Contractor agrees to comply with “Buy America Requirements-Surface Transportation Assistance Act of 1982, as amended by 49 CFR 661.12, but has been modified to include FTA’s Buy America requirements codified at 49 U.S.C. A 5323(j).

Pre-Award and Post-Delivery Audit Requirements – The Contractor agrees to comply with 49 U.S.C. 5323(I) and FTA’s implementing regulation at 49 CFR Part 663 and to submit the following certifications:

- 1) Buy America Requirements: The Contractor shall complete and submit a declaration certifying either compliance or noncompliance with Buy America. If the firm certifies compliance with Buy America, it shall submit documentation which lists 1) component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; 2) the location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.
- 2) Solicitation Specification Requirements: The Contractor shall submit evidence that it will be capable of meeting the solicitation specifications.
- 3) Federal Motor Vehicle Safety Standards (FMVSS): The Contractor shall submit a) manufacturer’s FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or b) manufacturer’s certified statement that the contracted buses will not be subject to FMVSS regulations.

## 25. Recycled Products.

*Applicability: All Contracts > \$10,000*

The Contractor agrees to comply with all the requirements of Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247. The Contractor agrees to comply with the U.S. Environmental Protection Agency (US EPA), “Comprehensive Procurement Guideline for Products Containing Recovered Materials”, 40 CFR Part 247.

## 26. Program Fraud and False or Fraudulent Statements and Related Acts

*Applicability: All Contracts*

- (a) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.* and U.S. DOT regulations,

“Program Fraud Civil Remedies,” 49 C.F.R. Part 31, apply to its actions pertaining to this project. Upon execution of the Agreement, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Agreement or the FTA assisted project for which this Agreement work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(b) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

(c) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA or FRA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

## **27. Prompt Payment.**

*Applicability: All Contracts*

The contractor shall promptly pay any and all subcontractors by an instrument that guarantees availability of funds immediately upon deposit of said instrument. The contractor shall include, in its monthly invoice submission to SMART, amounts to pay for all subcontractors' acceptable invoices, no later than 30 days after receipt of such invoices. Unless otherwise approved in writing by SMART, the contractor shall, within ten (10) days after receipt of the payment made by SMART, pay to each of its immediate subcontractors for satisfactory performance of its contract, the amounts to which they are entitled, after deducting any prior payments and any amount due and payable to the contractor by those subcontractors. Any delay or postponement of such payment may take place only for good cause and with SMART's prior written approval. If the contractor determines the work of the subcontractors to be unsatisfactory, the contractor must immediately notify in writing SMART (with a separate notice to the Liaison Officer if the subcontractor is a DBE) and state the reasons. Failure by the contractor to comply with this requirement will be construed to be breach of contract and may be subject to sanctions as specified in the contract.

Should SMART make incremental inspections and, upon approval of the contractor's work at various stages of the contract, pay a portion of the retainage, the contractor shall promptly, within 30 days after SMART has made such payment, pay to the subcontractor who has satisfactorily completed all of its work and whose work is covered by SMART's inspection and approval, all retainage owed to the subcontractor. SMART's incremental inspections, approval or release of a portion of the retainage under this section shall not constitute acceptance."

For the purposes of this section, a subcontractor's work is satisfactorily completed when the prime contractor certifies to SMART that all the tasks called for in the subcontract have been accomplished.

## 28. Safe Operation of Motor Vehicles.

*Applicability: All Contracts*

- (a) Seat Belt Use. Contractor agrees to implement Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. §402 note, (62 Fed Reg. 19217), by:

Adopting and promoting on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles.

- (b) Distracted Driving, Including Text Messaging While Driving. Contractor agrees to comply with Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," 23 U.S.C. §402, U.S. DOT Order 3902.10, "Text Messaging While Driving", and U.S. DOT Special Provision pertaining to Distracted Driving:

- a. Safety. The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle the company owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the Agreement, or when performing any work for or on behalf of SMART.
- b. Contractor agrees to conduct workplace safety initiatives in a manner commensurate with its size, such as establishing new rules and programs to prohibit text messaging while driving, re-evaluating the existing programs to prohibit text messaging while driving, and providing education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

## 29. Seismic Safety.

*Applicability: All A&E and Construction Contracts*

The contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation (DOT) Seismic Safety Regulations 49 C.F.R. part 41 and will certify to compliance to the extent required by the regulation. The contractor also agrees to ensure that all work performed under this contract, including work performed by a subcontractor, is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project. The Contractor will facilitate and follow Executive Order No. 12699, "Seismic Safety of Federal and Federally-Assisted or Regulated New Building Construction," 42 U.S.C. 7704 note, except as the Federal Government determines otherwise in writing.

### **30. Transit Employee Protective Agreements**

*Applicability: All Transit Operations Contracts*

The Transit Employee Protective Provisions apply to each contract for transit operations performed by employees of a Contractor recognized by FTA to be a transit operator.

- i. General Transit Employee Protective Requirements – To the extent that FTA determines that transit operations are involved, the Contractor agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 U.S.C. A 5333(b), and U.S. DOL guidelines at 29 CFR Part 215, and any amendments thereto. The requirements of this subsection however do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. 5310(a)(2), or for projects for non-urbanized areas authorized by 49 U.S.C. 5311. Alternate provisions for those projects are set forth in subsections (B) and (C) of this clause.
- ii. Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. 5310(a)(2) for Elderly Individuals and Individuals with Disabilities – If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. 5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. 5333(b) are necessary or appropriate for the state and SMART for which work is performed on the underlying contract, the Contractor agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. 5333(b), U.S. DOL guidelines at 29 CFR Part 215, and any amendments thereto.
- iii. Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. 5311 in Non-Urbanized Areas – If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. 5311, the Contractor agrees to comply with the terms and conditions of the Special Warranty for the Non-urbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.
- iv. The Contractor also agrees to include any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance by FTA.

### **31. Special DOL EEO Clause**

*Applicability: All Construction Contracts > \$10,000*

The contractor and subcontractor shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60- 741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require

that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

### **32. Drug and Alcohol Testing**

*Applicability: All Transit Operations Service Contracts*

The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 C.F.R. part 655, produce any documentation necessary to establish its compliance with part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency, or the Sonoma-Marín Area Rail Transit District, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 C.F.R. part 655 and review the testing process. The Contractor agrees further to certify annually its compliance with part 655 before June 30 and to submit the Management Information System (MIS) reports to the Sonoma-Marín Area Rail Transit District. To certify compliance the Contractor shall use the “Substance Abuse Certifications” in the “Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements”, which is published annually in the Federal Registrar.

### **33. Termination.**

*Applicability: All Contracts > \$10,000*

In addition to the Termination provisions contained in the Agreement, the following Termination provisions apply.

(a) Termination for Convenience. SMART may terminate this Agreement, in whole or in part, at any time by written notice to the Contractor when it is in SMART’s best interest. The Contractor shall be paid its costs, including Agreement close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to SMART to be paid the Contractor. If the Contractor has any property in its possession belonging to SMART, the Contractor will account for the same, and dispose of it in the manner SMART directs.

(b) Termination for Default [Breach or Cause]. If the Contractor does not deliver supplies in accordance with the Agreement delivery schedule, or, if the Agreement is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, SMART may terminate this Agreement for default. Termination shall be effected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will only be paid the Contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by SMART that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, then SMART, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

(c) Opportunity to Cure. SMART in its sole discretion may, in the case of a termination

for breach or default, allow the Contractor up to ten (10) calendar days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

If Contractor fails to remedy to SMART's satisfaction the breach or default of any of the terms, covenants, or conditions of this Agreement within ten (10) calendar days after receipt by Contractor of written notice from SMART setting forth the nature of said breach or default, SMART shall have the right to terminate the Agreement without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude SMART from also pursuing all available remedies against Contractor and its sureties for said breach or default.

(d) Waiver of Remedies for any Breach. In the event that SMART elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Agreement, such waiver by SMART shall not limit SMART's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Agreement.

(e) Termination for Convenience (Professional or Transit Service Contracts) SMART, by written notice, may terminate this contract, in whole or in part, when it is in SMART's best interest. If this contract is terminated, SMART shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

(f) Termination for Default (Supplies and Service) If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Agency.

(g) Termination for Convenience or Default (Architect and Engineering Contracts). SMART may terminate this contract in whole or in part, for the Agency's convenience or because of the failure of the Contractor to fulfill the contract obligations. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Agency 's Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. Agency has a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, all such data, drawings, specifications, reports, estimates, summaries, and other information and materials.

If the termination is for the convenience of the Agency, the Agency's Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

If the termination is for failure of the Contractor to fulfill the contract obligations, the

Agency may complete the work by contact or otherwise and the Contractor shall be liable for any additional cost incurred by the Agency.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Agency.

(j) Termination for Convenience or Default (Cost Type Contracts) The Agency may terminate this contract, or any portion of it, by serving a Notice of Termination on the Contractor. The notice shall state whether the termination is for convenience of Agency or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the Contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the Agency, or property supplied to the Contractor by the Agency. If the termination is for default, the Agency may fix the fee, if the contract provides for a fee, to be paid the Contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the Agency and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of Agency, the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a Notice of Termination for Default, the Agency determines that the Contractor has an excusable reason for not performing, the Agency, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

### **34. Veterans Hiring Preference.**

*Applicability: All Contracts*

As provided in 49 U.S.C. §5325(k), the Contractor, to the extent practicable, agrees and assures that each subcontractor:

1. Will give a hiring preference to veterans, as defined in 5 U.S.C. §2108, who have the skills and abilities required to perform construction work required under Agreement in connection with a Capital Project supported with federal assistance appropriated or made available for 49 U.S.C. chapter 53; and
2. Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

### **35. Violation and Breach of Contract.**

*Applicability: All Contracts*

#### Rights and Remedies of SMART

The duties and obligations imposed by the Agreement and the rights and remedies

available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by SMART or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

#### Rights and Remedies of Contractor

Inasmuch as the Contractor can be adequately compensated by money damages for any breach of this Contract, which may be committed by SMART, the Contractor expressly agrees that no default, act or omission of SMART shall constitute a material breach of this Contract, entitling Contractor to cancel or rescind the Contract (unless SMART directs Contractor to do so) or to suspend or abandon performance.

#### Remedies

Unless this Agreement provides otherwise, all claims, counterclaims, disputes and other matters in question between SMART and the Contractor arising out of or relating to this Agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within California.

#### Disputes

Disputes arising in the performance of this Agreement which are not resolved by agreement of the parties shall be decided in writing by SMART's General Manager. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the General Manager. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the General Manager shall be binding upon the Contractor and the Contractor shall abide by the decision.

#### Performance during Dispute

Unless otherwise directed by Agency, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

#### Claims for Damages

Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of its employees, agents or others for whose acts it is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

### **36. Geographic Restrictions.**

*Applicability: All Contracts*

Contractor shall refrain from using state or local geographic preferences, except those expressly mandated or encouraged by Federal statute.

### **37. Metric System.**

*Applicability: All Contracts*

To the extent required by U.S. DOT, FRA, or FTA, Contractor shall use the metric system of measurement in its project activities pursuant to the Metric Conversion Act, as

amended by the Omnibus Trade and Competitiveness Act, 15 U.S.C. 205a et seq.; Executive Order No 12770 “Metric Usage in Federal Government Programs, 15 U.S.C. § 205a note; and other regulations, guidelines, and policies issued by U.S. DOT, FRA, or FTA. To the extent practicable and feasible, SMART agrees to accept products and services with dimensions expressed in the metric system of measurement.

### **38. Environmental Protection.**

*Applicability: All Contracts*

Contractor shall comply with the following requirements:

(a) Contractor shall comply with all applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 *et seq.* consistent with Executive Order. No. 11514, as amended, “Protection and Enhancement of Environmental Quality,” 42 U.S.C. § 4321 note; PTA statutory requirements on environmental matters at 49 U.S.C. § 5324(b); Council on Environmental Quality regulations on compliance with the National Environmental Policy Act of 1969, as amended, 40 C.F.R. Part 1500 *et seq.*; and joint FHWA/FTA regulations, “Environmental impact and Related Procedures,” 23 C.F.R. Part 771 and 49 C.F.R. Part 622.

(b) Contractor shall comply with all Federal transit laws, such as 49 U.S.C. §5323(c)(2) and 23 U.S.C. §139, as applicable.

(c) Contractor shall report and require each subcontractor at any tier to report any violation of these requirements resulting from any Contract activity of Contractor or subcontractor to FTA and the appropriate U.S. EPA Regional Office.

### **39. Privacy Act.**

*Applicability: All Contracts*

Contractor agrees to comply with and assures the compliance of its employees with the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C § 552. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. Contractor understands that the requirements of the Privacy Act, including civil and criminal penalties for violation of the Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

### **40. Transit Vehicle Manufacturer (TVM) Certifications**

*Applicability: All Rolling Stock Contracts*

49 CFR 26.49 – Contractor must submit to SMART a certification from each transit vehicle manufacture that desires to bid or propose upon a DOT-assisted transit vehicle procurement that it has complied with the requirements of 49 CFR 26.49. SMART may, however, with FTA approval, establish project-specific goals for DBE participation in the procurement of transit vehicles in lieu of complying through the overall goal setting

procedures.

#### **41. Federal Tax Liability and Recent Felony Convictions**

*Applicability: All Contracts*

- A. Contractor certifies that it does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that it is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
- B. Contractor certifies that it was not convicted of felony criminal violation under any Federal law within the preceding twenty-four (24) months.

#### **42. Rights to Inventions Made Under a Contract or Agreement.**

*Applicability: All Research and Development Contracts*

Contractor agrees to comply with the requirements of 37 C.F.R. §401.2(a), “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Grants, Contracts and Cooperative Agreements” and any implementing regulations issued by SMART.

#### **43. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.**

*Applicability: All Contracts*

Contractor certifies and confirms that no services provided or supplies installed or utilized under this contract constitute telecommunications services, equipment or systems prohibited under Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (P.L. 115-232), and as may be implemented by 2 C.F.R. 200.216. If Contractor later learns that prohibited telecommunications services, equipment or systems have been supplied, installed, or utilized under this Contract, Contractor shall immediately inform SMART in writing. SMART may require the Contractor to promptly replace such prohibited service, equipment and systems at the Contractor's sole cost.

#### **44. Domestic Preferences for Procurements**

*Applicability: All Contracts*

Contractor shall make every effort to provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). This section must be included in all subcontracts.

For the purposes of this section:

- 1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

#### **45. Trafficking in Persons**

*Applicability: All Contracts*

The contractor agrees that it and its employees that participate in the Recipient’s Award, may not:

- (a) Engage in severe forms of trafficking in persons during the period of time that the Recipient’s Award is in effect;
- (b) Procure a commercial sex act during the period of time that the Recipient’s Award is in effect; or
- (c) Use forced labor in the performance of the Recipient’s Award or subagreements thereunder.

#### **46. Severability**

*Applicability: All Contracts*

The Contractor agrees that if any provision of this Agreement or any amendment thereto is determined to be invalid, then the remaining provisions thereof that conform to federal laws, regulations, requirements, and guidance will continue in effect.

**EXHIBIT D - FEDERAL WAGE DETERMINATION**

"General Decision Number: CA20230007 09/01/2023

Superseded General Decision Number: CA20220007

State: California

Construction Types: Building, Heavy (Heavy and Dredging) and Highway

Counties: Alpine, Amador, Butte, Colusa, El Dorado, Glenn, Lassen, Marin, Modoc, Napa, Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Siskiyou, Solano, Sonoma, Sutter, Tehama, Trinity, Yolo and Yuba Counties in California.

**BUILDING CONSTRUCTION PROJECTS (excluding Amador County only); DREDGING CONSTRUCTION PROJECTS (does not include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); AND HIGHWAY CONSTRUCTION PROJECTS**

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

<p>If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</p>	<p>. Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.</p>
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<p>If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:</p>	<p>. Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all</p>
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hours spent performing on  
that contract in 2023.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/06/2023
1	01/13/2023
2	01/20/2023
3	02/03/2023
4	03/03/2023
5	03/10/2023
6	03/17/2023
7	03/31/2023
8	04/07/2023
9	04/14/2023
10	04/21/2023
11	04/28/2023
12	05/05/2023
13	06/02/2023
14	06/23/2023
15	06/30/2023
16	07/14/2023
17	07/28/2023
18	08/11/2023
19	08/18/2023
20	09/01/2023

ASBE0016-001 02/01/2023

AREA 1: MARIN, NAPA, SAN BENITO, SAN FRANCISCO, SOLANO, & SONOMA COUNTIES

AREA 2: ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHEMA, TRINITY, YOLO, & YUBA COUNTIES

Rates Fringes

Asbestos Workers/Insulator  
(Includes the application of  
all insulating materials,

Protective Coverings,  
Coatings, and Finishes to all  
types of mechanical systems)

Area 1.....	\$ 80.91	23.82
Area 2.....	\$ 62.26	23.82

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ASBE0016-007 01/01/2021

AREA 1 : ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN,  
LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA,  
SIERRA, SISKIYOU, SOLANO, SONOMA, SUTTER, TEHAMA, TRINITY, YOLO  
& YUBA COUNTIES

AREA 2: MARIN & NAPA COUNTIES

Rates Fringes

Asbestos Removal  
worker/hazardous material  
handler (Includes  
preparation, wetting,  
stripping, removal,  
scrapping, vacuuming, bagging  
and disposing of all  
insulation materials from  
mechanical systems, whether  
they contain asbestos or not)

AREA 1.....	\$ 30.45	10.60
AREA 2.....	\$ 36.53	9.27

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BOIL0549-002 01/01/2021

Rates Fringes

BOILERMAKER

(1) Marin & Solano Counties.	\$ 49.62	41.27
(2) Remaining Counties.....	\$ 45.60	38.99

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BRCA0003-001 08/01/2022

Rates Fringes

MARBLE FINISHER.....	\$ 39.20	18.31
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BRCA0003-004 05/01/2022

AREA 1: ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN,  
LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA,  
SIERRA, SUTTER, TEHAMA, YOLO AND YUBA COUNTIES

AREA 2: MARIN, NAPA, SISKIYOU, SOLANO, SONOMA AND TRINITY  
COUNTIES

Rates Fringes

BRICKLAYER

AREA 1.....	\$ 49.32	22.65
AREA 2.....	\$ 53.69	26.03

SPECIALTY PAY:

- (A) Underground work such as tunnel work, sewer work, manholes, catch basins, sewer pipes and telephone conduit shall be paid \$1.25 per hour above the regular rate. Work in direct contact with raw sewage shall receive \$1.25 per hour in addition to the above.
- (B) Operating a saw or grinder shall receive \$1.25 per hour above the regular rate.
- (C) Guniting nozzle person shall receive \$1.25 per hour above the regular rate.

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BRCA0003-008 07/01/2022

Rates Fringes

TERRAZZO FINISHER.....	\$ 41.93	18.98
TERRAZZO WORKER/SETTER.....	\$ 56.84	27.53

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BRCA0003-010 04/01/2022

Rates Fringes

TILE FINISHER

Area 1.....	\$ 31.12	16.11
Area 2.....	\$ 30.90	17.87
Area 3.....	\$ 33.86	17.74
Area 4.....	\$ 31.89	17.18

Tile Layer

Area 1.....	\$ 51.02	19.35
Area 2.....	\$ 50.66	20.77
Area 3.....	\$ 55.41	20.87
Area 4.....	\$ 52.28	20.79

- AREA 1: Butte, Colusa, El Dorado, Glenn, Lassen, Modoc, Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Sutter, Tehama, Yolo, Yuba
- AREA 2: Alpine, Amador
- AREA 3: Marin, Napa, Solano, Siskiyou
- AREA 4: Sonoma

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BRCA0003-014 08/01/2022

Rates Fringes

MARBLE MASON.....	\$ 56.98	28.54
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CARP0034-001 07/01/2021

Rates      Fringes

Diver

Assistant Tender, ROV Tender/Technician.....	\$ 54.10	34.69
Diver standby.....	\$ 60.51	34.69
Diver Tender.....	\$ 59.51	34.69
Diver wet.....	\$ 103.62	34.69
Manifold Operator (mixed gas).....	\$ 64.51	34.69
Manifold Operator (Standby).\$	59.51	34.69

DEPTH PAY (Surface Diving):

050 to 100 ft	\$2.00 per foot
101 to 150 ft	\$3.00 per foot
151 to 220 ft	\$4.00 per foot
221 ft.-deeper	\$5.00 per foot

SATURATION DIVING:

The standby rate shall apply until saturation starts. The saturation diving rate applies when divers are under pressure continuously until work task and decompression are complete. The diver rate shall be paid for all saturation hours.

DIVING IN ENCLOSURES:

Where it is necessary for Divers to enter pipes or tunnels, or other enclosures where there is no vertical ascent, the following premium shall be paid: Distance traveled from entrance 26 feet to 300 feet: \$1.00 per foot. When it is necessary for a diver to enter any pipe, tunnel or other enclosure less than 48" in height, the premium will be \$1.00 per foot.

WORK IN COMBINATION OF CLASSIFICATIONS:

Employees working in any combination of classifications within the diving crew (except dive supervisor) in a shift are paid in the classification with the highest rate for that shift.

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CARP0034-003 07/01/2021

Rates      Fringes

Piledriver.....	\$ 54.10	34.69
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CARP0035-001 08/01/2020

AREA 1: MARIN, NAPA, SOLANO & SONOMA

AREA 3: SACRAMENTO, WESTERN EL DORADO (Territory west of an including highway 49 and the territory inside the city limits of Placerville), WESTERN PLACER (Territory west of and including highway 49), & YOLO

AREA 4: ALPINE, BUTTE, COLUSA, EASTERN EL DORADO, GLENN, LASSEN, MODOC, NEVADA, EASTERN PLACER, PLUMAS, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, & YUBA

	Rates	Fringes
Drywall Installers/Lathers:		
Area 1.....	\$ 52.65	31.26
Area 3.....	\$ 47.27	31.26
Area 4.....	\$ 45.92	31.26
Drywall Stocker/Scrapper		
Area 1.....	\$ 26.33	18.22
Area 3.....	\$ 23.64	18.22
Area 4.....	\$ 22.97	18.22

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 CARP0035-009 07/01/2020

Marin County

	Rates	Fringes
CARPENTER		
Bridge Builder/Highway Carpenter.....	\$ 52.65	30.82
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 52.80	30.82
Journeyman Carpenter.....	\$ 52.65	30.82
Millwright.....	\$ 52.75	32.41

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 CARP0035-010 07/01/2020

AREA 1: Marin, Napa, Solano & Sonoma Counties

AREA 2: Monterey, San Benito and Santa Cruz

AREA 3: Alpine, Butte, Colusa, El Dorado, Glenn, Lassen, Modoc, Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Siskiyou, Sutter, Tehama, Trinity, Yolo & Yuba counties

	Rates	Fringes
Modular Furniture Installer		
Area 1 Installer.....	\$ 28.76	22.53

Lead Installer.....	\$ 32.21	23.03
Master Installer.....	\$ 36.43	23.03
Area 2		
Installer.....	\$ 26.11	22.53
Lead Installer.....	\$ 29.08	23.03
Master Installer.....	\$ 32.71	23.03
Area 3		
Installer.....	\$ 25.16	22.53
Lead Installer.....	\$ 27.96	23.03
Master Installer.....	\$ 31.38	23.03

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 CARP0046-001 07/01/2021

El Dorado (West), Placer (West), Sacramento and Yolo Counties

Rates Fringes

Carpenters

Bridge Builder/Highway Carpenter.....	\$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 49.12	31.49
Journeyman Carpenter.....	\$ 48.97	31.49
Millwright.....	\$ 51.47	33.08

Footnote: Placer County (West) includes territory West of and including Highway 49 and El Dorado County (West) includes territory West of and including Highway 49 and territory inside the city limits of Placerville.

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 CARP0046-002 07/01/2021

Alpine, Colusa, El Dorado (East), Nevada, Placer (East),  
 Sierra, Sutter and Yuba Counties

Rates Fringes

Carpenters

Bridge Builder/Highway Carpenter.....	\$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 47.77	31.49
Journeyman Carpenter.....	\$ 47.62	31.49
Millwright.....	\$ 50.12	33.08

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 CARP0152-003 07/01/2020

Amador County

Rates Fringes

Carpenters

Bridge Builder/Highway Carpenter.....	\$ 52.65	30.82
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 45.57	30.82
Journeyman Carpenter.....	\$ 45.42	30.82
Millwright.....	\$ 47.92	32.41

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CARP0180-001 07/01/2021

Solano County

Rates Fringes

Carpenters

Bridge Builder/Highway Carpenter.....	\$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 55.00	31.49
Journeyman Carpenter.....	\$ 54.85	31.49
Millwright.....	\$ 54.95	33.08

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CARP0751-001 07/01/2021

Napa and Sonoma Counties

Rates Fringes

Carpenters

Bridge Builder/Highway Carpenter.....	\$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 55.00	31.49
Journeyman Carpenter.....	\$ 54.85	31.49
Millwright.....	\$ 54.95	33.08

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CARP1599-001 07/01/2020

Butte, Glenn, Lassen, Modoc, Plumas, Shasta, Siskiyou, Tehama  
and Trinity Counties

Rates Fringes

Carpenters

Bridge Builder/Highway Carpenter.....	\$ 52.65	30.82
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 45.57	30.82
Journeyman Carpenter.....	\$ 45.42	30.82
Millwright.....	\$ 47.92	32.41

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ELEC0180-001 06/01/2023

NAPA AND SOLANO COUNTIES

Rates Fringes

CABLE SPLICER.....	\$ 63.07	3%+26.88
ELECTRICIAN.....	\$ 56.06	3%+26.88

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ELEC0180-003 12/01/2022

NAPA AND SOLANO COUNTIES

Rates Fringes

Sound & Communications Installer.....	\$ 46.64	25.30
Technician.....	\$ 53.64	25.51

SCOPE OF WORK INCLUDES-

SOUND & VOICE TRANSMISSION (Music, Intercom, Nurse Call, Telephone); FIRE ALARM SYSTEMS [excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs], TELEVISION & VIDEO SYSTEMS, SECURITY SYSTEMS, COMMUNICATIONS SYSTEMS that transmit or receive information and/or control systems that are intrinsic to the above.

EXCLUDES-

Excludes all other data systems or multiple systems which include control function or power supply; excludes installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excludes energy management systems.

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN,  
NEVADA, PLACER, PLUMAS, SACRAMENTO, TRINITY, YOLO, YUBA COUNTIES

Rates Fringes

Communications System

Sound & Communications

Installer.....\$ 29.35 3%+15.35

Sound & Communications

Technician.....\$ 33.75 3%+15.35

SCOPE OF WORK

Includes the installation testing, service and maintenance, of the following systems which utilize the transmission and/or transference of voice, sound, vision and digital for commercial, education, security and entertainment purposes for the following TV monitoring and surveillance, background-foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call system, radio page, school intercom and sound, burglar alarms, and low voltage master clock systems.

A. SOUND AND VOICE TRANSMISSION/TRANSFERENCE SYSTEMS

Background foreground music Intercom and telephone interconnect systems, Telephone systems, Nurse call systems, Radio page systems, School intercom and sound systems, Burglar alarm systems, Low voltage master clock systems, Multi-media/multiplex systems, Sound and musical entertainment systems, RF systems, Antennas and Wave Guide.

B. FIRE ALARM SYSTEMS

Installation, wire pulling and testing

C. TELEVISION AND VIDEO SYSTEMS Television monitoring and surveillance systems, Video security systems, Video entertainment systems, Video educational systems, Microwave transmission systems, CATV and CCTV

D. SECURITY SYSTEMS Perimeter security systems Vibration sensor systems Card access systems Access control systems Sonar/infrared monitoring equipment

E. COMMUNICATIONS SYSTEMS THAT TRANSMIT OR RECEIVE INFORMATION AND/OR CONTROL SYSTEMS THAT ARE INTRINSIC TO THE ABOVE LISTED SYSTEMS SCADA (Supervisory Control and Data Acquisition) PCM (Pulse Code Modulation) Inventory Control Systems Digital Data Systems Broadband and Baseband and Carriers Point of Sale Systems VSAT Data Systems Data Communication

Systems RF and Remote Control Systems Fiber Optic  
 Data Systems WORK EXCLUDED Raceway systems are not covered  
 (excluding Ladder-Rack for the purpose of the above listed  
 systems). Chases and/or nipples (not to exceed 10 feet)  
 may be installed on open wiring systems. Energy management  
 systems. SCADA (Supervisory Control and Data Acquisition)  
 when not intrinsic to the above listed systems (in the  
 scope). Fire alarm systems when installed in raceways  
 (including wire and cable pulling) shall be performed at  
 the electrician wage rate, when either of the following two  
 (2) conditions apply:

1. The project involves new or major remodel building trades  
 construction.
2. The conductors for the fire alarm system are installed in  
 conduit.

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 ELEC0340-003 08/01/2022

ALPINE (West of Sierra Mt. Watershed), AMADOR, BUTTE, COLUSA,  
 EL DORADO (West of Sierra Mt. Watershed), GLENN, LASSEN, NEVADA  
 (West of Sierra Mt. Watershed), PLACER, PLUMAS, SACRAMENTO,  
 SHASTA, SIERRA (West of Sierra Mt. Watershed), SUTTER, TEHAMA,  
 TRINITY, YOLO & YUBA COUNTIES

Rates Fringes

ELECTRICIAN

Remaining area.....	\$ 45.06	34.09
Sierra Army Depot, Herlong..	\$ 48.83	18.54
Tunnel work.....	\$ 41.01	18.54

CABLE SPLICER: Receives 110% of the Electrician basic hourly  
 rate.

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 ELEC0401-005 01/01/2022

ALPINE (east of the main watershed divide), EL DORADO (east of  
 the main watershed divide), NEVADA (east of the main  
 watershed), PLACER (east of the main watershed divide) and  
 SIERRA (east of the main watershed divide) COUNTIES:

Rates Fringes

ELECTRICIAN.....	\$ 42.50	20.95
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ZONE RATE:

70-90 miles - \$8.00 per hour  
 91+ miles - \$10.00 per hour

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ELEC0551-004 06/01/2023

MARIN AND SONOMA COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 56.92	30.16

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ELEC0551-005 12/01/2022

MARIN & SONOMA COUNTIES

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 46.64	25.30
Technician.....	\$ 53.64	25.65

SCOPE OF WORK INCLUDES-  
 SOUND & VOICE TRANSMISSION (Music, Intercom, Nurse Call, Telephone); FIRE ALARM SYSTEMS [excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs],  
 TELEVISION & VIDEO SYSTEMS, SECURITY SYSTEMS, COMMUNICATIONS SYSTEMS that transmit or receive information and/or control systems that are intrinsic to the above.

EXCLUDES-  
 Excludes all other data systems or multiple systems which include control function or power supply; excludes installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excludes energy management systems.

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ELEC0659-006 01/01/2023

DEL NORTE, MODOC and SISKIYOU COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 43.97	19.26

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ELEC0659-008 02/01/2023

DEL NORTE, MODOC & SISKIYOU COUNTIES

	Rates	Fringes
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Line Construction

(1) Cable Splicer.....	\$ 67.80	4.5%+22.15
(2) Lineman, Pole Sprayer, Heavy Line Equipment Man....	\$ 60.54	4.5%+22.15
(3) Tree Trimmer.....	\$ 37.84	4.5%+14.30
(4) Line Equipment Man.....	\$ 53.82	4.5%+19.40
(5) Powdermen, Jackhammermen.....	\$ 40.37	4.5%+14.30
(6) Groundman.....	\$ 33.37	4.5%+14.30

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ELEC1245-004 06/01/2022

ALL COUNTIES EXCEPT DEL NORTE, MODOC & SISKIYOU

Rates      Fringes

LINE CONSTRUCTION

(1) Lineman; Cable splicer..	\$ 64.40	22.58
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment).....	\$ 50.00	21.30
(3) Groundman.....	\$ 38.23	20.89
(4) Powderman.....	\$ 51.87	18.79

HOLIDAYS: New Year's Day, M.L. King Day, Memorial Day,  
Independence Day, Labor Day, Veterans Day, Thanksgiving Day  
and day after Thanksgiving, Christmas Day

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ELEV0008-001 01/01/2023

Rates      Fringes

ELEVATOR MECHANIC.....\$ 77.61      37.335+a+b

FOOTNOTE:

- a. PAID VACATION: Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for 6 months to 5 years of service.
- b. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

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ENGI0003-008 08/01/2022

Rates      Fringes

Dredging: (DREDGING:  
CLAMSHELL & DIPPER DREDGING;

HYDRAULIC SUCTION DREDGING:)

AREA 1:

(1) Leverman.....	\$ 55.15	35.46
(2) Dredge Dozer; Heavy duty repairman.....	\$ 50.19	35.46
(3) Booster Pump Operator; Deck Engineer; Deck mate; Dredge Tender; Winch Operator.....	\$ 49.07	35.46
(4) Bargeman; Deckhand; Fireman; Leveehand; Oiler..	\$ 45.77	35.46

AREA 2:

(1) Leverman.....	\$ 57.15	35.46
(2) Dredge Dozer; Heavy duty repairman.....	\$ 52.19	35.46
(3) Booster Pump Operator; Deck Engineer; Deck mate; Dredge Tender; Winch Operator.....	\$ 51.07	35.46
(4) Bargeman; Deckhand; Fireman; Leveehand; Oiler..	\$ 47.77	35.46

AREA DESCRIPTIONS

AREA 1: ALAMEDA,BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS, SUTTER, YOLO, AND YUBA COUNTIES

AREA 2: MODOC COUNTY

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

ALPINE COUNTY:

Area 1: Northernmost part  
Area 2: Remainder

CALAVERAS COUNTY:

Area 1: Remainder  
Area 2: Eastern part

COLUSA COUNTY:

Area 1: Eastern part  
Area 2: Remainder

ELDORADO COUNTY:

Area 1: North Central part  
Area 2: Remainder

FRESNO COUNTY:

Area 1: Remainder

Area 2: Eastern part

GLENN COUNTY:

Area 1: Eastern part

Area 2: Remainder

LASSEN COUNTY:

Area 1: Western part along the Southern portion of border  
with Shasta County

Area 2: Remainder

MADERA COUNTY:

Area 1: Except Eastern part

Area 2: Eastern part

MARIPOSA COUNTY

Area 1: Except Eastern part

Area 2: Eastern part

MONTERREY COUNTY

Area 1: Except Southwestern part

Area 2: Southwestern part

NEVADA COUNTY:

Area 1: All but the Northern portion along the border of  
Sierra County

Area 2: Remainder

PLACER COUNTY:

Area 1: All but the Central portion

Area 2: Remainder

PLUMAS COUNTY:

Area 1: Western portion

Area 2: Remainder

SHASTA COUNTY:

Area 1: All but the Northeastern corner

Area 2: Remainder

SIERRA COUNTY:

Area 1: Western part

Area 2: Remainder

SISKIYOU COUNTY:

Area 1: Central part

Area 2: Remainder

SONOMA COUNTY:

Area 1: All but the Northwestern corner

Area 2: Remainder

TEHAMA COUNTY:

Area 1: All but the Western border with Mendocino & Trinity

Counties  
Area 2: Remainder

TRINITY COUNTY:  
Area 1: East Central part and the Northeastern border with  
Shasta County  
Area 2: Remainder

TUOLUMNE COUNTY:  
Area 1: Except Eastern part  
Area 2: Eastern part

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ENGI0003-019 06/29/2020

SEE AREA DESCRIPTIONS BELOW

Rates Fringes

OPERATOR: Power Equipment  
(LANDSCAPE WORK ONLY)

GROUP 1		
AREA 1.....	\$ 39.95	30.28
AREA 2.....	\$ 41.95	30.28
GROUP 2		
AREA 1.....	\$ 36.35	30.28
AREA 2.....	\$ 38.35	30.28
GROUP 3		
AREA 1.....	\$ 31.74	30.28
AREA 2.....	\$ 33.74	30.28

GROUP DESCRIPTIONS:

GROUP 1: Landscape Finish Grade Operator: All finish grade work regardless of equipment used, and all equipment with a rating more than 65 HP.

GROUP 2: Landscape Operator up to 65 HP: All equipment with a manufacturer's rating of 65 HP or less except equipment covered by Group 1 or Group 3. The following equipment shall be included except when used for finish work as long as manufacturer's rating is 65 HP or less: A-Frame and Winch Truck, Backhoe, Forklift, Hydragraphic Seeder Machine, Roller, Rubber-Tired and Track Earthmoving Equipment, Skiploader, Straw Blowers, and Trencher 31 HP up to 65 HP.

GROUP 3: Landscae Utility Operator: Small Rubber-Tired Tractor, Trencher Under 31 HP.

AREA DESCRIPTIONS:

AREA 1: ALAMEDA, BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN,

SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS,  
SUTTER, YOLO, AND YUBA COUNTIES

AREA 2 - MODOC COUNTY

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS  
NOTED BELOW:

ALPINE COUNTY:

Area 1: Northernmost part

Area 2: Remainder

CALAVERAS COUNTY:

Area 1: Except Eastern part

Area 2: Eastern part

COLUSA COUNTY:

Area 1: Eastern part

Area 2: Remainder

DEL NORTE COUNTY:

Area 1: Extreme Southwestern corner

Area 2: Remainder

ELDORADO COUNTY:

Area 1: North Central part

Area 2: Remainder

FRESNO COUNTY

Area 1: Except Eastern part

Area 2: Eastern part

GLENN COUNTY:

Area 1: Eastern part

Area 2: Remainder

HUMBOLDT COUNTY:

Area 1: Except Eastern and Southwestern parts

Area 2: Remainder

LAKE COUNTY:

Area 1: Southern part

Area 2: Remainder

LASSEN COUNTY:

Area 1: Western part along the Southern portion of border  
with Shasta County

Area 2: Remainder

MADERA COUNTY

Area 1: Remainder

Area 2: Eastern part

MARIPOSA COUNTY

Area 1: Remainder  
Area 2: Eastern part

MENDOCINO COUNTY:

Area 1: Central and Southeastern parts  
Area 2: Remainder

MONTEREY COUNTY

Area 1: Remainder  
Area 2: Southwestern part

NEVADA COUNTY:

Area 1: All but the Northern portion along the border of  
Sierra County  
Area 2: Remainder

PLACER COUNTY:

Area 1: All but the Central portion  
Area 2: Remainder

PLUMAS COUNTY:

Area 1: Western portion  
Area 2: Remainder

SHASTA COUNTY:

Area 1: All but the Northeastern corner  
Area 2: Remainder

SIERRA COUNTY:

Area 1: Western part  
Area 2: Remainder

SISKIYOU COUNTY:

Area 1: Central part  
Area 2: Remainder

SONOMA COUNTY:

Area 1: All but the Northwestern corner  
Area 2: Reaminder

TEHAMA COUNTY:

Area 1: All but the Western border with mendocino & Trinity  
Counties  
Area 2: Remainder

TRINITY COUNTY:

Area 1: East Central part and the Northeaster border with  
Shasta County  
Area 2: Remainder

TULARE COUNTY;

Area 1: Remainder  
Area 2: Eastern part

TUOLUMNE COUNTY:

Area 1: Remainder

Area 2: Eastern Part

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ENGI0003-038 06/28/2023

""AREA 1"" WAGE RATES ARE LISTED BELOW

""AREA 2"" RECEIVES AN ADDITIONAL \$2.00 PER HOUR ABOVE AREA 1 RATES.

SEE AREA DEFINITIONS BELOW

Rates Fringes

OPERATOR: Power Equipment  
(AREA 1:)

GROUP 1.....	\$ 60.72	31.03
GROUP 2.....	\$ 59.19	31.03
GROUP 3.....	\$ 57.71	31.03
GROUP 4.....	\$ 56.33	31.03
GROUP 5.....	\$ 55.06	31.03
GROUP 6.....	\$ 53.74	31.03
GROUP 7.....	\$ 52.60	31.03
GROUP 8.....	\$ 51.46	31.03
GROUP 8-A.....	\$ 49.25	31.03

OPERATOR: Power Equipment  
(Cranes and Attachments -  
AREA 1:)

GROUP 1		
Cranes.....	\$ 52.30	31.15
Oiler.....	\$ 43.79	31.15
Truck crane oiler.....	\$ 46.08	31.15
GROUP 2		
Cranes.....	\$ 50.54	31.15
Oiler.....	\$ 42.83	31.15
Truck crane oiler.....	\$ 45.07	31.15
GROUP 3		
Cranes.....	\$ 48.80	31.15
Hydraulic.....	\$ 44.44	31.15
Oiler.....	\$ 42.55	31.15
Truck crane oiler.....	\$ 44.83	31.15
GROUP 4		
Cranes.....	\$ 45.76	31.15

OPERATOR: Power Equipment  
(Piledriving - AREA 1:)

GROUP 1		
Lifting devices.....	\$ 52.64	31.15
Oiler.....	\$ 43.38	31.15
Truck Crane Oiler.....	\$ 45.66	31.15
GROUP 2		
Lifting devices.....	\$ 50.82	31.15

Oiler.....	\$ 43.11	31.15
Truck Crane Oiler.....	\$ 45.41	31.15
GROUP 3		
Lifting devices.....	\$ 49.14	31.15
Oiler.....	\$ 42.89	31.15
Truck Crane Oiler.....	\$ 45.12	31.15
GROUP 4		
Lifting devices.....	\$ 47.37	31.15
GROUP 5		
Lifting devices.....	\$ 44.73	31.15
GROUP 6		
Lifting devices.....	\$ 42.50	31.15
OPERATOR: Power Equipment (Steel Erection - AREA 1:)		
GROUP 1		
Cranes.....	\$ 53.27	31.15
Oiler.....	\$ 43.72	31.15
Truck Crane Oiler.....	\$ 45.95	31.15
GROUP 2		
Cranes.....	\$ 51.50	31.15
Oiler.....	\$ 43.45	31.15
Truck Crane Oiler.....	\$ 45.73	31.15
GROUP 3		
Cranes.....	\$ 50.02	31.15
Hydraulic.....	\$ 45.07	31.15
Oiler.....	\$ 43.23	31.15
Truck Crane Oiler.....	\$ 45.46	31.15
GROUP 4		
Cranes.....	\$ 48.00	31.15
GROUP 5		
Cranes.....	\$ 46.70	31.15
OPERATOR: Power Equipment (Tunnel and Underground Work - AREA 1:)		
SHAFTS, STOPES, RAISES:		
GROUP 1.....	\$ 56.82	31.03
GROUP 1-A.....	\$ 49.99	31.15
GROUP 1A.....	\$ 59.29	31.03
GROUP 2.....	\$ 55.56	31.03
GROUP 3.....	\$ 54.23	31.03
GROUP 4.....	\$ 53.09	31.03
GROUP 5.....	\$ 51.95	31.03
UNDERGROUND:		
GROUP 1.....	\$ 47.42	31.15
GROUP 1-A.....	\$ 49.89	31.15
GROUP 2.....	\$ 46.16	31.15
GROUP 3.....	\$ 44.83	31.15
GROUP 4.....	\$ 43.69	31.15
GROUP 5.....	\$ 42.55	31.15

FOOTNOTE: Work suspended by ropes or cables, or work on a Yo-Yo Cat: \$.60 per hour additional.

## POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Operator of helicopter (when used in erection work); Hydraulic excavator, 7 cu. yds. and over; Power shovels, over 7 cu. yds.

GROUP 2: Highline cableway; Hydraulic excavator, 3-1/2 cu. yds. up to 7 cu. yds.; Licensed construction work boat operator, on site; Power blade operator (finish); Power shovels, over 1 cu. yd. up to and including 7 cu. yds. m.r.c.

GROUP 3: Asphalt milling machine; Cable backhoe; Combination backhoe and loader over 3/4 cu. yds.; Continuous flight tie back machine assistant to engineer or mechanic; Crane mounted continuous flight tie back machine, tonnage to apply; Crane mounted drill attachment, tonnage to apply; Dozer, slope brd; Gradall; Hydraulic excavator, up to 3 1/2 cu. yds.; Loader 4 cu. yds. and over; Long reach excavator; Multiple engine scraper (when used as push pull); Power shovels, up to and including 1 cu. yd.; Pre-stress wire wrapping machine; Side boom cat, 572 or larger; Track loader 4 cu. yds. and over; Wheel excavator (up to and including 750 cu. yds. per hour)

GROUP 4: Asphalt plant engineer/box person; Chicago boom; Combination backhoe and loader up to and including 3/4 cu. yd.; Concrete batch plant (wet or dry); Dozer and/or push cat; Pull- type elevating loader; Gradesetter, grade checker (GPS, mechanical or otherwise); Grooving and grinding machine; Heading shield operator; Heavy-duty drilling equipment, Hughes, LDH, Watson 3000 or similar; Heavy-duty repairperson and/or welder; Lime spreader; Loader under 4 cu. yds.; Lubrication and service engineer (mobile and grease rack); Mechanical finishers or spreader machine (asphalt, Barber-Greene and similar); Miller Formless M-9000 slope paver or similar; Portable crushing and screening plants; Power blade support; Roller operator, asphalt; Rubber-tired scraper, self-loading (paddle-wheels, etc.); Rubber- tired earthmoving equipment (scrapers); Slip form paver (concrete); Small tractor with drag; Soil stabilizer (P & H or equal); Spider plow and spider puller; Tubex pile rig; Unlicensed constuction work boat operator, on site; Timber skidder; Track loader up to 4 yds.; Tractor-drawn scraper; Tractor, compressor drill combination; Welder; Woods-Mixer (and other similar Pugmill equipment)

GROUP 5: Cast-in-place pipe laying machine; Combination slusher and motor operator; Concrete conveyor or concrete pump, truck or equipment mounted; Concrete conveyor, building site; Concrete pump or pumpcrete gun; Drilling equipment, Watson 2000, Texoma 700 or similar; Drilling and boring machinery, horizontal (not to apply to waterliners,

wagon drills or jackhammers); Concrete mixer/all; Person and/or material hoist; Mechanical finishers (concrete) (Clary, Johnson, Bidwell Bridge Deck or similar types); Mechanical burm, curb and/or curb and gutter machine, concrete or asphalt); Mine or shaft hoist; Portable crusher; Power jumbo operator (setting slip-forms, etc., in tunnels); Screed (automatic or manual); Self-propelled compactor with dozer; Tractor with boom D6 or smaller; Trenching machine, maximum digging capacity over 5 ft. depth; Vermeer T-600B rock cutter or similar

GROUP 6: Armor-Coater (or similar); Ballast jack tamper; Boom- type backfilling machine; Assistant plant engineer; Bridge and/or gantry crane; Chemical grouting machine, truck-mounted; Chip spreading machine operator; Concrete saw (self-propelled unit on streets, highways, airports and canals); Deck engineer; Drilling equipment Texoma 600, Hughes 200 Series or similar up to and including 30 ft. m.r.c.; Drill doctor; Helicopter radio operator; Hydro-hammer or similar; Line master; Skidsteer loader, Bobcat larger than 743 series or similar (with attachments); Locomotive; Lull hi-lift or similar; Oiler, truck mounted equipment; Pavement breaker, truck-mounted, with compressor combination; Paving fabric installation and/or laying machine; Pipe bending machine (pipelines only); Pipe wrapping machine (tractor propelled and supported); Screed (except asphaltic concrete paving); Self- propelled pipeline wrapping machine; Tractor; Self-loading chipper; Concrete barrier moving machine

GROUP 7: Ballast regulator; Boom truck or dual-purpose A-frame truck, non-rotating - under 15 tons; Cary lift or similar; Combination slurry mixer and/or cleaner; Drilling equipment, 20 ft. and under m.r.c.; Firetender (hot plant); Grouting machine operator; Highline cableway signalperson; Stationary belt loader (Kolman or similar); Lift slab machine (Vagtborg and similar types); Maginnes internal full slab vibrator; Material hoist (1 drum); Mechanical trench shield; Pavement breaker with or without compressor combination); Pipe cleaning machine (tractor propelled and supported); Post driver; Roller (except asphalt); Chip Seal; Self-propelled automatically applied concrete curing machine (on streets, highways, airports and canals); Self-propelled compactor (without dozer); Signalperson; Slip-form pumps (lifting device for concrete forms); Tie spacer; Tower mobile; Trenching machine, maximum digging capacity up to and including 5 ft. depth; Truck- type loader

GROUP 8: Bit sharpener; Boiler tender; Box operator; Brakeperson; Combination mixer and compressor (shotcrete/gunite); Compressor operator; Deckhand; Fire tender; Forklift (under 20 ft.); Generator; Gunite/shotcrete equipment operator; Hydraulic monitor; Ken seal machine (or similar); Mixermobile; Oiler; Pump

operator; Refrigeration plant; Reservoir-debris tug (self-propelled floating); Ross Carrier (construction site); Rotomist operator; Self-propelled tape machine; Shuttlecar; Self-propelled power sweeper operator (includes vacuum sweeper); Slusher operator; Surface heater; Switchperson; Tar pot firetender; Tugger hoist, single drum; Vacuum cooling plant; Welding machine (powered other than by electricity)

GROUP 8-A: Elevator operator; Skidsteer loader-Bobcat 743 series or smaller, and similar (without attachments); Mini excavator under 25 H.P. (backhoe-trencher); Tub grinder wood chipper

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## ALL CRANES AND ATTACHMENTS

GROUP 1: Clamshell and dragline over 7 cu. yds.; Crane, over 100 tons; Derrick, over 100 tons; Derrick barge pedestal-mounted, over 100 tons; Self-propelled boom-type lifting device, over 100 tons

GROUP 2: Clamshell and dragline over 1 cu. yd. up to and including 7 cu. yds.; Crane, over 45 tons up to and including 100 tons; Derrick barge, 100 tons and under; Self-propelled boom-type lifting device, over 45 tons; Tower crane

GROUP 3: Clamshell and dragline up to and including 1 cu. yd.; Cranes 45 tons and under; Self-propelled boom-type lifting device 45 tons and under;

GROUP 4: Boom Truck or dual purpose A-frame truck, non-rotating over 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) over 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) - under 15 tons;

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## PILEDRIVERS

GROUP 1: Derrick barge pedestal mounted over 100 tons; Clamshell over 7 cu. yds.; Self-propelled boom-type lifting device over 100 tons; Truck crane or crawler, land or barge mounted over 100 tons

GROUP 2: Derrick barge pedestal mounted 45 tons to and including 100 tons; Clamshell up to and including 7 cu. yds.; Self-propelled boom-type lifting device over 45 tons; Truck crane or crawler, land or barge mounted, over 45 tons up to and including 100 tons; Fundex F-12 hydraulic pile rig

GROUP 3: Derrick barge pedestal mounted under 45 tons; Self-propelled boom-type lifting device 45 tons and under; Skid/scow piledriver, any tonnage; Truck crane or crawler, land or barge mounted 45 tons and under

GROUP 4: Assistant operator in lieu of assistant to engineer; Forklift, 10 tons and over; Heavy-duty repairperson/welder

GROUP 5: Deck engineer

GROUP 6: Deckhand; Fire tender

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### STEEL ERECTORS

GROUP 1: Crane over 100 tons; Derrick over 100 tons; Self-propelled boom-type lifting device over 100 tons

GROUP 2: Crane over 45 tons to 100 tons; Derrick under 100 tons; Self-propelled boom-type lifting device over 45 tons to 100 tons; Tower crane

GROUP 3: Crane, 45 tons and under; Self-propelled boom-type lifting device, 45 tons and under

GROUP 4: Chicago boom; Forklift, 10 tons and over; Heavy-duty repair person/welder

GROUP 5: Boom cat

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### TUNNEL AND UNDERGROUND WORK

GROUP 1-A: Tunnel bore machine operator, 20' diameter or more

GROUP 1: Heading shield operator; Heavy-duty repairperson; Mucking machine (rubber tired, rail or track type); Raised bore operator (tunnels); Tunnel mole bore operator

GROUP 2: Combination slusher and motor operator; Concrete pump or pumcrete gun; Power jumbo operator

GROUP 3: Drill doctor; Mine or shaft hoist

GROUP 4: Combination slurry mixer cleaner; Grouting Machine operator; Motorman

GROUP 5: Bit Sharpener; Brakeman; Combination mixer and compressor (gunite); Compressor operator; Oiler; Pump

operator; Slusher operator

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AREA DESCRIPTIONS:

POWER EQUIPMENT OPERATORS, CRANES AND ATTACHMENTS, TUNNEL AND UNDERGROUND [These areas do not apply to Piledrivers and Steel Erectors]

AREA 1: DEL NORTE, HUMBOLDT, LAKE, MENDOCINO  
AREA 2 -NOTED BELOW

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

DEL NORTE COUNTY:

Area 1: Extreme Southwest corner  
Area 2: Remainder

HUMBOLDT COUNTY:

Area 1: Except Eastern and Southwestern parts  
Area 2: Remainder

LAKE COUNTY:

Area 1: Southern part  
Area 2: Remainder

MENDOCINO COUNTY:

Area 1: Central and Southeastern Parts  
Area 2: Remainder

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IRON0118-012 01/01/2023

ALPINE, LASSEN, MODOC, SISKIYOU and TRINITY COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 41.00	33.70

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IRON0118-013 01/01/2023

AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, MARIN, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SOLANO, SONOMA, SUTTER, TEHAMA, YOLO and YUBA COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 46.20	34.30

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LABO0067-003 06/26/2023

AREA ""1"" - MARIN and NAPA COUNTIES

AREA ""2"" - ALPINE, AMADOR, BUTTE COLUSA EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA, SUTTER, TEHAMA, TRINITY, YOLO, AND YUBA COUNTIES

Rates Fringes

LABORER (ASBESTOS/MOLD/LEAD LABORER)

Marin and Napa Counties.....	\$ 36.50	28.34
Remaining Counties.....	\$ 35.50	28.34

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LABO0067-005 06/27/2022

AREA ""A"" - ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO AND SANTA CLARA COUNTIES

AREA ""B"" - ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, DEL NORTE, EL DORADO, FRESNO, GLENN, HUMBOLDT, KINGS, LAKE, LASSEN, MADERA, MARIPOSA, MENDOCINO, MERCED, MODOC, MONTEREY, NEVADA, PLACER, PLUMAS, SANCREMENTO, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, SIERRA, SHASTA, SISKIYOU, STANISLAUS, TEHAMA, TRINITY, TULARE, TUOLUMNE, YOLO AND YUBA COUNTIES

Rates Fringes

LABORER (TRAFFIC CONTROL/LANE CLOSURE)

Escort Driver, Flag Person		
Area A.....	\$ 36.01	26.10
Area B.....	\$ 35.01	26.10
Traffic Control Person I		
Area A.....	\$ 36.31	26.10
Area B.....	\$ 35.31	26.10
Traffic Control Person II		
Area A.....	\$ 33.81	26.10
Area B.....	\$ 32.81	26.10

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

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LABO0185-002 07/01/2022

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO AND YUBA COUNTIES

Rates Fringes

LABORER

Mason Tender-Brick.....\$ 35.29 25.21

LABO0185-005 06/26/2023

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO AND YUBA COUNTIES

Rates Fringes

Tunnel and Shaft Laborers:

GROUP 1.....\$ 45.89 27.72
GROUP 2.....\$ 45.66 27.72
GROUP 3.....\$ 45.41 27.72
GROUP 4.....\$ 44.96 27.72
GROUP 5.....\$ 44.42 27.72
Shotcrete Specialist.....\$ 46.41 27.72

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0185-006 06/25/2018

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC,

NEVADA, PLACER, PLUMAS, SACRAMENTO, SHIESTA, SIERRA, SISKIYOU,  
SUTTER, TEHAMA, TRINITY, YOLO, YUBA COUNTIES

Rates Fringes

LABORER (CONSTRUCTION CRAFT

LABORERS - AREA B:)

Construction Specialist

Group.....	\$ 30.49	23.20
GROUP 1.....	\$ 29.79	23.20
GROUP 1-a.....	\$ 30.01	23.20
GROUP 1-c.....	\$ 30.01	23.20
GROUP 1-e.....	\$ 30.34	23.20
GROUP 1-f.....	\$ 30.37	23.20
GROUP 2.....	\$ 29.64	23.20
GROUP 3.....	\$ 29.54	23.20
GROUP 4.....	\$ 23.23	23.20

See groups 1-b and 1-d under laborer classifications.

LABORER (GARDENERS,

HORTICULTURAL & LANDSCAPE

LABORERS - AREA B:)

(1) New Construction.....	\$ 29.54	23.20
(2) Establishment Warranty Period.....	\$ 23.23	23.20

LABORER (GUNITITE - AREA B:)

GROUP 1.....	\$ 29.75	22.31
GROUP 2.....	\$ 29.25	22.31
GROUP 3.....	\$ 28.66	22.31
GROUP 4.....	\$ 28.54	22.31

LABORER (WRECKING - AREA B:)

GROUP 1.....	\$ 29.79	23.20
GROUP 2.....	\$ 29.64	23.20

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive \$0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker;  
Chainsaw; Laser beam in connection with laborers' work;  
Cast-in- place manhole form setter; Pressure pipelayer;  
Davis trencher - 300 or similar type (and all small  
trenchers); Blaster; Diamond driller; Multiple unit drill;  
Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker

and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucket; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive \$4.00 per day above Group 1 wage rates. "Sewer cleaner" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shall receive \$5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive \$ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:

A: at demolition site for the salvage of the material.

B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.

C: for the cleaning of salvage material at the jobsite or

temporary jobsite yard.

The material cleaner classification should not be used in the performance of "form stripping, cleaning and oiling and moving to the next point of erection".

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GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunitelaborer

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WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

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LABO0185-008 07/01/2022

	Rates	Fringes
Plasterer tender.....	\$ 38.02	28.25

Work on a swing stage scaffold: \$1.00 per hour additional.

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LABO0261-002 06/28/2021

MARIN COUNTY

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..	\$ 34.48	26.21
Traffic Control Person I....	\$ 34.78	26.21
Traffic Control Person II...	\$ 32.28	26.21

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash

cushions.

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LABO0261-004 06/26/2023

MARIN COUNTY

Rates Fringes

Tunnel and Shaft Laborers:

GROUP 1.....	\$ 45.89	27.72
GROUP 2.....	\$ 45.66	27.72
GROUP 3.....	\$ 45.41	27.72
GROUP 4.....	\$ 44.96	27.72
GROUP 5.....	\$ 44.42	27.72
Shotcrete Specialist.....	\$ 46.41	27.72

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

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LABO0261-007 07/01/2022

MARIN COUNTY

Rates Fringes

LABORER

Mason Tender-Brick.....	\$ 36.54	25.21
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LABO0261-010 06/25/2018

MARIN COUNTY

Rates Fringes

LABORER (CONSTRUCTION CRAFT

LABORERS - AREA A:)

Construction Specialist

Group.....	\$ 31.49	23.20
GROUP 1.....	\$ 30.79	23.20
GROUP 1-a.....	\$ 31.01	23.20
GROUP 1-c.....	\$ 30.84	23.20
GROUP 1-e.....	\$ 31.34	23.20
GROUP 1-f.....	\$ 31.37	23.20
GROUP 2.....	\$ 30.64	23.20
GROUP 3.....	\$ 30.54	23.20
GROUP 4.....	\$ 24.23	23.20

See groups 1-b and 1-d under laborer classifications.

LABORER (GARDENERS,  
HORTICULTURAL & LANDSCAPE

LABORERS - AREA A:)

(1) New Construction.....\$ 30.54 23.20

(2) Establishment Warranty  
Period.....\$ 24.23 23.20

LABORER (GUNITE - AREA A:)

GROUP 1.....	\$ 30.75	22.31
GROUP 2.....	\$ 30.25	22.31
GROUP 3.....	\$ 29.66	22.31
GROUP 4.....	\$ 29.54	22.31

LABORER (WRECKING - AREA A:)

GROUP 1.....	\$ 30.79	23.20
GROUP 2.....	\$ 30.64	23.20

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive \$0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander,

pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Lead Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and buckler; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive \$4.00 per day above Group 1 wage rates. "Sewer cleaner" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shall receive \$5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive \$ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:

A: at demolition site for the salvage of the material.

B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.

C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of "form stripping, cleaning and oiling and moving to the next point of erection".

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GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Guniting laborer  
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WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)  
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LABO0261-015 07/01/2022

	Rates	Fringes
Plasterer tender.....	\$ 38.02	28.25

Work on a swing stage scaffold: \$1.00 per hour additional.  
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LABO0324-004 06/28/2021

NAPA, SOLANO, AND SONOMA, COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..	\$ 33.48	26.21
Traffic Control Person I....	\$ 33.78	26.21
Traffic Control Person II...	\$ 31.28	26.21

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

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LABO0324-008 06/26/2023

NAPA, SOLANO, AND SONOMA COUNTIES

Rates Fringes

Tunnel and Shaft Laborers:

GROUP 1.....	\$ 45.89	27.72
GROUP 2.....	\$ 45.66	27.72
GROUP 3.....	\$ 45.41	27.72
GROUP 4.....	\$ 44.96	27.72
GROUP 5.....	\$ 44.42	27.72
Shotcrete Specialist.....	\$ 46.41	27.72

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

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LABO0324-010 07/01/2022

SOLANO AND SONOMA COUNTIES

Rates Fringes

LABORER

Mason Tender-Brick.....	\$ 35.84	25.91
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LABO0324-013 06/25/2018

NAPA, SOLANO, AND SONOMA COUNTIES

Rates Fringes

LABORER (CONSTRUCTION CRAFT  
LABORERS - AREA B:)

Construction Specialist		
Group.....	\$ 30.49	23.20
GROUP 1.....	\$ 29.79	23.20
GROUP 1-a.....	\$ 30.01	23.20
GROUP 1-c.....	\$ 29.84	23.20
GROUP 1-e.....	\$ 30.34	23.20
GROUP 1-f.....	\$ 29.37	23.20
GROUP 2.....	\$ 29.64	23.20
GROUP 3.....	\$ 29.54	23.20
GROUP 4.....	\$ 23.23	23.20

See groups 1-b and 1-d under laborer classifications.

LABORER (GARDENERS,  
HORTICULTURAL & LANDSCAPE  
LABORERS - AREA B:)

(1) New Construction.....	\$ 29.54	23.20
(2) Establishment Warranty		
Period.....	\$ 23.23	23.20

LABORER (GUNITE - AREA B:)

GROUP 1.....	\$ 29.75	22.31
GROUP 2.....	\$ 29.25	22.31
GROUP 3.....	\$ 28.66	22.31
GROUP 4.....	\$ 28.54	22.31

LABORER (WRECKING - AREA B:)

GROUP 1.....	\$ 29.79	23.20
GROUP 2.....	\$ 29.64	23.20

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive \$0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

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LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified

hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and buckler; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive \$4.00 per day above Group 1 wage rates. "Sewer cleaner" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shall receive \$5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All

employees performing work covered herein shall receive \$ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:  
A: at demolition site for the salvage of the material.  
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.  
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of "form stripping, cleaning and oiling and moving to the next point of erection".

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GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunitite laborer  
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WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)  
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LABO0324-019 07/01/2022

Rates Fringes

Plasterer tender.....\$ 38.02 28.25

Work on a swing stage scaffold: \$1.00 per hour additional.  
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PAIN0016-004 01/01/2023

MARIN, NAPA, SOLANO & SONOMA COUNTIES

Rates Fringes

Painters:.....\$ 47.42 27.28

PREMIUMS:

EXOTIC MATERIALS - \$1.25 additional per hour.

SPRAY WORK: - \$0.50 additional per hour.

INDUSTRIAL PAINTING - \$0.25 additional per hour

[Work on industrial buildings used for the manufacture and processing of goods for sale or service; steel construction (bridges), stacks, towers, tanks, and similar structures]

HIGH WORK:

over 50 feet - \$2.00 per hour additional

100 to 180 feet - \$4.00 per hour additional

Over 180 feet - \$6.00 per hour additional

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PAIN0016-005 07/01/2023

ALPINE, BUTTE, COLUSA, EL DORADO (west of the Sierra Nevada Mountains), GLENN, LASSEN (west of Hwy. 395, excluding Honey Lake); MARIN, MODOC, NAPA, NEVADA (west of the Sierra Nevada Mountains), PLACER (west of the Sierra Nevada Mountains), PLUMAS, SACRAMENTO, SHASTA, SIERRA (west of the Sierra Nevada Mountains), SISKIYOU, SOLANO, SONOMA, SUTTER, TEHAMA, TRINITY, YOLO AND YUBA COUNTIES

Rates      Fringes

DRYWALL FINISHER/TAPER.....\$ 56.28      29.94

-----  
PAIN0016-007 01/01/2023

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO (west of the Sierra Nevada Mountains), GLENN, LASSEN (west of Highway 395, excluding Honey Lake), MODOC, NEVADA (west of the Sierra Nevada Mountains), PLACER (west of the Sierra Nevada Mountains), PLUMAS, SACRAMENTO, SHASTA, SIERRA (west of the Sierra Nevada Mountains), SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO & YUBA COUNTIES

Rates      Fringes

Painters:.....\$ 38.23      22.05

SPRAY/SANDBLAST: \$0.50 additional per hour.  
EXOTIC MATERIALS: \$1.25 additional per hour.  
HIGH TIME: Over 50 ft above ground or water level \$2.00 additional per hour. 100 to 180 ft above ground or water level \$4.00 additional per hour. Over 180 ft above ground or water level \$6.00 additional per hour.

-----  
PAIN0016-008 01/01/2023

MARIN, NAPA, SOLANO AND SONOMA COUNTIES

Rates      Fringes

SOFT FLOOR LAYER.....\$ 55.25      32.63

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PAIN0169-004 01/01/2023

MARIN, NAPA & SONOMA COUNTIES; SOLANO COUNTY (west of a line defined as follows: Hwy. 80 corridor beginning at the City of Fairfield, including Travis Air Force Base and Suisun City;

going north of Manakas Corner Rd., continue north on Suisun Valley Rd. to the Napa County line; Hwy. 80 corridor south on Grizzly Island Rd. to the Grizzly Island Management area)

Rates Fringes

GLAZIER.....\$ 55.77 32.45

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\* PAIN0567-001 07/01/2022

EL DORADO COUNTY (east of the Sierra Nevada Mountains); LASSEN COUNTY (east of Highway 395, beginning at Stacey and including Honey Lake); NEVADA COUNTY (east of the Sierra Nevada Mountains); PLACER COUNTY (east of the Sierra Nevada Mountains); AND SIERRA COUNTY (east of the Sierra Nevada Mountains)

Rates Fringes

Painters:

Brush and Roller.....\$ 33.15 14.29  
Spray Painter & Paperhanger.\$ 34.81 14.29

PREMIUMS:

Special Coatings (Brush), and Sandblasting = \$0.50/hr  
Special Coatings (Spray), and Steeplejack = \$1.00/hr  
Special Coating Spray Steel = \$1.25/hr  
Swing Stage = \$2.00/hr

\*A special coating is a coating that requires the mixing of 2 or more products.

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PAIN0567-007 07/01/2022

EL DORADO COUNTY (east of the Sierra Nevada Mountains); LASSEN COUNTY (east of Highway 395, beginning at Stacey and including Honey Lake); NEVADA COUNTY (east of the Sierra Nevada Mountains); PLACER COUNTY (east of the Sierra Nevada Mountains) AND SIERRA COUNTY (east of the Sierra Nevada Mountains)

Rates Fringes

SOFT FLOOR LAYER.....\$ 34.27 16.47

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PAIN0567-010 07/01/2022

EL DORADO COUNTY (east of the Sierra Nevada Mountains); LASSEN COUNTY (east of Highway 395, beginning at Stacey and including Honey Lake); NEVADA COUNTY (east of the Sierra Nevada Mountains); PLACER COUNTY (east of the Sierra Nevada Mountains)

Mountains); AND SIERRA COUNTY (east of the Sierra Nevada Mountains)

Rates Fringes

Drywall

(1) Taper.....	\$ 38.92	14.99
(2) Steeplejack - Taper, over 40 ft with open space below.....	\$ 40.42	14.99

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PAIN0767-004 01/01/2023

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SOLANO (Remainder), SUTTER, TEHAMA, TRINITY, YOLO, YUBA

Rates Fringes

GLAZIER.....	\$ 43.15	33.72
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PAID HOLIDAYS: New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day.

Employee required to wear a body harness shall receive \$1.50 per hour above the basic hourly rate at any elevation.

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PAIN1176-001 07/01/2022

HIGHWAY IMPROVEMENT

Rates Fringes

Parking Lot Striping/Highway Marking:

GROUP 1.....	\$ 40.83	17.62
GROUP 2.....	\$ 34.71	17.62
GROUP 3.....	\$ 35.11	17.62

CLASSIFICATIONS

GROUP 1: Striper: Layout and application of painted traffic stripes and marking; hot thermo plastic; tape, traffic stripes and markings

GROUP 2: Gamecourt & Playground Installer

GROUP 3: Protective Coating, Pavement Sealing

ALPINE; COLUSA; EL DORADO (west of the Sierra Nevada Mountains); GLENN; LASSEN (west of Highway 395, beginning at Stacey and including Honey Lake); MODOC; NEVADA (west of the Sierra Nevada Mountains); PLACER (west of the Sierra Nevada Mountains); PLUMAS; SACRAMENTO; SHASTA; SIERRA (west of the Sierra Nevada Mountains); SISKIYOU; SUTTER; TEHAMA; TRINITY; YOLO AND YUBA COUNTIES

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 46.24	25.96

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 PLAS0300-003 07/01/2018

	Rates	Fringes
PLASTERER		
AREA 295: Alpine, Amador, Butte, Colusa, El Dorado, Glenn, Lassen, Modoc, Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Siskiyou, Solano, Sutter, Tehema, Trinity, Yolo & Yuba Counties.....	\$ 32.70	31.68
AREA 355: Marin.....	\$ 36.73	31.68
AREA 355: Napa & Sonoma Counties.....	\$ 32.70	31.68

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 PLAS0300-005 07/01/2016

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...\$ 32.15		23.27

-----  
 PLUM0038-002 07/01/2022

MARIN AND SONOMA COUNTIES

	Rates	Fringes
PLUMBER (Plumber, Steamfitter, Refrigeration Fitter)		
(1) Work on wooden frame structures 5 stories or less excluding high-rise buildings and commercial work such as hospitals, prisons, hotels, schools, casinos, wastewater		

treatment plants, and  
 resarch facilities as well  
 as refrigeration  
 pipefitting, service and  
 repair work - MARKET  
 RECOVERY RATE.....\$ 69.70      46.38  
 (2) All other work - NEW  
 CONSTRUCTION RATE.....\$ 82.00      48.18

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 PLUM0038-006 07/01/2022

MARIN & SONOMA COUNTIES

	Rates	Fringes
Landscape/Irrigation Fitter (Underground/Utility Fitter).....	\$ 69.70	33.15

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 PLUM0228-001 01/01/2023

BUTTE, COLUSA, GLENN, LASSEN, MODOC, PLUMAS, SHASTA, SIERRA,  
 SISKIYOU, SUTTER, TEHAMA, TRINITY & YUBA COUNTIES

	Rates	Fringes
PLUMBER.....	\$ 44.75	37.89

-----  
 PLUM0343-001 07/01/2022

NAPA AND SOLANO COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER		
Light Commercial.....	\$ 30.85	20.40
All Other Work.....	\$ 58.00	40.48

DEFINITION OF LIGHT COMMERCIAL:  
 Work shall include strip shopping centers, office buildings,  
 schools and other commercial structures which the total  
 plumbing bid does not exceed Two Hundred and Fifty Thousand  
 (\$250,000) and the total heating and cooling does not  
 exceed Two Hundred Fifty Thousand (\$250,000); or Any  
 projects bid in phases shall not qualify unless the total  
 project is less than Two Hundred Fifty Thousand (\$250,000)  
 for the plumbing bid; and Two Hundred Fifty Thousand  
 (\$250,000) for the heating and cooling bid. Excluded are  
 hospitals, jails, institutions and industrial projects,  
 regardless size of the project

FOOTNOTES: While fitting galvanized material: \$.75 per hour  
 additional. Work from trusses, temporary staging,  
 unguarded structures 35' from the ground or water: \$.75 per

hour additional. Work from swinging scaffolds, boatswains chairs or similar devices: \$.75 per hour additional.

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PLUM0350-001 08/01/2021

EL DORADO COUNTY (Lake Tahoe area only); NEVADA COUNTY (Lake Tahoe area only); AND PLACER COUNTY (Lake Tahoe area only)

Rates Fringes

PLUMBER/PIPEFITTER.....\$ 47.54 17.11

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PLUM0355-001 07/01/2022

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SOLANO, SUTTER, TEHAMA, TRINITY, YOLO, AND YUBA COUNTIES

Rates Fringes

Underground Utility Worker  
/Landscape Fitter.....\$ 32.22 17.55

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PLUM0442-003 07/01/2023

AMADOR (South of San Joaquin River) and ALPINE COUNTIES

Rates Fringes

PLUMBER.....\$ 51.90 35.64

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PLUM0447-001 07/01/2023

AMADOR (north of San Joaquin River), EL DORADO (excluding Lake Tahoe area), NEVADA (excluding Lake Tahoe area); PLACER (excluding Lake Tahoe area), SACRAMENTO AND YOLO COUNTIES

Rates Fringes

PLUMBER/PIPEFITTER  
Journeyman.....\$ 61.12 28.75  
Light Commercial Work.....\$ 36.23 17.72

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\* ROOF0081-006 08/01/2023

MARIN, NAPA, SOLANO AND SONOMA COUNTIES

Rates Fringes

Roofer.....\$ 52.47      22.31

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\* ROOF0081-007 08/01/2023

ALPINE, BUTTE, COLUSA, EL DORADO, GLENN,LASSEN, MODOC, NEVADA,  
PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER,  
TEHAMA, TRINITY, YOLO, AND YUBA COUNTIES

Rates      Fringes

Roofer.....\$ 46.73      21.36

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SFCA0483-003 01/01/2023

MARIN, NAPA, SOLANO AND SONOMA COUNTIES

Rates      Fringes

SPRINKLER FITTER (Fire  
Sprinklers).....\$ 72.59      36.95

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SFCA0669-003 04/01/2023

ALPINE, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA,  
PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER,  
TEHAMA, TRINITY, YOLO AND YUBA COUNTIES

Rates      Fringes

SPRINKLER FITTER.....\$ 46.46      27.39

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SHEE0104-006 06/29/2020

MARIN, NAPA, SOLANO SONOMA & TRINITY COUNTIES

Rates      Fringes

Sheet Metal Worker  
Mechanical Contracts  
\$200,000 or less.....\$ 55.92      45.29  
All other work.....\$ 64.06      46.83

-----  
SHEE0104-009 07/01/2021

AMADOR, COLUSA, EL DORADO, NEVADA, PLACER, SACRAMENTO, SUTTER,  
YOLO AND YUBA COUNTIES

Rates      Fringes

SHEET METAL WORKER.....\$ 47.85      41.90

SHEE0104-010 07/01/2020

AIPINE COUNTY

Rates Fringes

SHEET METAL WORKER.....\$ 43.50 37.42

SHEE0104-011 07/01/2020

BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, YOLO AND YUBA COUNTIES

Rates Fringes

Sheet Metal Worker (Metal decking and siding only).....\$ 44.45 35.55

SHEE0104-014 07/01/2020

MARIN, NAPA, SOLANO, SONOMA AND TRINITY COUNTIES

Rates Fringes

SHEET METAL WORKER (Metal Decking and Siding only).....\$ 44.45 35.55

SHEE0104-019 07/01/2020

BUTTE, GLENN, LASSEN, MODOC, PLUMAS, SHASTA, SIERRA, SISKIYOU AND TEHAMA COUNTIES

Rates Fringes

SHEET METAL WORKER  
Mechanical Jobs \$200,000 & under.....\$ 35.16 35.88  
Mechanical Jobs over \$200,000.....\$ 46.60 40.21

TEAM0094-001 07/01/2022

Rates Fringes

Truck drivers:

GROUP 1.....\$ 36.95 31.14  
GROUP 2.....\$ 37.25 31.14  
GROUP 3.....\$ 37.55 31.14  
GROUP 4.....\$ 37.90 31.14  
GROUP 5.....\$ 38.25 31.14

## FOOTNOTES:

Articulated dump truck; Bulk cement spreader (with or without auger); Dumpcrete truck; Skid truck (debris box); Dry pre-batch concrete mix trucks; Dumpster or similar type; Slurry truck: Use dump truck yardage rate.  
Heater planer; Asphalt burner; Scarifier burner; Industrial lift truck (mechanical tailgate); Utility and clean-up truck: Use appropriate rate for the power unit or the equipment utilized.

## TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Dump trucks, under 6 yds.; Single unit flat rack (2-axle unit); Nipper truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump machine; Fork lift and lift jitneys; Fuel and/or grease truck driver or fuel person; Snow buggy; Steam cleaning; Bus or personhaul driver; Escort or pilot car driver; Pickup truck; Teamster oiler/greaser and/or serviceworker; Hook tender (including loading and unloading); Team driver; Tool room attendant (refineries)

GROUP 2: Dump trucks, 6 yds. and under 8 yds.; Transit mixers, through 10 yds.; Water trucks, under 7,000 gals.; Jetting trucks, under 7,000 gals.; Single-unit flat rack (3-axle unit); Highbed heavy duty transport; Scissor truck; Rubber-tired muck car (not self-loaded); Rubber-tired truck jumbo; Winch truck and "A" frame drivers; Combination winch truck with hoist; Road oil truck or bootperson; Buggymobile; Ross, Hyster and similar straddle carriers; Small rubber-tired tractor

GROUP 3: Dump trucks, 8 yds. and including 24 yds.; Transit mixers, over 10 yds.; Water trucks, 7,000 gals. and over; Jetting trucks, 7,000 gals. and over; Vacuum trucks under 7500 gals. Trucks towing tilt bed or flat bed pull trailers; Lowbed heavy duty transport; Heavy duty transport tiller person; Self-propelled street sweeper with self-contained refuse bin; Boom truck - hydro-lift or Swedish type extension or retracting crane; P.B. or similar type self-loading truck; Tire repairperson; Combination bootperson and road oiler; Dry distribution truck (A bootperson when employed on such equipment, shall receive the rate specified for the classification of road oil trucks or bootperson); Ammonia nitrate distributor, driver and mixer; Snow Go and/or plow

GROUP 4: Dump trucks, over 25 yds. and under 65 yds.; Water pulls - DW 10's, 20's, 21's and other similar equipment when pulling Aqua/pak or water tank trailers; Helicopter pilots (when transporting men and materials); Lowbed Heavy Duty Transport up to including 7 axles; DW10's, 20's, 21's

and other similar Cat type, Terra Cobra, LeTourneau Pulls, Tournorocker, Euclid and similar type equipment when pulling fuel and/or grease tank trailers or other miscellaneous trailers; Vacuum Trucks 7500 gals and over and truck repairman

GROUP 5: Dump trucks, 65 yds. and over; Holland hauler; Low bed Heavy Duty Transport over 7 axles

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

### Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is

based.

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## WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board

4.) All decisions by the Administrative Review Board are final.



END OF GENERAL DECISIO"



April 3, 2024

**Eric Lucan, Chair**  
Marin County Board of Supervisors

**Melanie Bagby, Vice Chair**  
Sonoma County Mayors' and  
Councilmembers Association

**Kate Colin**  
Transportation Authority of Marin

**Chris Coursey**  
Sonoma County Board of Supervisors

**Rachel Farac**  
Transportation Authority of Marin

**Debora Fudge**  
Sonoma County Mayors' and  
Councilmembers Association

**Patty Garbarino**  
Golden Gate Bridge,  
Highway/Transportation District

**Barbara Pahre**  
Golden Gate Bridge,  
Highway/Transportation District

**Gabe Paulson**  
Marin County Council of Mayors and  
Councilmembers

**David Rabbitt**  
Sonoma County Board of Supervisors

**Chris Rogers**  
Sonoma County Mayors' and  
Councilmembers Association

**Mary Sackett**  
Marin County Board of Supervisors

**Eddy Cumins**  
General Manager

5401 Old Redwood Highway  
Suite 200  
Petaluma, CA 94954  
Phone: 707-794-3330  
Fax: 707-794-3037  
[www.SonomaMarinTrain.org](http://www.SonomaMarinTrain.org)

Sonoma-Marin Area Rail Transit Board of Directors  
5401 Old Redwood Highway, Suite 200  
Petaluma, CA 94954

**SUBJECT:** Adopt a Resolution Authorizing the General Manager to Award Agreement No. CV-PS-24-001 with RSE Corporation for a not-to-exceed amount of \$1,200,000 over a 5-year period.

Dear Board Members:

**RECOMMENDATION:**

Adopt Resolution No. 2024-07 Authorizing the General Manager to execute professional services agreement No. CV-PS-24-001 with RSE Corporation with a not-to-exceed amount of \$1,200,000 and a term of up to 5 years. This agreement is for as needed civil engineering and land surveying services to support design and construction activities.

**SUMMARY:**

SMART continues to design and construct passenger rail and pathway projects. This as-needed civil engineering and land surveying contract will provide additional expertise and capacity to supplement SMART staff with the design and construction of various projects.

A formal Request for Proposals was issued on January 19, 2024, for On Call Civil Engineering, Design, and Land Surveying Services under Solicitation No. CV-PS-24-001. SMART received three proposals on February 16, 2024. A selection committee evaluated and ranked the technical proposals received based on the evaluation criteria included in the Request for Proposals, which included, Firm Experience, Service Approach & Resource Capacity, Key Personnel Qualifications and Experience, and Demonstrated History of Performing Similar Work. RSE Corporation's Proposal was the top ranked Proposal following the evaluation. SMART proceeded with the review and negotiation of pricing with RSE Corporation resulting in fair and reasonable rates.

RSE Corporation is a certified Disadvantaged Business Enterprise (DBE) and Small Business Enterprise (SBE) firm within the State of California, and their subconsultant team includes two certified Small Business Enterprise firms, Cinquini & Passarino, Inc. and Miller Pacific Engineering Group.

Staff recommends approving Resolution No. 2024-07 authorizing the General Manager to award Professional Services Agreement No. CV-PS-24-001 with RSE Corporation in an amount not-to-exceed \$1,200,000 over a 5-year period for On Call Civil Engineering, Design, and Land Surveying Services.

**FISCAL IMPACT:** There is no impact to the budget at this time since this is an on-call contract from which task orders will be issued for particular tasks. The project requesting the work will fund the work.

**REVIEWED BY:** [ x ] Finance     /s/                          [ x ] Counsel     /s/    

Very truly yours,

    /s/  
Bill Gamlen  
Chief Engineer

Attachment(s):

- 1) Resolution No. 2024-07
- 2) RSE Corporation Agreement No. CV-PS-24-001

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE SONOMA-MARIN AREA RAIL TRANSIT DISTRICT APPROVING CONTRACT NO. CV-PS-24-001 WITH RSE CORPORATION FOR ON-CALL CIVIL ENGINEERING, DESIGN, AND LAND SURVEYING SERVICES**

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**WHEREAS**, the Sonoma-Marín Area Rail Transit District (SMART) is expanding the SMART passenger rail and pathway system through design and construction activities; and

**WHEREAS**, SMART has determined that additional professional services resources are needed to assist staff in the areas of civil engineering, design, and surveying, and

**WHEREAS**, SMART issued a Request for Proposals on January 19, 2024, for professional civil engineering, design, and land surveying services; and

**WHEREAS**, SMART received three (3) proposals on February 16, 2024; and

**WHEREAS**, SMART’s Selection Committee determined that RSE Corporation was the highest-ranking proposer and subsequently negotiated fair and reasonable rates; and

**NOW, THEREFORE, BE IT RESOLVED THAT THE BOARD OF DIRECTORS OF SMART HEREBY FINDS, DETERMINES, DECLARES, AND ORDERS AS FOLLOWS:**

1. The forgoing Recitals are true and correct and are incorporated herein and form a part of this Resolution.
2. Authorize the General Manager to execute Contract No. CV-PS-24-001 with RSE Corporation for a total not-to-exceed contract amount of \$1,200,000 and a maximum period of 5 years.

**PASSED AND ADOPTED** at a regular meeting of the Board of Directors of the Sonoma-Marín Area Rail Transit District held on the 3<sup>rd</sup> day of April 2024, by the following vote:

**DIRECTORS:**

AYES:

NOES:

ABSENT:

ABSTAIN:

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Eric Lucan, Chair, Board of Directors  
Sonoma-Marín Area Rail Transit District

ATTEST:

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Leticia Rosas, Clerk of Board of Directors  
Sonoma-Marín Area Rail Transit District

## AGREEMENT FOR CONSULTANT SERVICES

This agreement (“Agreement”), dated as of April 3, 2024 (“Effective Date”) is by and between the Sonoma-Marín Area Rail Transit District (hereinafter “SMART”), and RSE Corporation (hereinafter “Consultant”).

### RECITALS

WHEREAS, Consultant represents that it is a duly qualified, licensed, and experienced in the areas of general civil engineering, design, and land surveying services within the State of California; and

WHEREAS, in the judgment of the Board of Directors of SMART or District, it is necessary and desirable to employ the services of Consultant to provide general civil engineering, design, and land surveying services on an as-needed and task-order basis; and

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereto agree as follows:

### AGREEMENT

#### **ARTICLE 1. RECITALS.**

Section 1.01 The above Recitals are true and correct.

#### **ARTICLE 2. LIST OF EXHIBITS.**

Section 2.01 The following exhibits are attached hereto and incorporated herein:

- (a) Exhibit A: Scope of Work & Timeline
- (b) Exhibit B: Schedule of Rates
- (c) Exhibit C: SMART Design Criteria Manual
- (d) Exhibit D: Federal Requirements
- (e) Exhibit E: Federal Wage Determination

#### **ARTICLE 3. REQUEST FOR SERVICES.**

Section 3.01 Initiation Conference. SMART’s Chief Engineer or designee (hereinafter “SMART Manager”) will initiate all requests for services through the issuance of a written Task Order.

Section 3.02 Amount of Work. SMART does not guarantee a minimum or maximum amount of work under this Agreement.

#### **ARTICLE 4. SCOPE OF SERVICES.**

Section 4.01 Scope of Work. Consultant shall perform services within the timeframe outlined in **Exhibit A** (cumulatively referred to as the “Scope of Work”).

Section 4.02 Cooperation With SMART. Consultant shall cooperate with the SMART Manager in the performance of all work hereunder.

Section 4.03 Performance Standard. Consultant shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Consultant’s profession. If SMART determines that any of Consultant’s work is not in accordance with such level of competency and standard of care, SMART, in its sole discretion, shall have the right to do any or all of the following: (a) require Consultant to meet with SMART to review the quality of the work and resolve matters of concern; (b) require Consultant to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of Article 7; or (d) pursue any and all other remedies at law or in equity.

#### Section 4.04 Assigned Personnel.

- (a) Consultant shall assign only competent personnel to perform work hereunder. In the event that at any time SMART, in its sole discretion, desires the removal of any person or persons assigned by Consultant to perform work hereunder, Consultant shall remove such person or persons immediately upon receiving written notice from SMART.
- (b) Any and all persons identified in this Agreement or any exhibit hereto as the project manager, project team, or other professional performing work hereunder on behalf of the Consultant are deemed by SMART to be key personnel whose services were a material inducement to SMART to enter into this Agreement, and without whose services SMART would not have entered into this Agreement. Consultant shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of SMART. Key personnel shall be as listed in the applicable Task Order.
- (c) In the event that any of Consultant’s personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness or other factors outside of Consultant’s control, Consultant shall be responsible for timely provision of adequately qualified replacements.
- (d) Consultant shall assign the following key personnel for the term of this Agreement:

Phil Leong, PE (Project Manager)  
Bernard Susanto, PE (QA / Technical Advisor)  
Bill Silva, PE (QA / Technical Advisor)

Jennifer MA, PE (Rail Engineering)  
Jorge Sanchez, PE (General Civil Engineering)  
Blake Clark, PE (Utility and Design Coordination)  
Matt Wargula, PE, TE (General Civil Engineering)  
Steve Crupico, PE, QSD/P, LEED AP (Task Order Manager)  
Cody Festa, PLS (Surveying)  
Jim Dickey, PLS (Surveying)  
Mike Jewett, CEG (Geotechnical Engineering)  
Mahvash Harms, PE, SE (Structural Engineering)

## **ARTICLE 5. PAYMENT.**

For all services required hereunder, Consultant shall be paid in accordance with the following terms:

Section 5.01 Payments for each Task Order will be made monthly in arrears based on services provided and actual costs incurred. Consultant shall submit its invoices in arrears on a monthly basis in a form approved by the Chief Financial Officer. The invoices shall identify the task order and shall show or include: (i) the task(s) performed; (ii) the time in quarter hours devoted to the task(s); (iii) the hourly rate or rates of the persons performing the task(s); (iv) copies of receipts for reimbursable materials/expenses, if any, (v) certified payroll reports, and (vi) SBE and DBE Participation and Payment Summary showing the dollar amounts paid to each SBE and DBE firm on the invoice and a running total for the task. All reimbursable expenses must comply with SMART's Travel Guidelines and must receive prior approval. Consultant's reimbursement for materials/expenses shall not include items already included in Consultant's overhead as may be billed as a part of its labor rates set forth in **Exhibit B**. SMART does not reimburse Consultant for travel time. SMART shall pay Consultant within 30 days following submission of an accurate invoice.

Section 5.02 Consultant will be reimbursed for hours worked at the hourly rates specified in **Exhibit B**. The specified hourly rates shall include direct salary costs, employee benefits, prevailing wages, employer payments, overhead, and fee. These rates are not adjustable for the performance period set forth in this Agreement. In addition, Consultant shall be reimbursed for incurred (actual) direct costs other than salary costs that are identified in **Exhibit B** and authorized in the executed Task Order. Task Orders may be negotiated for a lump sum (Firm Fixed Price) or for specific rates of compensation, both of which must be based on the labor and other rates set forth in the **Exhibit B**.

Section 5.03 Consultant shall be responsible for any future adjustments to prevailing wage rates including, but not limited to, base hourly rates and employer payments as determined by the Department of Industrial Relations. Consultant is responsible for paying the appropriate rate, including escalations that take place during the term of the Agreement.

Section 5.04 The total amount payable by SMART for all Task Orders resulting from this Agreement shall not exceed \$1,200,000.00. It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under this Agreement through Task Orders.

Section 5.05 Consultant agrees that 48 CFR Part 31, Contract Cost Principles and Procedures shall be used to determine the allowability of individual terms of cost.

Section 5.06 Consultant also agrees to comply with Federal procedures in accordance with 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

Section 5.07 Any costs for which payment has been made to the Consultant that are determined by subsequential audit to be unallowable under 48 CFR Part 31 or 2 CFR Part 200 are subject to repayment by the Consultant to SMART.

Section 5.08 When a Consultant or Subconsultant is a Non-Profit Organization or an Institution of Higher Education, the Cost Principles for Title 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards shall apply.

Section 5.09 Consultant must submit all invoices on a timely basis, but no later than thirty (30) days from the date the services/charges were incurred. Time is of the essence with respect to submission of invoices and failure by Consultant to abide by these requirements may delay or prevent payment of invoices or cause such invoices to be returned to the Consultant unpaid.

## **ARTICLE 6. TERM OF AGREEMENT.**

Section 6.01 The term of this Agreement shall remain in effect through March 31, 2029 or whenever the not-to-exceed amount is reached, whichever occurs first, unless terminated earlier in accordance with the provisions of **Article 7** below. The period of performance for each specific project shall be in accordance with the Task Order for that project. No Task Order will be written which extends beyond the expiration date of this Agreement.

## **ARTICLE 7. TERMINATION.**

Section 7.01 Termination Without Cause. The District's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the District for any payment may arise until funds are made available by the District for this contract and until the Contractor or Consultant receives notice of such availability, as such and notwithstanding any other provision of this Agreement, at any time and without cause, SMART shall have the right, at their sole discretion, to terminate this Agreement by giving 30 days written notice to the other party.

Section 7.02 Termination for Cause. Notwithstanding any other provision of this Agreement, should Consultant fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement, SMART may immediately terminate this Agreement by giving Consultant written notice of such termination, stating the reason for termination.

Section 7.03 Delivery of Work Product and Final Payment Upon Termination. In the event of termination by either party, Consultant, within 14 days following the date of termination, shall deliver to SMART all materials and work product subject to **Section 12.08** and shall submit to SMART an invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination.

Section 7.04 Payment Upon Termination. Upon termination of this Agreement by SMART, Consultant shall be entitled to receive as full payment for all services satisfactorily rendered and expenses incurred hereunder, an amount which bears the same ratio to the total payment specified in the Agreement as the services satisfactorily rendered hereunder by Consultant bear to the total services otherwise required to be performed for such total payment; provided, however, that if services are to be paid on an hourly or daily basis, then Consultant shall be entitled to receive as full payment an amount equal to the number of hours or days actually worked prior to termination times the applicable hourly or daily rate; provided further that if SMART terminates the Agreement for cause pursuant to **Section 7.02**, SMART shall deduct from such amount the amount of damage, if any, sustained by SMART by virtue of the breach of the Agreement by Consultant.

Section 7.05 Authority to Terminate. The Board of Directors has the authority to terminate this Agreement on behalf of SMART. In addition, the General Manager, in consultation with SMART Counsel, shall have the authority to terminate this Agreement on behalf of SMART.

## **ARTICLE 8. INDEMNIFICATION**

Consultant agrees to accept all responsibility for loss or damage to any person or entity, including SMART, and to indemnify, hold harmless, and release SMART, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Consultant, to the extent caused by the Consultant's negligence, recklessness or willful misconduct in its performance or obligations under this Agreement. Consultant agrees to provide a complete defense for any claim or action brought against SMART based upon a claim relating to Consultant's performance or obligations under this Agreement. Consultant's obligations under this Section 8 apply whether or not there is concurrent negligence on SMART's part, but to the extent required by law, excluding liability due to SMART's conduct. SMART shall have the right to select its legal counsel at Consultant's expense, subject to Consultant's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Consultant or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

## **ARTICLE 9. INSURANCE.**

With respect to performance of work under this Agreement, Consultant shall maintain and shall require all of its Subcontractors, Consultants, and other agents to maintain, insurance as described below. If the Consultant maintains broader coverage and/or higher limits than the minimums shown below, SMART requires and shall be entitled to the broader coverage and/or the higher limits maintained by

the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to SMART.

Section 9.01 Workers' Compensation Insurance. Workers' Compensation as required by the State of California, with Statutory Limits, and Employer's Liability insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

Section 9.02 General Liability Insurance. Commercial General Liability insurance covering products-completed and ongoing operations, property damage, bodily injury and personal injury using an occurrence policy form, in an amount no less than \$2,000,000 per occurrence, and \$4,000,000 aggregate. Said policy shall include a Railroads CG 24 17 endorsement removing the exclusion of coverage, if applicable, for bodily injury or property damage arising out of operations within 50 feet of any railroad property and affecting any railroad bridge, trestle, tracks, roadbeds, tunnel, underpass or crossing.

Section 9.03 Automobile Insurance. Automobile Liability insurance covering bodily injury and property damage in an amount no less than \$1,000,000 combined single limit for each occurrence. Said insurance shall include coverage for owned, hired, and non-owned vehicles. Said policy shall also include a CA 20 70 10 13 endorsement removing the exclusion of coverage for bodily injury or property damage arising out of operations within 50 feet of any railroad bridge, trestle, track, roadbeds, tunnel, underpass or crossing.

Section 9.04 Professional Liability Insurance (Errors and Omissions). Professional Liability insurance with limit no less than \$2,000,000 per occurrence and \$4,000,000 aggregate.

Section 9.05 Endorsements. Prior to commencing work, Consultant shall file Certificate(s) of Insurance with SMART evidencing the required coverage and endorsement(s) and, upon request, a certified duplicate original of any of those policies. Said endorsements and Certificate(s) of Insurance shall stipulate:

- (a) SMART, its officers, and employees shall be named as additional insured on all policies listed above, with the exception of the workers compensation insurance policy and the professional services liability policy (if applicable).
- (b) That the policy(ies) is Primary Insurance and the insurance company(ies) providing such policy(ies) shall be liable thereunder for the full amount of any loss or claim which Consultant is liable, up to and including the total limit of liability, without right of contribution from any other insurance effected or which may be effected by the Insureds.
- (c) Inclusion of the Insureds as additional insureds shall not in any way affect its rights either as respects any claim, demand, suit or judgment made, brought or recovered against Consultant. Said policy shall protect Consultant and the Insureds in the same manner as though a separate policy had been issued to each, but nothing in said policy shall operate to increase the insurance company's liability as set forth in its policy beyond the amount

or amounts shown or to which the insurance company would have been liable if only one interest had been named as an insured.

- (d) Consultant hereby grants to SMART a waiver of any right to subrogation which any insurer of said Consultant may acquire against SMART by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not SMART has received a waiver of subrogation endorsement from the insurer.
- (e) The insurance policy(ies) shall be written by an insurance company or companies acceptable to SMART. Such insurance company shall be authorized to transact business in the state of California.

SMART reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances.

Section 9.06 Deductibles and Retentions. Consultant shall be responsible for payment of any deductible or retention on Consultant's policies without right of contribution from SMART. Deductible and retention provisions shall not contain any restrictions as to how or by whom the deductible or retention is paid. Any deductible or retention provision limiting payment to the name insured is not acceptable.

Section 9.07 Claims Made Coverage. If any insurance specified above is written on a claims-made coverage form, Consultant shall:

- (a) Ensure that the retroactive date is shown on the policy, and such date must be before the date of this Agreement or beginning of any work under this Agreement;
- (b) Maintain and provide evidence of similar insurance for at least three (3) years following project completion, including the requirement of adding all additional insureds; and
- (c) If insurance is cancelled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to Agreement effective date, Consultant shall purchase "extending reporting" coverage for a minimum of three (3) years after completion of the work.

Section 9.08 Documentation. The following documentation shall be submitted to SMART:

- (a) Properly executed Certificates of Insurance clearly evidencing all coverages and limits required above. Said Certificates shall be submitted prior to the execution of this Agreement. At SMART's request, Consultant shall provide certified copies of the policies that correspond to the policies listed on the Certificates of Insurance. Consultant agrees to maintain current Certificates of Insurance evidencing the above-required coverages and limits on file with SMART for the duration of this Agreement.

- (b) Copies of properly executed endorsements required above for each policy. Said endorsement copies shall be submitted prior to the execution of this Agreement. Consultant agrees to maintain current endorsements evidencing the above-specified requirements on file with SMART for the duration of this Agreement.
- (c) After the Agreement has been signed, signed Certificates of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.

Please email all renewal certificates of insurance and corresponding policy documents to [InsuranceRenewals@sonomamarintrain.org](mailto:InsuranceRenewals@sonomamarintrain.org).

Section 9.09 Policy Obligations. Consultant's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

Section 9.10 Material Breach. If Consultant, for any reason, fails to maintain insurance coverage, which is required pursuant to this Agreement, the same shall be deemed a material breach of this Agreement. SMART, in its sole option, may terminate this Agreement and obtain damages from Consultant resulting from said breach. Alternatively, SMART may purchase such required insurance coverage, and without further notice to Consultant, SMART may deduct from sums due to Consultant any premium costs advanced by SMART for such insurance. These remedies shall be in addition to any other remedies available to SMART.

Section 9.11 Notice of Cancellation. Each insurance policy required above shall provide that coverage shall not be cancelled, except with notice to SMART.

## **ARTICLE 10. PROSECUTION OF WORK.**

When work is requested of Consultant by SMART, all due diligence shall be exercised and the work accomplished without undue delay, within the performance time specified in the Task Order. Performance of the services hereunder shall be completed within the time required by the Task Order, provided, however, that if the performance is delayed by earthquake, flood, or wildfire, the time for Consultant's performance of this Agreement shall be extended by a number of days equal to the number of days Consultant has been delayed.

## **ARTICLE 11. EXTRA OR CHANGED WORK.**

Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. The Board of Directors, General Manager, or Chief Financial Officer must authorize all other extra or changed work. The parties expressly recognize that SMART personnel are without authorization to order extra or changed work or waive Agreement requirements. Failure of Consultant to secure such written amendment for extra or changed work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work and thereafter Consultant shall be entitled to no compensation whatsoever for the performance of such work. Consultant further expressly waives any

and all right or remedy by way of restitution and quantum meruit for any and all extra work performed without such express and prior written authorization of SMART.

## **ARTICLE 12. REPRESENTATIONS OF CONSULTANT.**

Section 12.01 Standard of Care. SMART has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant hereby agrees that all its work will be performed and that its operations shall be conducted in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Consultant's work by SMART shall not operate as a waiver or release.

Section 12.02 Status of Consultant. The parties intend that Consultant, in performing the services specified herein, shall act as an independent Contractor and shall control the work and the manner in which it is performed. Consultant is not to be considered an agent or employee of SMART and is not entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits SMART provides its employees. In the event SMART exercises its right to terminate this Agreement pursuant to **Article 7**, above, Consultant expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

Section 12.03 Taxes. Consultant agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including but not limited to state and federal income and FICA taxes. Consultant agrees to indemnify and hold SMART harmless from any liability which it may incur to the United States or to the State of California as a consequence of Consultant's failure to pay, when due, all such taxes and obligations. In case SMART is audited for compliance regarding any withholding or other applicable taxes, Consultant agrees to furnish SMART with proof of payment of taxes on these earnings.

Section 12.04 Records Maintenance. Consultant shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement and shall make such documents and records available to SMART, the Federal Transit Administration, the Federal Railroad Administration, or Caltrans Auditors for inspection at any reasonable time. For the purposes of determining compliance with Gov. Code 8546.7, the Consultant, Subconsultants, and SMART shall maintain all books, documents, papers, accounting records, Independent CPA Audited Indirect Cost Rate workpapers, and other evidence pertaining to the performance of the Agreement including, but not limited to, the costs of administering the Agreement. Consultant shall maintain such records for a period of four (4) years following the date of final payment under the Agreement. Consultant and Subconsultants shall permit access to all records of employment, employment advertisements, employment application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission, or any other agency of the State of California designated by the State, for the purpose of any investigation to ascertain compliance with this document.

Section 12.05 Audit Reviews. Consultant and subconsultant Agreements, including cost proposals and Indirect Cost Rates (ICR), may be subject to audits or reviews such as, but not limited to, an Agreement audit, an incurred cost audit, an ICR audit, or a CPA ICR audit work paper review. If selected for audit or review, the Agreement, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is the Consultant's responsibility to ensure federal, SMART, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The Agreement, cost proposal, and ICR shall be adjusted by Consultant and approved by SMART to conform to the audit or review recommendations. Consultant agrees that individual terms of costs identified in the audit report shall be incorporated into the Agreement by this reference if directed by SMART at its sole discretion. Refusal by Consultant to incorporate audit or review recommendations, or to ensure that the federal, SMART or local governments have access to CPA work papers, will be considered a breach of Agreement terms and cause for termination of the Agreement and disallowance of prior reimbursed costs.

Consultant's Cost Proposal may be subject to a CPA ICR Audit Work Paper Review and/or audit by the Independent Office of Audits and Investigations (IOAI). IOAI, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the Consultant and approved by SMART to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the Consultant to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the Agreement terms and cause for termination of the Agreement and disallowance of prior reimbursed costs.

1. During IOAI's review of the ICR audit work papers created by the Consultant's independent CPA, IOAI will work with the CPA and/or Consultant toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If IOAI identifies significant issues during the review and is unable to issue a cognizant approval letter, SMART will reimburse the Consultant at an accepted ICR until a FAR (Federal Acquisition Regulation) compliant ICR (e.g. 48 CFR Part 31; GAAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials (AASHTO) Audit Guide; and other applicable procedures and guidelines) is received and approved by IOAI.

Accepted rates will be as follows:

- a. If the proposed rate is less than one hundred fifty percent (150%) - the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.
- b. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) - the accepted rate will be eighty-five percent (85%) of the proposed rate.
- c. If the proposed rate is greater than two hundred percent (200%) - the accepted rate will be seventy-five percent (75%) of the proposed rate.

2. If IOAI is unable to issue a cognizant letter per paragraph 1. above, IOAI may require Consultant to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. IOAI will then have up to six (6) months to review the Consultant's and/or the independent CPA's revisions.
3. If the Consultant fails to comply with the provisions of this section, or if IOAI is still unable to issue a cognizant approval letter after the revised independent CPA audited ICR is submitted, overhead cost reimbursement will be limited to the accepted ICR that was established upon initial rejection of the ICR and set forth in paragraph 1. for all rendered services. In this event, this accepted ICR will become the actual and final ICR for reimbursement purposes under this Agreement.
4. Consultant may submit to SMART final invoice only when all of the following items have occurred: (1) IOAI accepts or adjusts the original or revised independent CPA audited ICR; (2) all work under this Agreement has been completed to the satisfaction of SMART; and, (3) IOAI has issued its final ICR review letter. The Consultant must submit its final invoice to SMART no later than sixty (60) calendar days after occurrence of the last of these items. The accepted ICR will apply to this Agreement and all other agreements executed between SMART and the Consultant, either as a prime or subconsultant, with the same fiscal period ICR.

Section 12.06 Conflict of Interest. Consultant covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Consultant further covenants that in the performance of this Agreement no person having any such interests shall be employed. In addition, if requested to do so by SMART, Consultant shall complete and file and shall require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" with SMART disclosing Consultant's or such other person's financial interests.

Section 12.07 Nondiscrimination. Consultant shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition (including cancer), pregnancy, physical disability (including HIV and AIDS), mental disability, denial of family care leave, sexual orientation or other prohibited basis, including without limitation, SMART's Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference. Consultant shall also comply with the provisions of the Fair Employment and Housing Act (California Government Code, Section 12900 et seq.) and applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 11000 et seq).

Section 12.08 Assignment Of Rights. Consultant assigns to SMART all rights throughout the world in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all versions of the plans and specifications and work product, if any, now or later prepared

by Consultant in connection with this Agreement. Consultant agrees to take such actions as are necessary to protect the rights assigned to SMART in this Agreement, and to refrain from taking any action which would impair those rights. Consultant's responsibilities under this provision include, but are not limited to, placing proper notice of copyright on all versions of the plans and specifications as SMART may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of SMART. Consultant shall not use or permit another to use the plans and specifications in connection with this or any other project without first obtaining written permission of SMART.

Section 12.09 Ownership And Disclosure Of Work Product. Any and all work product resulting from this Agreement is commissioned by SMART as a work for hire. SMART shall be considered, for all purposes, the author of the work product and shall have all rights of authorship to the work, including, but not limited to, the exclusive right to use, publish, reproduce, copy and make derivative use of, the work product or otherwise grant others limited rights to use the work product. To the extent Consultant incorporates into the work product any pre-existing work product owned by Consultant, Consultant hereby acknowledges and agrees that ownership of such work product shall be transferred to SMART. All reports, original drawings, graphics, plans, studies, and other data or documents ("documents"), in whatever form or format, assembled or prepared by Consultant and other agents in connection with this Agreement shall be the property of SMART. SMART shall be entitled to immediate possession of such documents upon completion of the work pursuant to this Agreement. Upon expiration or termination of this Agreement, Consultant shall promptly deliver to SMART all such documents, which have not already been provided to SMART in such form or format, as SMART deems appropriate. Such documents shall be and will remain the property of SMART without restriction or limitation. Consultant may retain copies of the above-described documents but agrees not to disclose or discuss any information gathered, discovered, or generated in any way through this Agreement without the express written permission of SMART.

#### **ARTICLE 13. DEMAND FOR ASSURANCE.**

Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received. "Commercially reasonable" includes not only the conduct of a party with respect to performance under this Agreement, but also conduct with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding thirty (30) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance. Nothing in this **Article 13** limits SMART's right to terminate this Agreement pursuant to **Article 7**.

**ARTICLE 14. ASSIGNMENT AND DELEGATION.**

Neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented.

**ARTICLE 15. METHOD AND PLACE OF GIVING NOTICE, SUBMITTING INVOICES AND MAKING PAYMENTS.**

All notices, invoices, and payments shall be made in writing and shall be given by personal delivery, U.S. Mail or email. Notices, invoices, and payments shall be addressed as follows:

If to SMART Manager: Sonoma-Marín Area Rail Transit District  
Attn: Bill Gamlen  
5401 Old Redwood Highway, Suite 200  
Petaluma, CA 94954  
[bgamlen@sonomamarintrain.org](mailto:bgamlen@sonomamarintrain.org)  
707-794-3049

If to SMART Billing: Sonoma-Marín Area Rail Transit District  
Attn: Accounts Payable  
5401 Old Redwood Highway, Suite 200  
Petaluma, CA 94954  
[billing@sonomamarintrain.org](mailto:billing@sonomamarintrain.org)  
707-794-3330

If to Consultant: RSE Corporation  
Attn: Phil Leong, PE  
1075 Old County Road, Suite D  
Belmont, CA 94002  
[pleong@rsecorp.com](mailto:pleong@rsecorp.com)  
650-826-1858

When a notice, invoice or payment is given by a generally recognized overnight courier service, the notice, invoice or payment shall be deemed received on the next business day. When a copy of a notice, invoice or payment is sent by facsimile or email, the notice, invoice or payment shall be deemed received upon transmission as long as (1) the original copy of the notice, invoice or payment is promptly deposited in the U.S. mail and postmarked on the date of the facsimile or email (for a payment, on or before the due date), (2) the sender has a written confirmation of the facsimile transmission or email, and (3) the facsimile or email is transmitted before 5 p.m. (recipient's time). In all other instances, notices, invoices and payments shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this paragraph.

## **ARTICLE 16. MISCELLANEOUS PROVISIONS.**

Section 16.01 Use of Recycled Paper. SMART requires that all printing jobs produced under this Agreement be printed on recycled content papers. Recycled-content papers are defined as papers containing a minimum of 30 percent postconsumer fiber by weight. All papers used in the performance of a print job for SMART shall be recycled-content paper. The recycle logo or “chasing arrows” cannot be used on printed material unless the paper contains a minimum of 30 percent postconsumer material. If paper meets the 30 percent requirement, ask that the recycling logo be printed on the project.

Section 16.02 No Waiver of Breach. The waiver by SMART of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement.

Section 16.03 Construction. To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Consultant and SMART acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. Consultant and SMART acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

Section 16.04 Consent. Wherever in this Agreement the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.

Section 16.05 Prevailing Wages. Consultants and all Subcontractors shall pay to all workers performing covered work not less than the prevailing rate of wages as determined in accordance with the Labor Code as indicated herein.

All Contractors, contractors, and subcontractors doing business with public agencies through the State of California (including SMART) shall comply with applicable labor compliance requirements including, but not limited to prevailing wages, SB 854, Labor Code Sections 1725.5, 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815. Public Works Contractor Registration Programs, Electronic Certified Payroll Records submission to the State Labor Commissioner and other requirements, described at <http://www.dir.ca.gov/Public-Works/Contractors.html>.

Applicable projects are subject to compliance monitoring and enforcement by the California Department of Industrial Relations.

This project is subject to the Federal Wage determination. Whenever the Federal Wage determination and the California Prevailing Wage determinations conflict, the higher rate shall be paid.

Penalties:

1. The Consultant and any of its Subconsultants shall comply with Labor Code §1774 and §1775. Pursuant to Labor Code §1775, the Consultant and any Subconsultant shall forfeit to SMART a penalty of not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of DIR for the work or craft in which the worker is employed for any public work done under the Agreement by the Consultant or by its Subconsultant in violation of the requirements of the Labor Code and in particular, Labor Code §§1770 to 1780, inclusive.
2. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of mistake, inadvertence, or neglect of the Consultant or Subconsultant in failing to pay the correct rate of prevailing wages, or the previous record of the Consultant or Subconsultant in meeting their respective prevailing wage obligations, or the willful failure by the Consultant or Subconsultant to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rates of prevailing wages is not excusable if the Consultant or Subconsultant had knowledge of the obligations under the Labor Code. The Consultant is responsible for paying the appropriate rate, including any escalations that take place during the term of the Agreement.
3. In addition to the penalty and pursuant to Labor Code §1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Consultant or Subconsultant.
4. If a worker employed by a Subconsultant on a public works project is not paid the general prevailing per diem wages by the Subconsultant, the Consultant of the project is not liable for the penalties described above unless the Consultant had knowledge of that failure of the Subconsultant to pay the specified prevailing rate of wages to those workers or unless the Consultant fails to comply with all of the following requirements:
  - A. The Agreement executed between the Consultant and the Subconsultant for the performance of work on public works projects shall include a copy of the requirements in Labor Code §§ 1771, 1775, 1776, 1777.5, 1813, and 1815.
  - B. The Consultant shall monitor the payment of the specified general prevailing rate of per diem wages by the Subconsultant to the employees by periodic review of the certified payroll records of the Subconsultant.

- C. Upon becoming aware of the Subconsultant's failure to pay the specified prevailing rate of wages to the Subconsultant's workers, the Consultant shall diligently take corrective action to halt or rectify the failure, including but not limited to, retaining sufficient funds due the Subconsultant for work performed on the public works project.
  - D. Prior to making final payment to the Subconsultant for work performed on the public works project, the Consultant shall obtain an affidavit signed under penalty of perjury from the Subconsultant that the Subconsultant had paid the specified general prevailing rate of per diem wages to the Subconsultant's employees on the public works project and any amounts due pursuant to Labor Code §1813.
5. Pursuant to Labor Code §1775, SMART shall notify the Consultant on a public works project within fifteen (15) calendar days of receipt of a complaint that a Subconsultant has failed to pay workers the general prevailing rate of per diem wages.
  6. If SMART determines that employees of a Subconsultant were not paid the general prevailing rate of per diem wages and if SMART did not retain sufficient money under the Agreement to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the Consultant shall withhold an amount of moneys due the Subconsultant sufficient to pay those employees the general prevailing rate of per diem wages if requested by SMART.

Hours of Labor:

Eight (8) hours labor constitutes a legal day's work. The Consultant shall forfeit, as a penalty to the SMART, twenty-five dollars (\$25) for each worker employed in the execution of the Agreement by the Consultant or any of its Subconsultants for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of the Labor Code, and in particular §§1810 to 1815 thereof, inclusive, except that work performed by employees in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day and forty (40) hours in any week, at not less than one and one-half (1.5) times the basic rate of pay, as provided in §1815.

Employment of Apprentices:

1. Where either the Prime Agreement or the subagreement exceeds thirty thousand dollars (\$30,000), the Consultant and any subconsultants under him or her shall comply with all applicable requirements of Labor Code §§ 1777.5, 1777.6 and 1777.7 in the employment of apprentices.
2. Consultant's and Subconsultants are required to comply with all Labor Code requirements regarding the employment of apprentices, including mandatory ratios of

journey level to apprentice workers. Prior to commencement of work, Consultant and subconsultants are advised to contact the DIR Division of Apprenticeship Standards website at <https://www.dir.ca.gov/das/>, for additional information regarding the employment of apprentices and for the specific journey-to- apprentice ratios for the Agreement work. The Consultant is responsible for all subconsultants' compliance with these requirements. Penalties are specified in Labor Code §1777.7.

Section 16.06 Licensing Laws. The consultant and all subcontractors shall comply with the provisions of Chapter 9 Division 3 of the Business and Professions code concerning the licensing of contractors. All Contractors shall be licensed in accordance with the laws of the State of California and any Contractor not so licensed is subject to the penalties imposed by such laws. Prior to commencing any work under contract, all Contractors and subcontractors must show that they hold appropriate and current Licenses in the State of California.

Section 16.07 Subcontracting.

A. Subcontractor Listing. Consultant has identified the following Subcontractors under this Agreement:

Name of Subcontractor and Location of Business	Description of Work
Biggs Cardosa Associates, Inc. 865 The Alameda San Jose, CA 95126	Structural Engineering
Cinquini & Passarino, Inc. 1360 No. Dutton Avenue, Suite 150 Santa Rosa, CA 95401	Land Surveying Services
GHD, Inc. 2235 Mercury Way, Suite 150 Santa Rosa, CA 95407	Engineering, Architecture, and Construction Services
Miller Pacific Engineering Group 1360 Redwood Way, Suite B Petaluma, CA 94954	Geological and Geotechnical Engineering

B. Nothing contained in this Agreement or otherwise, shall create any contractual relation between SMART and any Subconsultants, and no subagreement shall relieve the Consultant of its responsibilities and obligations hereunder. The Consultant agrees to be as fully responsible to SMART for the acts and omissions of its Subconsultants and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Consultant. The Consultant's obligation to pay its Subconsultants is an independent obligation from SMART's obligation to make payments to the Consultant.

- C. The Consultant shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted without written authorization by SMART, except that which is expressly identified in the Exhibit B.
- D. Any subagreement entered into as a result of this Agreement, shall contain all the provisions stipulated in this entire Agreement to be applicable to Subconsultants unless otherwise noted.
- D. Consultant shall pay its Subconsultants within fifteen (15) calendar days from receipt of each payment made to the Consultant by SMART.
- E. Any substitution of Subconsultants must be approved in writing by SMART in advance of assigning work to a substitute Subconsultant.
- F. Prompt Progress Payment. Consultant or subconsultant shall pay to any subconsultant, not later than fifteen (15) days after receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed Consultant on account of the work performed by the subconsultants, to the extent of each subconsultant's interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from Consultant or subconsultant to a subconsultant, Consultant or subconsultant may withhold no more than 150 percent of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the licensee to a penalty, payable to the subconsultant, of 2 percent of the amount due per month for every month that payment is not made.

In any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to his or her attorney's fees and costs. The sanctions authorized under this requirement shall be separate from, and in addition to, all other remedies, either civil, administrative, or criminal. This clause applies to both DBE and non-DBE subconsultants.

G. Prompt Payment of Withheld Funds to Subconsultants.

No retainage will be held by SMART from progress payments due to Consultant. Consultants and subconsultants are prohibited from holding retainage from subconsultants. Any delay or postponement of payment may take place only for good cause and with SMART's prior written approval. Any violation of these provisions shall subject the violating Consultant or subconsultant to the penalties, sanctions, and other remedies specified in Section 3321 of the California Civil Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to Consultant or subconsultant in the event of a dispute involving late payment or nonpayment by Consultant, deficient subconsultant performance and/or noncompliance by a subconsultant. This clause applies to both DBE and non-DBE subconsultants.

Section 16.08 Equipment Purchase and Other Capital Expenditures.

- A. Prior authorization in writing by SMART shall be required before Consultant enters into any unbudgeted purchase order, or subcontract exceeding five thousand dollars (\$5,000) for supplies, equipment, or Consultant services. Consultant shall provide an evaluation of the necessity or desirability of incurring such costs.
- B. For purchase of any item, service, or consulting work not covered in Consultant's and exceeding five thousand dollars (\$5,000), with prior authorization SMART, three competitive quotations must be submitted with the request, or the absence of proposal must be adequately justified.
- C. Any equipment purchased with funds provided under the terms of this Agreement is subject to the following:
  - 1. Consultant shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of five thousand dollars (\$5,000) or more. If the purchased equipment needs replacement and is sold or traded in, SMART shall receive a proper refund or credit at the conclusion of the Agreement, or if the Agreement is terminated, Consultant may either keep the equipment and credit SMART in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established SMART procedures; and credit SMART in an amount equal to the sales price. If Consultant elects to keep the equipment, fair market value shall be determined at Consultant's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by SMART and Consultant, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by SMART.
  - 2. Regulation 2 CFR 200 requires a credit to Federal funds when participating equipment with a fair market value greater than five thousand dollars (\$5,000) is credited to the project.

Section 16.09 Conflict of Interest.

- A. During the term of this Agreement, the Consultant shall disclose any financial, business, or other relationship with SMART that may have an impact upon the outcome of this Agreement or any ensuing SMART construction project. The Consultant shall also list current clients who may have a financial interest in the outcome of this Agreement or any ensuing SMART construction project which will follow.
- B. Consultant certifies that it has disclosed to SMART any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this Agreement. Consultant agrees to advise SMART of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this Agreement.

Consultant further agrees to complete any statements of economic interest if required by either SMART or State law.

- C. The Consultant hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this Agreement.
- D. The Consultant hereby certifies that the Consultant or subconsultant and any firm affiliated with the Consultant or subconsultant that bids on any construction contract or on any Agreement to provide construction inspection for any construction project resulting from this Agreement, has established necessary controls to ensure a conflict of interest does not exist. An affiliated firm is one, which is subject to the control of the same persons, through joint ownership or otherwise.

Section 16.10 Contingent Fee. Consultant warrants, by execution of this Agreement that no person or selling agency has been employed, or retained, to solicit or secure this Agreement upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by Consultant for the purpose of securing business. For breach or violation of this warranty, SMART has the right to annul this Agreement without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the Agreement price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

Section 16.11 Safety.

- A. Consultant shall comply with OSHA regulations applicable to Consultant regarding necessary safety equipment or procedures. Consultant shall comply with safety instructions issued by SMART. Consultant personnel shall wear hard hats and safety vests at all times while working on the construction project site.
- B. Pursuant to the authority contained in Vehicle Code §591, SMART has determined that such areas are within the limits of the project and may be open to public traffic. Consultant shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. Consultant shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.
- C. Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Article.

Section 16.12 Drug-Free Workplace. Consultant certifies that it will provide a drug-free workplace in compliance with Government Code §8350-§8357.

Section 16.13 Relationships of the Parties: No Intended Third-Party Beneficiaries. The Parties intend by this Agreement to establish a cooperative funding relationship, and do not intend to create a partnership, joint, venture, joint enterprise, or any other

business relationship. There is no third person or entity who is an intended third-party beneficiary under this Agreement. No incidental beneficiary, whatever relationship such person may have with the Parties, shall have any right to bring an action or suit, or to assert any claim against the Parties under this Agreement. Nothing contained in this Agreement shall be construed to create and the Parties do not intend to create any rights in third parties.

Section 16.14 Applicable Law and Forum. This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Venue for any action to enforce the terms of this Agreement or for the breach thereof shall be in the Superior Court of the State of California in the County of Marin.

Section 16.15 Captions. The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.

Section 16.16 Merger. This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure Section 1856. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

Section 16.17 Acceptance of Electronic Signatures and Counterparts. The parties agree that this Contract, Agreements ancillary to this Contract, and related documents to be entered into this Contract will be considered executed when all parties have signed this Agreement. Signatures delivered by scanned image as an attachment to electronic mail or delivered electronically through the use of programs such as DocuSign must be treated in all respects as having the same effect as an original signature. Each party further agrees that this Contract may be executed in two or more counterparts, all of which constitute one and the same instrument.

Section 16.18 Time of Essence. Time is and shall be of the essence of this Agreement and every provision hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

**CONSULTANT: RSE CORPORATION**

By: \_\_\_\_\_  
Phil Leong, President and Project Manager

Date: \_\_\_\_\_

**SONOMA-MARIN AREA RAIL TRANSIT (SMART)**

By: \_\_\_\_\_  
Eddy Cumins, General Manager

Date: \_\_\_\_\_

**CERTIFICATES OF INSURANCE ON FILE WITH AND APPROVED AS TO SUBSTANCE FOR SMART:**

By: \_\_\_\_\_  
Ken Hendricks, Procurement Manager

Date: \_\_\_\_\_

**APPROVED AS TO FORM FOR SMART:**

By: \_\_\_\_\_  
District Counsel

Date: \_\_\_\_\_

## **EXHIBIT A SCOPE OF WORK & TIMELINE**

### **I. Overview**

The Sonoma-Marín Area Rail Transit District (SMART) is contracting with RSE Corporation to provide as-needed Civil Engineering, Design, and Land Surveying Services on a task order basis.

SMART retains the right to issue separate solicitations for project specific engineering and design services when specific grants require or as deemed appropriate by SMART. In these cases, the Consultant will be allowed to compete for these opportunities if there is no conflict of interest.

### **II. Project Management**

All work shall be initiated, scheduled, and reviewed by SMART's Chief Engineer or designee. All work performed under this contract will require a written Task Order to be executed and issued prior to work commencing. Any work performed outside of a fully executed Task Order will not be reimbursed.

### **III. Scope of Work**

Consultant shall perform all engineering, design, and land surveying services in accordance with SMART's current Design Criteria Manual (Exhibit C), applicable codes and regulations, industry guidelines, and standards, such as those published by the American Railway Engineering and Maintenance-of-Way Association (AREMA).

Written Task Orders will be issued by the SMART Manager to initiate all work. The Task Order will include all work requirements, specifications, deliverables, not-to-exceed amounts, and timelines for completion.

Pursuant to an authorized Task Order, the Consultant shall perform the services and shall include all necessary personnel, material, transportation, lodging, instrumentation, and the specialized facilities and equipment necessary to satisfy all appropriate agencies and is required to ensure compliance with all applicable Federal, State, and Local statutes, laws, codes, regulations, policies, procedures, ordinances, standards, specifications, performance standards, and guidelines, applicable to the Consultant's services and work product. The consultant is responsible for supplying and providing all necessary equipment and protective clothing in accordance with SMART's standards.

All work performed under this contract will require a Task Order to be executed and issued prior to work commencing. Any work performed outside of a fully executed Task Order will not be reimbursed.

#### A. Task Order Work

Consultant may perform any of the following services on an as-needed basis when issued a task order.

1. General Civil Engineering – Developing designs or problem solving for issues such as drainage, grading, site planning, etc.
2. Rail Engineering – Analyzing existing conditions, developing solutions to problems or issues, preparing construction documents, reviewing shop drawings, inspection of existing or new trackwork.
3. Constructability reviews of designs and plans created by others.
4. Land Surveying Services, including:
  - a. Complete survey work including plats and legal
  - b. Records research and interpretation
  - c. Survey locations and elevations of existing features for as-built information
  - d. Marking property lines in the field
  - e. Quality control and review of other surveyor work to ensure that the surveys fit into SMART's datum.
  - f. Monumentation
  - g. Recording any Records of Survey
  - h. Update any GIS data
5. Utility Coordination and Evaluations
6. CADD Drafting – Developing conceptual engineering designs and layouts along with assisting with the organization of existing files.
7. Cost estimating and quantity take-offs.
8. Path of Travel Assessments, designs, and recommendations
9. Other engineering design services as assigned.

## B. Location of Work

Field work may be required and may include night work, weekend work, or work in remote areas within the Sonoma-Marín Area Rail Transit District (SMART) right-of-way and project sites. The locations and requirements will be included in each task order.

## C. General Equipment Requirements

Unless otherwise specified in this Contract or resulting Task Orders, the Consultant shall provide all necessary tools, instruments, equipment, materials, supplies, and safety equipment required to perform the work identified in each Task Order and this Contract accurately, efficiently, and safely. The Consultant's personnel shall be fully trained in the use of such necessary tools, instruments, equipment, materials, supplies, and safety equipment. The Consultant shall not be reimbursed separately for tools of the trade.

## D. General Consultant Requirements

In addition to the requirements specifically included in each Task Order, Consultant shall:

1. Be responsible for supervising, reviewing, monitoring, training, and directing the Consultant's and Subconsultant's personnel.
2. Assign qualified personnel to complete the required Task Order work as specified on an "as-needed" basis in coordination with the SMART Manager. Consultant's personnel may be asked to attend certain special training if recommended by the SMART Manager.
3. Administer personnel actions for Consultant personnel and ensuring appropriate actions taken for Subconsultant personnel.
4. Maintain and submit organized project files for record tracking and auditing.
5. Develop, organize, facilitate, and attend scheduled coordination meetings, and preparation and distribution of meeting minutes.
6. Implement and maintain quality control procedures to manage conflicts, insure product and service accuracy and completion before billing to SMART.
7. Manage Subconsultants.
8. Manage Task Order budgets and provide reports to the SMART Manager.
9. Ensure compliance with the provisions of this Contract and all specified Task Order requirements.
10. Monitor the health and safety of personnel working in a hazardous environment in accordance with all applicable Federal, State, and Local regulations.

11. Have knowledge, experience, and familiarity with prevailing wage issues and requirements in the State of California.
12. Not remove or replace any existing personnel assigned to Task Orders without the prior written consent of the SMART Manager. The removal or replacement of personnel without written approval shall be a violation of the Contract and may result in Termination of the Contract. When assigned consultant personnel is on approved leave and required by the SMART Manager, the Consultant's Contract Manager shall provide a substitute employee until the assigned employee returns to work from the approved leave. The substitute personnel shall have the same job classification, billing rate, and experience level of the previously assigned personnel. Substitute personnel must receive prior written approval from the SMART Manager. Invoices with charges for personnel not identified in the Exhibit B shall not be reimbursed.
13. Follow all safety requirements and direction from the SMART Manager.

#### **IV. Timeline for Each Requirement / Task**

All deliverables and timelines for work will be clearly described in each task order and shall be mutually agreed upon by SMART and Consultant in writing prior to the start of any work being performed.

If SMART determines that the work cannot be performed during normal business hours or the work is necessary at off hours to avoid danger to life or property, or SMART's revenue operations, the Consultant's operations may be restricted to specific hours during the week. Night work or weekend work may be required on certain projects. Additionally, SMART's construction contractor's operations may be restricted to specific hours during the week. These requirements shall be clearly described in each Task Order. Any changes in hours or schedules after the original Task Orders are issued shall be documented by revision to the Task Orders.

#### **V. Acceptance Criteria**

The SMART Manager or designee responsible for each Task Order shall review all work performed by the Consultant to ensure performed work meets the requirements and objectives for each task order. SMART shall not pay the Consultant for the Consultant's work under this Contract and the charges incurred by the Consultant that does not conform to the requirements specified in this Contract and to the applicable Task Order, and such work shall be corrected at the Consultant's sole expense at no additional cost to SMART.

## EXHIBIT B SCHEDULE OF RATES

Note: Mark-ups are Not Allowed

Consultant RSE Corporation

Prime Consultant

Subconsultant

2nd Tier Subconsultant

Contract No: CV-PS-24-001

Date: 3/4/2024

For Combined Rate	Fringe Benefit % 55.40%	+	General & Administrative % 69.35%	=	Combined ICR % 124.76%
<b>OR</b>					
For Home Office Rate	Fringe Benefit % 0.00%	+	General & Administrative % 0.00%	=	Home Office ICR % 0.00%
For Field Office Rate	Fringe Benefit % 0.00%	+	General & Administrative % 0.00%	=	Field Office ICR % 0.00%

FEE % = 10%  
Annual Escalation % = 3%

Name - Job Title/Classification	Hourly Billing Rates			Effective date of hourly rate		Average or Actual hourly rate	% Increase	Hourly Range for Classifications ONLY
	Straight	OT (1.5)	OT (2.0)	From	To			
* Phil Leong, PE   Project Manager Principal Manager	\$309.04	N/A	N/A	4/1/2024	3/31/2025	\$125.00		N/A
	\$318.31	N/A	N/A	4/1/2025	3/31/2026	\$128.75	3.00%	
	\$327.86	N/A	N/A	4/1/2026	3/31/2027	\$132.61	3.00%	
	\$337.70	N/A	N/A	4/1/2027	3/31/2028	\$136.59	3.00%	
	\$347.83	N/A	N/A	4/1/2028	3/31/2029	\$140.69	3.00%	
* Bernard Susanto, PE   QA Manager / Technical Advisor Engineer III	\$284.32	N/A	N/A	4/1/2024	3/31/2025	\$115.00		N/A
	\$292.85	N/A	N/A	4/1/2025	3/31/2026	\$118.45	3.00%	
	\$301.63	N/A	N/A	4/1/2026	3/31/2027	\$122.00	3.00%	
	\$310.68	N/A	N/A	4/1/2027	3/31/2028	\$125.66	3.00%	
	\$320.00	N/A	N/A	4/1/2028	3/31/2029	\$129.43	3.00%	
* Jennifer Ma, PE   Task Order Manager Engineer III	\$284.32	N/A	N/A	4/1/2024	3/31/2025	\$115.00		N/A
	\$292.85	N/A	N/A	4/1/2025	3/31/2026	\$118.45	3.00%	
	\$301.63	N/A	N/A	4/1/2026	3/31/2027	\$122.00	3.00%	
	\$310.68	N/A	N/A	4/1/2027	3/31/2028	\$125.66	3.00%	
	\$320.00	N/A	N/A	4/1/2028	3/31/2029	\$129.43	3.00%	

Name - Job Title/Classification	Hourly Billing Rates			Effective date of hourly rate		Average or Actual hourly rate	% Increase	Hourly Range for Classifications ONLY
	Straight	OT (1.5)	OT (2.0)	From	To			
* Jorge Sanchez, PE   Task Order Manager Engineer III	\$284.32 \$292.85 \$301.63 \$310.68 \$320.00	N/A N/A N/A N/A N/A	N/A N/A N/A N/A N/A	4/1/2024 4/1/2025 4/1/2026 4/1/2027 4/1/2028	3/31/2025 3/31/2026 3/31/2027 3/31/2028 3/31/2029	\$115.00 \$118.45 \$122.00 \$125.66 \$129.43	 3.00% 3.00% 3.00% 3.00%	N/A
* Blake Clark, PE   Task Order Manager Engineer III	\$264.79 \$272.73 \$280.91 \$289.34 \$298.02	N/A N/A N/A N/A N/A	N/A N/A N/A N/A N/A	4/1/2024 4/1/2025 4/1/2026 4/1/2027 4/1/2028	3/31/2025 3/31/2026 3/31/2027 3/31/2028 3/31/2029	\$107.10 \$110.31 \$113.62 \$117.03 \$120.54	 3.00% 3.00% 3.00% 3.00%	N/A
TBD Principal Manager	\$302.86 \$311.95 \$321.31 \$330.94 \$340.87	N/A N/A N/A N/A N/A	N/A N/A N/A N/A N/A	4/1/2024 4/1/2025 4/1/2026 4/1/2027 4/1/2028	3/31/2025 3/31/2026 3/31/2027 3/31/2028 3/31/2029	\$122.50 \$126.18 \$129.96 \$133.86 \$137.87	 3.00% 3.00% 3.00% 3.00%	\$115 - \$130
TBD Engineer III	\$259.60 \$267.38 \$275.40 \$283.67 \$292.18	N/A N/A N/A N/A N/A	N/A N/A N/A N/A N/A	4/1/2024 4/1/2025 4/1/2026 4/1/2027 4/1/2028	3/31/2025 3/31/2026 3/31/2027 3/31/2028 3/31/2029	\$105.00 \$108.15 \$111.39 \$114.74 \$118.18	 3.00% 3.00% 3.00% 3.00%	\$90 - \$120
TBD Engineer II	\$179.24 \$184.62 \$190.16 \$195.87 \$201.74	N/A N/A N/A N/A N/A	N/A N/A N/A N/A N/A	4/1/2024 4/1/2025 4/1/2026 4/1/2027 4/1/2028	3/31/2025 3/31/2026 3/31/2027 3/31/2028 3/31/2029	\$72.50 \$74.68 \$76.92 \$79.22 \$81.60	 3.00% 3.00% 3.00% 3.00%	\$55 - \$90
TBD Engineer I	\$105.07 \$108.23 \$111.47 \$114.82 \$118.26	N/A N/A N/A N/A N/A	N/A N/A N/A N/A N/A	4/1/2024 4/1/2025 4/1/2026 4/1/2027 4/1/2028	3/31/2025 3/31/2026 3/31/2027 3/31/2028 3/31/2029	\$42.50 \$43.78 \$45.09 \$46.44 \$47.83	 3.00% 3.00% 3.00% 3.00%	\$30 - \$55
TBD Survey Manager / ROW Manager	\$247.23 \$254.65 \$262.29 \$270.16 \$278.26	N/A N/A N/A N/A N/A	N/A N/A N/A N/A N/A	4/1/2024 4/1/2025 4/1/2026 4/1/2027 4/1/2028	3/31/2025 3/31/2026 3/31/2027 3/31/2028 3/31/2029	\$100.00 \$103.00 \$106.09 \$109.27 \$112.55	 3.00% 3.00% 3.00% 3.00%	\$90 - \$110
TBD Engineer Technician III	\$222.51 \$229.19 \$236.06 \$243.14 \$250.44	N/A N/A N/A N/A N/A	N/A N/A N/A N/A N/A	4/1/2024 4/1/2025 4/1/2026 4/1/2027 4/1/2028	3/31/2025 3/31/2026 3/31/2027 3/31/2028 3/31/2029	\$90.00 \$92.70 \$95.48 \$98.35 \$101.30	 3.00% 3.00% 3.00% 3.00%	\$80 - \$100

Name - Job Title/Classification	Hourly Billing Rates			Effective date of hourly rate		Average or Actual hourly rate	% Increase	Hourly Range for Classifications ONLY
	Straight	OT (1.5)	OT (2.0)	From	To			
TBD ** Engineer Technician II	\$166.88 \$171.89 \$177.05 \$182.36 \$187.83	\$200.63 \$206.65 \$212.85 \$219.24 \$225.81	\$234.38 \$241.41 \$248.66 \$256.12 \$263.80	4/1/2024 4/1/2025 4/1/2026 4/1/2027 4/1/2028	3/31/2025 3/31/2026 3/31/2027 3/31/2028 3/31/2029	\$67.50 \$69.53 \$71.61 \$73.76 \$75.97	3.00% 3.00% 3.00% 3.00%	\$55 - \$80
TBD ** Engineer Technician I	\$105.07 \$108.23 \$111.47 \$114.82 \$118.26	\$126.32 \$130.11 \$134.02 \$138.04 \$142.18	\$147.57 \$152.00 \$156.56 \$161.26 \$166.10	4/1/2024 4/1/2025 4/1/2026 4/1/2027 4/1/2028	3/31/2025 3/31/2026 3/31/2027 3/31/2028 3/31/2029	\$42.50 \$43.78 \$45.09 \$46.44 \$47.83	3.00% 3.00% 3.00% 3.00%	\$30 - \$55
TBD Admin III / Project Controls Manager	\$216.33 \$222.82 \$229.50 \$236.39 \$243.48	N/A N/A N/A N/A N/A	N/A N/A N/A N/A N/A	4/1/2024 4/1/2025 4/1/2026 4/1/2027 4/1/2028	3/31/2025 3/31/2026 3/31/2027 3/31/2028 3/31/2029	\$87.50 \$90.13 \$92.83 \$95.61 \$98.48	3.00% 3.00% 3.00% 3.00%	\$75 - \$100
TBD Admin II / Project Controls	\$148.34 \$152.79 \$157.37 \$162.10 \$166.96	N/A N/A N/A N/A N/A	N/A N/A N/A N/A N/A	4/1/2024 4/1/2025 4/1/2026 4/1/2027 4/1/2028	3/31/2025 3/31/2026 3/31/2027 3/31/2028 3/31/2029	\$60.00 \$61.80 \$63.65 \$65.56 \$67.53	3.00% 3.00% 3.00% 3.00%	\$45 - \$75
TBD Admin I	\$92.71 \$95.49 \$98.36 \$101.31 \$104.35	N/A N/A N/A N/A N/A	N/A N/A N/A N/A N/A	4/1/2024 4/1/2025 4/1/2026 4/1/2027 4/1/2028	3/31/2025 3/31/2026 3/31/2027 3/31/2028 3/31/2029	\$37.50 \$38.63 \$39.78 \$40.98 \$42.21	3.00% 3.00% 3.00% 3.00%	\$25 - \$50

**NOTES:**

1. Key personnel must be marked with an asterisk (\*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (\*\*). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended.
3. Billing rate = actual hourly rate \* (1+ ICR) \* (1+ Fee). Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans. All costs must comply with the Federal cost principles for reimbursement.
4. For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

SCHEDULE OF OTHER DIRECT COST ITEMS (Add additional pages as necessary)				
Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs		each mile	IRS Rate	IRS Rate
Equipment Rental and Supplies			Actual Cost	Actual Cost
Permit Fees			Actual Cost	Actual Cost
Reproduction			Actual Cost	Actual Cost
Delivery Services			Actual Cost	Actual Cost
			\$ -	\$ -
Subconsultant 1:				\$ -

**NOTES:**

1. List other direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentation.
2. Proposed ODC items should be consistently billed regardless of client and contract type.
3. Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
4. Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
5. Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.
6. Travel related costs should be pre-approved by the contracting agency and shall not exceed current State Department of Personnel Administration rules.
7. If mileage is claimed, the rate should be properly supported by the consultant's calculation of their actual costs for company vehicles. In addition, the miles claimed should be supported by mileage logs.
8. If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is its standard procedure for all of their contracts and that they do not own any vehicles that could be used for the same purpose.
9. The cost proposal format shall not be amended. All costs must comply with the Federal cost principles.
10. Add additional pages if necessary.
11. Subconsultants must provide their own cost proposals.

Note: Mark-ups are Not Allowed

Consultant: GHD Inc.

Prime Consultant

Subconsultant

2nd Tier Subconsultant

Contract No: CV-PS-24-001

Date: 3/5/2024

For Combined Rate	Fringe Benefit % 29.68%	+	General & Administrative % 153.06%	=	Combined ICR % 182.74%
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OR

For Home Office Rate	Fringe Benefit % 29.68%	+	General & Administrative % 153.06%	=	Home Office ICR % 182.74%
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For Field Office Rate	Fringe Benefit % 29.68%	+	General & Administrative % 153.06%	=	Field Office ICR % 182.74%
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FEE % = 10%  
Annual Escalation % = 3%

Name - Job Title/Classification	Hourly Billing Rates			Effective date of hourly rate		Average hourly rate	% Increase	Hourly Range for Classifications ONLY
	Straight	OT (1.5)	OT (2.0)	From	To			
*Bill Silva, PE- Technical Advisor	\$394.74	N/A	N/A	4/1/2024	3/31/2025	\$126.92		N/A
	\$406.58	N/A	N/A	4/1/2025	3/31/2026	\$130.73	3.00%	
	\$418.78	N/A	N/A	4/1/2026	3/31/2027	\$134.65	3.00%	
	\$431.34	N/A	N/A	4/1/2027	3/31/2028	\$138.69	3.00%	
	\$444.28	N/A	N/A	4/1/2028	3/31/2029	\$142.85	3.00%	
*Matt Wargula, PE, TE- Roadway Design	\$276.62	N/A	N/A	4/1/2024	3/31/2025	\$88.94		N/A
	\$284.91	N/A	N/A	4/1/2025	3/31/2026	\$91.61	3.00%	
	\$293.46	N/A	N/A	4/1/2026	3/31/2027	\$94.36	3.00%	
	\$302.27	N/A	N/A	4/1/2027	3/31/2028	\$97.19	3.00%	
	\$311.33	N/A	N/A	4/1/2028	3/31/2029	\$100.10	3.00%	
*Steve Grupico, PE, QSD/P, LEED AP- Task Order Manager	\$212.33	N/A	N/A	4/1/2024	3/31/2025	\$68.27		N/A
	\$218.70	N/A	N/A	4/1/2025	3/31/2026	\$70.32	3.00%	
	\$225.26	N/A	N/A	4/1/2026	3/31/2027	\$72.43	3.00%	
	\$232.02	N/A	N/A	4/1/2027	3/31/2028	\$74.60	3.00%	
	\$238.98	N/A	N/A	4/1/2028	3/31/2029	\$76.84	3.00%	

Name -- Job Title/Classification	Hourly Billing Rates			Effective date of hourly rate		Average hourly rate	% Increase	Hourly Range for Classifications ONLY
	Straight	OT (1.5)	OT (2.0)	From	To			
Enk Fanselau, PE, CFM- Hydrology & Hydraulics	\$251.21	N/A	N/A	4/1/2024	3/31/2025	\$80.77		N/A
	\$258.74	N/A	N/A	4/1/2025	3/31/2026	\$83.19	3.00%	
	\$266.50	N/A	N/A	4/1/2026	3/31/2027	\$85.69	3.00%	
	\$274.50	N/A	N/A	4/1/2027	3/31/2028	\$88.26	3.00%	
	\$282.73	N/A	N/A	4/1/2028	3/31/2029	\$90.91	3.00%	
Brian Baccianni- Permitting Coordination	\$212.33	N/A	N/A	4/1/2024	3/31/2025	\$68.27		N/A
	\$218.70	N/A	N/A	4/1/2025	3/31/2026	\$70.32	3.00%	
	\$225.26	N/A	N/A	4/1/2026	3/31/2027	\$72.43	3.00%	
	\$232.02	N/A	N/A	4/1/2027	3/31/2028	\$74.60	3.00%	
	\$238.98	N/A	N/A	4/1/2028	3/31/2029	\$76.84	3.00%	
Wayne Francisco- Asset Management	\$366.34	N/A	N/A	4/1/2024	3/31/2025	\$117.79		N/A
	\$377.33	N/A	N/A	4/1/2025	3/31/2026	\$121.32	3.00%	
	\$388.65	N/A	N/A	4/1/2026	3/31/2027	\$124.96	3.00%	
	\$400.31	N/A	N/A	4/1/2027	3/31/2028	\$128.71	3.00%	
	\$412.32	N/A	N/A	4/1/2028	3/31/2029	\$132.57	3.00%	
Jeremy Schmal, PE- Utilities Design	\$236.99	N/A	N/A	4/1/2024	3/31/2025	\$76.20		N/A
	\$244.10	N/A	N/A	4/1/2025	3/31/2026	\$78.49	3.00%	
	\$251.43	N/A	N/A	4/1/2026	3/31/2027	\$80.84	3.00%	
	\$258.97	N/A	N/A	4/1/2027	3/31/2028	\$83.27	3.00%	
	\$266.74	N/A	N/A	4/1/2028	3/31/2029	\$85.76	3.00%	
Maya Eoff, PE- Utility Relocation and Protection	\$158.49	N/A	N/A	4/1/2024	3/31/2025	\$50.96		N/A
	\$163.25	N/A	N/A	4/1/2025	3/31/2026	\$52.49	3.00%	
	\$168.14	N/A	N/A	4/1/2026	3/31/2027	\$54.06	3.00%	
	\$173.19	N/A	N/A	4/1/2027	3/31/2028	\$55.69	3.00%	
	\$178.38	N/A	N/A	4/1/2028	3/31/2029	\$57.36	3.00%	
Tim Dillenburg, QSD/QSP- PS&E Prepared by Others Reviewer	\$194.07	\$225.27	\$256.47	4/1/2024	3/31/2025	\$62.40		N/A
	\$199.89	\$232.03	\$264.17	4/1/2025	3/31/2026	\$64.27	3.00%	
	\$205.89	\$238.99	\$272.09	4/1/2026	3/31/2027	\$66.20	3.00%	
	\$212.07	\$246.16	\$280.25	4/1/2027	3/31/2028	\$68.19	3.00%	
	\$218.43	\$253.55	\$288.66	4/1/2028	3/31/2029	\$70.23	3.00%	
Justin Wheeler, PE- Independent Technical Review	\$382.80	N/A	N/A	4/1/2024	3/31/2025	\$123.08		N/A
	\$394.28	N/A	N/A	4/1/2025	3/31/2026	\$126.77	3.00%	
	\$406.11	N/A	N/A	4/1/2026	3/31/2027	\$130.58	3.00%	
	\$418.29	N/A	N/A	4/1/2027	3/31/2028	\$134.49	3.00%	
	\$430.84	N/A	N/A	4/1/2028	3/31/2029	\$138.53	3.00%	

Name - Job Title/Classification	Hourly Billing Rates			Effective date of hourly rate		Average hourly rate	% Increase	Hourly Range for Classifications ONLY
	Straight	OT (1.5)	OT (2.0)	From	To			
Frank Penry, PE, TE, PTOE- Roadway Design and Traffic Eng.	\$295.87	N/A	N/A	4/1/2024	3/31/2025	\$95.13		N/A
	\$304.74	N/A	N/A	4/1/2025	3/31/2026	\$97.98	3.00%	
	\$313.89	N/A	N/A	4/1/2026	3/31/2027	\$100.92	3.00%	
	\$323.30	N/A	N/A	4/1/2027	3/31/2028	\$103.95	3.00%	
	\$333.00	N/A	N/A	4/1/2028	3/31/2029	\$107.07	3.00%	
Byung Lee, PE, TE, - Traffic Eng.	\$227.66	N/A	N/A	4/1/2024	3/31/2025	\$73.20		N/A
	\$234.49	N/A	N/A	4/1/2025	3/31/2026	\$75.40	3.00%	
	\$241.53	N/A	N/A	4/1/2026	3/31/2027	\$77.66	3.00%	
	\$248.77	N/A	N/A	4/1/2027	3/31/2028	\$79.99	3.00%	
	\$256.24	N/A	N/A	4/1/2028	3/31/2029	\$82.39	3.00%	
Rick Guggiana, PE- Lighting & Electrical Design	\$263.18	N/A	N/A	4/1/2024	3/31/2025	\$84.62		N/A
	\$271.08	N/A	N/A	4/1/2025	3/31/2026	\$87.16	3.00%	
	\$279.21	N/A	N/A	4/1/2026	3/31/2027	\$89.77	3.00%	
	\$287.58	N/A	N/A	4/1/2027	3/31/2028	\$92.47	3.00%	
	\$296.21	N/A	N/A	4/1/2028	3/31/2029	\$95.24	3.00%	
Colby Phelps- CADD	\$174.20	\$202.20	\$230.21	4/1/2024	3/31/2025	\$56.01		N/A
	\$179.42	\$208.27	\$237.12	4/1/2025	3/31/2026	\$57.69	3.00%	
	\$184.81	\$214.52	\$244.23	4/1/2026	3/31/2027	\$59.42	3.00%	
	\$190.35	\$220.95	\$251.56	4/1/2027	3/31/2028	\$61.20	3.00%	
	\$196.06	\$227.58	\$259.10	4/1/2028	3/31/2029	\$63.04	3.00%	
Jim Winter, PE - Cost Estimating	\$261.90	\$304.01	\$346.11	4/1/2024	3/31/2025	\$84.21		N/A
	\$269.76	\$313.13	\$356.50	4/1/2025	3/31/2026	\$86.74	3.00%	
	\$277.85	\$322.52	\$367.19	4/1/2026	3/31/2027	\$89.34	3.00%	
	\$286.19	\$332.20	\$378.21	4/1/2027	3/31/2028	\$92.02	3.00%	
	\$294.78	\$342.17	\$389.56	4/1/2028	3/31/2029	\$94.78	3.00%	

**NOTES:**

1. Key personnel must be marked with an asterisk (\*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (\*\*). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended.
3. Billing rate = actual hourly rate \* (1+ ICR) \* (1+ Fee). Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans. All costs must comply with the Federal cost principles for reimbursement.
4. For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

Consultant GHD Inc.  
 Contract No. CV-PS-24-001

Prime Consultant

Subconsultant

Date 3/5/2024

SCHEDULE OF OTHER DIRECT COST ITEMS (Add additional pages as necessary)				
Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs			\$ 0.67	\$ -
Equipment Rental and Supplies			\$ -	\$ -
Permit Fees			\$ -	\$ -
Plan Sheets			\$ -	\$ -
Test			\$ -	\$ -
Vehicle		day	\$ 100.00	\$ -
Subconsultant 1:				\$ -
Subconsultant 2:				\$ -

**NOTES:**

1. List other direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentation.
2. Proposed ODC items should be consistently billed regardless of client and contract type.
3. Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
4. Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
5. Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.
6. Travel related costs should be pre-approved by the contracting agency and shall not exceed current State Department of Personnel Administration rules.
7. If mileage is claimed, the rate should be properly supported by the consultant's calculation of their actual costs for company vehicles. In addition, the miles claimed should be supported by mileage logs.
8. If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is its standard procedure for all of their contracts and that they do not own any vehicles that could be used for the same purpose.
9. The cost proposal format shall not be amended. All costs must comply with the Federal cost principles.
10. Add additional pages if necessary.
11. Subconsultants must provide their own cost proposals.

Note: Mark-ups are Not Allowed

Consultant Biggs Cardosa Associates

Prime Consultant

Subconsultant

2nd Tier Subconsultant

Contract No: CV-PS-24-001

Date: 3/4/2024

For Combined Rate	Fringe Benefit %		General & Administrative %		Combined ICR %
	53.89%	+	105.01%	=	158.90%

OR

For Home Office Rate	Fringe Benefit %		General & Administrative %		Home Office ICR %
	0%	+	0.00%	=	0.00%

For Field Office Rate	Fringe Benefit %		General & Administrative %		Field Office ICR %
	0%	+	0.00%	=	0.00%

FEE % = 10%  
Annual Escalation % = 3%

Name - Job Title/Classification	Hourly Billing Rates			Effective date of hourly rate		Average hourly rate	% Increase	Hourly Rangel for Classifications ONLY (First year only)
	Straight	OT (1.5)	OT (2.0)	From	To			
Mahvash Hams - Principal in Charge* Principal	\$369.69	N/A	N/A	4/1/2024	3/31/2025	\$129.81		N/A
	\$380.78	N/A	N/A	4/1/2025	3/31/2026	\$133.70	3.00%	
	\$392.20	N/A	N/A	4/1/2026	3/31/2027	\$137.72	3.00%	
	\$403.97	N/A	N/A	4/1/2027	3/31/2028	\$141.85	3.00%	
	\$416.08	N/A	N/A	4/1/2028	3/31/2029	\$146.10	3.00%	
Senior Principal	\$378.77	N/A	N/A	4/1/2024	3/31/2025	\$133.00		\$100 - \$145
	\$390.13	N/A	N/A	4/1/2025	3/31/2026	\$136.99	3.00%	
	\$401.84	N/A	N/A	4/1/2026	3/31/2027	\$141.10	3.00%	
	\$413.89	N/A	N/A	4/1/2027	3/31/2028	\$145.33	3.00%	
	\$426.31	N/A	N/A	4/1/2028	3/31/2029	\$149.69	3.00%	

Name - Job Title/Classification	Hourly Billing Rates			Effective date of hourly rate		Average hourly rate	% Increase	Hourly Rangel for Classifications ONLY (First year only)
	Straight	OT (1.5)	OT (2.0)	From	To			
Principal	\$299.03	N/A	N/A	4/1/2024	3/31/2025	\$105.00		\$90 - \$110
	\$308.00	N/A	N/A	4/1/2025	3/31/2026	\$108.15	3.00%	
	\$317.24	N/A	N/A	4/1/2026	3/31/2027	\$111.39	3.00%	
	\$326.76	N/A	N/A	4/1/2027	3/31/2028	\$114.74	3.00%	
	\$336.56	N/A	N/A	4/1/2028	3/31/2029	\$118.18	3.00%	
Associate	\$276.25	N/A	N/A	4/1/2024	3/31/2025	\$97.00		\$70 - \$100
	\$284.53	N/A	N/A	4/1/2025	3/31/2026	\$99.91	3.00%	
	\$293.07	N/A	N/A	4/1/2026	3/31/2027	\$102.91	3.00%	
	\$301.86	N/A	N/A	4/1/2027	3/31/2028	\$105.99	3.00%	
	\$310.92	N/A	N/A	4/1/2028	3/31/2029	\$109.17	3.00%	
Engineering Manager	\$233.53	N/A	N/A	4/1/2024	3/31/2025	\$82.00		\$65 - \$85
	\$240.53	N/A	N/A	4/1/2025	3/31/2026	\$84.46	3.00%	
	\$247.75	N/A	N/A	4/1/2026	3/31/2027	\$86.99	3.00%	
	\$255.18	N/A	N/A	4/1/2027	3/31/2028	\$89.60	3.00%	
	\$262.84	N/A	N/A	4/1/2028	3/31/2029	\$92.29	3.00%	
Senior Engineer	\$210.74	N/A	N/A	4/1/2024	3/31/2025	\$74.00		\$60 - \$80
	\$217.07	N/A	N/A	4/1/2025	3/31/2026	\$76.22	3.00%	
	\$223.58	N/A	N/A	4/1/2026	3/31/2027	\$78.51	3.00%	
	\$230.29	N/A	N/A	4/1/2027	3/31/2028	\$80.86	3.00%	
	\$237.19	N/A	N/A	4/1/2028	3/31/2029	\$83.29	3.00%	
Project Engineer	\$176.57	N/A	N/A	4/1/2024	3/31/2025	\$62.00		\$50 - \$70
	\$181.87	N/A	N/A	4/1/2025	3/31/2026	\$63.86	3.00%	
	\$187.32	N/A	N/A	4/1/2026	3/31/2027	\$65.78	3.00%	
	\$192.94	N/A	N/A	4/1/2027	3/31/2028	\$67.75	3.00%	
	\$198.73	N/A	N/A	4/1/2028	3/31/2029	\$69.78	3.00%	
Staff Engineer	\$153.79	N/A	N/A	4/1/2024	3/31/2025	\$54.00		\$40 - \$60
	\$158.40	N/A	N/A	4/1/2025	3/31/2026	\$55.62	3.00%	
	\$163.15	N/A	N/A	4/1/2026	3/31/2027	\$57.29	3.00%	
	\$168.05	N/A	N/A	4/1/2027	3/31/2028	\$59.01	3.00%	
	\$173.09	N/A	N/A	4/1/2028	3/31/2029	\$60.78	3.00%	
Assistant Engineer	\$133.85	N/A	N/A	4/1/2024	3/31/2025	\$47.00		\$35 - \$55
	\$137.87	N/A	N/A	4/1/2025	3/31/2026	\$48.41	3.00%	
	\$142.00	N/A	N/A	4/1/2026	3/31/2027	\$49.86	3.00%	
	\$146.26	N/A	N/A	4/1/2027	3/31/2028	\$51.36	3.00%	
	\$150.65	N/A	N/A	4/1/2028	3/31/2029	\$52.90	3.00%	
Junior Engineer	\$113.92	\$133.92	\$153.92	4/1/2024	3/31/2025	\$40.00		\$24 - \$45
	\$117.33	\$137.93	\$158.53	4/1/2025	3/31/2026	\$41.20	3.00%	
	\$120.85	\$142.07	\$163.29	4/1/2026	3/31/2027	\$42.44	3.00%	
	\$124.48	\$146.33	\$168.19	4/1/2027	3/31/2028	\$43.71	3.00%	
	\$128.21	\$150.72	\$173.23	4/1/2028	3/31/2029	\$45.02	3.00%	

Name - Job Title/Classification	Hourly Billing Rates			Effective date of hourly rate		Average hourly rate	% Increase	Hourly Rangel for Classifications ONLY (First year only)
	Straight	OT (1.5)	OT (2.0)	From	To			
Assistant Structural Representative**	\$185.11	\$217.61	\$250.11	4/1/2024	3/31/2025	\$65.00		\$45 - \$75
	\$190.67	\$224.14	\$257.62	4/1/2025	3/31/2026	\$66.95	3.00%	
	\$196.39	\$230.87	\$265.35	4/1/2026	3/31/2027	\$68.96	3.00%	
	\$202.28	\$237.79	\$273.31	4/1/2027	3/31/2028	\$71.03	3.00%	
	\$208.35	\$244.93	\$281.50	4/1/2028	3/31/2029	\$73.16	3.00%	
Inspector IV**	\$196.51	\$231.01	\$265.51	4/1/2024	3/31/2025	\$69.00		\$50 - \$75
	\$202.40	\$237.94	\$273.47	4/1/2025	3/31/2026	\$71.07	3.00%	
	\$208.47	\$245.07	\$281.67	4/1/2026	3/31/2027	\$73.20	3.00%	
	\$214.73	\$252.43	\$290.12	4/1/2027	3/31/2028	\$75.40	3.00%	
	\$221.17	\$260.00	\$298.83	4/1/2028	3/31/2029	\$77.66	3.00%	
Inspector III**	\$187.96	\$220.96	\$253.96	4/1/2024	3/31/2025	\$66.00		\$40 - \$70
	\$193.60	\$227.59	\$261.58	4/1/2025	3/31/2026	\$67.98	3.00%	
	\$199.41	\$234.42	\$269.43	4/1/2026	3/31/2027	\$70.02	3.00%	
	\$205.39	\$241.45	\$277.51	4/1/2027	3/31/2028	\$72.12	3.00%	
	\$211.55	\$248.69	\$285.84	4/1/2028	3/31/2029	\$74.28	3.00%	
Sr. Computer Drafter	\$179.42	\$210.92	\$242.42	4/1/2024	3/31/2025	\$63.00		\$40 - \$68
	\$184.80	\$217.25	\$249.69	4/1/2025	3/31/2026	\$64.89	3.00%	
	\$190.34	\$223.76	\$257.18	4/1/2026	3/31/2027	\$66.84	3.00%	
	\$196.05	\$230.48	\$264.90	4/1/2027	3/31/2028	\$68.84	3.00%	
	\$201.94	\$237.39	\$272.84	4/1/2028	3/31/2029	\$70.91	3.00%	
BIM/Visual Specialist	\$131.00	\$154.00	\$177.00	4/1/2024	3/31/2025	\$46.00		\$40 - \$55
	\$134.93	\$158.62	\$182.31	4/1/2025	3/31/2026	\$47.38	3.00%	
	\$138.98	\$163.38	\$187.78	4/1/2026	3/31/2027	\$48.80	3.00%	
	\$143.15	\$168.28	\$193.42	4/1/2027	3/31/2028	\$50.27	3.00%	
	\$147.45	\$173.33	\$199.22	4/1/2028	3/31/2029	\$51.77	3.00%	
Secretanal Administrative Services	\$142.40	\$167.40	\$192.40	4/1/2024	3/31/2025	\$50.00		\$22 - \$95
	\$146.67	\$172.42	\$198.17	4/1/2025	3/31/2026	\$51.50	3.00%	
	\$151.07	\$177.59	\$204.11	4/1/2026	3/31/2027	\$53.05	3.00%	
	\$155.60	\$182.92	\$210.24	4/1/2027	3/31/2028	\$54.64	3.00%	
	\$160.27	\$188.40	\$216.54	4/1/2028	3/31/2029	\$56.28	3.00%	

**NOTES:**

1. Key personnel must be marked with an asterisk (\*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (\*\*). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended.
3. Billing rate = actual hourly rate \* (1+ ICR) \* (1+ Fee). Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans. All costs must comply with the Federal cost principles for reimbursement.
4. For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

SCHEDULE OF OTHER DIRECT COST ITEMS (Add additional pages as necessary)				
Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs			\$ -	\$ -
Equipment Rental and Supplies (inspection equipment)	1	day	actual	\$ 1,000.00
UPS, FedEx, Delivery Fees	1	each	actual	\$ 200.00
Permit Fees			\$ -	\$ -
Plan Sheets			\$ -	\$ -
Test			\$ -	\$ -
Vehicle			\$ -	\$ -
Subconsultant 1:				\$ -

**NOTES:**

1. List other direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentation.
2. Proposed ODC items should be consistently billed regardless of client and contract type.
3. Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
4. Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
5. Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.
6. Travel related costs should be pre-approved by the contracting agency and shall not exceed current State Department of Personnel Administration rules.
7. If mileage is claimed, the rate should be properly supported by the consultant's calculation of their actual costs for company vehicles. In addition, the miles claimed should be supported by mileage logs.
8. If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is its standard procedure for all of their contracts and that they do not own any vehicles that could be used for the same purpose.
9. The cost proposal format shall not be amended. All costs must comply with the Federal cost principles.
10. Add additional pages if necessary.
11. Subconsultants must provide their own cost proposals.

Note: Mark-ups are Not Allowed

Consultant Cinquini & Passarno, Inc.

Prime Consultant

Subconsultant

2nd Tier Subconsultant

Contract No: CV-PS-24-001

Date: 3/4/2024

For Combined Rate	Fringe Benefit % 91%	+	General & Administrative % 89.20%	=	Combined ICR % 180.20%
<b>OR</b>					
For Home Office Rate	Fringe Benefit % 0%	+	General & Administrative % 0.00%	=	Home Office ICR % 0.00%
For Field Office Rate	Fringe Benefit % 0%	+	General & Administrative % 0.00%	=	Field Office ICR % 0.00%

FEE % = 10%  
Annual Escalation % = 3%

Name - Job Title/Classification	Hourly Billing Rates			Effective date of hourly rate		Average hourly rate	% Increase	Hourly Range for Classifications ONLY
	Straight	OT (1.5)	OT (2.0)	From	To			
*Jim Dickey, Principal Professional Land Surveyor Principal Professional Land Surveyor	\$305.26	\$354.78	\$404.30	4/1/2024	3/31/2025	\$99.04		\$99.00 - \$104.00
	\$314.42	\$365.42	\$416.43	4/1/2025	3/31/2026	\$102.01	3.00%	
	\$323.85	\$376.39	\$428.92	4/1/2026	3/31/2027	\$105.07	3.00%	
	\$333.57	\$387.68	\$441.79	4/1/2027	3/31/2028	\$108.22	3.00%	
	\$343.57	\$399.31	\$455.04	4/1/2028	3/31/2029	\$111.47	3.00%	
Anthony Cinquini, Principal Professional Land Surveyor Principal Professional Land Surveyor	\$305.26	\$354.78	\$404.30	4/1/2024	3/31/2025	\$99.04		\$99.00 - \$104.00
	\$314.42	\$365.42	\$416.43	4/1/2025	3/31/2026	\$102.01	3.00%	
	\$323.85	\$376.39	\$428.92	4/1/2026	3/31/2027	\$105.07	3.00%	
	\$333.57	\$387.68	\$441.79	4/1/2027	3/31/2028	\$108.22	3.00%	
	\$343.57	\$399.31	\$455.04	4/1/2028	3/31/2029	\$111.47	3.00%	
Mathew Dudley, Professional Land Surveyor II Professional Land Surveyor	\$218.22	\$253.62	\$289.02	4/1/2024	3/31/2025	\$70.80		\$55.00 - \$78.00
	\$224.77	\$261.23	\$297.69	4/1/2025	3/31/2026	\$72.92	3.00%	
	\$231.51	\$269.07	\$306.62	4/1/2026	3/31/2027	\$75.11	3.00%	
	\$238.45	\$277.14	\$315.82	4/1/2027	3/31/2028	\$77.37	3.00%	
	\$245.61	\$285.45	\$325.29	4/1/2028	3/31/2029	\$79.69	3.00%	

Name - Job Title/Classification	Hourly Billing Rates			Effective date of hourly rate		Average hourly rate	% Increase	Hourly Range for Classifications ONLY
	Straight	OT (1.5)	OT (2.0)	From	To			
Derek Clark, Professional Land Surveyor I Professional Land Surveyor	\$169.52	\$197.02	\$224.52	4/1/2024	3/31/2025	\$55.00		\$55.00 - \$78.00
	\$174.61	\$202.93	\$231.26	4/1/2025	3/31/2026	\$56.65	3.00%	
	\$179.84	\$209.02	\$238.19	4/1/2026	3/31/2027	\$58.35	3.00%	
	\$185.24	\$215.29	\$245.34	4/1/2027	3/31/2028	\$60.10	3.00%	
	\$190.80	\$221.75	\$252.70	4/1/2028	3/31/2029	\$61.90	3.00%	
Leslie Kirby, Professional Land Surveyor II Professional Land Surveyor	\$178.37	\$207.30	\$236.24	4/1/2024	3/31/2025	\$57.87		\$55.00 - \$78.00
	\$183.72	\$213.52	\$243.32	4/1/2025	3/31/2026	\$59.61	3.00%	
	\$189.23	\$219.93	\$250.62	4/1/2026	3/31/2027	\$61.39	3.00%	
	\$194.91	\$226.52	\$258.14	4/1/2027	3/31/2028	\$63.24	3.00%	
	\$200.75	\$233.32	\$265.89	4/1/2028	3/31/2029	\$65.13	3.00%	
Mark Andriia, Professional Land Surveyor II Professional Land Surveyor	\$188.97	\$219.62	\$250.28	4/1/2024	3/31/2025	\$61.31		\$55.00 - \$78.00
	\$194.64	\$226.21	\$257.79	4/1/2025	3/31/2026	\$63.15	3.00%	
	\$200.48	\$233.00	\$265.52	4/1/2026	3/31/2027	\$65.04	3.00%	
	\$206.49	\$239.99	\$273.49	4/1/2027	3/31/2028	\$67.00	3.00%	
	\$212.69	\$247.19	\$281.69	4/1/2028	3/31/2029	\$69.00	3.00%	
Davit Sulam, Professional Land Surveyor II Professional Land Surveyor	\$171.43	\$199.24	\$227.05	4/1/2024	3/31/2025	\$55.62		\$55.00 - \$78.00
	\$176.57	\$205.22	\$233.86	4/1/2025	3/31/2026	\$57.29	3.00%	
	\$181.87	\$211.38	\$240.88	4/1/2026	3/31/2027	\$59.01	3.00%	
	\$187.33	\$217.72	\$248.11	4/1/2027	3/31/2028	\$60.78	3.00%	
	\$192.95	\$224.25	\$255.55	4/1/2028	3/31/2029	\$62.60	3.00%	
James Kulpa, Chief Hydrographer Chief Hydrographer	\$247.50	\$287.65	\$327.80	4/1/2024	3/31/2025	\$80.30		\$80.00 - \$92.00
	\$254.93	\$296.28	\$337.63	4/1/2025	3/31/2026	\$82.71	3.00%	
	\$262.57	\$305.17	\$347.76	4/1/2026	3/31/2027	\$85.19	3.00%	
	\$270.45	\$314.32	\$358.20	4/1/2027	3/31/2028	\$87.75	3.00%	
	\$278.56	\$323.75	\$368.94	4/1/2028	3/31/2029	\$90.38	3.00%	
Kyle Berger, Assistant Hydrographer ** Assistant Hydrographer	\$180.28	\$209.52	\$238.77	4/1/2024	3/31/2025	\$58.49		\$55.00 - \$62.00
	\$185.69	\$215.81	\$245.93	4/1/2025	3/31/2026	\$60.24	3.00%	
	\$191.26	\$222.28	\$253.31	4/1/2026	3/31/2027	\$62.05	3.00%	
	\$196.99	\$228.95	\$260.91	4/1/2027	3/31/2028	\$63.91	3.00%	
	\$202.90	\$235.82	\$268.74	4/1/2028	3/31/2029	\$65.83	3.00%	
James Brown, Staff Surveyor III Staff Surveyor	\$198.77	\$231.02	\$263.26	4/1/2024	3/31/2025	\$64.49		\$29.00 - \$68.00
	\$204.73	\$237.95	\$271.16	4/1/2025	3/31/2026	\$66.42	3.00%	
	\$210.88	\$245.08	\$279.29	4/1/2026	3/31/2027	\$68.42	3.00%	
	\$217.20	\$252.44	\$287.67	4/1/2027	3/31/2028	\$70.47	3.00%	
	\$223.72	\$260.01	\$296.30	4/1/2028	3/31/2029	\$72.58	3.00%	

Name - Job Title/Classification	Hourly Billing Rates			Effective date of hourly rate		Average hourly rate	% Increase	Hourly Range for Classifications ONLY
	Straight	OT (1.5)	OT (2.0)	From	To			
Clayton Ferrari, Staff Surveyor I Staff Surveyor	\$141.44	\$164.39	\$187.33	4/1/2024	3/31/2025	\$45.89		\$29.00 - \$68.00
	\$145.69	\$169.32	\$192.95	4/1/2025	3/31/2026	\$47.27	3.00%	
	\$150.06	\$174.40	\$198.74	4/1/2026	3/31/2027	\$48.68	3.00%	
	\$154.56	\$179.63	\$204.70	4/1/2027	3/31/2028	\$50.15	3.00%	
	\$159.19	\$185.02	\$210.84	4/1/2028	3/31/2029	\$51.65	3.00%	
Andrew Jetson-Diehl, Staff Surveyor II Staff Surveyor	\$135.62	\$157.62	\$179.62	4/1/2024	3/31/2025	\$44.00		\$29.00 - \$68.00
	\$139.69	\$162.35	\$185.01	4/1/2025	3/31/2026	\$45.32	3.00%	
	\$143.88	\$167.22	\$190.56	4/1/2026	3/31/2027	\$46.68	3.00%	
	\$148.19	\$172.23	\$196.27	4/1/2027	3/31/2028	\$48.08	3.00%	
	\$152.64	\$177.40	\$202.16	4/1/2028	3/31/2029	\$49.52	3.00%	
Bradley Thomas, Staff Surveyor II Staff Surveyor	\$180.28	\$209.52	\$238.77	4/1/2024	3/31/2025	\$58.49		\$29.00 - \$68.00
	\$185.69	\$215.81	\$245.93	4/1/2025	3/31/2026	\$60.24	3.00%	
	\$191.26	\$222.28	\$253.31	4/1/2026	3/31/2027	\$62.05	3.00%	
	\$196.99	\$228.95	\$260.91	4/1/2027	3/31/2028	\$63.91	3.00%	
	\$202.90	\$235.82	\$268.74	4/1/2028	3/31/2029	\$65.83	3.00%	
Tyler Noland, Staff Surveyor I Staff Surveyor	\$89.88	\$104.46	\$119.04	4/1/2024	3/31/2025	\$29.16		\$29.00 - \$68.00
	\$92.57	\$107.59	\$122.61	4/1/2025	3/31/2026	\$30.03	3.00%	
	\$95.35	\$110.82	\$126.29	4/1/2026	3/31/2027	\$30.94	3.00%	
	\$98.21	\$114.14	\$130.07	4/1/2027	3/31/2028	\$31.86	3.00%	
	\$101.16	\$117.57	\$133.98	4/1/2028	3/31/2029	\$32.82	3.00%	
Jason Sweeney, GIS Analyst GIS Analyst	\$142.00	\$165.03	\$188.07	4/1/2024	3/31/2025	\$46.07		\$46.00 - \$52.00
	\$146.26	\$169.98	\$193.71	4/1/2025	3/31/2026	\$47.45	3.00%	
	\$150.64	\$175.08	\$199.52	4/1/2026	3/31/2027	\$48.88	3.00%	
	\$155.16	\$180.33	\$205.51	4/1/2027	3/31/2028	\$50.34	3.00%	
	\$159.82	\$185.74	\$211.67	4/1/2028	3/31/2029	\$51.85	3.00%	
Jeff Meyer, Survey Technician III Survey Technician	\$162.77	\$189.18	\$215.58	4/1/2024	3/31/2025	\$52.81		\$28.00 - \$54.00
	\$167.65	\$194.85	\$222.05	4/1/2025	3/31/2026	\$54.39	3.00%	
	\$172.68	\$200.70	\$228.71	4/1/2026	3/31/2027	\$56.03	3.00%	
	\$177.86	\$206.72	\$235.57	4/1/2027	3/31/2028	\$57.71	3.00%	
	\$183.20	\$212.92	\$242.64	4/1/2028	3/31/2029	\$59.44	3.00%	
Christopher Silva, Survey Technician I Survey Technician I	\$87.38	\$101.56	\$115.73	4/1/2024	3/31/2025	\$28.35		\$28.00 - \$54.00
	\$90.00	\$104.60	\$119.20	4/1/2025	3/31/2026	\$29.20	3.00%	
	\$92.70	\$107.74	\$122.78	4/1/2026	3/31/2027	\$30.08	3.00%	
	\$95.48	\$110.97	\$126.46	4/1/2027	3/31/2028	\$30.98	3.00%	
	\$98.35	\$114.30	\$130.26	4/1/2028	3/31/2029	\$31.91	3.00%	

Name - Job Title/Classification	Hourly Billing Rates			Effective date of hourly rate		Average hourly rate	% Increase	Hourly Range for Classifications ONLY
	Straight	OT (1.5)	OT (2.0)	From	To			
TBD - Chief of Party ** Chief of Party	\$180.28 \$185.69 \$191.26 \$196.99 \$202.90	\$209.52 \$215.81 \$222.28 \$228.95 \$235.82	\$238.77 \$245.93 \$253.31 \$260.91 \$268.74	4/1/2024 4/1/2025 4/1/2026 4/1/2027 4/1/2028	3/31/2025 3/31/2026 3/31/2027 3/31/2028 3/31/2029	\$58.49 \$60.24 \$62.05 \$63.91 \$65.83	3.00% 3.00% 3.00% 3.00%	\$58.00 - \$65.00
TBD - Instrumentman ** Instrumentman	\$166.13 \$171.11 \$176.25 \$181.54 \$186.98	\$193.08 \$198.87 \$204.84 \$210.98 \$217.31	\$220.03 \$226.63 \$233.43 \$240.43 \$247.65	4/1/2024 4/1/2025 4/1/2026 4/1/2027 4/1/2028	3/31/2025 3/31/2026 3/31/2027 3/31/2028 3/31/2029	\$53.90 \$55.52 \$57.18 \$58.90 \$60.66	3.00% 3.00% 3.00% 3.00%	\$53.00 - \$59.00
TBD - Chainman ** Chainman	\$157.25 \$161.97 \$166.83 \$171.84 \$176.99	\$182.76 \$188.25 \$193.89 \$199.71 \$205.70	\$208.27 \$214.52 \$220.96 \$227.59 \$234.41	4/1/2024 4/1/2025 4/1/2026 4/1/2027 4/1/2028	3/31/2025 3/31/2026 3/31/2027 3/31/2028 3/31/2029	\$51.02 \$52.55 \$54.13 \$55.75 \$57.42	3.00% 3.00% 3.00% 3.00%	\$51.00 - \$59.00
TBD - 2nd Period Apprentice ** 2nd Period Apprentice	\$117.96 \$121.49 \$125.14 \$128.89 \$132.76	\$137.09 \$141.20 \$145.44 \$149.80 \$154.30	\$156.23 \$160.91 \$165.74 \$170.71 \$175.83	4/1/2024 4/1/2025 4/1/2026 4/1/2027 4/1/2028	3/31/2025 3/31/2026 3/31/2027 3/31/2028 3/31/2029	\$38.27 \$39.42 \$40.60 \$41.82 \$43.07	3.00% 3.00% 3.00% 3.00%	\$38.00 - \$52.00
TBD - 1st Period Apprentice ** 1st Period Apprentice	\$94.35 \$97.18 \$100.09 \$103.09 \$106.19	\$109.65 \$112.94 \$116.33 \$119.82 \$123.41	\$124.96 \$128.70 \$132.57 \$136.54 \$140.64	4/1/2024 4/1/2025 4/1/2026 4/1/2027 4/1/2028	3/31/2025 3/31/2026 3/31/2027 3/31/2028 3/31/2029	\$30.61 \$31.53 \$32.47 \$33.45 \$34.45	3.00% 3.00% 3.00% 3.00%	\$30.00 - \$52.00

**NOTES:**

1. Key personnel must be marked with an asterisk (\*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (\*\*). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended.
3. Billing rate = actual hourly rate \* (1+ ICR) \* (1+ Fee). Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans. All costs must comply with the Federal cost principles for reimbursement.
4. For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

Consultant Cinquini & Passarino, Inc.  
 Contract No. CV-PS-24-001

Prime Consultant

Subconsultant

Date 3/4/2024

SCHEDULE OF OTHER DIRECT COST ITEMS (Add additional pages as necessary)				
Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs			\$ -	\$ -
Equipment Rental and Supplies			\$ -	\$ -
Permit Fees			\$ -	\$ -
Plan Sheets			\$ -	\$ -
Test			\$ -	\$ -
Vehicle			\$ -	\$ -
Subconsultant 1:				\$ -
Subconsultant 2:				\$ -

**NOTES:**

- List other direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentation.
- Proposed ODC items should be consistently billed regardless of client and contract type.
- Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
- Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
- Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.
- Travel related costs should be pre-approved by the contracting agency and shall not exceed current State Department of Personnel Administration rules.
- If mileage is claimed, the rate should be properly supported by the consultant's calculation of their actual costs for company vehicles. In addition, the miles claimed should be supported by mileage logs.
- If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is its standard procedure for all of their contracts and that they do not own any vehicles that could be used for the same purpose.
- The cost proposal format shall not be amended. All costs must comply with the Federal cost principles.
- Add additional pages if necessary.
- Subconsultants must provide their own cost proposals.

Note: Mark-ups are Not Allowed

Consultant Miller Pacific Engineering Group

Prime Consultant

Subconsultant

2nd Tier Subconsultant

Contract No: CV-PS-24-001

Date: 2/15/2024

For Combined Rate	Fringe Benefit % 99.61%	+	General & Administrative % 80.55%	=	Combined ICR % 180.16%
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OR

For Home Office Rate	Fringe Benefit % 0%	+	General & Administrative % 0.00%	=	Home Office ICR % 0.00%
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For Field Office Rate	Fringe Benefit % 0%	+	General & Administrative % 0.00%	=	Field Office ICR % 0.00%
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FEE % = 10%  
Annual Escalation % = 3%

Name - Job Title/Classification	Hourly Billing Rates			Effective date of hourly rate		Average hourly rate	% Increase	Hourly Range for Classifications ONLY
	Straight	OT (1.5)	OT (2.0)	From	To			
*Benjamin Pappas Associate Engineer 2 Exempt	\$244.48 \$251.81 \$259.36 \$267.15 \$275.16	N/A N/A N/A N/A N/A	N/A N/A N/A N/A N/A	4/1/2024 4/1/2025 4/1/2026 4/1/2027 4/1/2028	3/31/2025 3/31/2026 3/31/2027 3/31/2028 3/31/2029	\$79.33 \$81.71 \$84.16 \$86.69 \$89.29	3.00% 3.00% 3.00% 3.00% 3.00%	Not Applicable
*Michael Jewett Associate Geologist 1 Exempt	\$222.26 \$228.92 \$235.79 \$242.87 \$250.15	N/A N/A N/A N/A N/A	N/A N/A N/A N/A N/A	4/1/2024 4/1/2025 4/1/2026 4/1/2027 4/1/2028	3/31/2025 3/31/2026 3/31/2027 3/31/2028 3/31/2029	\$72.12 \$74.28 \$76.51 \$78.81 \$81.17	3.00% 3.00% 3.00% 3.00% 3.00%	Not Applicable
**Jeff Overlock Senior Technician 3 Non-Exempt	\$148.17 \$152.62 \$157.19 \$161.91 \$166.77	\$172.21 \$177.38 \$182.70 \$188.18 \$193.83	\$196.25 \$202.14 \$208.20 \$214.45 \$220.88	4/1/2024 4/1/2025 4/1/2026 4/1/2027 4/1/2028	3/31/2025 3/31/2026 3/31/2027 3/31/2028 3/31/2029	\$48.08 \$49.52 \$51.01 \$52.54 \$54.11	3.00% 3.00% 3.00% 3.00% 3.00%	Not Applicable

Name - Job Title/Classification	Hourly Billing Rates			Effective date of hourly rate		Average hourly rate	% Increase	Hourly Range for Classifications ONLY
	Straight	OT (1.5)	OT (2.0)	From	To			
TBD Principal 3 Exempt	\$296.31 \$305.20 \$314.36 \$323.79 \$333.50	N/A N/A N/A N/A N/A	N/A N/A N/A N/A N/A	4/1/2024 4/1/2025 4/1/2026 4/1/2027 4/1/2028	3/31/2025 3/31/2026 3/31/2027 3/31/2028 3/31/2029	\$96.15 \$99.03 \$102.01 \$105.07 \$108.22	 3.00% 3.00% 3.00% 3.00%	\$96.15
TBD Principal 2 Exempt	\$281.52 \$289.96 \$298.66 \$307.62 \$316.85	N/A N/A N/A N/A N/A	N/A N/A N/A N/A N/A	4/1/2024 4/1/2025 4/1/2026 4/1/2027 4/1/2028	3/31/2025 3/31/2026 3/31/2027 3/31/2028 3/31/2029	\$91.35 \$94.09 \$96.91 \$99.82 \$102.82	 3.00% 3.00% 3.00% 3.00%	\$91.35
TBD Principal 1 Exempt	\$266.70 \$274.70 \$282.94 \$291.43 \$300.17	N/A N/A N/A N/A N/A	N/A N/A N/A N/A N/A	4/1/2024 4/1/2025 4/1/2026 4/1/2027 4/1/2028	3/31/2025 3/31/2026 3/31/2027 3/31/2028 3/31/2029	\$86.54 \$89.14 \$91.81 \$94.56 \$97.40	 3.00% 3.00% 3.00% 3.00%	\$86.54
TBD Senior Engineer 2 Exempt	\$207.43 \$213.66 \$220.07 \$226.67 \$233.47	N/A N/A N/A N/A N/A	N/A N/A N/A N/A N/A	4/1/2024 4/1/2025 4/1/2026 4/1/2027 4/1/2028	3/31/2025 3/31/2026 3/31/2027 3/31/2028 3/31/2029	\$67.31 \$69.33 \$71.41 \$73.55 \$75.76	 3.00% 3.00% 3.00% 3.00%	\$67.31
TBD Senior Engineer 1 Exempt	\$200.01 \$206.01 \$212.19 \$218.55 \$225.11	N/A N/A N/A N/A N/A	N/A N/A N/A N/A N/A	4/1/2024 4/1/2025 4/1/2026 4/1/2027 4/1/2028	3/31/2025 3/31/2026 3/31/2027 3/31/2028 3/31/2029	\$64.90 \$66.85 \$68.85 \$70.92 \$73.05	 3.00% 3.00% 3.00% 3.00%	\$64.90
TBD Project Engineer/Geologist 2 Exempt	\$170.39 \$175.50 \$180.77 \$186.19 \$191.78	N/A N/A N/A N/A N/A	N/A N/A N/A N/A N/A	4/1/2024 4/1/2025 4/1/2026 4/1/2027 4/1/2028	3/31/2025 3/31/2026 3/31/2027 3/31/2028 3/31/2029	\$55.29 \$56.95 \$58.66 \$60.42 \$62.23	 3.00% 3.00% 3.00% 3.00%	\$55.29
TBD Project Engineer/Geologist 1 Exempt	\$162.96 \$167.85 \$172.89 \$178.07 \$183.42	N/A N/A N/A N/A N/A	N/A N/A N/A N/A N/A	4/1/2024 4/1/2025 4/1/2026 4/1/2027 4/1/2028	3/31/2025 3/31/2026 3/31/2027 3/31/2028 3/31/2029	\$52.88 \$54.47 \$56.10 \$57.78 \$59.52	 3.00% 3.00% 3.00% 3.00%	\$52.88

Name - Job Title/Classification	Hourly Billing Rates			Effective date of hourly rate		Average hourly rate	% Increase	Hourly Range for Classifications ONLY
	Straight	OT (1.5)	OT (2.0)	From	To			
TBD	\$148.17	N/A	N/A	4/1/2024	3/31/2025	\$48.08		\$48.08
Staff Engineer/Geologist 3	\$152.62	N/A	N/A	4/1/2025	3/31/2026	\$49.52	3.00%	
Exempt	\$157.19	N/A	N/A	4/1/2026	3/31/2027	\$51.01	3.00%	
	\$161.91	N/A	N/A	4/1/2027	3/31/2028	\$52.54	3.00%	
	\$166.77	N/A	N/A	4/1/2028	3/31/2029	\$54.11	3.00%	
TBD	\$125.95	\$146.39	\$166.82	4/1/2024	3/31/2025	\$40.87		\$40.87
Staff Engineer/Geologist 2	\$129.73	\$150.78	\$171.83	4/1/2025	3/31/2026	\$42.10	3.00%	
Non-Exempt	\$133.62	\$155.30	\$176.98	4/1/2026	3/31/2027	\$43.36	3.00%	
	\$137.63	\$159.96	\$182.29	4/1/2027	3/31/2028	\$44.66	3.00%	
	\$141.76	\$164.76	\$187.76	4/1/2028	3/31/2029	\$46.00	3.00%	
TBD	\$118.52	\$137.75	\$156.98	4/1/2024	3/31/2025	\$38.46		\$38.46
Staff Engineer/Geologist 1	\$122.08	\$141.89	\$161.69	4/1/2025	3/31/2026	\$39.61	3.00%	
Non-Exempt	\$125.74	\$146.14	\$166.54	4/1/2026	3/31/2027	\$40.80	3.00%	
	\$129.51	\$150.53	\$171.54	4/1/2027	3/31/2028	\$42.03	3.00%	
	\$133.40	\$155.04	\$176.69	4/1/2028	3/31/2029	\$43.29	3.00%	
TBD	\$140.74	\$163.58	\$186.41	4/1/2024	3/31/2025	\$45.67		\$45.67
**Senior Technician 2	\$144.97	\$168.49	\$192.01	4/1/2025	3/31/2026	\$47.04	3.00%	
Non-Exempt	\$149.32	\$173.54	\$197.77	4/1/2026	3/31/2027	\$48.45	3.00%	
	\$153.79	\$178.75	\$203.70	4/1/2027	3/31/2028	\$49.90	3.00%	
	\$158.41	\$184.11	\$209.81	4/1/2028	3/31/2029	\$51.40	3.00%	
TBD	\$133.35	\$154.98	\$176.62	4/1/2024	3/31/2025	\$43.27		\$43.27
**Senior Technician 1	\$137.35	\$159.63	\$181.92	4/1/2025	3/31/2026	\$44.57	3.00%	
Non-Exempt	\$141.47	\$164.42	\$187.37	4/1/2026	3/31/2027	\$45.91	3.00%	
	\$145.71	\$169.35	\$192.99	4/1/2027	3/31/2028	\$47.28	3.00%	
	\$150.08	\$174.43	\$198.78	4/1/2028	3/31/2029	\$48.70	3.00%	
TBD	\$118.56	\$137.79	\$157.03	4/1/2024	3/31/2025	\$38.47		\$38.47
**Engineering Technician 3	\$122.11	\$141.92	\$161.74	4/1/2025	3/31/2026	\$39.62	3.00%	
Non-Exempt	\$125.78	\$146.18	\$166.59	4/1/2026	3/31/2027	\$40.81	3.00%	
	\$129.55	\$150.57	\$171.59	4/1/2027	3/31/2028	\$42.04	3.00%	
	\$133.44	\$155.08	\$176.73	4/1/2028	3/31/2029	\$43.30	3.00%	
TBD	\$111.13	\$129.16	\$147.19	4/1/2024	3/31/2025	\$36.06		\$36.06
**Engineering Technician 2	\$114.46	\$133.03	\$151.60	4/1/2025	3/31/2026	\$37.14	3.00%	
Non-Exempt	\$117.90	\$137.02	\$156.15	4/1/2026	3/31/2027	\$38.26	3.00%	
	\$121.43	\$141.13	\$160.84	4/1/2027	3/31/2028	\$39.40	3.00%	
	\$125.08	\$145.37	\$165.66	4/1/2028	3/31/2029	\$40.59	3.00%	

Name - Job Title/Classification	Hourly Billing Rates			Effective date of hourly rate		Average hourly rate	% Increase	Hourly Range for Classifications ONLY
	Straight	OT (1.5)	OT (2.0)	From	To			
TBD	\$103.70	\$120.53	\$137.35	4/1/2024	3/31/2025	\$33.65		\$33.65
**Engineering Technician 1	\$106.81	\$124.14	\$141.47	4/1/2025	3/31/2026	\$34.66	3.00%	
Non-Exempt	\$110.02	\$127.87	\$145.72	4/1/2026	3/31/2027	\$35.70	3.00%	
	\$113.32	\$131.70	\$150.09	4/1/2027	3/31/2028	\$36.77	3.00%	
	\$116.72	\$135.65	\$154.59	4/1/2028	3/31/2029	\$37.87	3.00%	
TBD	\$226.79	\$263.58	\$300.38	4/1/2024	3/31/2025	\$73.59		\$71.15-\$76.03
**Construct Inspect Prevail Wage	\$233.59	\$271.49	\$309.39	4/1/2025	3/31/2026	\$75.80	3.00%	
Non-Exempt	\$240.60	\$279.63	\$318.67	4/1/2026	3/31/2027	\$78.07	3.00%	
	\$247.82	\$288.02	\$328.23	4/1/2027	3/31/2028	\$80.41	3.00%	
	\$255.25	\$296.66	\$338.08	4/1/2028	3/31/2029	\$82.83	3.00%	
TBD	\$114.83	\$133.46	\$152.09	4/1/2024	3/31/2025	\$37.26		\$36.06-\$38.46
Word Processor	\$118.27	\$137.46	\$156.65	4/1/2025	3/31/2026	\$38.38	3.00%	
Non-Exempt	\$121.82	\$141.58	\$161.35	4/1/2026	3/31/2027	\$39.53	3.00%	
	\$125.47	\$145.83	\$166.19	4/1/2027	3/31/2028	\$40.72	3.00%	
	\$129.24	\$150.21	\$171.17	4/1/2028	3/31/2029	\$41.94	3.00%	

**NOTES:**

1. Key personnel must be marked with an asterisk (\*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (\*\*). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended.
3. Billing rate = actual hourly rate \* (1+ ICR) \* (1+ Fee). Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans. All costs must comply with the Federal cost principles for reimbursement.
4. For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

SCHEDULE OF OTHER DIRECT COST ITEMS (Add additional pages as necessary)				
Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs	TBD	mile	IRS Rate	\$ -
Vehicle Hours	TBD	each	\$ 9.00	\$ -
Field Density Tests	TBD	each	\$ 10.00	\$ -
Drilling, Traffic Control (subcontracted)	TBD	each	Cost	\$ -
Permits	TBD	each	Cost	\$ -
Outside Laboratory Testing (Including Concrete Strength)	TBD	each	Cost	\$ -
Subconsultant 1:				\$ -
Subconsultant 2:				\$ -
Subconsultant 3:				\$ -

- NOTES:**
- List other direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentation.
  - Proposed ODC items should be consistently billed regardless of client and contract type.
  - Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
  - Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
  - Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.
  - Travel related costs should be pre-approved by the contracting agency and shall not exceed current State Department of Personnel Administration rules.
  - If mileage is claimed, the rate should be properly supported by the consultant's calculation of their actual costs for company vehicles. In addition, the miles claimed should be supported by mileage logs.
  - If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is its standard procedure for all of their contracts and that they do not own any vehicles that could be used for the same purpose.
  - The cost proposal format shall not be amended. All costs must comply with the Federal cost principles.
  - Add additional pages if necessary.
  - Subconsultants must provide their own cost proposals.

# EXHIBIT C



## SONOMA - MARIN AREA RAIL TRANSIT DISTRICT

## DESIGN CRITERIA MANUAL

Reissued: August 22,2023

**REMAINDER OF DOCUMENT TO BE ATTACHED UPON  
FINAL CONTRACT EXECUTION**

**EXHIBIT D  
FTA & DOT REQUIREMENTS**

**UNITED STATES DEPARTMENT OF TRANSPORTATION (DOT),  
FEDERAL TRANSIT ADMINISTRATION (FTA),  
FEDERAL RAILROAD ADMINISTRATION (FRA) AND  
CALIFORNIA DEPARTMENT OF TRANSPORTATION REQUIREMENTS**

**1. General.**

In performance of its obligations pursuant to this Agreement [Hereinafter “Agreement”], the Contractor, Seller, or Consultant [Hereinafter “Contractor”] agrees to comply with all applicable provisions of federal, state and local law, regulations, FTA and FRA directives. The terms of the most recent amendment to any federal, state or local laws, regulations, FTA or FRA directives, and amendments to the grant or cooperative agreement providing funding for this Agreement that may be subsequently adopted, are applicable to the Agreement to the maximum extent feasible, unless the FTA or FRA provides otherwise in writing. The Federal or State regulations set forth in this Agreement to be observed in the performance of the Agreement are subject to change, and such changed requirements will apply to this Agreement as required. Contractor shall include in its subcontracts, and require its subcontractors of every tier to include in their respective subcontracts, provisions incorporating the requirements of this Attachment. Contractor’s failure to comply with these requirements shall constitute a material breach of this Agreement and may result in the withholding of progress payments to the Contractor, in addition to other remedies.

*It is the responsibility of the Contractor and its subcontractors to ensure that all clauses included in this Exhibit applicable to the work specified within the Agreement are adhered to by the Contractor and its subcontractors.*

**2. Access To Records and Reports.**

*Applicability: All Contracts*

Contractor shall comply with the following requirements:

(a) **Record Retention.** Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-Contracts, leases, subcontracts, arrangements, other third-party Contracts of any type, and supporting materials related to those records.

(b) **Retention Period.** The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. §200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except

in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

(c) Access to Records. The Contractor agrees to provide access to SMART, FTA, FRA, and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required. Contractor shall also permit SMART, the Secretary of Transportation and the Comptroller General of the United States, or their authorized representatives, to inspect all project work, materials, payrolls, and other data, and to audit the books, records, and accounts of Contractor and its subcontractors pertaining to the Agreement. In accordance with 49 U.S.C. § 5325(g), Contractor shall require each subcontractor to permit SMART, the Secretary of Transportation and the Comptroller General of the United States, or their duly authorized representatives, to inspect all work, materials, payrolls, and other data and records involving that subcontractor agreement and to audit the books, records, and accounts involving that subcontractor agreement as it affects the Agreement.

(d) Access to the Site of Performance. The Contractor agrees to permit FTA, FRA, and its contractors access to the sites of performance under this contract as reasonably may be required.

(e) State Audit, Inspection, Access to Records and Retention of Records Requirements. Contractor and its subcontractors shall establish and maintain an accounting system and records that properly accumulate and segregate incurred costs by line item for the project. Contractor and its subcontractors' accounting systems shall conform to generally accepted accounting principles (GAAP) and all records shall provide a breakdown of total costs charged to the project, including properly executed payrolls, time records, invoices and vouchers as well as all accounting generated reports. Contractor and its subcontractors shall permit representatives of the State and State Auditor to inspect, examine, make excerpts or transcribe Contractor and its subcontractors' work, documents, papers, materials, payrolls, books, records, accounts, any and all data relevant to this Agreement at any reasonable time and to audit and verify statements, invoices or bills submitted by Contractor and its subcontractors pursuant to this Agreement, and shall provide copies thereof upon request and shall provide such assistance as may be reasonably required in the course of such audit or inspection.

The State, its representatives and the State Auditor further reserve the right to examine, inspect, make copies, or excerpts of all work, documents, papers, materials, payrolls, books and accounts, and data pertaining to this Agreement and to inspect and re-examine said work, documents, papers, materials, payrolls, books, records, accounts and data during the life of the Agreement and for the three (3) year period following the final payment under this Agreement, and Contractor and its subcontractors shall in no event dispose of, destroy, alter or mutilate said work, documents, papers, materials, payrolls, books, records, accounts and data in any manner whatsoever for three (3) years after final payment under this Agreement and all pending matters are closed.

Any costs for which Contractors and its subcontractors have received payment that are determined by subsequent audit to be unallowable under the terms of this agreement may be required to be repaid to SMART by the Contractors and its subcontractors. Should Contractor and its subcontractors fail to reimburse money due SMART within 30 days of demand, or within such other period as may be agreed between the parties hereto, SMART is authorized to withhold future payments due Contractor and its subcontractors from any source.

The Contractor agrees that the Contract Cost Principles and Procedures at least as restrictive as 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31 *et seq.*, shall be used to determine the allowability of individual items of costs.

The Contractor agrees to comply with Federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

Any costs for which payments have been made to the Contractor, which are determined by subsequent audit to be unallowable under 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31 *et seq.*, or 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, are subject to repayment by Contractor to SMART.

Any subcontract entered into as a result of this Agreement shall contain all the provisions of this section.

### **3. ADA Access**

*Applicability: All Construction, Architecture & Engineering, Operations Management, and Rolling Stock Contracts*

The contractor agrees to comply with the requirements of 49 U.S.C. § 5301 (d), which states that the elderly and persons with disabilities have the same right as other persons to use mass transportation service and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement that policy. The contractor also agrees to comply with all applicable requirements of Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 *et seq.*, which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.

#### 4. **Buy America.**

*Applicability: All Rollingstock Purchases, Materials and Supplies Contracts, and Construction Contracts >\$150,000.*

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. part 661 and 2 CFR §200.322 Domestic preferences for procurements, which provide that Federal funds may not be obligated unless all 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. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C), 49 U.S.C. § 5323(u) and 49 C.F.R. § 661.11. Domestic preferences for procurements. The bidder or offeror must submit to SMART the appropriate Buy America certification. Bids or offers that are not accompanied by a completed Buy America certification will be rejected as nonresponsive.

#### Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

- 1) all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- 2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- 3) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project.

### *Waivers:*

When necessary, recipients may apply for, and the Agency may grant, a waiver from these requirements. The Agency should notify the recipient for information on the process for requesting a waiver from these requirements.

- a) When the Federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:
- 1) applying the domestic content procurement preference would be inconsistent with the public interest;
  - 2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
  - 3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office. There may be instances where an award qualifies, in whole or in part, for an existing waiver.

### Definitions:

“Construction materials” includes an article, material, or supply—other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives<sup>46</sup>—that is or consists primarily of:

- Non-ferrous metals;
- Plastic and Polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- Glass (including optic glass);
- Lumber; or
- Drywall

“Domestic content procurement preference” means all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; or the construction materials used in the project are produced in the United States.

“Infrastructure” includes, at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property. Infrastructure includes facilities that generate, transport, and distribute energy.

“Project” means the construction, alteration, maintenance, or repair of infrastructure in the United States.

## 5. Lobbying

*Applicability: All Contracts > \$100,000*

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR Part 20, “New Restrictions on Lobbying”. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of a Federal agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier certifies to the tier above that it will not and has not taken any action involving the Project or the Underlying Agreement for the Project, including any award, extension, or modification. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to SMART.

## 6. Cargo Preference Requirements.

*Applicability: All Rolling Stock Purchases, Materials & Supplies, and Construction Contracts which require transportation by ocean vessels.*

The Contractor agrees to:

(a) to use privately owned United States flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying Agreement to the extent such vessels are available at fair and reasonable rates for United States flag commercial vessels;

(b) to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of

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 described in the preceding paragraph, to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the Contractor in the case of a subcontractor’s bill-of-lading); and

(c) to include these requirements in all subcontracts issued pursuant to this Agreement when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

## 7. Charter Service.

*Applicability: All Operations & Management Contracts*

The contractor agrees to comply with 49 U.S.C. 5323(d) and 49 C.F.R. part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except as permitted under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be “incidental”, i.e., it must not interfere with or detract from the provision of mass transportation.

## 8. Civil Rights.

*Applicability: All Contracts*

The following Federal Civil Rights laws and regulations apply to the Agreement:

1. **Federal Equal Employment Opportunity (EEO) Requirements.** These include, but are not limited to:
  - a) Nondiscrimination in Federal Public Transportation Programs. 49 U.S.C. § 5332, covering projects, programs, and activities financed under 49 U.S.C. Chapter 53, prohibits discrimination on the basis of race, color, religion, national origin, sex (including sexual orientation and gender identity), disability, or age, and prohibits discrimination in employment or business opportunity.
  - b) Prohibition against Employment Discrimination. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and Executive Order No. 11246, “Equal Employment Opportunity,” September 24, 1965, as amended, prohibit discrimination in employment on the basis of race, color, religion, sex, or national origin.
2. **Nondiscrimination on the Basis of Sex.** Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq. and implementing Federal regulations, “Nondiscrimination on the Basis of Sex in Education Programs or Activities

Receiving Federal Financial Assistance,” 49 C.F.R. part 25 prohibit discrimination on the basis of sex.

3. **Nondiscrimination on the Basis of Age.** The “Age Discrimination Act of 1975,” as amended, 42 U.S.C. § 6101 et seq., and Department of Health and Human Services implementing regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance,” 45 C.F.R. part 90, prohibit discrimination by participants in federally assisted programs against individuals on the basis of age. The Age Discrimination in Employment Act (ADEA), 29 U.S.C. § 621 et seq., and Equal Employment Opportunity Commission (EEOC) implementing regulations, “Age Discrimination in Employment Act,” 29 C.F.R. part 1625, also prohibit employment discrimination against individuals age 40 and over on the basis of age.
4. **Federal Protections for Individuals with Disabilities.** The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. § 12101 et seq., prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Third party contractors must comply with their responsibilities under Titles I, II, III, IV, and V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.

### **Civil Rights and Equal Opportunity**

The Sonoma-Marín Area Rail Transit District is an Equal Opportunity Employer. As such, the Agency agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the Agency agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA or FRA to support procurements using exclusionary or discriminatory specifications. Under this Contract, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

1. **Nondiscrimination.** In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA and FRA may issue.
2. **Race, Color, Religion, National Origin, Sex.** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal

Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA or FRA may issue.

3. **Age.** In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621- 634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any Implementing requirements FTA or FRA may issue.
4. **Disabilities.** In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA or FRA may issue.
5. **Promoting Free Speech and Religious Liberty.** The Contractor shall ensure that Federal funding is expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements: including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.

The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA or FRA.

## **9. Clean Air Act**

*Applicability: All Contracts > \$150,000*

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401-7671(q) et seq. The Contractor agrees to report each violation to SMART, the FTA, the FRA, and the Regional Office of the Environmental Protection Agency.

The Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by the FTA or FRA.

## **10. Clean Water Act**

*Applicability: All Contracts > \$150,000*

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Water Act, as amended, 33 U.S.C. §§ 1251 - 1377 et seq.
- (2) The contractor agrees to report each violation to the SMART and understands and agrees that SMART will, in turn, report each violation as required to assure notification to the FTA and FRA, and the appropriate Environmental Protection Agency Regional Office in compliance with the notice of violating facility provisions in section 508 of the Clean Water Act, as amended, 33 U.S.C. 1368.
- (3) The Contractor agrees to protect underground sources of drinking water in compliance with the Safe Drinking Water Act of 1974, as amended, 42 U.S.C. 300f-300j-6.
- (4) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA or FRA.

## **11. Conformance with National ITS Architecture**

*Applicability: All ITS Contracts*

Intelligent Transportation Systems (ITS) property and services must comply with the National ITS Architecture and Standards to the extent required by 23 U.S.C Section 517(d) and FTA Notice, "FTA National ITS Architecture Policy on Transit Projects", 66FR 1455 et seq., January 8, 2001, and later published policies or implementing directives FTA may issue. Conformance with the National ITS Architecture is interpreted to mean the use of the National ITS Architecture to develop a regional ITS architecture in support of integration and the subsequent adherence of all ITS projects to that regional ITS architecture.

## 12. Contract Work Hours and Safety Standards Act.

*Applicability: All Operations Management, Rolling Stock Purchases, and Construction Contracts >\$100,000.*

- a. Where applicable (see 40 U.S.C. § 3701 et seq), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II.
- b. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.
- c. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

### Compliance with the Contract Work Hours and Safety Standards Act.

- (1) Overtime requirements - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half (1.5) times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by the clause set forth in paragraph

(1) of this section.

- (3) Withholding for unpaid wages and liquidated damages. SMART shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.”

### 13. Davis Bacon Act and Copeland Anti-Kickback Act

*Applicability: All Construction Contracts > \$2,000*

The Davis-Bacon and Copeland Acts are codified at 40 USC 3141, et seq. and 18 USC 874. The Acts apply to SMART’s construction contracts and subcontracts that “at least partly are financed by a loan of grant from the Federal Government”. 40 USC 3145(a), 29 CFR 5.2(h), 49 CFR 18.36(i)(5). The Acts apply to any construction contract over \$2,000. Construction for purposes of the Acts, include “actual construction, alteration, and/or repair, including painting and decorating” as defined by 29 CFR 5.5(a).

Contractors and subcontractors at any contract tier agree to comply with the Davis-Bacon Act 40 USC 3141, et seq and implementing DOL regulations “Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction” 29 CFR Part 5.

In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

SMART has attached to the Agreement a copy of the current prevailing wage determination issued by the Department of Labor which must be adhered to by the Contractor and all subcontractors. Contractor shall report all suspected or reported violations to the SMART who will intern report all violations to the Federal awarding agency.

“Compliance with the Copeland “Anti-Kickback” Act.

- (1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- (2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FTA or FRA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- (3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

#### **14. Debarment and Suspension**

*Applicability: All Contracts > \$25,000*

- (1) This contract is a covered transaction for purposes of 49 CFR Part 18. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) By signing the Agreement or accepting the Purchase Order, the Contractor certifies as follows:

The certification in this clause is a material representation of fact relied upon by the SMART. If it is later determined that the contractor knowingly rendered an erroneous certification, in addition to remedies available to SMART, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Contractor agrees to comply with the requirements of 2 CFR 180 throughout the period of this contract.

#### **15. Disadvantaged Business Enterprise (DBE)**

*Applicability: All Contracts*

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall

carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as SMART deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

The Contractor shall report its DBE participation obtained through race-neutral means through the period of performance with all invoices submitted.

The contractor must promptly notify SMART whenever a DBE subcontractor performing work related to this Agreement is terminated or fails to complete its work and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written approval of SMART. In this situation, the prime contractor shall provide copies of new or amended subcontracts, or documentation of good faith efforts. If the contractor fails or refuses to comply in the time period specified, SMART will issue an order stopping all or part of payment/ work until satisfactory action has been taken. If the contractor still fails to comply, SMART may issue a termination for default proceeding.

It is the policy of SMART and the United States Department of Transportation (“DOT”) that Disadvantaged Business Enterprises (“DBE’s”), as defined herein and in the Federal regulations published at 49 C.F.R. part 26, shall have an equal opportunity to participate in DOT-assisted contracts.

## **16. DHS Seal, Logo, and Flags.**

*Applicability: All Contracts*

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FTA or FRA pre-approval.

## **17. Energy Conservation.**

*Applicability: All Contracts*

The Consultant agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act. The consultant agrees to perform an energy assessment for any building constructed, reconstructed, or modified with FTA funds required under FTA regulations, “Requirements for Energy

Assessments,” 49 CFR part 622, subpart C.

## **18. Federal Changes.**

*Applicability: All Contracts*

Contractor shall at all times comply with all applicable FTA and FRA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the Sonoma-Marín Area Rail Transit District and FTA and FRA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

## **19. Fly America.**

*Applicability: All Contracts*

The Contractor agrees to comply with 49 U.S.C. 40118 (the “Fly America” Act) in accordance with the General Services Administration’s regulations at 41 CFR Part 301-10.131 – 301-10.143, which provide that recipients and sub-recipients of Federal funds and their consultants are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

## **20. Incorporation of Federal Transit Administration (FTA) Terms.**

*Applicability: All Contracts*

Incorporation of Federal Transit Administration (FTA) Terms - The provisions within include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in the current FTA Circular 4220 are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any request which would cause a violation of the FTA terms and conditions.

## **21. No Obligation by the Federal Government.**

*Applicability: All Contracts*

The Sonoma-Marín Area Rail Transit District (SMART) and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Agency, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA or FRA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

## **22. Notice of Legal Matters.**

*Applicability: All Contracts > \$25,000*

If a current or prospective legal matter that may affect the Federal Government emerges, the Contractor must promptly notify the FTA and FRA Chief Counsel and FTA Regional Counsel for the Region in which the SMART is located. The Contractor must include a similar notification requirement in its subagreements at every tier, for any agreement that is a “covered transaction” according to 2 C.F.R. §§ 180.220 and 1200.220.

- (1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.
- (2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government’s interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government’s administration or enforcement of federal laws, regulations, and requirements.
- (3) Additional Notice to the U.S. DOT Inspector General. The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA or FRA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct. This responsibility occurs

whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third-Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient.

### **23. Patent Rights and Rights in Data and Copyrights Requirements.**

*Applicability: All Research Project Contracts*

#### Intellectual Property Rights

This Project is funded through a Federal award with FTA or FRA for experimental, developmental, or research work purposes. As such, certain Patent Rights and Data Rights apply to all subject data first produced in the performance of this Contract. The Contractor shall grant the Sonoma-Marín Area Rail Transit District intellectual property access and licenses deemed necessary for the work performed under this Contract and in accordance with the requirements of 37 C.F.R. part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by FTA, FRA, or U.S. DOT.

The terms of an intellectual property agreement and software license rights will be finalized prior to execution of this Contract and shall, at a minimum, include the following restrictions:

Except for its own internal use, the Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of FTA or FRA, until such time as FTA may have either released or approved the release of such data to the public. This restriction on publication, however, does not apply to any contract with an academic institution.

For purposes of this Contract, the term "subject data" means recorded information whether or not copyrighted, and that is delivered or specified to be delivered as required by the Contract. Examples of "subject data" include, but are not limited to computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information, but do not include financial reports, cost analyses, or other similar information used for performance or administration of the Contract.

1. The Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for "Federal Government Purposes," any subject data or copyright described below. For "Federal Government Purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.
  - a. Any subject data developed under the Contract, whether or not a copyright has been obtained; and
  - b. Any rights of copyright purchased by the Contractor using Federal assistance in whole or in part by the FTA.
2. Unless FTA determines otherwise, the Contractor performing experimental, developmental, or research work required as part of this Contract agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of the Contract, or a copy of the subject data first produced under the Contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of this Contract, is not completed for any reason whatsoever, all data developed under the Contract shall become subject data as defined herein and shall be delivered as the Federal Government may direct.
3. Unless prohibited by state law, upon request by the Federal Government, the Contractor agrees to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. The Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.
4. Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.
5. Data developed by the Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying Contract is exempt from the requirements herein, provided that the Contractor identifies those data in writing at the time of delivery of the Contract work.

6. The Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

## **24. Pre-Award and Post Delivery Audits Requirements.**

*Applicability: All Rolling Stock/Turnkey Acquisition Contracts*

A Buy America certification under this part shall be issued in addition to any certification which may be required by 49 CFR Part 661. Nothing in this part precludes the FTA from conducting a Buy America investigation under part 661 of this title “Pre-Award and Post-Delivery Audit Requirements”.

The Contractor agrees to comply with “Buy America Requirements-Surface Transportation Assistance Act of 1982, as amended by 49 CFR 661.12, but has been modified to include FTA’s Buy America requirements codified at 49 U.S.C. A 5323(j).

Pre-Award and Post-Delivery Audit Requirements – The Contractor agrees to comply with 49 U.S.C. 5323(I) and FTA’s implementing regulation at 49 CFR Part 663 and to submit the following certifications:

- 1) Buy America Requirements: The Contractor shall complete and submit a declaration certifying either compliance or noncompliance with Buy America. If the firm certifies compliance with Buy America, it shall submit documentation which lists 1) component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; 2) the location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.
- 2) Solicitation Specification Requirements: The Contractor shall submit evidence that it will be capable of meeting the solicitation specifications.
- 3) Federal Motor Vehicle Safety Standards (FMVSS): The Contractor shall submit a) manufacturer’s FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or b) manufacturer’s certified statement that the contracted buses will not be subject to FMVSS regulations.

## **25. Recycled Products.**

*Applicability: All Contracts > \$10,000*

The Contractor agrees to comply with all the requirements of Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247. The Contractor

agrees to comply with the U.S. Environmental Protection Agency (US EPA), “Comprehensive Procurement Guideline for Products Containing Recovered Materials”, 40 CFR Part 247.

## **26. Program Fraud and False or Fraudulent Statements and Related Acts**

*Applicability: All Contracts*

(a) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.* and U.S. DOT regulations, “Program Fraud Civil Remedies,” 49 C.F.R. Part 31, apply to its actions pertaining to this project. Upon execution of the Agreement, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Agreement or the FTA assisted project for which this Agreement work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(b) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

(c) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA or FRA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

## **27. Prompt Payment.**

*Applicability: All Contracts*

The contractor shall promptly pay any and all subcontractors by an instrument that guarantees availability of funds immediately upon deposit of said instrument. The contractor shall include, in its monthly invoice submission to SMART, amounts to pay for all subcontractors' acceptable invoices, no later than 30 days after receipt of such invoices. Unless otherwise approved in writing by SMART, the contractor shall, within ten (10) days after receipt of the payment made by SMART, pay to each of its immediate subcontractors for satisfactory performance of its contract, the amounts to which they are entitled, after deducting any prior payments and any amount due and payable to the

contractor by those subcontractors. Any delay or postponement of such payment may take place only for good cause and with SMART's prior written approval. If the contractor determines the work of the subcontractors to be unsatisfactory, the contractor must immediately notify in writing SMART (with a separate notice to the Liaison Officer if the subcontractor is a DBE) and state the reasons. Failure by the contractor to comply with this requirement will be construed to be breach of contract and may be subject to sanctions as specified in the contract.

Should SMART make incremental inspections and, upon approval of the contractor's work at various stages of the contract, pay a portion of the retainage, the contractor shall promptly, within 30 days after SMART has made such payment, pay to the subcontractor who has satisfactorily completed all of its work and whose work is covered by SMART's inspection and approval, all retainage owed to the subcontractor. SMART's incremental inspections, approval or release of a portion of the retainage under this section shall not constitute acceptance."

For the purposes of this section, a subcontractor's work is satisfactorily completed when the prime contractor certifies to SMART that all the tasks called for in the subcontract have been accomplished.

## **28. Safe Operation of Motor Vehicles.**

*Applicability: All Contracts*

- (a) **Seat Belt Use.** Contractor agrees to implement Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. §402 note, (62 Fed Reg. 19217), by:

Adopting and promoting on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles.

- (b) **Distracted Driving, Including Text Messaging While Driving.** Contractor agrees to comply with Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," 23 U.S.C. §402, U.S. DOT Order 3902.10, "Text Messaging While Driving," and U.S. DOT Special Provision pertaining to Distracted Driving:

- a. **Safety.** The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle the company owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the Agreement, or when performing any work for or on behalf of SMART.

- b. Contractor agrees to conduct workplace safety initiatives in a manner commensurate with its size, such as establishing new rules and programs to prohibit text messaging while driving, re-evaluating the existing programs to prohibit text messaging while driving, and providing education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

## 29. Seismic Safety.

*Applicability: All A&E and Construction Contracts*

The contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation (DOT) Seismic Safety Regulations 49 C.F.R. part 41 and will certify to compliance to the extent required by the regulation. The contractor also agrees to ensure that all work performed under this contract, including work performed by a subcontractor, is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project. The Contractor will facilitate and follow Executive Order No. 12699, "Seismic Safety of Federal and Federally-Assisted or Regulated New Building Construction," 42 U.S.C. 7704 note, except as the Federal Government determines otherwise in writing.

## 30. Transit Employee Protective Agreements

*Applicability: All Transit Operations Contracts*

The Transit Employee Protective Provisions apply to each contract for transit operations performed by employees of a Contractor recognized by FTA to be a transit operator.

- i. General Transit Employee Protective Requirements – To the extent that FTA determines that transit operations are involved, the Contractor agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 U.S.C. A 5333(b), and U.S. DOL guidelines at 29 CFR Part 215, and any amendments thereto. The requirements of this subsection however do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. 5310(a)(2), or for projects for non-urbanized areas authorized by 49 U.S.C. 5311. Alternate provisions for those projects are set forth in subsections (B) and (C) of this clause.
- ii. Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. 5310(a)(2) for Elderly Individuals and Individuals with Disabilities – If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. 5310(a)(2), and if the U.S. Secretary of Transportation has

determined or determines in the future that the employee protective requirements of 49 U.S.C. 5333(b) are necessary or appropriate for the state and SMART for which work is performed on the underlying contract, the Contractor agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. 5333(b), U.S. DOL guidelines at 29 CFR Part 215, and any amendments thereto.

- iii. Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. 5311 in Non-Urbanized Areas – If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. 5311, the Contractor agrees to comply with the terms and conditions of the Special Warranty for the Non-urbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.
- iv. The Contractor also agrees to include any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance by FTA.

### **31. Special DOL EEO Clause**

*Applicability: All Construction Contracts > \$10,000*

The contractor and subcontractor shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60- 741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

### **32. Drug and Alcohol Testing**

*Applicability: All Transit Operations Service Contracts*

The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 C.F.R. part 655, produce any documentation necessary to establish its compliance with part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency, or the Sonoma-Marín Area Rail Transit District, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 C.F.R. part 655 and review the testing process. The Contractor agrees further to certify annually its compliance with part 655 before June 30 and to submit the Management Information System (MIS) reports to the Sonoma-Marín Area Rail Transit District. To certify compliance the Contractor shall use the “Substance Abuse

Certifications” in the “Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements”, which is published annually in the Federal Registrar.

### **33. Termination.**

*Applicability: All Contracts > \$10,000*

In addition to the Termination provisions contained in the Agreement, the following Termination provisions apply.

(a) Termination for Convenience. SMART may terminate this Agreement, in whole or in part, at any time by written notice to the Contractor when it is in SMART’s best interest. The Contractor shall be paid its costs, including Agreement close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to SMART to be paid the Contractor. If the Contractor has any property in its possession belonging to SMART, the Contractor will account for the same, and dispose of it in the manner SMART directs.

(b) Termination for Default [Breach or Cause]. If the Contractor does not deliver supplies in accordance with the Agreement delivery schedule, or, if the Agreement is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, SMART may terminate this Agreement for default. Termination shall be effected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will only be paid the Contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by SMART that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, then SMART, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

(c) Opportunity to Cure. SMART in its sole discretion may, in the case of a termination for breach or default, allow the Contractor up to ten (10) calendar days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

If Contractor fails to remedy to SMART’s satisfaction the breach or default of any of the terms, covenants, or conditions of this Agreement within ten (10) calendar days after receipt by Contractor of written notice from SMART setting forth the nature of said breach or default, SMART shall have the right to terminate the Agreement without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude SMART from also pursuing all available remedies against Contractor and its sureties for said breach or default.

(d) Waiver of Remedies for any Breach. In the event that SMART elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Agreement, such waiver by SMART shall not limit SMART's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Agreement.

(e) Termination for Convenience (Professional or Transit Service Contracts) SMART, by written notice, may terminate this contract, in whole or in part, when it is in SMART's best interest. If this contract is terminated, SMART shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

(f) Termination for Default (Supplies and Service) If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Agency.

(g) Termination for Convenience or Default (Architect and Engineering Contracts). SMART may terminate this contract in whole or in part, for the Agency's convenience or because of the failure of the Contractor to fulfill the contract obligations. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Agency 's Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. Agency has a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, all such data, drawings, specifications, reports, estimates, summaries, and other information and materials.

If the termination is for the convenience of the Agency, the Agency's Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

If the termination is for failure of the Contractor to fulfill the contract obligations, the Agency may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by the Agency.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Agency.

(j) Termination for Convenience or Default (Cost Type Contracts) The Agency may terminate this contract, or any portion of it, by serving a Notice of Termination on the Contractor. The notice shall state whether the termination is for convenience of Agency or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the Contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the Agency, or property supplied to the Contractor by the Agency. If the termination is for default, the Agency may fix the fee, if the contract provides for a fee, to be paid the Contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the Agency and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of Agency, the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a Notice of Termination for Default, the Agency determines that the Contractor has an excusable reason for not performing, the Agency, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

### **34. Veterans Hiring Preference.**

*Applicability: All Contracts*

As provided in 49 U.S.C. §5325(k), the Contractor, to the extent practicable, agrees and assures that each subcontractor:

1. Will give a hiring preference to veterans, as defined in 5 U.S.C. §2108, who have the skills and abilities required to perform construction work required under Agreement in connection with a Capital Project supported with federal assistance appropriated or made available for 49 U.S.C. chapter 53; and
2. Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

### **35. Violation and Breach of Contract.**

*Applicability: All Contracts*

#### Rights and Remedies of SMART

The duties and obligations imposed by the Agreement and the rights and remedies

available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by SMART or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

#### Rights and Remedies of Contractor

Inasmuch as the Contractor can be adequately compensated by money damages for any breach of this Contract, which may be committed by SMART, the Contractor expressly agrees that no default, act or omission of SMART shall constitute a material breach of this Contract, entitling Contractor to cancel or rescind the Contract (unless SMART directs Contractor to do so) or to suspend or abandon performance.

#### Remedies

Unless this Agreement provides otherwise, all claims, counterclaims, disputes and other matters in question between SMART and the Contractor arising out of or relating to this Agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within California.

#### Disputes

Disputes arising in the performance of this Agreement which are not resolved by agreement of the parties shall be decided in writing by SMART's General Manager. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the General Manager. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the General Manager shall be binding upon the Contractor and the Contractor shall abide by the decision.

#### Performance during Dispute

Unless otherwise directed by Agency, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

#### Claims for Damages

Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of its employees, agents or others for whose acts it is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

### **36. Geographic Restrictions.**

*Applicability: All Contracts*

Contractor shall refrain from using state or local geographic preferences, except those expressly mandated or encouraged by Federal statute.

### **37. Metric System.**

*Applicability: All Contracts*

To the extent required by U.S. DOT, FRA, or FTA, Contractor shall use the metric system of measurement in its project activities pursuant to the Metric Conversion Act, as amended by the Omnibus Trade and Competitiveness Act, 15 U.S.C. 205a et seq.; Executive Order No 12770 “Metric Usage in Federal Government Programs, 15 U.S.C. § 205a note; and other regulations, guidelines, and policies issued by U.S. DOT, FRA, or FTA. To the extent practicable and feasible, SMART agrees to accept products and services with dimensions expressed in the metric system of measurement.

### **38. Environmental Protection.**

*Applicability: All Contracts*

Contractor shall comply with the following requirements:

(a) Contractor shall comply with all applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 *et seq.* consistent with Executive Order. No. 11514, as amended, “Protection and Enhancement of Environmental Quality,” 42 U.S.C. § 4321 note; PTA statutory requirements on environmental matters at 49 U.S.C. § 5324(b); Council on Environmental Quality regulations on compliance with the National Environmental Policy Act of 1969, as amended, 40 C.F.R. Part 1500 *et seq.*; and joint FHWA/FTA regulations, “Environmental impact and Related Procedures,” 23 C.F.R. Part 771 and 49 C.F.R. Part 622.

(b) Contractor shall comply with all Federal transit laws, such as 49 U.S.C. §5323(c)(2) and 23 U.S.C. §139, as applicable.

(c) Contractor shall report and require each subcontractor at any tier to report any violation of these requirements resulting from any Contract activity of Contractor or subcontractor to FTA and the appropriate U.S. EPA Regional Office.

### **39. Privacy Act.**

*Applicability: All Contracts*

Contractor agrees to comply with and assures the compliance of its employees with the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C § 552. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. Contractor understands that the requirements of the Privacy Act, including civil and criminal penalties for violation of the Act, apply to those individuals involved, and that failure to

comply with the terms of the Privacy Act may result in termination of the underlying contract.

#### **40. Transit Vehicle Manufacturer (TVM) Certifications**

*Applicability: All Rolling Stock Contracts*

49 CFR 26.49 – Contractor must submit to SMART a certification from each transit vehicle manufacture that desires to bid or propose upon a DOT-assisted transit vehicle procurement that it has complied with the requirements of 49 CFR 26.49. SMART may, however, with FTA approval, establish project-specific goals for DBE participation in the procurement of transit vehicles in lieu of complying through the overall goal setting procedures.

#### **41. Federal Tax Liability and Recent Felony Convictions**

*Applicability: All Contracts*

- A. Contractor certifies that it does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that it is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
- B. Contractor certifies that it was not convicted of felony criminal violation under any Federal law within the preceding twenty-four (24) months.

#### **42. Rights to Inventions Made Under a Contract or Agreement.**

*Applicability: All Research and Development Contracts*

Contractor agrees to comply with the requirements of 37 C.F.R. §401.2(a), “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Grants, Contracts and Cooperative Agreements” and any implementing regulations issued by SMART.

#### **43. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.**

*Applicability: All Contracts*

Contractor certifies and confirms that no services provided or supplies installed or utilized under this contract constitute telecommunications services, equipment or systems prohibited under Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (P.L. 115-232), and as may be implemented by 2 C.F.R. 200.216. If Contractor later learns that prohibited telecommunications services, equipment or systems have been supplied, installed, or utilized under this Contract, Contractor shall

immediately inform SMART in writing. SMART may require the Contractor to promptly replace such prohibited service, equipment and systems at the Contractor's sole cost.

#### **44. Domestic Preferences for Procurements**

*Applicability: All Contracts*

Contractor shall make every effort to provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). This section must be included in all subcontracts.

For the purposes of this section:

- 1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- 2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

#### **45. Trafficking in Persons**

*Applicability: All Contracts*

The contractor agrees that it and its employees that participate in the Recipient's Award, may not:

- (a) Engage in severe forms of trafficking in persons during the period of time that the Recipient's Award is in effect;
- (b) Procure a commercial sex act during the period of time that the Recipient's Award is in effect; or
- (c) Use forced labor in the performance of the Recipient's Award or subagreements thereunder.

#### **46. Severability**

*Applicability: All Contracts*

The Contractor agrees that if any provision of this Agreement or any amendment thereto is determined to be invalid, then the remaining provisions thereof that conform to federal laws, regulations, requirements, and guidance will continue in effect.

"REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor	U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210  Wage Determination No.: 2015-5651 Revision No.: 19 Date Of Last Revision: 12/26/2023
Daniel W. Simms Director	Division of Wage Determinations

Note: Contracts subject to the Service Contract Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658.

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.

The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the Executive Orders is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

State: California

Area: California County of Sonoma

**\*\*Fringe Benefits Required Follow the Occupational Listing\*\***

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		21.81
01012 - Accounting Clerk II		24.50
01013 - Accounting Clerk III		27.40
01020 - Administrative Assistant		36.38
01035 - Court Reporter		26.73
01041 - Customer Service Representative I		17.99
01042 - Customer Service Representative II		19.64
01043 - Customer Service Representative III		22.04
01051 - Data Entry Operator I		17.97
01052 - Data Entry Operator II		19.61
01060 - Dispatcher, Motor Vehicle		29.13
01070 - Document Preparation Clerk		21.69
01090 - Duplicating Machine Operator		21.69
01111 - General Clerk I		18.44
01112 - General Clerk II		20.12
01113 - General Clerk III		22.59

01120 - Housing Referral Assistant	28.90
01141 - Messenger Courier	18.78
01191 - Order Clerk I	19.72
01192 - Order Clerk II	21.52
01261 - Personnel Assistant (Employment) I	22.19
01262 - Personnel Assistant (Employment) II	24.82
01263 - Personnel Assistant (Employment) III	27.67
01270 - Production Control Clerk	28.05
01290 - Rental Clerk	20.58
01300 - Scheduler, Maintenance	23.17
01311 - Secretary I	23.17
01312 - Secretary II	25.93
01313 - Secretary III	28.90
01320 - Service Order Dispatcher	24.51
01410 - Supply Technician	36.38
01420 - Survey Worker	25.48
01460 - Switchboard Operator/Receptionist	19.76
01531 - Travel Clerk I	20.24
01532 - Travel Clerk II	22.04
01533 - Travel Clerk III	23.87
01611 - Word Processor I	20.77
01612 - Word Processor II	23.32
01613 - Word Processor III	26.09
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	39.50
05010 - Automotive Electrician	26.76
05040 - Automotive Glass Installer	25.32
05070 - Automotive Worker	25.32
05110 - Mobile Equipment Servicer	22.32
05130 - Motor Equipment Metal Mechanic	28.22
05160 - Motor Equipment Metal Worker	25.32
05190 - Motor Vehicle Mechanic	28.22
05220 - Motor Vehicle Mechanic Helper	20.63
05250 - Motor Vehicle Upholstery Worker	23.87
05280 - Motor Vehicle Wrecker	25.32
05310 - Painter, Automotive	26.76
05340 - Radiator Repair Specialist	25.32
05370 - Tire Repairer	18.51
05400 - Transmission Repair Specialist	28.22
07000 - Food Preparation And Service Occupations	
07010 - Baker	18.49
07041 - Cook I	20.64
07042 - Cook II	23.41
07070 - Dishwasher	16.99***
07130 - Food Service Worker	17.27
07210 - Meat Cutter	20.39
07260 - Waiter/Waitress	16.19***
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	26.37
09040 - Furniture Handler	17.29
09080 - Furniture Refinisher	24.21
09090 - Furniture Refinisher Helper	19.73
09110 - Furniture Repairer, Minor	21.87
09130 - Upholsterer	29.01
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	17.37
11060 - Elevator Operator	17.13***
11090 - Gardener	26.74
11122 - Housekeeping Aide	17.13***
11150 - Janitor	17.13***
11210 - Laborer, Grounds Maintenance	20.58
11240 - Maid or Houseman	17.54
11260 - Pruner	18.51
11270 - Tractor Operator	24.72
11330 - Trail Maintenance Worker	20.58

11360 - Window Cleaner	19.04
12000 - Health Occupations	
12010 - Ambulance Driver	23.33
12011 - Breath Alcohol Technician	32.16
12012 - Certified Occupational Therapist Assistant	44.13
12015 - Certified Physical Therapist Assistant	39.09
12020 - Dental Assistant	29.11
12025 - Dental Hygienist	59.38
12030 - EKG Technician	43.42
12035 - Electroneurodiagnostic Technologist	43.42
12040 - Emergency Medical Technician	23.33
12071 - Licensed Practical Nurse I	28.75
12072 - Licensed Practical Nurse II	32.16
12073 - Licensed Practical Nurse III	35.85
12100 - Medical Assistant	25.86
12130 - Medical Laboratory Technician	36.00
12160 - Medical Record Clerk	24.00
12190 - Medical Record Technician	26.85
12195 - Medical Transcriptionist	28.75
12210 - Nuclear Medicine Technologist	70.68
12221 - Nursing Assistant I	14.88***
12222 - Nursing Assistant II	16.73***
12223 - Nursing Assistant III	18.25
12224 - Nursing Assistant IV	20.48
12235 - Optical Dispenser	24.42
12236 - Optical Technician	30.92
12250 - Pharmacy Technician	25.66
12280 - Phlebotomist	24.29
12305 - Radiologic Technologist	52.43
12311 - Registered Nurse I	40.45
12312 - Registered Nurse II	49.48
12313 - Registered Nurse II, Specialist	49.48
12314 - Registered Nurse III	59.85
12315 - Registered Nurse III, Anesthetist	59.85
12316 - Registered Nurse IV	71.75
12317 - Scheduler (Drug and Alcohol Testing)	39.85
12320 - Substance Abuse Treatment Counselor	26.25
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	27.92
13012 - Exhibits Specialist II	34.60
13013 - Exhibits Specialist III	42.31
13041 - Illustrator I	27.92
13042 - Illustrator II	34.60
13043 - Illustrator III	42.31
13047 - Librarian	38.31
13050 - Library Aide/Clerk	23.00
13054 - Library Information Technology Systems Administrator	34.60
13058 - Library Technician	26.04
13061 - Media Specialist I	24.96
13062 - Media Specialist II	27.92
13063 - Media Specialist III	31.12
13071 - Photographer I	23.63
13072 - Photographer II	26.43
13073 - Photographer III	32.76
13074 - Photographer IV	40.05
13075 - Photographer V	48.46
13090 - Technical Order Library Clerk	28.39
13110 - Video Teleconference Technician	29.85
14000 - Information Technology Occupations	
14041 - Computer Operator I	24.11
14042 - Computer Operator II	26.96
14043 - Computer Operator III	30.06
14044 - Computer Operator IV	33.42
14045 - Computer Operator V	37.00

14071 - Computer Programmer I	(see 1)	
14072 - Computer Programmer II	(see 1)	
14073 - Computer Programmer III	(see 1)	
14074 - Computer Programmer IV	(see 1)	
14101 - Computer Systems Analyst I	(see 1)	
14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		24.11
14160 - Personal Computer Support Technician		33.42
14170 - System Support Specialist		37.00
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		36.80
15020 - Aircrew Training Devices Instructor (Rated)		44.51
15030 - Air Crew Training Devices Instructor (Pilot)		53.36
15050 - Computer Based Training Specialist / Instructor		36.97
15060 - Educational Technologist		35.95
15070 - Flight Instructor (Pilot)		53.36
15080 - Graphic Artist		32.71
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		50.94
15086 - Maintenance Test Pilot, Rotary Wing		50.94
15088 - Non-Maintenance Test/Co-Pilot		50.94
15090 - Technical Instructor		26.99
15095 - Technical Instructor/Course Developer		33.01
15110 - Test Proctor		21.78
15120 - Tutor		21.78
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		20.34
16030 - Counter Attendant		20.34
16040 - Dry Cleaner		23.24
16070 - Finisher, Flatwork, Machine		20.34
16090 - Presser, Hand		20.34
16110 - Presser, Machine, Drycleaning		20.34
16130 - Presser, Machine, Shirts		20.34
16160 - Presser, Machine, Wearing Apparel, Laundry		20.34
16190 - Sewing Machine Operator		24.21
16220 - Tailor		25.17
16250 - Washer, Machine		21.30
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		31.64
19040 - Tool And Die Maker		37.98
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		21.33
21030 - Material Coordinator		28.05
21040 - Material Expediter		28.05
21050 - Material Handling Laborer		18.84
21071 - Order Filler		18.33
21080 - Production Line Worker (Food Processing)		21.33
21110 - Shipping Packer		20.83
21130 - Shipping/Receiving Clerk		20.83
21140 - Store Worker I		19.37
21150 - Stock Clerk		25.26
21210 - Tools And Parts Attendant		21.33
21410 - Warehouse Specialist		21.33
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		39.56
23019 - Aircraft Logs and Records Technician		31.83
23021 - Aircraft Mechanic I		37.63
23022 - Aircraft Mechanic II		39.56
23023 - Aircraft Mechanic III		41.24
23040 - Aircraft Mechanic Helper		27.51
23050 - Aircraft, Painter		35.70
23060 - Aircraft Servicer		31.83
23070 - Aircraft Survival Flight Equipment Technician		35.70
23080 - Aircraft Worker		33.78
23091 - Aircrew Life Support Equipment (ALSE) Mechanic		33.78

I	
23092 - Aircrew Life Support Equipment (ALSE) Mechanic	37.63
II	
23110 - Appliance Mechanic	31.64
23120 - Bicycle Repairer	24.34
23125 - Cable Splicer	33.36
23130 - Carpenter, Maintenance	36.71
23140 - Carpet Layer	29.70
23160 - Electrician, Maintenance	37.05
23181 - Electronics Technician Maintenance I	35.27
23182 - Electronics Technician Maintenance II	37.28
23183 - Electronics Technician Maintenance III	39.30
23260 - Fabric Worker	28.22
23290 - Fire Alarm System Mechanic	33.10
23310 - Fire Extinguisher Repairer	26.38
23311 - Fuel Distribution System Mechanic	41.49
23312 - Fuel Distribution System Operator	32.80
23370 - General Maintenance Worker	24.04
23380 - Ground Support Equipment Mechanic	37.63
23381 - Ground Support Equipment Servicer	31.83
23382 - Ground Support Equipment Worker	33.78
23391 - Gunsmith I	26.38
23392 - Gunsmith II	29.94
23393 - Gunsmith III	33.36
23410 - Heating, Ventilation And Air-Conditioning Mechanic	31.12
23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility)	32.71
23430 - Heavy Equipment Mechanic	35.96
23440 - Heavy Equipment Operator	39.33
23460 - Instrument Mechanic	33.36
23465 - Laboratory/Shelter Mechanic	31.64
23470 - Laborer	18.84
23510 - Locksmith	26.83
23530 - Machinery Maintenance Mechanic	33.38
23550 - Machinist, Maintenance	27.28
23580 - Maintenance Trades Helper	20.00
23591 - Metrology Technician I	33.36
23592 - Metrology Technician II	35.06
23593 - Metrology Technician III	36.54
23640 - Millwright	33.36
23710 - Office Appliance Repairer	26.21
23760 - Painter, Maintenance	27.52
23790 - Pipefitter, Maintenance	35.60
23810 - Plumber, Maintenance	33.77
23820 - Pneudraulic Systems Mechanic	33.36
23850 - Rigger	33.36
23870 - Scale Mechanic	29.94
23890 - Sheet-Metal Worker, Maintenance	33.10
23910 - Small Engine Mechanic	29.94
23931 - Telecommunications Mechanic I	34.09
23932 - Telecommunications Mechanic II	35.83
23950 - Telephone Lineman	33.36
23960 - Welder, Combination, Maintenance	27.70
23965 - Well Driller	32.52
23970 - Woodcraft Worker	33.36
23980 - Woodworker	26.38
24000 - Personal Needs Occupations	
24550 - Case Manager	22.88
24570 - Child Care Attendant	18.55
24580 - Child Care Center Clerk	23.05
24610 - Chore Aide	16.63***
24620 - Family Readiness And Support Services Coordinator	22.88
24630 - Homemaker	22.88

25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	39.05
25040 - Sewage Plant Operator	39.72
25070 - Stationary Engineer	39.05
25190 - Ventilation Equipment Tender	28.54
25210 - Water Treatment Plant Operator	39.72
27000 - Protective Service Occupations	
27004 - Alarm Monitor	38.17
27007 - Baggage Inspector	17.37
27008 - Corrections Officer	38.39
27010 - Court Security Officer	39.43
27030 - Detection Dog Handler	19.43
27040 - Detention Officer	38.39
27070 - Firefighter	37.33
27101 - Guard I	17.37
27102 - Guard II	19.43
27131 - Police Officer I	51.56
27132 - Police Officer II	57.31
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	22.17
28042 - Carnival Equipment Repairer	23.99
28043 - Carnival Worker	16.61***
28210 - Gate Attendant/Gate Tender	20.96
28310 - Lifeguard	16.12***
28350 - Park Attendant (Aide)	23.44
28510 - Recreation Aide/Health Facility Attendant	17.10***
28515 - Recreation Specialist	29.04
28630 - Sports Official	18.66
28690 - Swimming Pool Operator	27.21
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	37.58
29020 - Hatch Tender	37.58
29030 - Line Handler	37.58
29041 - Stevedore I	35.43
29042 - Stevedore II	39.72
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	53.29
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	36.74
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	40.46
30021 - Archeological Technician I	24.86
30022 - Archeological Technician II	27.80
30023 - Archeological Technician III	34.44
30030 - Cartographic Technician	34.44
30040 - Civil Engineering Technician	38.27
30051 - Cryogenic Technician I	35.01
30052 - Cryogenic Technician II	38.67
30061 - Drafter/CAD Operator I	24.86
30062 - Drafter/CAD Operator II	27.80
30063 - Drafter/CAD Operator III	30.99
30064 - Drafter/CAD Operator IV	38.15
30081 - Engineering Technician I	18.90
30082 - Engineering Technician II	21.22
30083 - Engineering Technician III	23.73
30084 - Engineering Technician IV	29.40
30085 - Engineering Technician V	35.98
30086 - Engineering Technician VI	43.51
30090 - Environmental Technician	30.39
30095 - Evidence Control Specialist	31.61
30210 - Laboratory Technician	25.60
30221 - Latent Fingerprint Technician I	35.08
30222 - Latent Fingerprint Technician II	38.75
30240 - Mathematical Technician	39.48
30361 - Paralegal/Legal Assistant I	25.16
30362 - Paralegal/Legal Assistant II	31.18
30363 - Paralegal/Legal Assistant III	38.14

30364 - Paralegal/Legal Assistant IV	46.14
30375 - Petroleum Supply Specialist	38.67
30390 - Photo-Optics Technician	35.89
30395 - Radiation Control Technician	38.67
30461 - Technical Writer I	32.39
30462 - Technical Writer II	39.61
30463 - Technical Writer III	47.92
30491 - Unexploded Ordnance (UXO) Technician I	33.86
30492 - Unexploded Ordnance (UXO) Technician II	40.97
30493 - Unexploded Ordnance (UXO) Technician III	49.11
30494 - Unexploded (UXO) Safety Escort	33.86
30495 - Unexploded (UXO) Sweep Personnel	33.86
30501 - Weather Forecaster I	38.15
30502 - Weather Forecaster II	46.39
30620 - Weather Observer, Combined Upper Air Or	(see 2) 30.99
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 34.44
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	40.97
31020 - Bus Aide	19.49
31030 - Bus Driver	27.09
31043 - Driver Courier	20.92
31260 - Parking and Lot Attendant	15.67***
31290 - Shuttle Bus Driver	20.23
31310 - Taxi Driver	19.53
31361 - Truckdriver, Light	22.64
31362 - Truckdriver, Medium	24.21
31363 - Truckdriver, Heavy	28.23
31364 - Truckdriver, Tractor-Trailer	28.23
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	19.98
99030 - Cashier	16.92***
99050 - Desk Clerk	17.52
99095 - Embalmer	33.86
99130 - Flight Follower	33.86
99251 - Laboratory Animal Caretaker I	18.59
99252 - Laboratory Animal Caretaker II	20.12
99260 - Marketing Analyst	39.68
99310 - Mortician	33.86
99410 - Pest Controller	24.71
99510 - Photofinishing Worker	17.80
99710 - Recycling Laborer	31.72
99711 - Recycling Specialist	38.10
99730 - Refuse Collector	28.55
99810 - Sales Clerk	17.57
99820 - School Crossing Guard	21.49
99830 - Survey Party Chief	48.31
99831 - Surveying Aide	22.99
99832 - Surveying Technician	31.55
99840 - Vending Machine Attendant	20.88
99841 - Vending Machine Repairer	25.63
99842 - Vending Machine Repairer Helper	20.88

\*\*\*Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.20 per hour) or 13658 (\$12.90 per hour). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 and 13658 are not currently being enforced as to contracts or contract-like instruments entered into with the federal government in connection with seasonal recreational services or seasonal recreational equipment rental for the general public on federal lands. The minimum wage requirements of Executive Order 14026 also are not currently being

enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.98 per hour, up to 40 hours per week, or \$199.20 per week or \$863.20 per month

HEALTH & WELFARE EO 13706: \$4.57 per hour, up to 40 hours per week, or \$182.80 per week, or \$792.13 per month\*

\*This rate is to be used only when compensating employees for performance on an SCA-covered contract also covered by EO 13706, Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.

VACATION: 1 week paid vacation after 6 months of service with a contractor or successor; 2 weeks after 1 year, 3 weeks after 5 years, and 4 weeks after 10 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of twelve paid holidays per year: New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Good Friday, Memorial Day, Juneteenth National Independence Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: This wage determination does not apply to any individual employed in a bona fide executive, administrative, or professional capacity, as defined in 29 C.F.R. Part 541. (See 41 C.F.R. 6701(3)). Because most Computer Systems Analysts and Computer Programmers who are paid at least \$27.63 per hour (or at least \$684 per week if paid on a salary or fee basis) likely qualify as exempt computer professionals under 29 U.S.C. 213(a)(1) and 29 U.S.C. 213(a)(17), this wage determination may not include wage rates for all occupations within those job families. In such instances, a conformance will be necessary if there are nonexempt employees in these job families working on the contract.

Job titles vary widely and change quickly in the computer industry, and are not determinative of whether an employee is an exempt computer professional. To be exempt, computer employees who satisfy the compensation requirements must also have a primary duty that consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

Any computer employee who meets the applicable compensation requirements and the above duties test qualifies as an exempt computer professional under both section 13(a)(1) and section 13(a)(17) of the Fair Labor Standards Act. (Field Assistance Bulletin No. 2006-3 (Dec. 14, 2006)). Accordingly, this wage determination will not apply to any exempt computer employee regardless of which of these two exemptions is utilized.

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**\*\* HAZARDOUS PAY DIFFERENTIAL \*\***

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**\*\* UNIFORM ALLOWANCE \*\***

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to

this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of ""wash and wear"" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**\*\* SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS \*\***

The duties of employees under job titles listed are those described in the ""Service Contract Act Directory of Occupations"", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

**\*\* REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) \*\***

**Conformance Process:**

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the ""Service Contract Act Directory of Occupations"" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1))."



**Eric Lucan, Chair**  
Marin County Board of Supervisors

April 3, 2024

**Melanie Bagby, Vice Chair**  
Sonoma County Mayors' and Councilmembers Association

Sonoma- Marin Area Rail Transit Board of Directors  
5401 Old Redwood Highway, Suite 200  
Petaluma, CA 94954

**Kate Colin**  
Transportation Authority of Marin

**SUBJECT:** Amend SMART's Current Fee Structure

**Chris Coursey**  
Sonoma County Board of Supervisors

Dear Board Members:

**Rachel Farac**  
Transportation Authority of Marin

**RECOMMENDATIONS:**

Adopt Resolution No. 2024-09 and Exhibit A amending Resolution No. 2003-11 and Resolution No. 2007-02, SMART's current rate schedules.

**Debora Fudge**  
Sonoma County Mayors' and Councilmembers Association

**SUMMARY:**

In 2003, SMART was in the process of acquiring the Northwestern Pacific Right-of-Way from the Northwestern Pacific Railroad Authority (NWPRA). Recognizing that SMART would receive requests for entry onto the right-of-way from time to time for various transportation and non-transportation purposes they adopted Resolution No. 2003-11 which established a policy regarding "Processing of and action upon requests for conveyance of property interests involving SMART property." In addition to other things, it set a fee schedule as outlined in Column A of Table 1. In February 2007, Resolution No. 2007-02 was passed which amended the special event, right of entry, and license agreement fees as seen in Column B in Table 1.

**Patty Garbarino**  
Golden Gate Bridge,  
Highway/Transportation District

**Barbara Pahre**  
Golden Gate Bridge,  
Highway/Transportation District

**Gabe Paulson**  
Marin County Council of Mayors and Councilmembers

**David Rabbitt**  
Sonoma County Board of Supervisors

**Chris Rogers**  
Sonoma County Mayors' and Councilmembers Association

SMART's fees have not been updated in over 16 years and don't adequately reflect the current cost of doing business and the complexity of our operating environment. In developing the updated fee structure in Table 1, Real Estate took several factors into consideration.

**Mary Sackett**  
Marin County Board of Supervisors

License Fees – Wire, Pipe, & Fiber Optic Conduit

The fees for these licenses are currently \$600 plus staff time for review. These fees have not been increased for 16 years. Real Estate looked at several options to determine the updated fee amount. 1) what other commuter rail agencies are charging 2) adding inflation to our existing rate 3) other options.

**Eddy Cumins**  
General Manager

5401 Old Redwood Highway  
Suite 200  
Petaluma, CA 94954  
Phone: 707-794-3330  
Fax: 707-794-3037  
[www.SonomaMarinTrain.org](http://www.SonomaMarinTrain.org)

Other commuter rail agencies are charging between \$2,000 to \$5,000 base fee for anything up to 100 linear feet (LF) with additional charges for anything that exceeds 100 LF. We also looked at inflating our current charge of \$600 from 2007 to 2023.

This would result in a fee of \$963 in FY 23/24. Since both options resulted in quite an increase in fees, we looked at other options. The one that seems the most viable is to use the fee that North Coast Railroad Authority (NCRA) was charging and escalating it to 2024. NCRA was charging \$600 which was established in 2016. Inflated to 2024 the number is \$740 as seen in Table 1. We are also recommending that an annual escalation factor of 3% be added to ensure that the fees are increased on a regular interval rather than all at one time.

#### Right of Entry Fees

The current fee is \$1,000 plus staff time for review. We are recommending keeping the fee the same but charging a flat review fee of \$1,000 instead of actual staff review time. This will simplify the process for SMART and the customer. In addition, we are recommending a new fee of \$300 to process any amendments to a Right of Entry application.

#### Administrative Fees

SMART currently charges a \$300 application fee. We are recommending keeping this fee the same. As mentioned previously, we would like to change the fee for staff review time from an actual cost to a flat fee that represents approximate cost.

#### Miscellaneous Fees

We are recommending that the special events and safety course fees remain the same. Regarding flagging fees, we are recommending the flat rate of \$142/hour with a minimum of four (4) hours. We are recommending three new fees: Inspection fee, a fee for late cancellation of flaggers, and a refundable fee for as-built plans.

All the recommendations are listed in Column C of Table 1.

SMART has met with some of the licensee's who are the most impacted by the change in fees to include the City's of Rohnert Park, the Town of Windsor, and the City of Healdsburg. After our meetings, we are also recommending the following:

- A 25% discount in fees for other government entities
- Ability for the General Manager to negotiate off-set of fees with other government entities
- Ability for General Manager to negotiate an encroachment agreement with termination longer than thirty (30) days' notice.

<b>TABLE 1</b>	Column A	Column B	Column C	
Type of Fee	2003 Fee	2007 Fee	Recommended Fee Structure	Existing / New
<b>License Fees – Wire, Pipe, &amp; Fiber Optic Conduit</b>				
Annual License Fee - Wire	\$300	\$600 + staff review time	\$7.40 per Linear Foot (LF)	Existing
Annual License Fee – Pipe	\$300	\$600 + staff review time	\$7.40 per LF for 1 pipe up to 24"	Existing
Pipe Diameter beyond 24" Fee	\$0	\$0	% of increase in pipe diameter beyond 24"	New
Annual License Fee –	\$300	\$600 + staff review time	\$7.40 per LF up to 432 fiber optic strands	Existing
Additional Strands beyond 432 Strands	\$0	\$0	Current Per LF Rate/432 Strands	New
Annual Escalation Rate	0%	0%	3%	New
<b>Permit Fees – Right of Entry</b>				
Right of Entry Fee	\$500	\$1,000 + staff review time	\$1,000	Existing
Right of Entry Fee Amendment	\$0	\$0	\$300	New
<b>Administrative Fees – Wire, Pipe, Fiber Optic Conduit &amp; Right of Entry</b>				
Application Fee	\$300	\$300	\$300	Existing
Staff Reviews	\$0	Listed under License Fee	\$1,000	Existing
<b>Miscellaneous Fees</b>				
Special Event Fee	\$100/ day	\$200/ day	\$200/ day	Existing
Flaggers	Actual	Actual	\$142/ hour – minimum 4 hours	Existing
Safety Course	Rate at cost provided by SMART	Rate at cost provided by SMART	Rate at cost provided by SMART	Existing
Inspection Fee	\$0	\$0	\$150/ hour if needed	New
As-Built Deposits (Refundable)	\$0	\$0	Up to \$2,500	New
Late Cancellation of Flaggers	\$0	\$0	\$285	New
Public Records Request – Digital Copies	\$6	\$6	\$6	Existing
Public Records Request – Paper Copies	\$0.15/ page	\$0.15/ page	\$0.15/ page	Existing
Public Records Request – Data Extraction, etc.	Current Rate	Current Rate	Current Rate	Existing

**FISCAL IMPACT:** The actual impact is difficult to predict as many of our licenses are multi-year and these rates wouldn't apply until the contracts are up for review, but the overall impact will be favorable.

Reviewed By: [ x ] Finance \_\_\_\_\_ [ x ] Counsel  /s/

Sincerely,

/s/   
Heather McKillop  
Chief Financial Officer

/s/   
Randy Friedland  
Real Estate Manager

Attachment(s):

- 1) Resolution No. 2003-11 - Processing of and action upon requests for conveyance of property interests involving SMART district property.
- 2) Resolution No. 2007-02 – Increasing the fees for Rights-of-Entry Agreements, Special Event Permits, and License Agreements
- 3) Resolution No. 2024-09 – SMART Fee Schedule
- 4) Exhibit A – SMART Proposed Fee Schedule April 2024 – June 2024

**Resolution No. 2003-11**  
Sonoma-Marín Area Rail Transit District  
Novato, California  
September 17, 2003

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE SONOMA-MARIN AREA RAIL TRANSIT DISTRICT, ADOPTING A POLICY REGARDING PROCESSING OF AND ACTION UPON REQUESTS FOR CONVEYANCE OF PROPERTY INTERESTS INVOLVING SMART DISTRICT PROPERTY.**

---

**WHEREAS**, the SMART District is in the process of acquiring the Lombard and Healdsburg Segments of the Northwestern Pacific right-of-way ("NWP ROW") within the Counties of Sonoma and Marin; and

**WHEREAS**, the Board of Directors desires to enact an Encroachment Policy to facilitate the timely processing of requests for easements, licenses, or other encroachments on the NWP ROW; and

**WHEREAS**, at the same time, the Board of Directors wishes to reaffirm the basic principle that protection and preservation of the NWP ROW for a passenger rail system is of paramount importance; and

**WHEREAS**, Exhibit A, entitled "Sonoma-Marín Area Rail Transit District Policy Regarding Processing of and Action Upon Requests for Conveyance of Property Interests Involving SMART Property," attached hereto and incorporated by this reference, sets forth the Board of Director's desired Encroachment Policy;

**NOW, THEREFORE BE IT RESOLVED** that the Board of Directors hereby adopts the Encroachment Policy attached hereto as Exhibit A and directs staff to bring back a resolution for adoption of the Fee Schedule following appropriate public notice and hearing.

**THE FOREGOING RESOLUTION** as moved by Director Ferns,  
Seconded by Director BORO, and approved by the following vote:

Director Smith     Aye  
Director Rose     Aye  
Director Boro     Aye  
Director Breen     Aye  
Director Eddie     Aye

Director Di Giorgio \_\_\_\_\_

Director Jehn Aye

Director Kerns Aye

Director Kinsey \_\_\_\_\_

Director Mackenzie Aye

Director Martini Aye

Director Pahre Aye

Ayes: 10 Noes: 0

Absent: 2

Abstain: 0

**SO ORDERED**

I, the undersigned, certify that the foregoing resolution was duly adopted at a regular meeting of the Sonoma/Marin Area Rail Transit Commission held on June 18, 2003.



Lillian Hames, Project Director/Clerk  
Sonoma/Marin Area Rail Transit Rail District

**SONOMA-MARIN AREA RAIL TRANSIT DISTRICT  
POLICY REGARDING PROCESSING OF AND ACTION UPON REQUESTS FOR  
CONVEYANCE OF PROPERTY INTERESTS INVOLVING SMART PROPERTY**

The Sonoma-Marin Area Rail Transit District (SMART) is in the process of acquiring the Northwestern Pacific Railroad Right-of-Way from the Northwestern Pacific Railroad Authority (NWPRA). Recognizing that SMART will receive requests for entry onto the right-of-way from time to time for various transportation and non-transportation purposes, the Board desires to enact policies to facilitate the timely processing of requests for easements, licenses or other encroachments. By adoption of the policies set forth below, SMART reaffirms the basic principle that protection and preservation of the SMART Right-of-Way for a passenger rail system is of paramount importance. Requests for entry onto the corridor may be granted only if they can be accommodated in accordance with the aforementioned principle.

**1. REVIEW OF ALL REQUESTS BY SMART STAFF.**

SMART staff will process all requests for entry onto property owned by the SMART, including, without limit, requests for encroachments, licenses, leases, right of entry permits and easements (collectively, "Encroachment"). All requests will be submitted on the SMART standard application form, along with a non-refundable application fee in the amount of Three Hundred Dollars (\$300.00) and such supporting information as SMART staff deems necessary to review the Encroachment request.

SMART staff will analyze the Encroachment request for its compatibility with the current use and anticipated future development of the corridor for passenger rail service purposes from engineering feasibility, planning, maintenance and cost impact perspectives. SMART staff's review will verify that (a) the Encroachment request is in accordance with current railroad engineering standards and operational requirements and all applicable provisions of Public Utilities Commission regulations; (b) the applicant's improvements are compatible with passenger rail service on the right-of-way and will minimize the necessity for future relocation of any improvements; (c) the granting of the Encroachment request is in full compliance with the requirements of applicable federal and state law, including any restrictions contained in grants and/or funding agreements for the right-of-way acquisition; (d) the granting of the Encroachment request will not materially interfere with freight or passenger transit operations or cause additional expense or increase the liability exposures to the operator(s) of such services or SMART; and (e) the granting of the Encroachment Request is otherwise in the best interest of SMART.

SMART staff will analyze each Encroachment request in accordance with this policy, and, if it supports granting the request, SMART staff will proceed to develop a proposed form of agreement with the party presenting the Encroachment request (i.e., grantee, licensee, lessee

or permittee, herein collectively referred to as "Licensee") for execution by either the General Manager or his or her designee or the Chairperson of the Board of Directors, as provided for below in Sections 2 and 3. The form of agreement shall contain, in addition to provisions deemed necessary or appropriate by legal counsel or due to the particular features of the Encroachment request, the following minimum requirements:

- (1) That Licensee maintain and repair, at its sole expense, its improvements which are constructed or placed on the Encroachment property,

- (2) That Licensee agree to reimburse SMART for all costs and expenses incurred above the \$300.00 Application Fee in processing the application, negotiating the agreement, negotiating and preparing the Encroachment Agreement and other related documents, and overseeing the construction or placement of improvements on SMART property (including the cost of providing flagperson services and other support activities),
  - (3) That Licensee and/or its contractor shall indemnify SMART, its directors, officers, staff, employees, agents, and representatives against liability arising out of Licensee's use of the property,
  - (4) That Licensee maintain the types of insurance at the insurance limits deemed necessary or appropriate by SMART,
  - (5) That Licensee shall provide a surety bond or other acceptable form of security to insure satisfactory completion of any construction occurring on the right-of-way during the period of such construction and, in the sole discretion of SMART staff, Licensee shall provide a surety bond or other acceptable form of security to insure the satisfactory performance of any other obligations as deemed necessary or appropriate,
  - (6) That Licensee agree to relocate the improvements constructed or placed on the Encroachment property at its sole cost and expense, if such relocation is necessary for the development of the right-of-way for passenger rail service or to otherwise protect the right-of-way as determined at the sole discretion of the SMART, its successors or assigns,
  - (7) That SMART reserves the right to terminate the Encroachment agreement for breach, and
- (8) That Licensee agrees to pay the fee for use of SMART property in accordance the schedule set forth in Section 5 hereof as it may be amended from time to time.

SMART staff shall forward the completed application and its recommendation to the General Manager or his or her designee. If the request is within the authority of the General Manager, as described below, the General Manager or his or her designee shall decide whether or not to grant the Encroachment request. If the request is not within the authority of the General Manager, the General Manager shall determine whether it is appropriate for the Board's consideration. Any decision by the General Manager or his or her designee to deny an Encroachment request falling within his or her authority or not to schedule a request not within his or her authority for Board approval shall be final, subject only to the right of any Board member to bring the matter before the Board.

**2. AUTHORITY OF THE GENERAL MANAGER.**

The General Manager or his or her designee may approve all requests for licenses, leases or right of entry permits that do not require SMART Board approval as provided in Section 3 below (such as underground or overhead utility installations, filming or temporary construction uses of the right-of-way), provided that (1) the Encroachment request meets all the criteria established in Section 1 regarding compatibility with current use or future development of the corridor for passenger rail service, and (2) the Encroachment agreement shall be terminable upon no more than thirty (30) days' notice without cause.

### **3. SONOMA MARIN AREA RAIL TRANSIT DISTRICT AUTHORITY TO REVIEW.**

The Board of Directors of SMART shall review and approve or disapprove the following types of Encroachment requests, upon the General Manager's determination that the Encroachment request is appropriate for Board consideration:

**(1) All Encroachment requests for permanent easement rights for any purpose.** The SMART Board hereby enunciates a policy that requests for permanent easements generally should be denied. However, the Board shall review each request presented by the General Manager on a case-by-case basis to determine if the easement is compatible with the current use of and future development of the rail corridor. The permanent easement may be granted provided the applicant pays appropriate compensation, or provides other equivalent consideration based on fair market value for burdening the right of way with the easement.

**(2) All Encroachment requests for at-grade crossings, public or private.** The SMART Board hereby enunciates a policy that requests for at-grade crossings should be denied. However, under special circumstances, the General Manager may determine that it is appropriate for the Board to consider an at-grade crossing, which shall thereupon be reviewed by the SMART Board on a case-by-case basis. Upon review, if the SMART Board determines that the requested crossing is necessary, and no other readily or reasonably feasible alternative exists, SMART may grant a temporary license for an at-grade crossing, terminable at will. The license agreement shall provide that upon termination, if the applicant has no other feasible alternative access, the applicant shall construct a suitable overcrossing or undercrossing at its sole cost and expense. Any crossings permitted will be subject to compliance with the regulations of the California Public Utilities Commission.

**(3) Any Encroachment request determined by SMART staff to have probable adverse impacts on existing freight operations or the future development of the corridor for commuter rail transportation purposes.** SMART approval is required for any Encroachment request that SMART staff has determined has probable adverse impacts on existing freight operations or the future development of the corridor for commuter rail transportation purposes and that the General Manager and his or her designee has determined is appropriate for Board consideration.

**(4) All other Encroachment requests which fall outside of the scope of authority for approval by the General Manager, as described in Section 2, and which are determined by the General Manager to be appropriate for Board consideration.** All other Encroachment requests as determined by the General Manager and his or her designee to be appropriate for Board consideration shall be referred to the Board for review and approval or disapproval.

### **4. FORM OF AGREEMENT.**

The form of agreement to be used in the event that an Encroachment request is granted shall be the standard contract agreement that has been reviewed and approved by legal counsel for use by SMART for all such encroachments. Substantive deviations from the terms of the standard contract agreement shall be reviewed and approved by legal counsel.

**5. FEE SCHEDULE.**

The following fee schedule, upon adoption by resolution by the SMART Board of Directors, shall be applicable to the property interests described below:

- a. For rights-of-entry agreements: \$500.00.
- b. For special event permits: minimum \$100.00 per day.
- c. For utility crossing license agreements: \$300.00 per year.
- d. For all other license agreements: the fair market rental value as determined by the General Manager/Project Director.
- e. For leases: the fair market rental value as determined by the General Manager/Project Director or the Board of Directors, as the case may be.
- f. For easements: the fair market value as determined by the Board of Directors.

This fee schedule is subject to periodic revision by the SMART Board of Directors.



**Resolution No. 2007-02 Sonoma-Marín Area Rail Transit District  
Santa Rosa, California  
February 21, 2007**

**RESOLUTION OF THE BOARD OF DIRECTORS FOR THE SONOMA-MARIN AREA RAIL TRANSIT DISTRICT INCREASING THE FEES FOR RIGHTS-OF-ENTRY AGREEMENTS, SPECIAL EVENT PERMITS AND LICENSE AGREEMENTS AFFECTING THE NORTHWESTERN PACIFIC RAILROAD RIGHT-OF-WAY IN THE COUNTIES OF MARIN, SONOMA AND NAPA, EFFECTIVE IMMEDIATELY.**

**WHEREAS**, the Sonoma-Marín Area Rail Transit ("SMART") District Board of Directors adopted an encroachment fee schedule in October 2003; and

**WHEREAS**, on February 21, 2007 the Board held a noticed public hearing on increasing fees for the current encroachment fee schedule; and

**WHEREAS**, the Board has determined that the following schedule of fees reflects but does not exceed the actual costs that will be incurred by the District in processing the following described agreements, permits and licenses; and

**NOW, THEREFORE, BE IT RESOLVED** that District staff may, upon making, providing, entering into, or issuing the following agreements, permits and licenses charge a fee therefore in accordance with the following schedule:

Type of Fee	Fee Amount
Special Event Permit	\$200/day
Right of Entry Permit	\$1000/one time fee+staff review time
License Agreements	\$600/annual fee +staff review time

**BE IT FURTHER RESOLVED** that the foregoing fee schedule shall become effective immediately.

**THE FOREGOING RESOLUTION** was moved by Director \_\_\_\_\_, seconded by Director \_\_\_\_\_, and approved by the following vote:

Director Boro	_____	Director Jehn	_____
Director Brown	_____	Director Fudge	_____
Director Breen	_____	Director Kerns	_____
Director Dillon-Knutson	_____	Director Mackenzie	_____
Director McGlashan	_____	Director Riley	_____
Director Eddie	_____	Director Pahre	_____

Ayes: \_\_\_\_\_ Noes: \_\_\_\_\_ Absent: \_\_\_\_\_ Abstain: \_\_\_\_\_

**SO ORDERED**

I, the undersigned, certify that the foregoing resolution was duly adopted at a regular meeting of the Sonoma/Marin Area Rail Transit District held on February 21, 2007.

---

Lillian Hames, General Manager  
Sonoma-Marin Area Rail Transit Rail District

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE SONOMA-MARIN AREA RAIL TRANSIT DISTRICT,  
STATE OF CALIFORNIA, AMENDING RESOLUTION NO. 2003-11 AND RESOLUTION NO. 2007-02  
REGARDING SMART FEES**

---

**WHEREAS**, fees for licenses, right of entry, administrative, and miscellaneous have not been reviewed and updated in over sixteen years; and

**WHEREAS**, September 17, 2003, the Board adopted Resolution No. 2003-11, establishing an encroachment policy which established a fee schedule; and

**WHEREAS**, February 21, 2007, the Board adopted Resolution No. 2007-02 which amended portions of Resolution No. 2002-11 by updating and adding fees; and

**WHEREAS**, the Board has determined that SMART's current fee schedule needs to be modified in accordance with Exhibit A.

**NOW, THEREFORE, BE IT RESOLVED** that the fee schedule identified in Exhibit A is hereby amended.

**BE IT FURTHER RESOLVED** that General Manager has the authority to increase the license fees by 3% per year on July 1<sup>st</sup> of each year without further Board approval; and

**BE IT FURTHER RESOLVED** that fees for other governmental agencies will be discounted by 25% and the General Manager has the authority to negotiate fees "in lieu of" with other government entities without further Board approval; and

**BE IT FURTHER RESOLVED** that the General Manager has the authority to negotiate an encroachment agreement with a termination notice of longer than thirty (30) days without further Board approval; and

**BE IT FURTHER RESOLVED** that all other provisions of Resolution No. 2003-11 and Resolution No. 2007-02 shall continue to be, in full force and effect as originally adopted.

**PASSED AND ADOPTED** at a regular meeting of the Board of Directors of the Sonoma-Marín Area Rail Transit District held on the 3<sup>rd</sup> day of April, 2024, by the following vote:

**DIRECTORS:**

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

---

Eric Lucan, Chair, Board of Directors  
Sonoma-Marín Area Rail Transit District

---

Leticia Rosas, Clerk of the Board of Directors  
Sonoma-Marín Area Rail Transit District

**Exhibit A**

**SMART SCHEDULE OF FEES**

**April 3, 2024 - June 30, 2024**

**License Fees - Wire, Pipe & Fiber Optic Conduit**

Description	Current Schedule of Fees
Annual License Fee - Wire	\$7.40 per Linear Foot (LF)
Annual License Fee - Pipe	\$7.40 per LF for 1 pipe up to 24" Pipe in excess of 24" will be charged based on the % of increase in pipe diameter beyond 24"
Annual License Fee - Fiber Optic Conduit	\$7.40 per LF up to 432 fiber optic strands Any strand beyond 432 is charged an amount per LF as follows: Current Per LF Rate/432 Strands
Annual Escalation on Fee	3%

**Permit Fee - Right of Entry**

Description	Current Schedule of Fees (FY 2024)
Right of Entry (ROE) Permit Fee*	\$1,000 up to 1 year
Right of Entry (ROE) Amendment Fee	\$300

**Administrative Fees - Wire, Pipe, Fiber Optic Conduit & Right of Entry**

Description	Current Schedule of Fees (FY 2024)
Application Fee	\$300
Staff Reviews	\$1,000

**Miscellaneous Fees**

Description	Current Schedule of Fees (FY 2024)
Special Events Permit Fee	\$200/day
Flaggers	\$142/ hour - 4 hour minimum
Inspection Fee	\$150/hour if needed
Safety Course	Rate at cost provided by District
As-Built Deposits (refundable)	Up to \$2,500
Late Cancellation of Flaggers	\$285

**Public Records Requests (PRA)**

Digital Copies on Thumb Drive	\$6.00 thumb drive/ postage
Paper Copies	\$0.15 per page/ or established statutory fee if applicable
Data Extraction, Compilation, Programming	Current Rate

*\*SMART District Staff can waive Right of Entry Application and Permit Fees as determined on a case-by-case basis for non-commercial type access for de minimis uses such as cleaning graffiti off a fence, fence repair and similar activities. Insurance coverage cannot be waived.*



April 3, 2024

**Eric Lucan, Chair**  
Marin County Board of Supervisors

**Melanie Bagby, Vice Chair**  
Sonoma County Mayors' and Councilmembers Association

**Kate Colin**  
Transportation Authority of Marin

**Chris Coursey**  
Sonoma County Board of Supervisors

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**Mary Sackett**  
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**Eddy Cumins**  
General Manager

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Fax: 707-794-3037  
[www.SonomaMarinTrain.org](http://www.SonomaMarinTrain.org)

Sonoma- Marin Area Rail Transit Board of Directors  
5401 Old Redwood Highway, Suite 200  
Petaluma, CA 94954

**SUBJECT:** Fiscal Year 2023-2024 Budget Amendment #7

Dear Board Members:

**RECOMMENDATIONS:**

Adopt Resolution No. 2024-10, amending Resolution No. 2023-23, the Fiscal Year 2024 Adopted Budget, increasing the spending authority by \$3,207,100 from \$123,597,143 to \$126,804,243.

**SUMMARY:**

The Sonoma County Transportation Authority (SCTA) has awarded Regional Measure 3 (RM3) funds for the grade separated pedestrian tunnel near Windsor High School in the amount of \$2,800,000 to SMART. The funds are to be used for the construction of a grade separated non-motorized pedestrian undercrossing near Windsor High School. The undercrossing box is currently under construction as part of the Santa Rosa to Windsor extension project and was funded by the Town of Windsor (\$1,500,000). The \$2,800,000 will provide for the additional work that is needed to fully complete the undercrossing.

In addition, the Town of Windsor has requested that while SMART is constructing the Santa Rosa to Windsor extension that SMART include three utility crossings, two reclaimed water lines and one sewer force main. Constructing the Town's utility crossings during track construction will ensure proper utility depth and competent compaction. The Town has budgeted \$407,100 for this work and is responsible for all costs and expenses of constructing the utility crossings.

**FISCAL IMPACT:** The estimated cost of the work identified above is \$3,207,100 which is being funded by RM3 funds (\$2,800,000) and the Town of Windsor (\$407,100.)

Sincerely,

/s/

Heather McKillop  
Chief Financial Officer

Attachment(s):

- 1) Resolution No. 2024-10
- 2) Budget Amendment #7 - Appendix A – Passenger Sources and Uses 2023

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE SONOMA-MARIN AREA RAIL TRANSIT DISTRICT, STATE OF CALIFORNIA, AMENDING RESOLUTION NO. 2023-23, THE ANNUAL BUDGET FOR FISCAL YEAR 2023-2024 TO PROVIDE FOR REVISED EXPENDITURE AUTHORITY**

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**WHEREAS**, as part of its approval of the Annual Budget for Fiscal Year 2023-2024, the Board of Directors considered the annual expenditures necessary for the Sonoma-Marín Area Rail Transit District; and

**WHEREAS**, the Board previously amended the Annual Budget with Resolution No. 2023-38 (Amendment #1) to modify expenditure authority for the Petaluma North Station project; and

**WHEREAS**, the Board previously amended the Annual Budget with Resolution No. 2023-41 (Amendment #2) to modify expenditure authority for additional budget modifications and carryforward of funds from Fiscal Year 2023 to Fiscal Year 2024; and

**WHEREAS**, the Board previously amended the Annual Budget with Resolution No. 2023-42 (Amendment #3) to modify expenditure authority for Santa Rosa Airport Station to Windsor; and

**WHEREAS**, the Board previously amended the Annual Budget with Resolution No. 2023-45 (Amendment #4) to modify position authority; and

**WHEREAS**, the Board previously amended the Annual Budget with Resolution No. 2024-01 (Amendment #5) to modify the Marketing and Communications budget to implement elements of the Strategic Marketing and Public Outreach plan; and

**WHEREAS**, the Board previously amended the Annual Budget with Resolution No. 2024-03 (Amendment #6) to modify expenditure authority for adjustments to reflect the realities at the midpoint of the year in the Amended Budget;

**WHEREAS**, the Board desires to amend the Annual Budget Resolution No. 2023-23 to modify expenditure authority for the addition of Regional Measure 3 (RM3) and the Town of Windsor funds;

**NOW, THEREFORE, BE IT RESOLVED** that expenditure authority in Resolution No. 2023-23, Fiscal Year 2023-2024 Adopted Budget, Appendix A is hereby amended.

**BE IT FURTHER RESOLVED** except as specifically amended or supplemented by this Resolution, Resolution No. 2023-23, together with all supplements, amendments, and exhibits thereto is, and shall continue to be, in full force and effect as originally adopted, and otherwise contained herein shall, or shall be construed to, modify, invalidate, or otherwise affect and provision of Resolution No. 2023-23.

**Resolution No. 2024-10**  
**Sonoma-Marín Area Rail Transit District**  
**April 3, 2024**

**PASSED AND ADOPTED** at a regular meeting of the Board of Directors of the Sonoma-Marín Area Rail Transit District held on the 3rd day of April 2024, by the following vote:

**DIRECTORS:**

AYES:

NOES:

ABSENT:

ABSTAIN:

---

Eric Lucan, Chair, Board of Directors  
Sonoma-Marín Area Rail Transit District

ATTEST:

---

Leticia Rosas, Clerk of the Board of Directors  
Sonoma-Marín Area Rail Transit District

Appendix A - Passenger Rail/Pathway Sources & Uses				
FISCAL YEAR 2023-2024 AMENDED BUDGET				
		A	B	C
		Amendment #6	Amendment #7	Amended Budget
1	<b>Beginning Fund Balance *</b>	\$ 90,529,548	\$ -	\$ 90,529,548
2	<b>Revenues</b>			
3	<b>SMART S&amp;U Tax</b>			
4	Measure Q	\$ 50,031,000	\$ -	\$ 50,031,000
6	<b>Federal Funds</b>			
7	5307 - Urbanized Area Formula Funds (Preventative Maintenance)	\$ 3,997,642		\$ 3,997,642
8	Discretionary Earmark	\$ -	\$ -	\$ -
9	FRA - Consolidated Rail Infrastructure and Safety Improvements (CRISI)	\$ 250,000		\$ 250,000
10	FRA Suicide Prevention Grant	\$ 78,902		\$ 78,902
11	Quick Strike (CMAQ) McInnis to Smith Ranch Rd)	\$ 1,422,537	\$ -	\$ 1,422,537
12	<b>State Funds</b>			
13	AHSC - Roseland Village (Round5)	\$ 2,038,161		\$ 2,038,161
14	AHSC - Kashia Tribe (Round 7)	\$ 750,000		\$ 750,000
15	AHSC - Petaluma (Danco)	\$ 645,515		\$ 645,515
16	ATP - SoCo Pathway - CTC/Caltrans/MTC	\$ 4,138,101	\$ -	\$ 4,138,101
17	Caltrans Sustainability Communities Competative Planning Grant	\$ 400,000		\$ 400,000
18	Clean California Transit Grant	\$ 1,000,000		\$ 1,000,000
19	LCTOP - Low Carbon Transit Operating	\$ 520,218		\$ 520,218
20	LPP - Local Partnership Program	\$ 1,422,537	\$ -	\$ 1,422,537
21	ITIP - Windsor Systems	\$ 6,966,677		\$ 6,966,677
22	SCCP - Windsor	\$ 16,658,614		\$ 16,658,614
23	SRA - State Rail Assistance	\$ 5,026,754		\$ 5,026,754
24	STA - State Transit Assistance (Population)	\$ 653,792		\$ 653,792
25	STA - State Transit Assistance (Revenue)	\$ 3,170,013		\$ 3,170,013
26	STA - SGR (State of Good Repair)	\$ 330,712		\$ 330,712
27	State Funds - Shuttle Service	\$ 500,000	\$ -	\$ 500,000
28	TIRCP - Petaluma North and McDowell Crossing	\$ 3,325,343		\$ 3,325,343
29	TIRCP - Windsor to Healdsburg	\$ 200,000	\$ -	\$ 200,000
30	<b>Other Sources</b>			
31	Advertising	\$ 70,000		\$ 70,000
32	Charges for Services	\$ 75,637		\$ 75,637
33	Fare Revenues	\$ 1,803,384		\$ 1,803,384
34	Interest Earning	\$ 627,926		\$ 627,926
35	Misc.	\$ 5,659		\$ 5,659
36	Parking	\$ 15,000		\$ 15,000
37	Rent - Real Estate	\$ 423,721		\$ 423,721
38	<b>Regional Funds</b>			
39	Measure M - SCTA	\$ 974,254		\$ 974,254
40	Other Governments	\$ 4,040,567	\$ 407,100	\$ 4,447,667
41	Regional Measure 3 (RM3)	\$ -	\$ 2,800,000	\$ 2,800,000
42	<b>Total Revenues</b>	\$ 111,562,666	\$ 3,207,100	\$ 114,769,766
43	<b>Total Revenues + Fund Balance+ Rollforward</b>	\$ 202,092,214	\$ 3,207,100	\$ 205,299,314

44				
45		<b>Amendment #6</b>	<b>Amendment #7</b>	<b>Amended Budget</b>
46	<b>Debt Service</b>	\$ 16,296,220	\$ -	\$ 16,296,220
47	Salaries & Benefits	\$ 27,157,564		\$ 27,157,564
48	Reduction for Salaries Charged to Projects	\$ (1,130,258)		\$ (1,130,258)
49	Reduction for Allocation of Salaries/ Services/ Supplies to Freight	\$ (120,000)		\$ (120,000)
50	Service & Supplies	\$ 20,381,904	\$ -	\$ 20,381,904
51	<b>Total Salaries, Benefits, Service, &amp; Supplies</b>	\$ 46,289,210	\$ -	\$ 46,289,210
52	Contribution to OPEB/ CalPERS Liability Fund	\$ 500,000		\$ 500,000
53	Contribution to Capital Sinking Fund	\$ 1,000,000		\$ 1,000,000
54	Operating Reserve	\$ 1,278,617		\$ 1,278,617
55	<b>Total Reserve Contributions</b>	\$ 2,778,617	\$ -	\$ 2,778,617
56	Environmental	\$ 263,398	\$ -	\$ 263,398
57	Planning	\$ 119,877	\$ -	\$ 119,877
58	<b>Total Planning &amp; Environmental</b>	\$ 383,275	\$ -	\$ 383,275
59	<b>Total Debt Service, Operating, Reserves, Environmental/ Planning</b>	\$ 65,747,322	\$ -	\$ 65,747,322
60	<b>Balance</b>	\$ 136,344,892	\$ 3,207,100	\$ 139,551,992
61				
62		<b>Amendment #6</b>	<b>Amendment #7</b>	<b>Amended Budget</b>
63				
64	<b>State of Good Repair</b>			
65	Bridges	\$ 136,458		\$ 136,458
66	DMU	\$ 2,037,000	\$ -	\$ 2,037,000
67	Equipment	\$ 69,500	\$ -	\$ 69,500
68	Information Technology	\$ 501,422	\$ -	\$ 501,422
69	Non-Revenue Vehicles	\$ 1,037,906	\$ -	\$ 1,037,906
70	Other Construction	\$ 177,780	\$ 407,100	\$ 584,880
71	Safety and Security	\$ 78,902	\$ -	\$ 78,902
72	Track, MOW, and Facilities	\$ 291,333	\$ -	\$ 291,333
73	<b>Total State of Good Repair</b>	\$ 4,330,301	\$ 407,100	\$ 4,737,401
74				
75		<b>Amendment #6</b>	<b>Amendment #7</b>	<b>Amended Budget</b>
76				
77	<b>Capital Projects</b>			
78	Expansion	\$ 37,095,913	\$ -	\$ 37,095,913
79	Land Purchase	\$ -	\$ -	\$ -
80	Pathways	\$ 13,575,801	\$ 2,800,000	\$ 16,375,801
81	<b>Total Capital Expenditures</b>	\$ 50,671,714	\$ 2,800,000	\$ 53,471,714
82	<b>Ending Fund Balance</b>	\$ 81,342,877	\$ -	\$ 81,342,877

\* Excludes Reserves



April 3, 2024

**Eric Lucan, Chair**  
Marin County Board of Supervisors

**Melanie Bagby, Vice Chair**  
Sonoma County Mayors' and Councilmembers Association

**Kate Colin**  
Transportation Authority of Marin

**Chris Coursey**  
Sonoma County Board of Supervisors

**Rachel Farac**  
Transportation Authority of Marin

**Debora Fudge**  
Sonoma County Mayors' and Councilmembers Association

**Patty Garbarino**  
Golden Gate Bridge,  
Highway/Transportation District

**Barbara Pahre**  
Golden Gate Bridge,  
Highway/Transportation District

**Gabe Paulson**  
Marin County Council of Mayors and Councilmembers

**David Rabbitt**  
Sonoma County Board of Supervisors

**Chris Rogers**  
Sonoma County Mayors' and Councilmembers Association

**Mary Sackett**  
Marin County Board of Supervisors

**Eddy Cumins**  
General Manager

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Sonoma-Marín Area Rail Transit Board of Directors  
5401 Old Redwood Highway, Suite 200  
Petaluma, CA 94954

**SUBJECT:** Adopt Resolutions for Change Orders 017 and 018 to Construction Contract No. CV-DB-18-001 with Stacy & Witbeck, Inc.

Dear Board Members:

**RECOMMENDATION:**

- 1) Adopt Resolution No. 2024-06 authorizing the General Manager to execute Change Order 017 to Construction Contract No. CV-DB-18-001 with Stacy & Witbeck, Inc. in the amount of \$2,829,668.48 total not-to-exceed amount of \$59,865,267.88 to complete the construction of a pedestrian undercrossing in the Town of Windsor.
- 2) Adopt Resolution No. 2024-05 authorizing the General Manager to execute Change Order 018 to Construction Contract No. CV-DB-18-001 with Stacy & Witbeck, Inc. in the amount of \$370,100 for a total not-to-exceed amount of \$60,235,367.88 (including Change Order 017) to install three utility crossings beneath the SMART track for the Town of Windsor.

**SUMMARY:**

This staff report presents two (2) change orders that would add scope to the Construction Contract No. CV-DB-18-001, that is constructing the rail and pathway improvements in the Windsor Extension Project.

Change Order 017, in the amount of \$2,829,668.48, completes the construction of the pedestrian undercrossing in the Town of Windsor. This change order will be funded by \$2,800,000 in Regional Measure 3 (RM 3) Bridge Toll - North Bay Transit Access Improvements funds and \$29,668.48 from the Windsor Extension contingency fund.

Change Order 018, in the amount of \$370,100, would install three utility crossings: two (2) reclaimed water lines; and a sewer force main beneath the SMART tracks for the Town of Windsor. The Town has committed to pay for the work.

**BACKGROUND:**

SMART is currently constructing the passenger rail and pathway extensions to the Town of Windsor (Town). The project includes the construction of track, pathway, drainage systems, bridges, communication systems, passenger station, park and ride lot, and train control system. Construction began in 2019 and was put on hold in early 2021 when the RM3 voter approved bridge toll funding litigation was appealed to the California Supreme Court. SMART secured funding for the remainder of the work and resumed construction in December 2023.

During the design of the Windsor Extension, the Town requested that a pedestrian connection across the track be incorporated into the project to provide community connectivity in an area where grade crossings are over a mile apart, with schools and residences separated by the tracks. Windsor High School is located near this grade separation project and there is existing pedestrian traffic in the area that will benefit. SMART incorporated a grade separated non-motorized undercrossing beneath the track as part of design of the bicycle and pedestrian pathway, with the design work funded by the Town of Windsor. SMART also secured approval from the California Public Utilities Commission (CPUC) for the new grade separated crossing prior to the hiatus in extension construction.

In Fall 2023, the Town committed \$1,500,000 towards the construction of the pedestrian undercrossing to cover installation of a concrete undercrossing box and retaining walls to support the track structure – essentially the minimal items to be able to complete the work in the future without interfering with rail service.

With the resumption of construction work on the extension in December 2023, SMART and the Town began the process to request sufficient funds to ensure the grade separation would be open for public use when rail service commences to Windsor. The Sonoma County Transportation Authority (SCTA) has been given authority by the Metropolitan Transportation Commission (MTC) to prioritize how 1/5, or \$20 million, of the \$100 million North Bay Transit Access Improvements RM3 project will be disbursed. SCTA's Board of Directors approved \$2.8 million of these funds should go towards completion this grade separation project. Required remaining documents for these funds, the Initial Project Report and local authorizing resolution, are included in today's meeting under Agenda Item (6c). MTC is scheduled to consider this programming request at their May meetings, with the full Commission's approval scheduled for May 22. Reimbursable work can commence after that date. To accommodate this work, Change Order 017 increases Contract No. CV-DB-18-001 by \$2,829,668.48 for a total not-to-exceed amount of \$59,865,267.88 to include the remaining pedestrian undercrossing work.

Separately, the Town of Windsor requested three utility crossings be constructed as part of the track work including two reclaimed water lines and one sewer force main. The Town of Windsor has an established Reclamation Master Plan for wastewater treatment, storage, and reuse and established goals for its recycled water program which included expansion of recycled water use to the airport areas. Constructing the Town's utility crossing during the track construction will ensure proper utility depth, competent compaction, assist the Town in achieving its goals, and is a responsible use of public funds. The Town is committed to funding the cost of the work.

Thus, Change Order 017 increases Contract No. CV-DB-18-001 by \$370,100 for a total not-to-exceed amount of \$60,235,367.88 to include the utility crossing work for the Town of Windsor.

Staff recommends approving Resolution Numbers 2024-05 and 2024-06 authorizing the General Manager to execute Change Orders 017 and 018 to Construction Contract No. CV-DB-18-001 with Stacy & Witbeck, Inc. in the amount of \$2,829,668.48 and \$370,100, for a total not-to-exceed amount of \$60,235,367.88 with no time extension to the contract.

**FISCAL IMPACT:** A budget amendment is included in today’s agenda to add funding to the Fiscal Year 2023-2024 Budget for these two change orders.

**REVIEWED BY:** [ x ] Finance   /s/                  

[ x ] Counsel   /s/                  

Very truly yours,

/s/

Bill Gamlen, P.E.  
Chief Engineer

Attachment(s):

- 1) Resolution No. 2024-05
- 2) Resolution No. 2024-06

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE SONOMA-MARIN AREA RAIL TRANSIT DISTRICT  
AWARDING CHANGE ORDER 018 TO CONTRACT NO. CV-DB-18-001 FOR THE CONSTRUCTION OF  
THREE UTILITY CROSSINGS FOR THE TOWN OF WINDSOR**

---

**WHEREAS**, On November 22, 2019, the SMART District (District) awarded Contract No. CV-DB-18-001 to Stacy & Witbeck, Inc. for the design and construction of Civil and Track Construction elements for the 3-mile extension of the SMART District passenger rail system to the Town of Windsor; and

**WHEREAS**, the Town of Windsor has requested that SMART allow the installation of three (3) utility crossings beneath the SMART tracks; and

**WHEREAS**, the Town has committed to executing a license agreement for the utility crossings; and

**WHEREAS**, the Town has requested that SMART install the utility crossings as part of constructing the SMART passenger rail improvements in the Windsor Extension Project; and

**WHEREAS**, the Town has committed to paying for the cost of installing the utility crossings; and

**WHEREAS**, SMART executed a funding agreement with the Town of Windsor to construct three (3) utility crossings under the SMART tracks; and

**WHEREAS**, SMART has prepared Change Order 018 to Contract No. CV-DB-18-001 construct the utility crossings.

**NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:**

1. That the foregoing recitals are true and correct.
2. That Change Order 018 to Contract No. CV-DB-18-001, a copy of which is attached hereto and incorporated herein as Exhibit "A", is hereby awarded.

**PASSED AND ADOPTED** at a regular meeting of the Board of Directors of the Sonoma-Marín Area Rail Transit District held on the 3rd day of April 2024, by the following vote:

**DIRECTORS:**

AYES:

NOES:

ABSENT:

ABSTAIN:

---

Eric Lucan, Chair, Board of Directors  
Sonoma-Marín Area Rail Transit District

ATTEST:

---

Leticia Rosas, Clerk of Board of Directors  
Sonoma-Marín Area Rail Transit District

Contract No.: CV-DB-18-001  
 Contract Title: Windsor Extension Project  
 Change Order No: 018  
 Title: Town of Windsor Utility Crossings



**Issued to:**

Stacy and Witbeck Inc.  
 2800 Harbor Bay Parkway  
 Alameda, California 94502

**CO Title:** Town of Windsor Utility Crossings

**Change Notice References Include:** 011

**The original Contract Price due to this CO will change by:** \$370,100.00

**The original Contract Performance Time due to the CO will be change by:** 0 working days

EXCEPT AS MODIFIED BY THIS CHANGE ORDER, ALL TERMS AND CONDITIONS OF THE CONTRACT, AS PREVIOUSLY MODIFIED, REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT. THE PARTIES AGREE THAT THIS CHANGE ORDER IS A FINAL AND EQUITABLE ADJUSTMENT OF THE CONTRACT TIME AND CONTRACT AMOUNT AND CONSTITUTES A MUTUAL ACCORD AND SATISFACTION OF ALL CLAIMS, CURRENT OR FUTURE, OF WHATEVER NATURE CAUSED BY OR ARISING OUT OF THE FACTS AND CIRCUMSTANCES SURROUNDING THIS CHANGE ORDER INCLUDING, BUT NOT LIMITED TO, DIRECT, INDIRECT AND CONSEQUENTIAL COSTS; ADDITIONAL TIME FOR PERFORMANCE; AND THE IMPACT OF THE CHANGE SPECIFIED IN THIS CHANGE ORDER, ALONE OR TAKEN WITH OTHER CHANGES, ON THE UNCHANGED WORK.

**Description of Change:**

Install three (3) utility crossings in accordance with the attached *Recycled Water Main and Sewer Force Main Installation at SMART Track Crossings* design. The work is summarized as follows:

- Removal and replacement of concrete curb and gutter to allow for construction of the new sewer force main.
- Patch trenches.
- Install temporary bike lane.
- Pothole existing utilities.
- Installation of 104' of 8" PVC reclaimed water line in an 80 foot long 18" DIP casing near Kittyhawk Blvd.
- Installation of 84' of 8" PVC reclaimed water line in an 84 foot long 18" DIP casing at Aviation Blvd.
- Installation of 175' of 18" PVC sewer force main that has an 84 foot long 36" DIP casing under the tracks at Shiloh Rd. The new sewer force main will continue onto Town of Windsor's property to intercept an existing sewer main and tie into a new 60" manhole.

Work will be constructed while the track is out of service.

Pay Item	WBS Task Code	Description	Unit	Qty.	Unit Price	Item Total
CO-018	4002	TOW Utility Crossings	1	LS	\$ 370,100.00	\$ 370,100.00

Contract No.: CV-DB-18-001  
Contract Title: Windsor Extension Project  
Change Order No: 018  
Title: Town of Windsor Utility Crossings



IN WITNESS WHEREOF, the Sonoma - Marin Area Rail Transit and Stacy Witbeck, Inc. have executed this Change Order as of the last date written below.

**SONOMA-MARIN AREA RAIL TRANSIT DISTRICT:**

Concurred By: \_\_\_\_\_  
**John Riley, Project Manager** **Date**

Concurred By: \_\_\_\_\_  
**Bill Gamlen, Chief Engineer** **Date**

Reviewed By: \_\_\_\_\_  
**Heather McKillop, Chief Financial Officer** **Date**

**The undersigned agrees to the terms and conditions described herein.**

**STACY WITBECK, INC.**

Printed Name: \_\_\_\_\_

By: \_\_\_\_\_  
Authorized Signatory for Contractor **Date**

**SONOMA-MARIN AREA RAIL TRANSIT DISTRICT:**

By: \_\_\_\_\_  
**Eddy Cumins, General Manager** **Date**

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE SONOMA-MARIN AREA RAIL TRANSIT DISTRICT  
AWARDING CHANGE ORDER 017 TO CONTRACT NO. CV-DB-18-001 FOR THE CONSTRUCTION OF A  
PEDESTRIAN UNDERCROSSING IN THE TOWN OF WINDSOR**

---

**WHEREAS**, On November 22, 2019, the SMART District (District) awarded Contract No. CV-DB-18-001 to Stacy & Witbeck, Inc. for the design and construction of Civil and Track Construction elements for the 3-mile extension of the SMART District passenger rail system to the Town of Windsor; and

**WHEREAS**, The SMART District executed Change Order 015 in December 2023 which included funding to install the fundamental elements of a pedestrian undercrossing, but did not complete the undercrossing; and

**WHEREAS**, SMART and the Town of Windsor have secured the balance of funding to complete the undercrossing as part of the passenger rail and pathway construction; and

**WHEREAS**, The SMART District has prepared Change Order 017 to complete construction of the pedestrian undercrossing.

**NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:**

1. That the foregoing recitals are true and correct.
2. That Change Order 017 to Contract No. CV-DB-18-001, a copy of which is attached hereto and incorporated herein as Exhibit "A", is hereby awarded.

**PASSED AND ADOPTED** at a regular meeting of the Board of Directors of the Sonoma-Marín Area Rail Transit District held on the 3<sup>rd</sup> day of April 2024, by the following vote:

**DIRECTORS:**

AYES:

NOES:

ABSENT:

ABSTAIN:

---

Eric Lucan, Chair, Board of Directors  
Sonoma-Marín Area Rail Transit District

ATTEST:

---

Leticia Rosas, Clerk of Board of Directors  
Sonoma-Marín Area Rail Transit District

Contract No.: CV-DB-18-001  
 Contract Title: Windsor Extension Project  
 Change Order No: 017  
 Title: Pedestrian Undercrossing



**Issued to:**

Stacy and Witbeck Inc.  
 2800 Harbor Bay Parkway  
 Alameda, California 94502

**CO Title:** Pedestrian Undercrossing

**Change Notice References Include:** 003

**The original Contract Price due to this CO will change by:** \$2,829,668.48

**The original Contract Performance Time due to the CO will be change by:** 0 working days

EXCEPT AS MODIFIED BY THIS CHANGE ORDER, ALL TERMS AND CONDITIONS OF THE CONTRACT, AS PREVIOUSLY MODIFIED, REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT. THE PARTIES AGREE THAT THIS CHANGE ORDER IS A FINAL AND EQUITABLE ADJUSTMENT OF THE CONTRACT TIME AND CONTRACT AMOUNT AND CONSTITUTES A MUTUAL ACCORD AND SATISFACTION OF ALL CLAIMS, CURRENT OR FUTURE, OF WHATEVER NATURE CAUSED BY OR ARISING OUT OF THE FACTS AND CIRCUMSTANCES SURROUNDING THIS CHANGE ORDER INCLUDING, BUT NOT LIMITED TO, DIRECT, INDIRECT AND CONSEQUENTIAL COSTS; ADDITIONAL TIME FOR PERFORMANCE; AND THE IMPACT OF THE CHANGE SPECIFIED IN THIS CHANGE ORDER, ALONE OR TAKEN WITH OTHER CHANGES, ON THE UNCHANGED WORK.

**Description of Change:**

Complete construction of the pedestrian undercrossing near Patrick Lane per Windsor Extension - Design Package 3 plans. Change Order 15 added the construction of the undercrossing box and soldier pile walls along the track to the contract. This change order completes the construction of the undercrossing and connecting pathways in accordance with the contract drawings to provide a complete functional undercrossing.

Pay Item	WBS Task Code	Description	Unit	Qty.	Unit Price	Item Total
CO-017	4602	Pedestrian Undercrossing – Earthwork	1	LS	\$359,348.05	\$359,348.05
CO-017	4603	Pedestrian Undercrossing – Site Structures	1	LS	\$2,225,677.40	\$2,225,667.40
CO-017	4612	Pedestrian Undercrossing – Lighting	1	LS	\$244,643.03	\$244,643.03

Contract No.: CV-DB-18-001  
Contract Title: Windsor Extension Project  
Change Order No: 017  
Title: Pedestrian Undercrossing



IN WITNESS WHEREOF, the Sonoma - Marin Area Rail Transit and Stacy Witbeck, Inc. have executed this Change Order as of the last date written below.

**SONOMA-MARIN AREA RAIL TRANSIT DISTRICT:**

Concurred By: \_\_\_\_\_  
**John Riley, Project Manager** **Date**

Concurred By: \_\_\_\_\_  
**Bill Gamlen, Chief Engineer** **Date**

Reviewed By: \_\_\_\_\_  
**Heather McKillop, Chief Financial Officer** **Date**

**The undersigned agrees to the terms and conditions described herein.**

**STACY WITBECK, INC.**

Printed Name: \_\_\_\_\_

By: \_\_\_\_\_  
Authorized Signatory for Contractor **Date**

**SONOMA-MARIN AREA RAIL TRANSIT DISTRICT:**

By: \_\_\_\_\_  
**Eddy Cumins, General Manager** **Date**