



Sonoma-Marin Area Rail Transit
5401 Old Redwood Hwy, Suite 200
Petaluma, CA 94954

AGENDA ITEM 06b

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Sonoma County Board of Supervisors

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GENERAL MANAGER
Eddy Cumins

August 19, 2026

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

SUBJECT: Adopt Resolution 2026-23 authorizing the General Manager to execute Construction and Funding Agreement No. FN-OT-26-004 with the City of Santa Rosa.

Dear Board Members:

RECOMMENDATIONS: Adopt Resolution 2026-23 authorizing the General Manager to execute Construction and Funding Agreement No. FN-OT-26-004 with the City of Santa Rosa to improve the West 3rd Street crossing as part of SMART's Design and Construction of the Santa Rosa At-Grade Crossing Improvements Project under Design-Build Agreement No. CV-DB-26-001.

SUMMARY: The City of Santa Rosa ("City") would like SMART to include signal improvements to the West 3rd Street Crossing as part of SMART's Design and Construction of the Santa Rosa At-Grade Crossing Improvements Project under Design-Build Agreement No. CV-DB-26-001.

BACKGROUND: SMART was awarded a construction grant from the California Department of Housing and Community Development, Affordable Housing and Sustainable Communities Program ("AHSC Grant") to improve pedestrian access to the Santa Rosa Downtown District Station. This grant includes the construction of District's non-motorized pathway from Joe Rodota Trail to West 3rd Street in Santa Rosa which includes the completion of the sidewalk on the South side of West 3rd Street adjacent to District's property ("SMART's Pathway Project"). The City was also awarded the AHSC Grant for City's improvements to the West Third Street grade crossing consisting of adding a traffic signal, crosswalk, median, pavement striping and completing the sidewalk, including curb ramps, on the north side of West 3rd Street ("City's Grade Crossing Project").

The City requested the Parties combine the design and construction projects to improve efficiencies and minimize disruptions to the public. The parties desire to enter into this Construction and Funding Agreement No. FN-OT-26-004 so that the City's project can be incorporated as a separate standalone bid table in SMART's Design-Build Agreement No. CV-DB-26-

001 for the Design and Construction of the Santa Rosa At-Grade Crossing Improvements Project, which is currently being competitively procured.

The City, through this Construction and Funding Agreement No. FN-OT-26-004, has agreed to pay all costs associated with the construction of the City's Grade Crossing Project, currently estimated to be \$1,181,887.50, which includes a contingency of approximately 15%. Actual costs of construction of the Grade Crossing Project will be determined during SMART's solicitation and competitive bidding process which is currently in process.

SMART shall invoice the City monthly for the City's portion of the project, as the District's Design-Build Entity awarded the work invoices SMART for the Grade Crossing Project. Within 30 days of receipt of District's invoice, City shall reimburse District for the costs of constructing the Grade Crossing Project.

The City approved Construction and Funding Agreement No. FN-OT-26-004 on June 2, 2026.

Staff recommend adopting Resolution 2026-23 authorizing the General Manager to execute Construction and Funding Agreement No. FN-OT-26-004 with the City of Santa Rosa to improve the West Third Street crossing.

FISCAL IMPACT: None – the City is funding the work.

Respectfully,

/s/

Bill Gamlen, P.E.
Chief Engineer

Attachment: 1.) Resolution 2026-23
2.) Construction and Funding Agreement No. FN-OT-26-004

RESOLUTION OF THE BOARD OF DIRECTORS OF THE SONOMA-MARIN AREA RAIL TRANSIT DISTRICT ("DISTRICT") APPROVING CONSTRUCTION AND FUNDING AGREEMENT NO. FN-OT-26-004 WITH THE CITY OF SANTA ROSA ("CITY") FOR WEST 3RD STREET SIGNALIZED GRADE CROSSING IMPROVEMENTS

WHEREAS, the District intends to construct a new pathway connection to the Joe Rodota Trail from West 3rd Street, which involves improvements across the track at West 3rd Street; and

WHEREAS, the City intends to install a new traffic signal at the intersection of West 3rd Street and District's non-motorized pathway; and

WHEREAS, the City and the District agree that it makes sense to combine the work into a single contract to maximize economies of scale and minimize disruption to the public; and

WHEREAS, SMART and the City have negotiated Construction and Funding Agreement No. FN-OT-26-004 to include the City's traffic signal improvements in the District's Design and Construction of the Santa Rosa At-Grade Crossing Improvement Project, currently being competitively procured under Agreement No. CV-DB-26-001; and

WHEREAS, under this Construction and Funding Agreement, the District will construct the City's portion of the project in the estimated amount of \$1,181,887.50, including a 15% contingency; and

WHEREAS, the estimated cost of construction does not represent a maximum not-to-exceed amount, and the City is responsible for all costs associated with the City's share of the project, including if costs exceed the estimated amount.

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

1. The foregoing Recitals are true and correct and are incorporated herein and form a part of this Resolution.
2. The General Manager is authorized to execute Construction and Funding Agreement No. FN-OT-26-004 with the City of Santa Rosa for the West 3rd Street signalized grade crossing improvements.

Resolution No. 2026-23
Sonoma-Marin Area Rail Transit District
August 19, 2026

PASSED AND ADOPTED at a regular meeting of the Board of Directors of the Sonoma-Marin Area Rail Transit District held on the 19th day of August, 2026, by the following vote:

DIRECTORS:

AYES:

NOES:

ABSENT:

ABSTAIN:

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

ATTEST:

Kyreen Jorgensen, Clerk of the Board of Directors
Sonoma-Marin Area Rail Transit District

CONSTRUCTION AND FUNDING AGREEMENT

SONOMA-MARIN AREA RAIL TRANSIT DISTRICT AND CITY OF SANTA ROSA

TRAFFIC SIGNAL CONSTRUCTION AND PATH OF TRAVEL IMPROVEMENTS AT THE W. 3RD STREET GRADE CROSSING

THIS CONSTRUCTION AND FUNDING AGREEMENT (“Agreement”) is entered into as of _____, 20__, by and between the **SONOMA-MARIN AREA RAIL TRANSIT DISTRICT** (“District”), a public entity duly established under the laws of California (District), and **City of Santa Rosa**, a California municipal corporation (“City”), collectively (the “Parties”).

Recitals

- A. The District rail corridor, historically known as the Northwestern Pacific Railroad Authority (NWPRA), generally parallels Highway 101 running north-south in Sonoma and Marin Counties. The corridor is owned by the District from Milepost (MP) 89 in Cloverdale southward to MP 11.9 in Corte Madera.
- B. District has completed California Environmental Quality Act (CEQA) review and designed and constructed a passenger rail service, Stations, and an accompanying multi use path along an approximately 45-mile existing rail corridor which will eventually extended to 70-miles from Cloverdale in Sonoma County, California, to Larkspur, Marin County, California (the “District Rail and Pathway Project”). City has determined that the addition of a signal and related work would be categorically exempt.
- C. The District was awarded a construction grant from the California Department of Housing and Community Development, Affordable Housing and Sustainable Communities Program (“AHSC Grant”) to improve pedestrian access to the Santa Rosa Downtown District Station. This grant includes the construction of District’s non-motorized pathway from Joe Rodota Trail to W. 3rd Street in Santa Rosa, which includes the completion of the sidewalk on the south side of W. 3rd Street adjacent to District’s property (“District’s Pathway Project”).
- D. The City was also awarded the AHSC Grant for City’s improvements to the W. 3rd Street grade crossing consisting of adding a traffic signal, crosswalk, median, pavement striping and completing the sidewalk, including curb ramps, on the north side of W. 3rd Street (“City’s Grade Crossing Project”).
- E. The two projects have a nexus on the south side of W. 3rd Street allowing pedestrians to access the District Santa Rosa Downtown Station from the existing Joe Rodota Trail.
- F. District executed the Marin – Sonoma Non-Motorized Pathway Design and Permitting Project Agreement to BKF Engineers (CV-PS-21-003). The agreement includes the design and permitting of seven (7) segments of pathway in Marin and Sonoma Counties, one (1) of which is the District’s Pathway Project.

- G. The City requested the Parties combine design projects to increase coordination and the Parties agree to enter into this Construction and Funding Agreement to provide a complete design of the W. 3rd Street improvements.
- H. District prepared Construction documents for the District's Pathway Project in preparation and will obtain proposals for the design and construction.
- I. The City requested that in conjunction with the District's construction work for the District's Pathway Project, District consider performing or causing to perform certain additional final design and construction work for the City in order to better integrate and coordinate the Projects.
- J. District is interested in increasing coordination between the two projects and supports the City's desire to coordinate the construction projects.
- K. The City is committed to fully funding and paying for the construction of the City's Grade Crossing Project. The parties desire to enter into this Project Funding Agreement so that the City's project can be incorporated as a separate standalone bid table into a future District construction contract, at the City's sole cost and expense.
- L. The City acknowledges and agrees that the City's Grade Crossing Project, its approval and implementation is a separate stand-alone City project, and District is not responsible for and does not warrant, guaranty, or make any determination regarding the suitability of the City's Grade Crossing Project. The approval and responsibility for the City's Grade Crossing Project implementation rests solely with the City. District acknowledges and agrees that the operation of its own signaling equipment (i.e. alternating flashing, rail gates, etc.) is distinct from the City's Grade Crossing Project, and the City is not responsible for and does not warrant, guaranty, or make any determination regarding the suitability of the signaling equipment.
- M. The City, through this project funding agreement, has agreed to pay all costs associated with the construction of the City's Grade Crossing Project currently estimated to be \$1,181,887.50 which includes a contingency of approximately 15% (Exhibit B).
- N. Actual costs of construction of the Grade Crossing Project will be determined during the bidding process. Contract will be awarded based on competitive procurement.

Agreement

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, City 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. The District's and City's Representative for purposes of this Agreement shall be:

District

Bill Gamlen
Chief Engineer
Sonoma - Marin Area Rail Transit (SMART)
5401 Old Redwood Highway, Suite 200
Petaluma, California 94954
Phone: 707.794.3330
Email: bgamlen@sonomamarintrain.org

City

Dan Hennessey
Director – Transportation & Public Works
City of Santa Rosa
69 Stony Circle
Santa Rosa, CA
Phone: 707.543.3807
Email: dhennessey@srcity.org

3. SCOPE OF WORK

- A. Proposed Improvements/City's Grade Crossing Project: Construction of a signalized grade crossing and path of travel on the north side of W. 3rd Street. The civil construction plan is included as Exhibit A. The work will include construction of a new traffic signal, an exit gate for westbound traffic, sidewalk completion on the north side including curb ramps for the new crosswalk and pedestrian gates, updated train control software, Central Instrumentation Location (CIL) upgrades, crosswalk, new medians, and lane line changes to incorporate a new median.
- B. Request for Additional Work.
- i. Initiation Conference: City 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:
 1. Project Manager Information (name, address, phone number, fax number, and email address).
 2. Project Information (project name, project area, location map).
 3. Project/task number.
 4. Account number.
 5. Time allowed to perform the work or Construction Schedule.
 - ii. 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.

iii. Any additional work will be at the City's expense.

4. DISTRICT'S RESPONSIBILITIES

District shall be responsible for the following:

- A. Contract Administration: District shall cause the work contemplated herein to be let in accordance with District's rules and procedures and all applicable rules and regulations. District shall administer the construction contract for the City's Grade Crossing Project in its Contract No. CV-DB-26-001.
- B. Construction: The District will oversee the construction of the City's Grade Crossing Project. This does not include construction inspection for conformance with the construction documents. The District will provide the construction management of the City's Grade Crossing Project and the City will provide construction inspection.
- C. Contracting: The District shall cause the work contemplated herein to be let in accordance with District's rules and procedures and all applicable laws, rules and regulations. The District will prepare a construction package that incorporates the City's civil construction documents. The package will be competitively bid to hire a construction contractor. All costs for which District anticipates reimbursement in accordance with the terms hereof ("District Estimated Expenses") are attached hereto as Exhibit B. As set forth in section 5A, below, the parties hereto understand and agree that at the time of the execution of this Agreement, the estimated cost of the City Project is \$1,181,887.50, as shown in Exhibit B. This amount does not represent a "cap" on costs for the CITY's Project. CITY shall be responsible for all the costs of constructing the CITY Project. Actual construction costs will be determined by the bidding process. The parties agree that Exhibit B to this Agreement will be updated and amended with actual costs.

5. CITY'S RESPONSIBILITIES

City agrees to supply the following:

- A. Payment: The City is responsible for all costs associated with the City's Grade Crossing Project. City has estimated the work to cost approximately \$1,181,887.50 as shown in Exhibit B, Construction Estimate. Actual construction costs will be determined by the bidding process. The parties agree that Exhibit B to this Agreement will be updated and amended with actual costs. Work will be competitively bid, and therefore the City will commit the bid amount plus 15% contingency to cover unknowns, differing site conditions and other unanticipated costs that may arise in constructing the Grade Crossing Project. This amount does not represent a "cap" on costs for the City's Work. The City shall be responsible for all the costs and expense of constructing Grade Crossing Project pursuant to this agreement. The City shall reimburse District in accordance with Section 7 below.

- B. Changes: The City shall be solely responsible for all costs resulting from changes initiated by the City (including but not limited to changes required by regulators) or resulting from differing site conditions with respect to the City's Grade Crossing Project.
- C. Construction: City shall be responsible for timely inspection and acceptance of the City's Grade Crossing Project and shall promptly notify District if it determines the City's Grade Crossing Project/improvements are not in conformance with the design. In the event of such non-conformance of the City's Grade Crossing Project Work, City and District will confer and agree on a resolution; however, City may not direct the District's contractor.
- D. Right of Entry: City shall provide an encroachment permit to District's Contractor at no cost for the Project.
- E. Environmental Documentation: City has determined that the City's Grade Crossing Project is exempt from CEQA. City shall provide all additional environmental clearance review for the City's Grade Crossing Project if needed. City shall be responsible for the costs associated with any additional analysis, compliance documentation, permits or other entitlements as may be required under CEQA (collectively "environmental clearances").
- F. Ownership of City improvements/Work: Upon completion and acceptance of the City's Grade Crossing Project work, City shall be deemed to have assumed full responsibility, ownership, maintenance, and control of City's Grade Crossing Project improvements.

6. INDEMNIFICATION

Each party shall indemnify, fully defend hold harmless and release the other, its officers, agents and employees, from and against any and all claims, loss, proceedings, damages, causes of action, liability, costs, or expense (including attorneys' fees and witness costs) to the extent caused by the indemnifying party's negligence, recklessness, or willful misconduct in its performance of this Agreement. This indemnification obligation shall not be limited in any way by any limitation of the amount or type of acts, disability benefit acts, or other employee benefit acts.

Upon the completion and acceptance of the City's Grade Crossing Project improvements in accordance with Section 5F, and upon the termination or expiration of this Agreement, the respective duties of the District and the City concerning improvements owned by each of them in their property and rights of way shall be those duties established under applicable laws and regulations. Nothing in this Agreement is intended to modify or may be construed to modify the respective duties of the District and the City concerning improvements owned by each of them in their property and rights of way pursuant to applicable laws and regulations.

7. PAYMENT AND REIMBURSEMENT PROCEDURES

District shall invoice City monthly for the City's portion of the project as District's contractor invoices for the Grade Crossing Project. Within 30 days of receipt of District's invoice, City shall reimburse District for the costs of constructing the Grade Crossing Project.

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 City'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. City shall pay District for all expenses associated with the proportion of work completed 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

City: Dan Hennessey, P.E.
Director – Transportation and Public Works
City of Santa Rosa
69 Stony Circle
Santa Rosa, CA

When a notice is given by a generally recognized overnight courier service, the notice, invoice or payment shall be deemed received on the next business day. When a notice or payment is sent via United States Mail, it shall be deemed received seventy-two (72) hours after deposit in the United States Mail, registered or certified, return receipt requested, with the postage thereon fully prepaid. In all other instances, notices, and payments shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this paragraph.

D. Governing Law

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

E. Entire Agreement

This instrument contains the entire agreement between the parties with respect to the subject matter herein, 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 City and District

The undersigned hereby represent and warrant that he or she has authority to execute and deliver this Agreement on behalf of City 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 City or District 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 City have executed this Agreement as of the date first above written.

CITY OF SANTA ROSA:

SONOMA-MARIN AREA RAIL TRANSIT DISTRICT:

By: _____
Lori Ann Farrell, Santa Rosa Interim City Manager

By: _____
Eddy Cumins, General Manager

APPROVED AS TO FORM:

APPROVED AS TO FORM FOR DISTRICT:

By: _____
Hannah Ford-Stille, City Attorney's Office

By: _____
Jessica Sutherland, District Counsel

ATTEST:

Dina Mania, City Clerk

EXHIBIT A

CIVIL CONSTRUCTION DESIGN

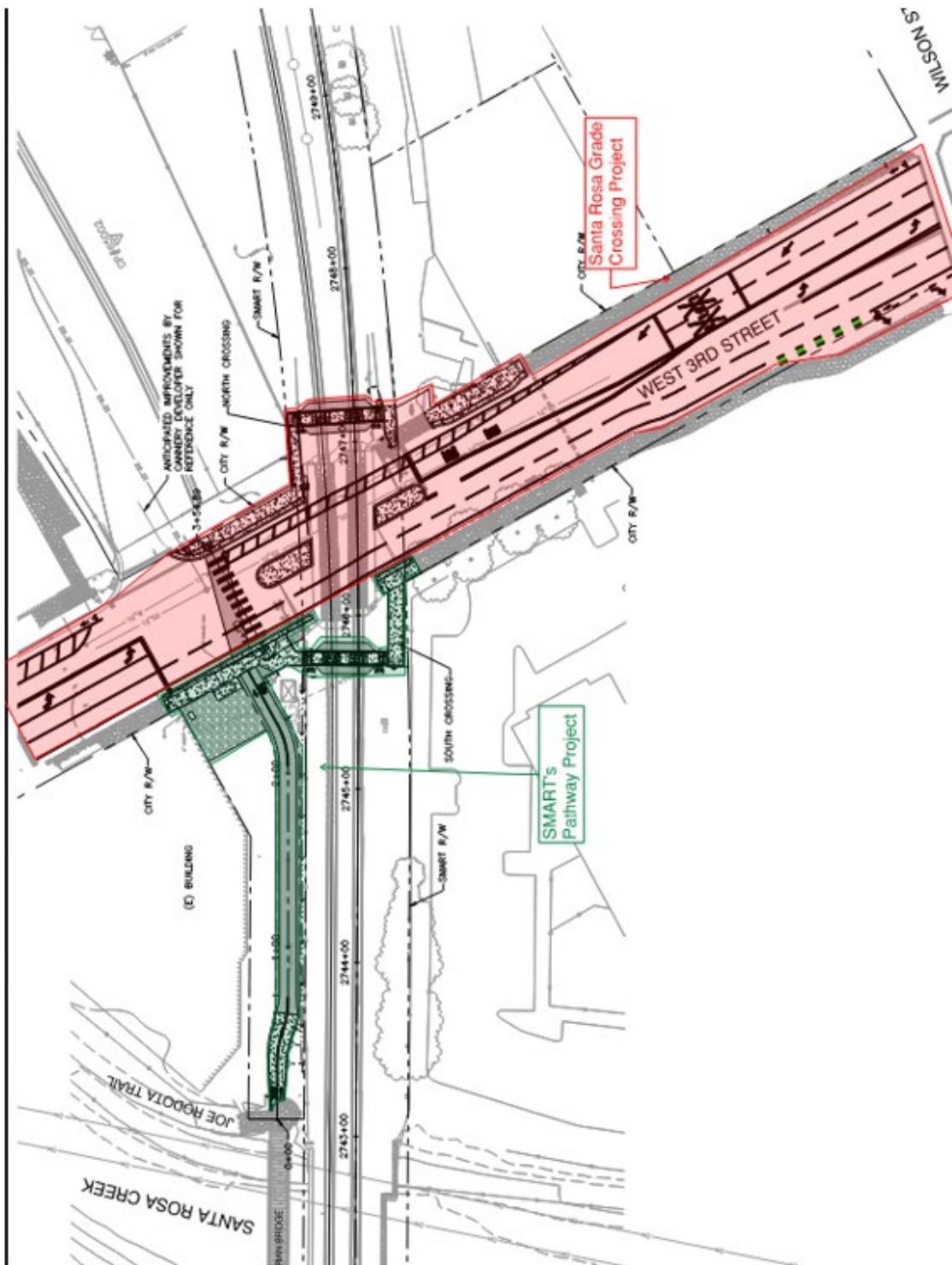


EXHIBIT B

CONSTRUCTION ESTIMATE

To be amended with actual construction costs once determined by the bidding process.

Description	Amount
Construction	\$ 945,510.00
Contingency (~15%)	\$ 141,826.50
Construction Support (~10%)	\$ 94,551.10
Total	\$ 1,181,887.50