



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

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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 2026-24 authorizing the General Manager to execute Construction and Funding Agreement No. FN-OT-26-003 with the City of Novato ("City") for the Olive Avenue Railroad Crossing Alteration Project.

Dear Board Members:

RECOMMENDATIONS:

Adopt Resolution No. 2026-24 authorizing the General Manager to execute Construction and Funding Agreement No. FN-OT-26-003 with the City of Novato for the Olive Avenue Railroad Crossing Alteration Project.

SUMMARY:

The City of Novato is advancing the Olive Avenue Widening and Storm Drain Improvements Project ("Project"), which includes improvements to the existing railroad crossing at Olive Avenue in Novato. As part of the project, the existing crossing will be modified to include a new pedestrian railroad crossing designed to improve pedestrian access and enhance public safety for residents, commuters, and pathway users.

The crossing improvements are required to accommodate the City's roadway improvements and to provide an approved pedestrian crossing over the SMART railroad corridor. The improvements will enhance connectivity for pedestrians while maintaining the safe operation of both rail and roadway facilities.

The proposed Construction and Funding Agreement No. FN-OT-26-003 establishes the cost-sharing responsibilities between SMART and the City of Novato. Under this agreement, SMART and the City will each contribute \$269,673.25 or fifty percent of the total construction cost for the Project.

BACKGROUND:

The City of Novato is undertaking the Olive Avenue Widening and Storm Drain Improvements Project to improve roadway operations, drainage infrastructure, and pedestrian access within the project area. The crossing improvements are also planned to be part of the future pathway between Grant Avenue and Rush Creek Place. Modifications to the railroad crossing are required to safely accommodate pedestrians and comply with applicable railroad safety and regulatory

requirements.

SMART has coordinated closely with the City throughout project development to ensure that the proposed crossing improvements meet operational, safety, and engineering standards and will accommodate the future bicycle and pedestrian pathway. This Construction and Funding Agreement defines each agency's financial responsibilities for construction of the railroad crossing alterations.

Execution of Construction and Funding Agreement No. FN-OT-26-003 will allow both agencies to move forward with construction in a coordinated manner, supporting the timely delivery of the City's transportation improvements, while enhancing pedestrian safety, and improving access across the SMART corridor. This Construction and Funding Agreement commits SMART to half of the project cost, or \$269,673.25 which includes a ten percent contingency.

Staff recommend approving Resolution No. 2026-24 authorizing the General Manager to execute Construction and Funding Agreement No. FN-OT-26-003 with the City of Novato for \$269,673.25.

FISCAL IMPACT:

This work is planned for and included in the FY27 budget.

Sincerely,

/s/

Bill Gamlen, P.E.
Chief Engineer

Attachment: 1.) Resolution 2026-24
2.) Construction and Funding Agreement No. FN-OT-26-003

RESOLUTION OF THE BOARD OF DIRECTORS OF THE SONOMA-MARIN AREA RAIL TRANSIT DISTRICT APPROVING CONSTRUCTION AND FUNDING AGREEMENT NO. FN-OT-26-003 WITH THE CITY OF NOVATO FOR THE OLIVE AVENUE RAILROAD CROSSING ALTERATION PROJECT

WHEREAS, the City of Novato is implementing the Olive Avenue Widening and Storm Drain Improvements Project, which includes modifications to the existing SMART railroad crossing at Olive Avenue; and

WHEREAS, the project includes the construction of a new pedestrian railroad crossing and related improvements to enhance pedestrian access, connectivity, and public safety while maintaining the safe operation of the SMART rail system; and

WHEREAS, the proposed railroad crossing improvements are needed for a future section of SMART planned bicycle and pedestrian pathway between Grant Avenue and Rush Creek Place; and

WHEREAS, SMART and the City of Novato have negotiated Construction and Funding Agreement No. FN-OT-26-003 ("Funding Agreement") establishing each agency's responsibilities for the design, construction, ownership, maintenance, and cost-sharing of the railroad crossing improvements; and

WHEREAS, under the Funding Agreement, SMART and the City of Novato will each contribute fifty percent (50%) of the construction costs associated with the railroad crossing alterations; and

WHEREAS, execution of the Funding Agreement will allow the City of Novato and SMART to proceed with construction of the railroad crossing improvements in coordination with the City's Olive Avenue Widening and Storm Drain Improvements Project;

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-26-003 with the City of Novato for the Olive Avenue Railroad Crossing Alteration Project, in substantially the form presented to the Board and subject to such minor revisions as may be approved by the General Manager and legal counsel.

Resolution No. 2026-24
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-Marín 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

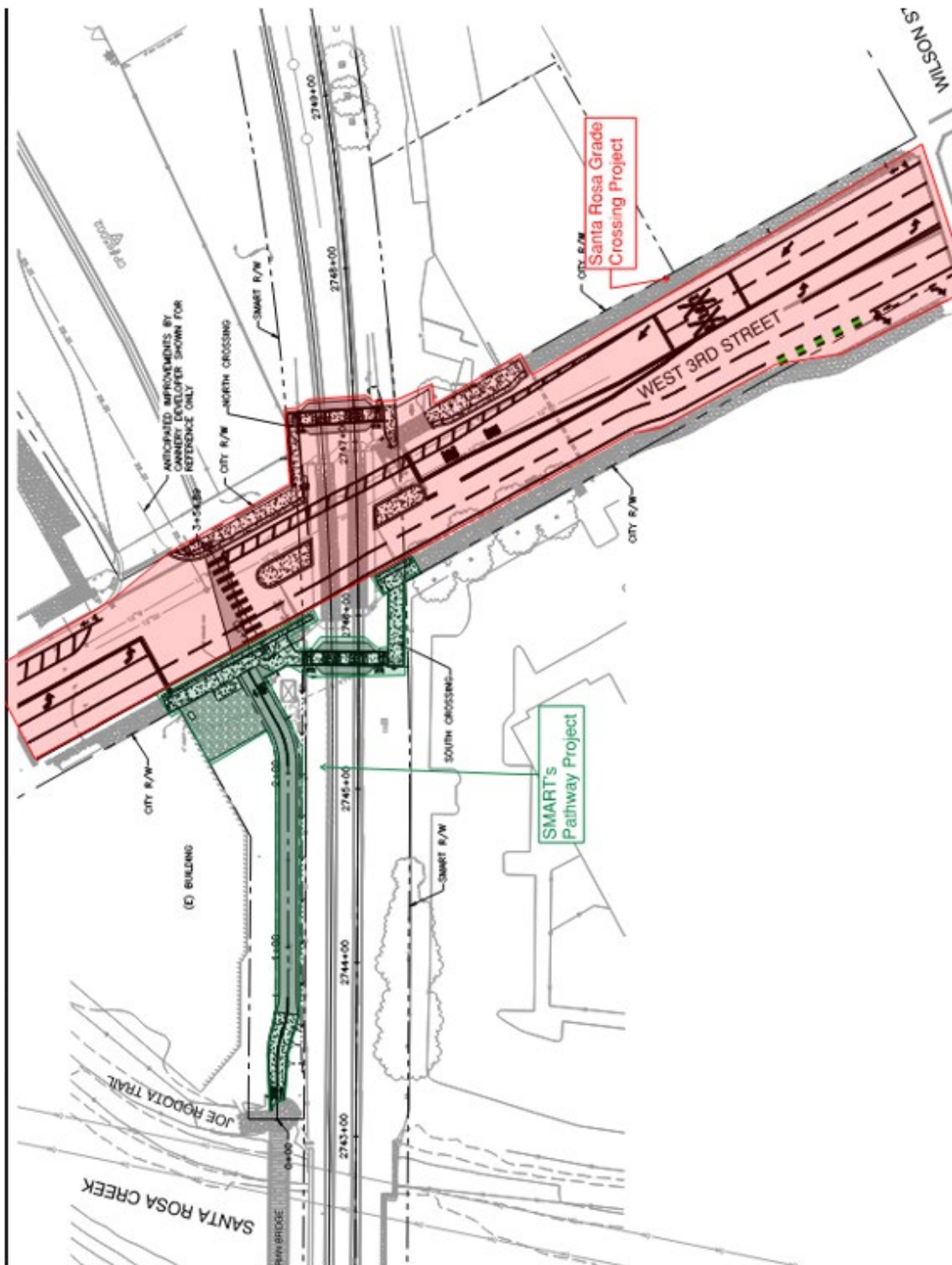


EXHIBIT B

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



Right of Entry Permit No. 2026-ROE-046

FOR SMART USE ONLY

July 21, 2026

RIGHT-OF-ENTRY PERMIT

This Right-of-Entry Permit ("Permit") is entered into as of 07/23/2026 ("Effective Date") by and between SONOMA-MARIN AREA RAIL TRANSIT DISTRICT ("Permitter") and Stacy and Witbeck, Inc., ("Permittee"), 2800 Harbor Bay Parkway Alameda CA 94502.

1. Permit. Permitter hereby permits Permittee to enter upon Permitter's property near the city of Novato in the County of Marin (near Milepost 28.15), as described in the attached **Exhibit A** ("Premises"), which is incorporated by this reference, subject to all existing agreements, licenses, easements, encumbrances, and claims of title affecting Premises and upon the terms and conditions contained herein. No work shall commence on Premises until Permittee accepts this Permit. The doing of any work under this Permit shall constitute acceptance of these Permit provisions.
2. Exclusive Use. This Permit is for Permittee's exclusive use and is not assignable without the prior consent of Permitter.
3. Purpose. The permitted purpose of Permit shall be solely for entry upon Premises to begin work to accommodate future roadway widening in the SMART Right Of Way. This project will include cast-in-place drainage structure in ditches adjacent to the crossing, 3 new crossing panels, new sidewalk, pedestrian crossing with z-gates and arms, as described in the attached **Exhibit B**, including bringing all necessary personnel and equipment onto Premises as necessary for the permitted purpose ("Project").
4. Term. This Permit shall be effective at such time as the fees identified in Section 6 have been paid and shall automatically terminate one year from the effective date above unless extended by mutual written agreement. If the fees are not received within fifteen (15) days from the effective date of this Permit, then Permit shall be null and void.

Permitter reserves the right to revoke or modify this Permit at any time prior to the termination date upon forty-eight (48) hours advance notice from Permitter to Permittee.

If Permittee requires use of Premises prior or subsequent to the foregoing dates, then Permittee shall request approval from Permitter at least seventy-two (72) hours prior to the time requested. Permittee shall pay additional fees as set forth in Section 6 below for such additional use. Project work hours shall be within 8:00am-5:00pm, Pacific standard time.

5. Permit Shall Remain On-Site. A copy of this Permit must be kept on the site of Premises at all times during the term of this Permit and shall be shown to any representative of Permitter upon demand. Project may be suspended if this Permit is not at Premises.



Right of Entry Permit No. 2026-ROE-046

6. Permit Fees and Costs. Permittee shall pay the following fees:

- (1) Application Fee \$300.00,
- (2) Staff Review Fee \$1,000.00, and
- (3) ROE Permit Fee \$1,000.00.

Any additional costs for traffic flaggers will be charged at a rate of one hundred forty-two dollars (\$142.00) per hour, for a minimum of four hours (\$572.00) with payment required in advance of issuance of the Permit. Any costs for Inspectors, if required, shall be charged at the rate of \$150.00 per hour. A refundable As-Built plan deposit of up to two thousand five hundred dollars (\$2,500.00) may be required at the discretion of SMART. Any additional amounts required based on actual activities shall be invoiced and payable on demand as requested by SMART.

7. Project Plan. Project shall be performed in accordance with a plan identifying the sequence of operations, schedules and locations for said Project. The plan shall be submitted to Permitter in advance of any work for Permitter's approval and such work shall be subject to monitoring and inspection by Permitter.

8. Cost of Work, Protection of Traffic, Access Requirements, and Working Procedures. All costs related to Permittee's operations upon Premises shall be at Permittee's expense. All work upon or in connection with the use of Premises shall be done at such times and in such manner as not to interfere with the current or future use of Premises. Permittee shall be responsible for the provision of barriers, directions, signage, and other forms of notice to the general public to assure the safe, smooth, and uninterrupted flow of traffic around Project site and on and about Premises. Permittee shall keep Permitter's Premises in a reasonably neat and safe condition failing which Permitter, after twenty-four (24) hours prior notice to Permittee, may do so at Permittee's expense.

Permittee shall comply with the regulations of the instructions of Permitter's representatives relating to the proper manner of protecting the tracks, pipelines, wire lines, signals, and all other property at said location, the traffic moving on such tracks, and the removal of tools, equipment, and materials.

Not less than 72 hours prior to entering the Premises, Permittee shall submit a Right of Entry Access Permit approved by Permitter. The Permitter's current Right of Entry Access form is attached hereto as **Exhibit C**. As a condition of access, Permitter may require any combination of the following safety measures:

- a) Completion of Railroad Workplace Safety training mandated by the Federal Railroad Administration (49 C.F.R. Part 214). Permittee shall ensure that all Permittee's employees, contractors and subcontractors who will access the Premises complete the necessary on-line training and shall submit documentation of the completion of such training by each such employee, contractor and subcontractor, in the form of a Certificate of Completion, to Permitter with the Right of Entry Access Permit.



Right of Entry Permit No. 2026-ROE-046

- b) Hiring a railroad approved Employee In Charge (EIC) contractor, at Permittee's expense, for the duration of the work in SMART's right of way. Permittee may choose from any contractor on Permitter's approved list or submit an alternate EIC contractor for consideration. Permitter will reserve the right to approve or deny any alternate EIC contractor submissions. The EIC must be onsite during all work on the railroad right of way.

Depending on the work, one or more flaggers may also be required at Permittees expense.

All work by Permittee upon Premises shall be performed in a good and worker-like manner satisfactory to Permitter. Since there is the possibility of the existence of pipelines or other structures beneath Premises, if Permittee should excavate or drill, then Permittee's forces shall explore such structures with hand tools to a depth of at least eight feet (8') below the surface of the ground or, at Permittee's option, use suitable detection equipment prior to drilling or excavating with mechanized equipment. Absence of markers does not constitute a warranty by Permitter of no subsurface installations. It shall be Permittee's responsibility to determine the existence of any underground facilities and Permittee shall call Underground Service Alert at 1 (800) 642-2444 prior to beginning any work on the property.

Fiber optic cable systems may be buried on the Permitter's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. It shall be Permittee's responsibility to call Union Pacific's "Call before you Dig" hotline at 1 (800) 336-9193 to determine if fiber optic cable is buried anywhere on the Permitter's property. This number can be used during normal business hours (7:00 a.m. to 9:00 p.m. Central Time, Monday through Friday, except for holidays) and is also a 24-hour, 7-day number for emergency calls.

Any open holes shall be satisfactorily covered at all times when Permittee's forces are not physically working in the actual vicinity. Upon completion of work, all holes will be filled in to meet the surrounding ground level with clean, compacted, earthen material and the property left in a neat and safe condition reasonably satisfactory to Permitter.

Permittee agrees to reimburse Permitter for the cost and expense to Permitter of furnishing any materials or performing any labor in connection with the use of Premises, including, but not limited to, the installation and removal of such false work and other protection beneath or along the railroad tracks, and the furnishing of such security persons, flaggers, and inspectors as Permitter deems necessary. Prior to incurring any cost or expense, Permitter shall reasonably notify Permittee of the same. Said reimbursement shall be paid by Permittee to Permitter within thirty (30) days after presentation of a bill.



Right of Entry Permit No. 2026-ROE-046

Permittee shall fully pay for all materials joined or affixed to Premises, and shall pay in full all persons who perform labor on Premises. As Permitter is a public entity, its property is not subject to mechanics' or materialmen's liens, and nothing in this Permit shall be construed to make its property subject to such liens. However, if any such liens are filed, Permittee shall immediately remove them at Permittee's own expense, and shall pay any judgment which may be entered. Should Permittee fail, neglect, or refuse to do so, Permitter, after 48 hours prior notice to Permittee, shall have the right to pay any amount required to release any such liens, or to defend any action brought, and to pay any judgment entered. Permittee shall be liable to Permitter for all costs, damages, reasonable fees, and any amounts expended in defending any proceedings or in the payment of any of said liens or any judgment. Permitter may post and maintain upon Premises notices of non-responsibility as provided by law.

Permittee shall cooperate with Permitter in making any tests Permitter requires of any installation or condition which in Permitter's reasonable judgment may have an adverse effect on any of the facilities of Permitter. All costs incurred by the tests, or any corrections required as a result of such tests, shall be borne by Permittee.

Permittee shall take protective measures necessary to keep Permitter's facilities, including track ballast, free of sand or debris resulting from its use of Premises. Should any damage occur to Permitter's facilities as a result of Permittee's use of Premises, Permittee shall immediately notify Permitter. Permitter may require Permittee to contact the operator of any rail service on the rail line to make arrangements to ensure the safe performance of any work and agrees to give Permitter ten (10) calendar days of written notice prior to commencement of the work in the event such arrangements need to be made. Any damage to Permitter's facilities resulting from Permittee's use of Premises will be repaired or replaced by Permitter at Permittee's sole cost and expense, which Permittee shall pay to Permitter promptly upon demand.

9. No Crossing of Tracks. Permittee shall not be permitted to cross Permitter's tracks located near Premises but shall gain access to and from Premises only by use of designated public streets.
10. No Hazardous Materials. No hazardous materials shall be handled at any time upon Premises.
11. Mechanized Equipment. Under no condition shall Permittee be permitted to place or store any mechanized equipment, tools or other materials within twenty-five feet (25') of the center line of Permitter's nearest railroad tracks.
12. Indemnity and Insurance. Permittee shall release, defend (with counsel reasonably satisfactory to Permitter) and indemnify Permitter, its successors and assigns, any railroad company operating on Premises, and their respective directors, officers, employees, and agents (collectively, "Indemnitees") from and against all liability, cost, and expense for loss of, or damage to, property and for injuries to, or death of, any person (including, but not

**Right of Entry Permit No. 2026-ROE-046**

limited to, the property and employees of each party) when arising or resulting from the use of Premises by Permittee, its agents, employees, contractors, subcontractors, or invitees; or Permittee's breach of these provisions. The duty of Permittee to indemnify and save harmless the Indemnitees includes the duties to defend as set forth in Section 2778 of the Civil Code. It is the express intent of the parties under this Section 12, that Permittee will indemnify and hold harmless the Indemnitees from any and all claims, suits, or actions arising from any cause whatsoever as set forth above, other than the sole gross negligence, willful misconduct, or criminal acts of the Indemnitees. Permittee waives any and all rights to any type of express or implied indemnity against the Indemnitees arising out of Permittee's use of or activities on Premises. This indemnity shall survive termination of this Permit. It is the intention of the parties that should any term of this indemnity provision be found to be void or unenforceable, the remainder of the provision shall remain in full force and effect.

All personal property of Permittee, including, but not limited to fixtures, equipment, or related materials upon the Property, will be at the risk of OWNER only, and Permitter will not be liable for any damage thereto or theft thereof, whether or not due in whole or in part to the negligence of Permitter.

Prior to entry upon the Property and commencement of construction activities, Permittee shall provide Permitter with satisfactory evidence, in the form of a Certificate of Insurance, that Permittee is insured in accordance with the following. Said insurance shall remain in effect throughout the term of this Permit:

a. Workers' Compensation and Employers' Liability

Permittee shall procure and maintain Workers' Compensation Insurance and Employers' Liability Insurance in accordance with the laws of the State of California. Employers' Liability Insurance shall have coverage for a minimum liability of \$2,000,000, covering Permittee's employees engaged in the work. Permittee shall insure the procurement and maintenance of such insurance by all contractors or subcontractors engaged in the construction, operation or maintenance of the Conveyor.

b. Commercial General Liability

Permittee shall procure and maintain 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 \$5,000,000 per occurrence.

Said policy shall either include a Railroads CG 24 17 endorsement removing the exclusion of coverage for bodily injury or property damage arising out of construction or demolition operations within 50 feet of any railroad property and affecting any railroad bridge, trestle, tracks, roadbeds, tunnel, underpass or crossing, or provide evidence that said policy does not have any railroad exclusions. A follow



Right of Entry Permit No. 2026-ROE-046

form Excess Liability policy may be utilized to satisfy the required limits of liability under this section.

c. Professional Liability

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

d. Automobile Liability

Permittee shall procure and maintain Automobile Liability insurance covering bodily injury and property damage in an amount no less than \$2,000,000 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.

e. Contractors Pollution Liability

Contractors Pollution Liability insurance in an amount no less than \$2,000,000 per incident. The Contractor's Pollution Liability policy shall be written on an occurrence basis with coverage for bodily injury, property damage and environmental damage, including cleanup costs arising out of third-party claims, for pollution conditions, and including claims of environmental authorities, for the release of pollutants caused by construction activities related to the Permit. Coverage shall include the Permittee as the named insured and shall include coverage for acts by others for whom the Permittee is legally responsible.

Coverage to be provided for bodily injury to or destruction of tangible property, including the resulting loss of use thereof, loss of use of tangible property that has been physically injured, and natural resource damage. There shall be no exclusions or limitations regarding damages or injury from existence, removal or abatement of lead paint. There shall be no insured vs. insured exclusion in the policy.

f. Railroad Protective Liability

Prior to commencement of construction activities, Permittee shall procure and maintain Railroad Protective Liability insurance, in Permitter's name, with limits of liability of no less than \$5,000,000 per occurrence, for losses arising out of injury to or death of all persons, and for physical loss or damage to or destruction of property, including the loss of use thereof. The additional named insureds shall be the Sonoma-Marin Area Rail District and shall cover all other railroads operating on the right-of-way.



Right of Entry Permit No. 2026-ROE-046

Prior to entering onto the Property, Permittee shall file Certificate(s) of Insurance with Permitter 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:

- 1) SMART, its officers and employees, shall be named as additional insured on all policies listed above.
- 2) 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 Permittee 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.
- 3) The policy shall also stipulate: 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 Permittee. Said policy shall protect Permittee 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.
- 4) Permittee hereby grants to Permitter a waiver of any right to subrogation which any insurer of said Permittee may acquire against Permitter by virtue of the payment of any loss under such insurance. Permittee agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not Permitter has received a waiver of subrogation endorsement from the insurer.
- 5) Permittee shall require and verify that all subcontractors maintain insurance meeting all requirements stated herein, and Permittee shall ensure that SMART, its officers and employees, shall be named as an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a form at least as broad as CG 20 38 04 13.

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

Deductibles and Retentions

Permittee shall be responsible for payment of any deductible or retention on Permittee's policies without right of contribution from Permitter. Deductible and retention provisions shall not contain any restrictions as to how or by whom the deductible or retention is paid.



Right of Entry Permit No. 2026-ROE-046

Any deductible or retention provision limiting payment to the name insured is not acceptable.

Self-Insurance

Permittee's obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance, upon evidence of financial capacity satisfactory to Permittor.

Claims Made Coverage

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

- 1) Ensure that the retroactive date is shown on the policy, and such date must be before the date of this Permit or beginning of any work under this Permit;
- 2) 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
- 3) If insurance is cancelled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to Permit effective date, Permittee shall purchase "extending reporting" coverage for a minimum of three (3) years after completion of the work.

13. Permits from Other Agencies; Hazardous Materials. Permittee shall comply, at Permittee's expense, with all applicable laws, regulations, rules and orders with respect to the use of Premises, and shall obtain all required licenses, permits or other approvals in connection with Permittee's use of Premises. Permittee shall furnish satisfactory evidence of such compliance upon request of Permittor.

Should any discharge, leakage, spillage, emission or pollution of any type occur upon or from Premises due to Permittee's use and occupancy thereof, Permittee, at Permittee's expense, shall clean all affected property to the satisfaction of Permittor and any governmental body having jurisdiction.

Permittee shall indemnify, hold harmless and defend the Indemnitees against all liability, cost, and expense (including, without limitation, any fines, penalties, judgments, litigation costs, reasonable attorneys' fees and consulting, engineering and construction costs) incurred by Permittor as a result of Permittee's breach of this section or as a result of any such discharge, leakage, spillage, emission, or pollution by Permittee, regardless of whether such liability, cost, or expense arises during or after the term of this Permit.

14. Assumption of Risk. Permittee shall assume all risk of damage to any and all other property of Permittee, or any property under the control or custody of Permittee while upon or near Premises of Permittor incident to the use of Premises; provided, however, such assumption by Permittee shall not include any damage caused by the sole gross negligence and/or willful misconduct of Permittor. Permittee releases Permittor from any liability, including claims for damages or extra compensation, arising from construction delays due to transportation activities by Permittor or transportation operations by any agency as authorized by Permittor.



Right of Entry Permit No. 2026-ROE-046

15. Subcontractors. Any person, firm or corporation Permittee authorizes to work upon Premises, shall be deemed to be Permittee's agent and shall be subject to all the applicable terms hereof.
16. Restoration of Premises. Upon termination of this Permit, Permittee, at its own expense, shall remove from Premises all property it owns or controls, all debris and other materials, and restore Premises to its condition prior to entry or to a condition reasonably satisfactory to Permittor. Upon Permittee's failure to do this, Permittor, upon forty-eight (48) hours prior notice to Permittee, may perform such work at Permittee's expense.
17. Severability. If any provision of this Permit shall be for any reason unenforceable, in any respect, such unenforceability shall not affect the other provisions of this Permit.
18. Attorneys' Fees. If any legal proceeding should be instituted by either of the parties to enforce the terms of this Permit or to determine the rights of the parties under this Permit, the prevailing party in the proceeding shall receive, in addition to all costs, reasonable attorneys' and expert fees.
19. Time of Essence. Time is and shall be of the essence of this Permit and of each and every provision contained in this Permit.
20. No Third-Party Beneficiaries. Nothing contained in this Permit shall be construed to create and the parties do not intend to create any rights in third parties.
21. Construction of Agreement. The provisions in this Permit shall be construed and given effect in a manner that avoids any violation of statute, regulation or law. Permittor and Permittee agree that in the event any provision in this Permit is held to be invalid or void by any court of competent jurisdiction, the invalidity of any such provision shall in no way affect any other provision in this Permit. Permittor and Permittee acknowledge that they have each contributed to the making of this Permit and that, in the event of a dispute over the interpretation of this Permit, the language of the Permit will not be construed against one party in favor of the other. Permittor and Permittee further acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Permit.
22. Relationship. The parties intend by this Permit to establish the relationship of Permittor and Permittee only, and do not intend to create a partnership, joint venture, joint enterprise, or any business relationship other than that of Permittor and permittee.
23. Captions. The captions in this Permit are for convenience only and are not a part of this Permit. The captions do not in any way limit or amplify the provisions hereof, and shall have no effect upon the construction or interpretation of any part hereof.



Right of Entry Permit No. 2026-ROE-046

If the endorsed copy of this Permit is not received within fifteen (15) days from the date of this Permit, then this Permit shall be null and void.

IN WITNESS WHEREOF, the parties have executed this Permit as of the Effective Date by their duly authorized representatives.

PERMITTOR:
SONOMA-MARIN AREA RAIL TRANSIT
DISTRICT

By:

A handwritten signature in black ink, appearing to be "Randy Friedland", written over a horizontal line.

Randy Friedland
Real Estate Manager
Date: 07/23/2026

PERMITTEE:

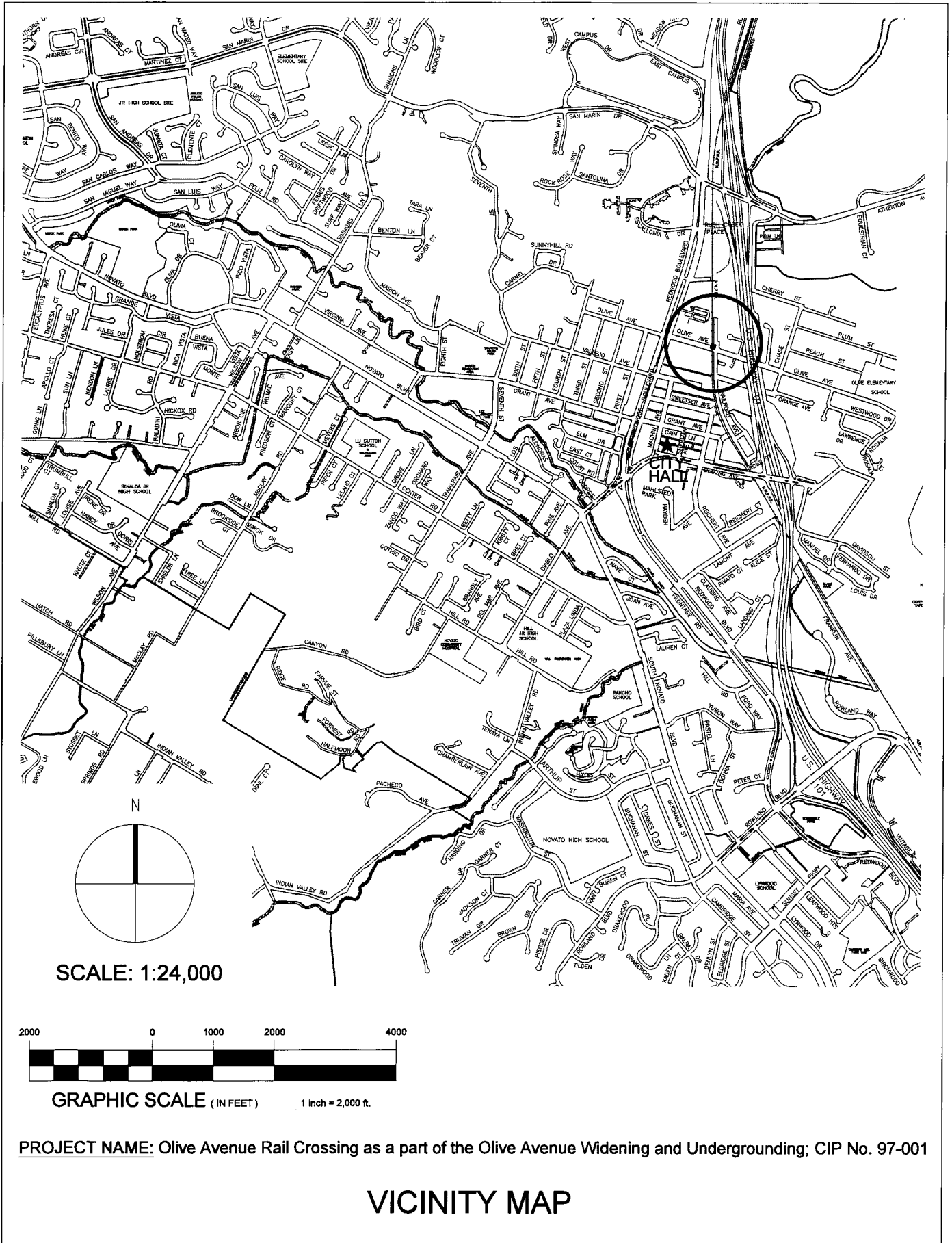
*By:

A handwritten signature in black ink, appearing to be "Michael Sander", written over a horizontal line.

Michael Sander (Jul 23, 2026 11:33:06 PDT)

Name: Michael Sander
Title: Project Manager
Date: 07/23/2026

* If Permittee is a corporation, two corporate officers must sign on behalf of the corporation as follows: 1) the chairman of the board, president or vice president; and 2) the secretary; assistant secretary, chief financial officer or assistant treasurer.





Alteration of Olive Ave - City of Novato
Stacy and Witbeck



RAILROAD CROSSING NOTES

1. EXISTING PAVEMENT MARKING FOR ON THE APPROACHES WILL BE REFRESHED PER TABLE 2C-3 OF THE LATEST CALIFORNIA MUTCD. THE LOCATION OF W10-1 SIGNS AND PAVEMENT MARKINGS TO BE VERIFIED IN THE FIELD PRIOR TO INSTALLATION (NOT SHOWN ON THE SKETCH DUE TO DISTANCE / SCALE).

SIGNS



WATCH FOR TRAIN
STENCIL LAYOUT

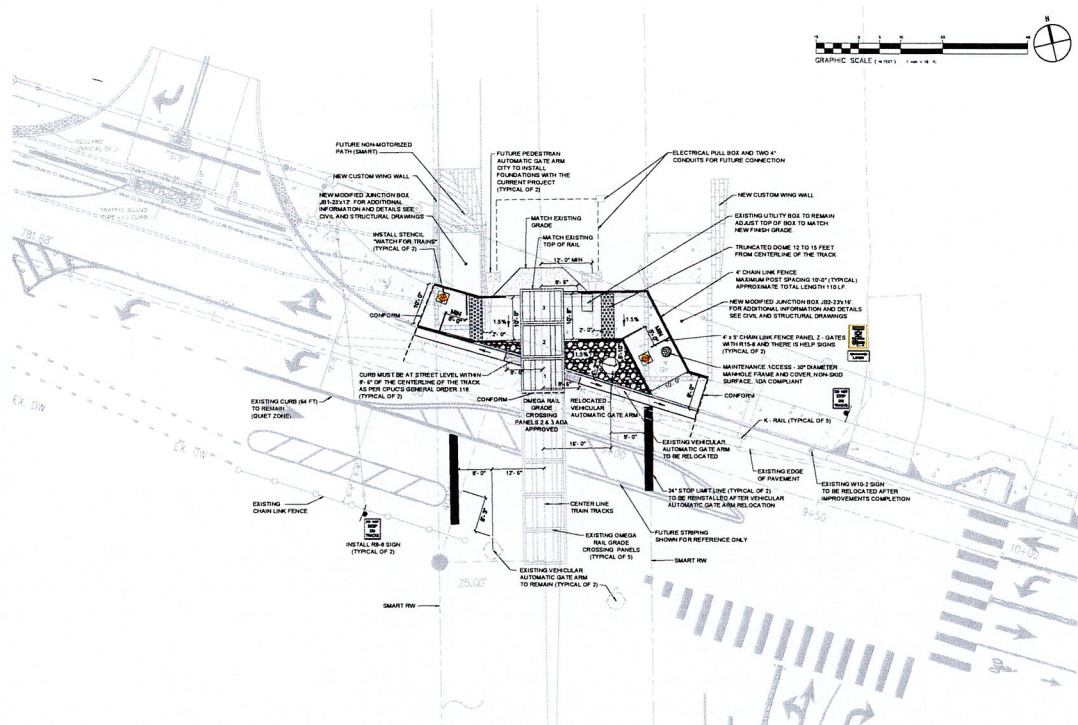


CONSTRUCTION SHEET NOTES

- FOR ADDITIONAL INFORMATION FOR THE RAILROAD CROSSING SEE THE STRUCTURAL DRAWINGS (S-1 TO S-14) AND S-15 BY ARCHITECT'S STRUCTURAL DESIGN CONSULTANTS.
3. INSTALL CURBS (S-15) TO THE 15' WIDE SIDEWALK RAILROAD CROSSING EXHIBIT 1-14.1 BY UNDERWOOD & ROSENBLUM, INC. CIVIL ENGINEERS AND SURVEYORS.
4. SEE DRAWINGS (S-20) FOR THE RAILROAD CROSSING.
5. OMEGA INDUSTRIES - CONCRETE CROSSING PANEL SUBMITTAL FOR PRECAST CONCRETE SPECIFICATIONS.
6. DUXIE PRECAST - DPS-3A WAYSIDE SIGNAL FOUNDATION.
7. AREA BETWEEN NEWLY CONSTRUCTED GIRD AND GUTTER AT THE RAILROAD CROSSING AND EXISTING EDGE OF PAVEMENT TO BE RECONSTRUCTED TO MATCH TO MAINTENANCE ROADWAY SECTION (FINAL RAIL- 5' OF 1/2" MAX. SHALL NOT BE INSTALLED).
8. INSTALL FIVE CALTRANS - 20 FEET LONG 4-RAILS ON THE EDGE OF THE RECONSTRUCTED SECTION, TO PREVENT REAR-TRUCK ACCIDENTS PRIOR TO THE RECONSTRUCTION OF THE RAILROAD CROSSING. THE COST FOR FUTURE REPAIRS SHALL BE INCLUDED IN THE INSTALLATION COST AND NO ADDITIONAL PAYMENT WILL BE MADE.
9. EXISTING VEHICULAR GATE-ARM (WESTBOUND DIRECTIONS) SHALL BE REMOVED AND REPLACED WITH A NEW GATE-ARM (EASTBOUND) AS NEEDED TO PROVIDE FULL ROADWAY CLOSURE AFTER RELOCATION.

GENERAL NOTES

1. IT IS THE CONTRACTOR'S RESPONSIBILITY TO SECURE REQUIRED PERMITS FROM SMART AND COORDINATE CONSTRUCTION WITH THE TRAIN OPERATIONS (SMART CONTACT TO BE PROVIDED TO THE SUCCESSFUL BIDDER PRIOR TO CONSTRUCTION).
2. IF REQUIRED BY SMART, NIGHT WORK SHALL BE APPROVED BY THE CITY TO COMPLETE INSTALLATION OF THE OMEGA RAIL GRADE CROSSING PANELS (OR ANY OTHER SECTIONS OF THE CROSSING) IN A TIMELY AND SAFE MANNER.

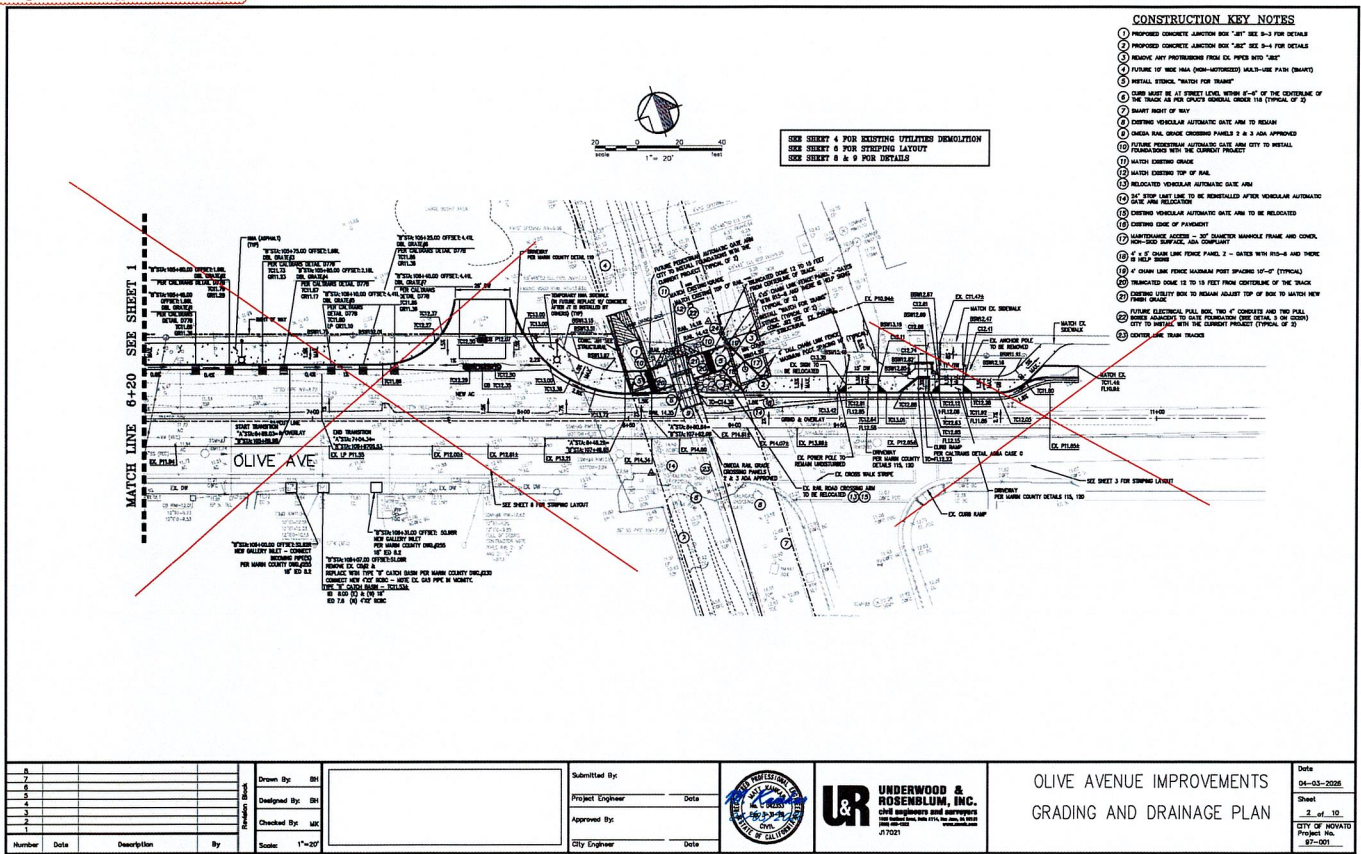


AREA OF WORK TO BE COMPLETED WITH THE GRADE CROSSING MODIFICATION PROJECT (GO) 88-B

4				Drawn By	P. S.	 CITY OF NOVATO PUBLIC WORKS ENGINEERING DIVISION	Submitted By	<i>Rob. Hale</i>	06/27/20	PROPOSED VEHICULAR AND PEDESTRIAN RAILROAD CROSSING OLIVE AVENUE - NOVATO U.S. DOT NO. 863497 A / CPUC NO. 005-28.10 SUBMITTED WITH APPLICATION - GENERAL ORDER (GO) 88-B	Date	June, 2020	
3				Designed By	P. S.		Project Engineer				Sheet	1 of 1	
2				Checked By	P. S.		Approved By						
1							City Engineer	06/27/20				Project No.	97-0201
Number	Date	Description	By	Scale	1"=10'								
	05/16/2020	REQUEST FOR AUTHORIZATION TO ALTER HARBORLAND RAIL CROSSING PURSUANT TO GO 88-B	PS										

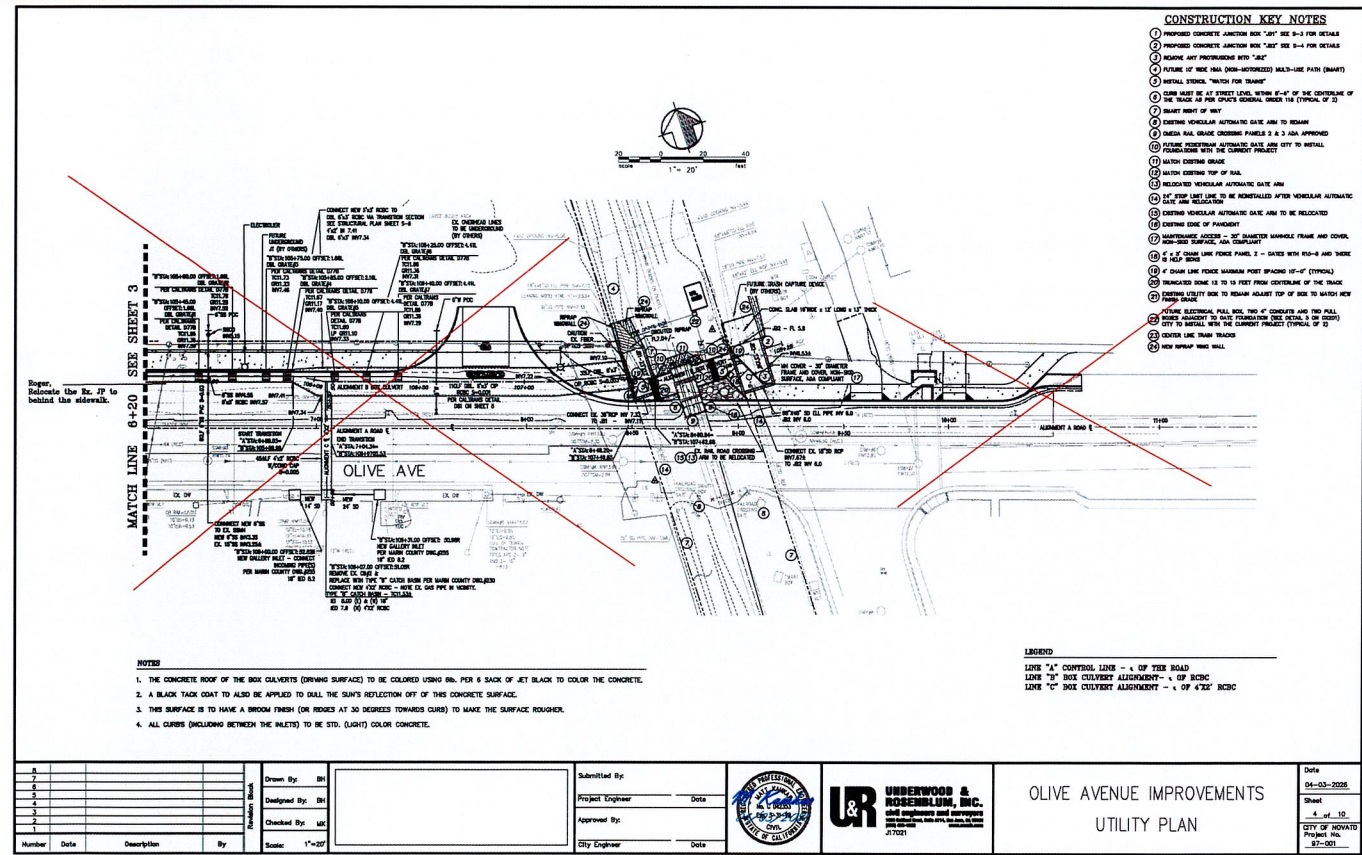
2026-ROE-046 - Exhibit B 3 of 14

See Sheet 1 of 1 labelled "Olive Avenue Rail Road Crossing Exhibit" for scopy of work. PDF page 12.



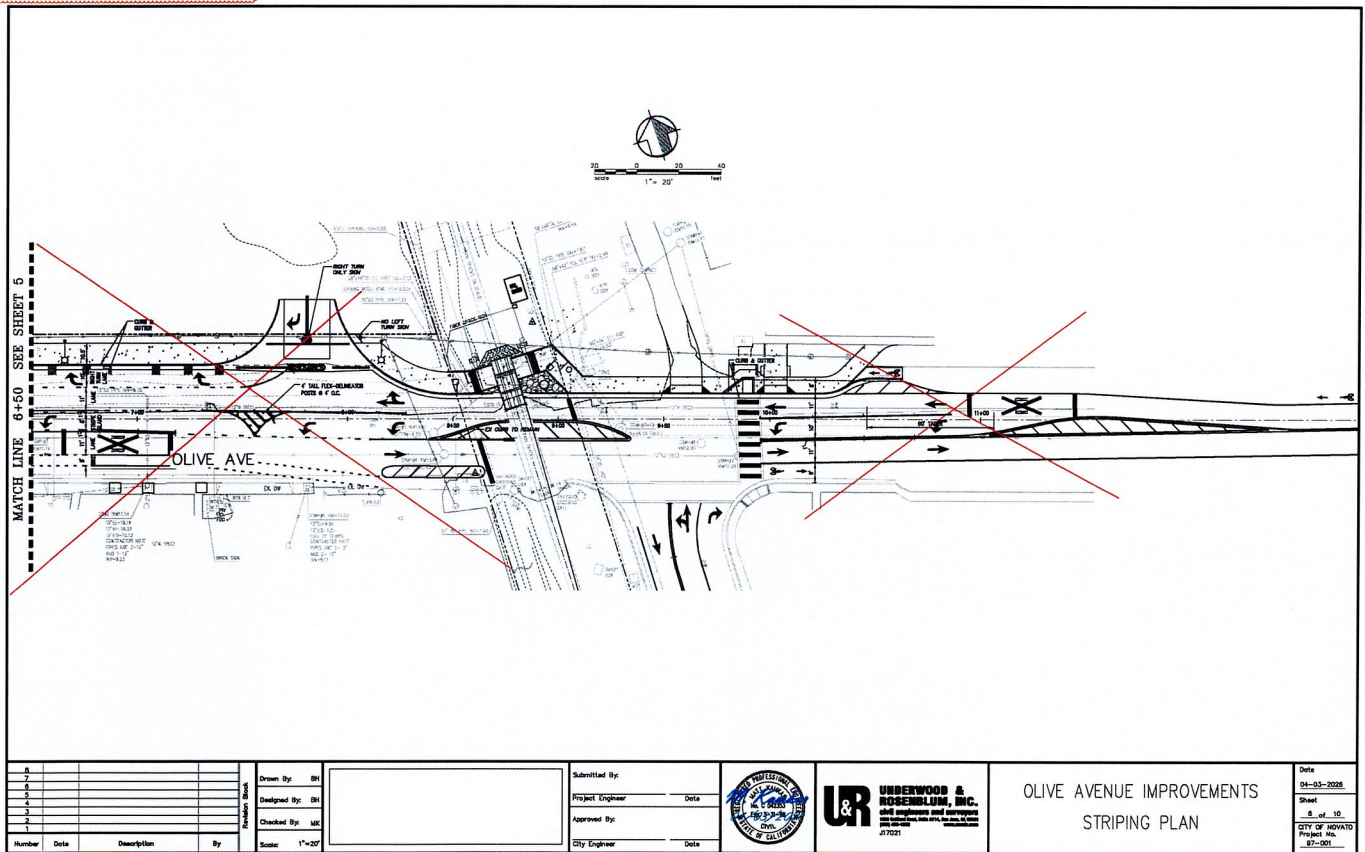
2026-ROE-046 - Exhibit B 4 of 14

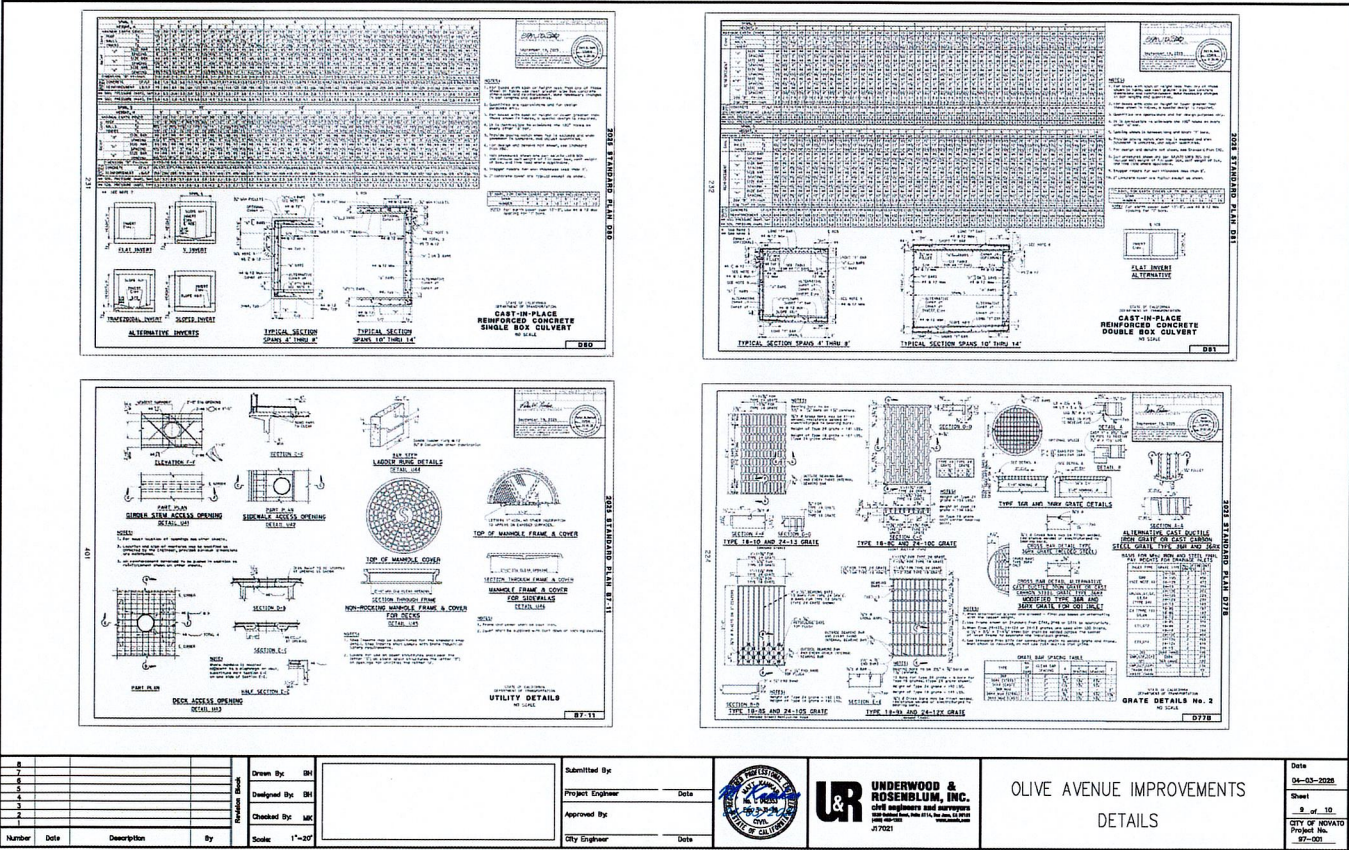
See Sheet 1 of 1 labelled "Olive Avenue Rail Road Crossing Exhibit" for scope of work. PDF page 12.



2026-ROE-046 - Exhibit B 5 of 14

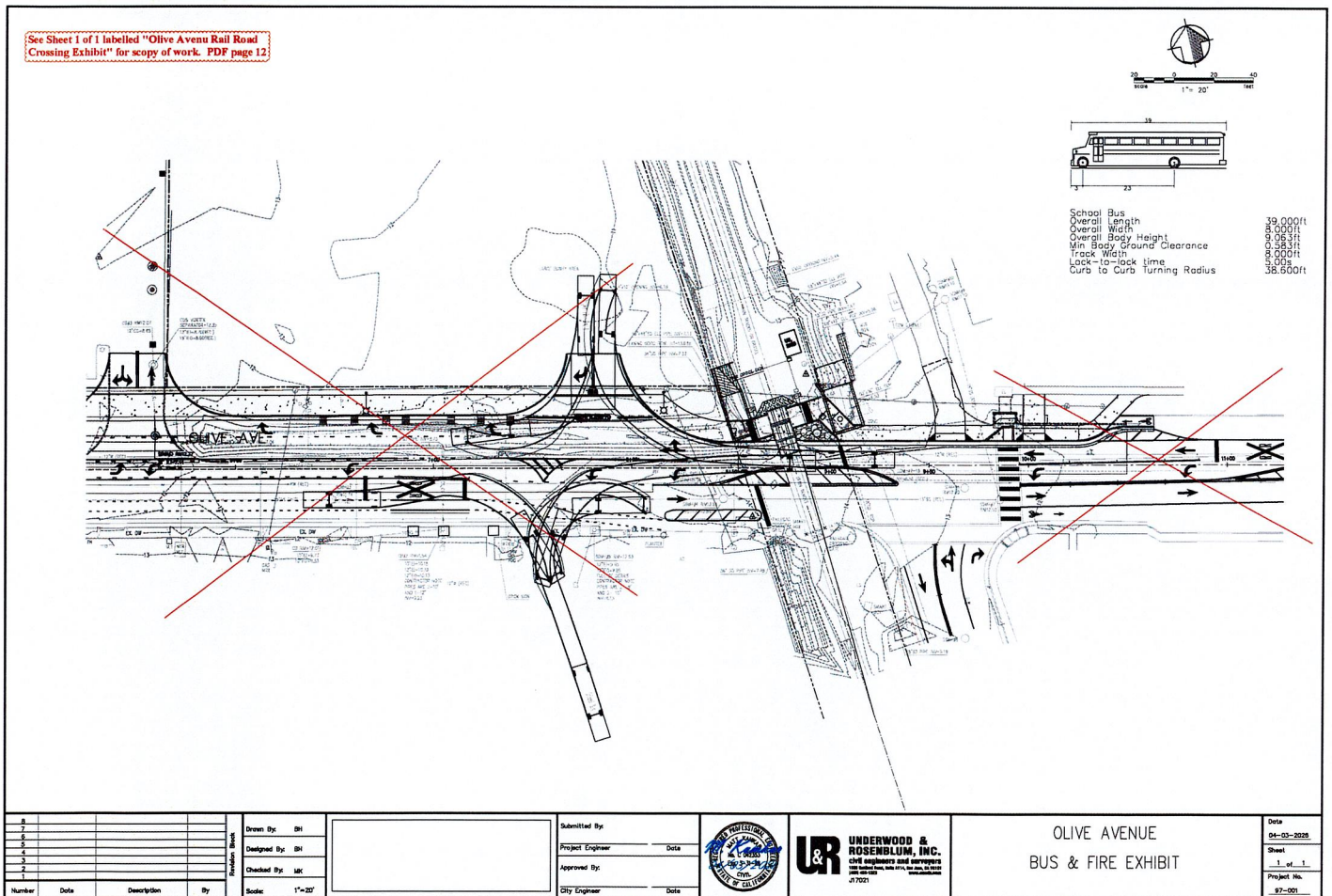
See Sheet 1 of 1 labelled "Olive Avenue Rail Road Crossing Exhibit" for scope of work. PDF page 12.



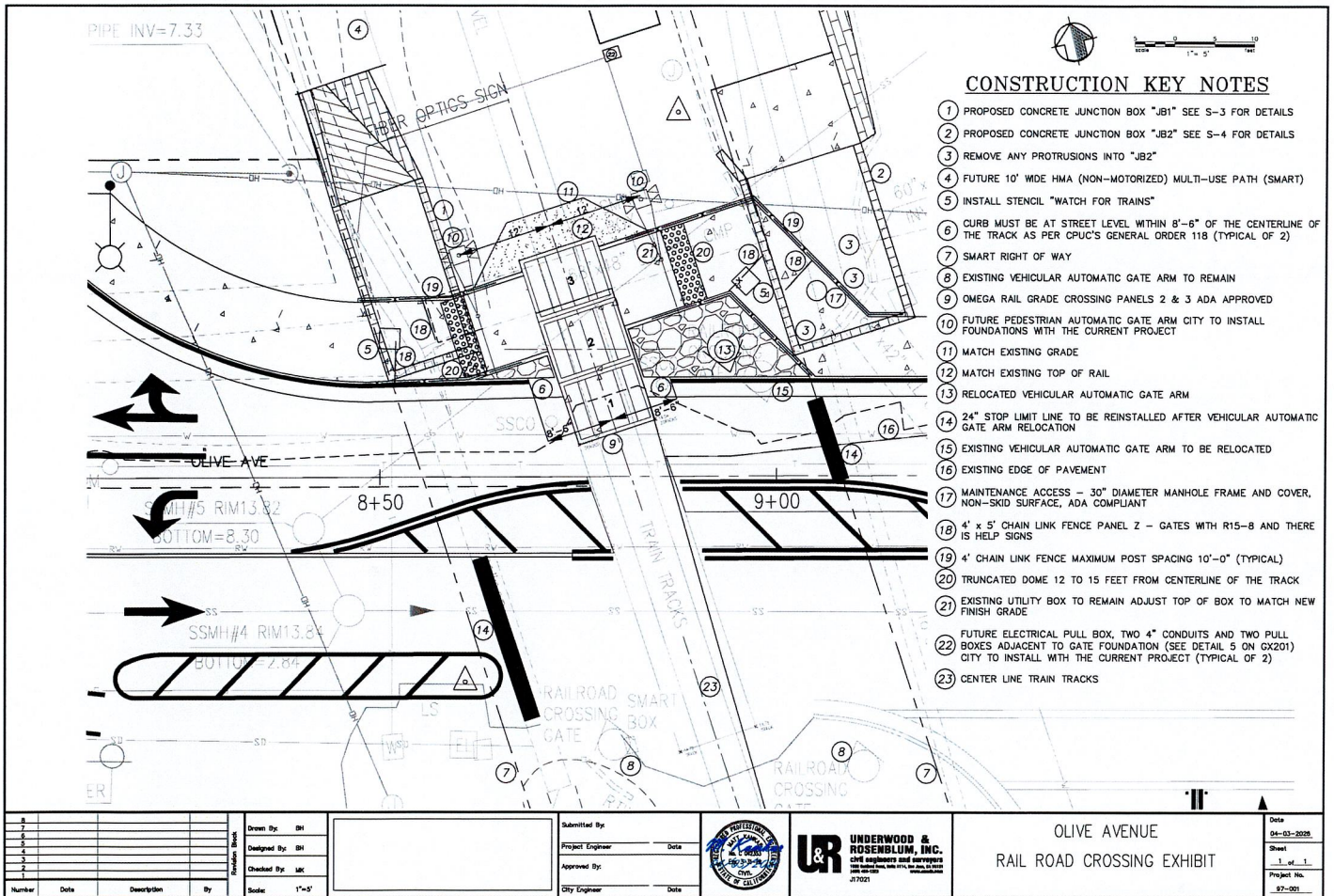


2026-ROE-046 - Exhibit B 7 of 14

2026-ROE-046 - Exhibit B 8 of 14



2026-ROE-046 - Exhibit B 9 of 14



PROPOSED DBL 6'x3' RCBC

PROPOSED CONCRETE JUNCTION BOX "JB1"

12'-0" MIN

8'-6"

EXISTING ARCH CSP

PROPOSED CONCRETE JUNCTION BOX "JB2"

REMOVE ANY PROTRUSIONS INTO "JB2"

EXISTING CORRUGATED STEEL PIPE (CSP)

EXISTING 36" RCP

EXISTING 18" RCP

OLIVE AVE.

TRAIN TRACKS

EXISTING ELLIPTICAL RCP

1.5%

2'-0"

10'-0"

8'-0"

(C/L)

DATE: 01/06/22
SCALE: 1/4" = 1'-0"
DRAWN: B.A.
JOB NO.
S-1
OF SHEETS

KL ASSOCIATES LLC
Novato Design Consultants
6445 ALAMARSH BOULEVARD, SUITE 207
NOVATO, CA 94945
TEL: (415) 771-6445

OLIVE AVE.
IMPROVEMENTS
NOVATO, CA

LAYOUT
JB1 & JB2

NEWSGONE	BY
----------	----



KH ASSOCIATES LLC
Structural Design Consultant
6455 ALMADEN EXPWY, SUITE 207
San Jose, CA 95120
Tel: (408) 712-4868

OLIVE AVE.
IMPROVEMENTS
NOVATO, CA

LAYOUT
JB1 & JB2

01/06/28

 $\Delta E: 1/4^{\circ} - 1^{\circ} - 0^{\circ}$

NAME: E.A.

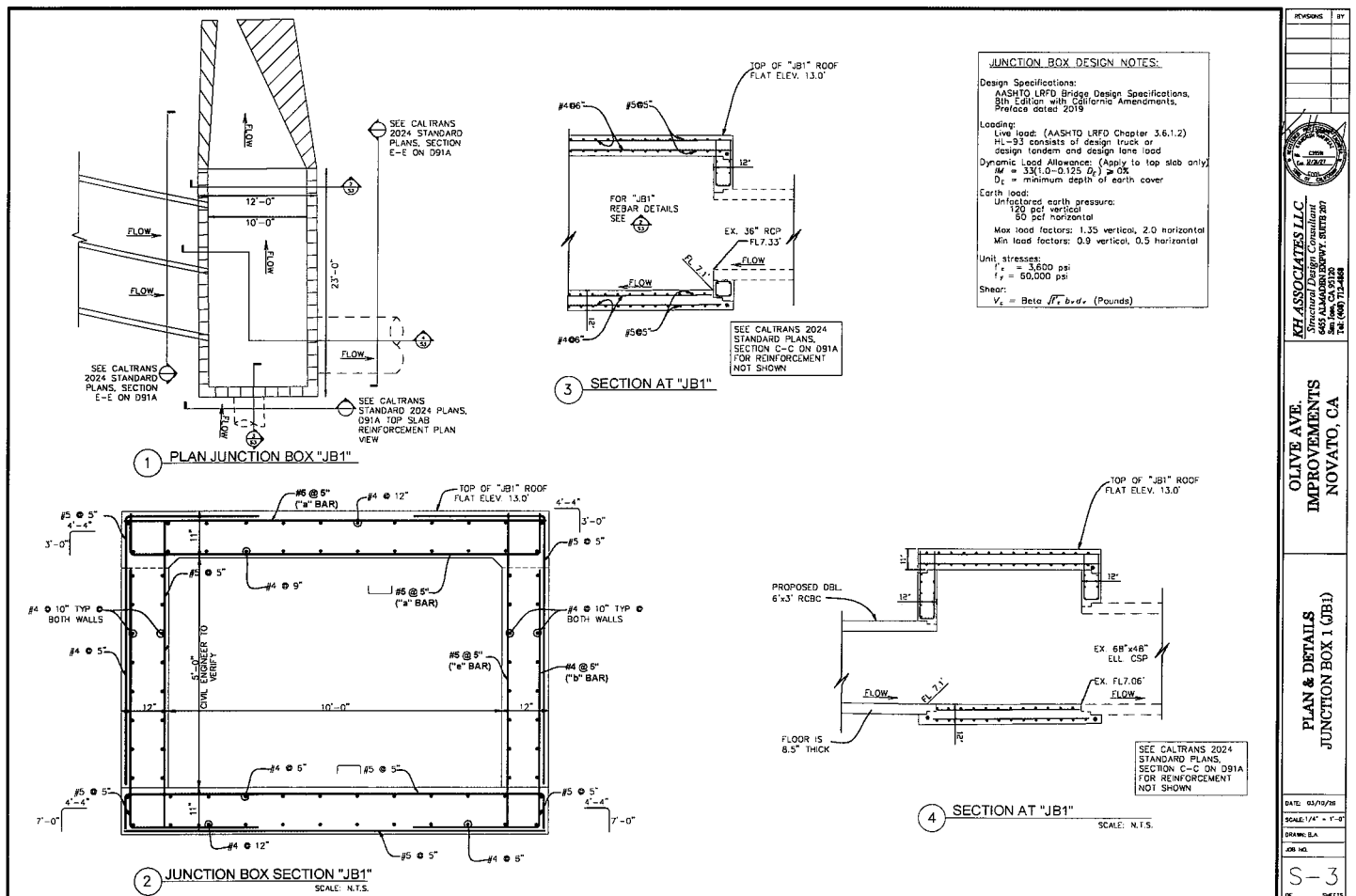
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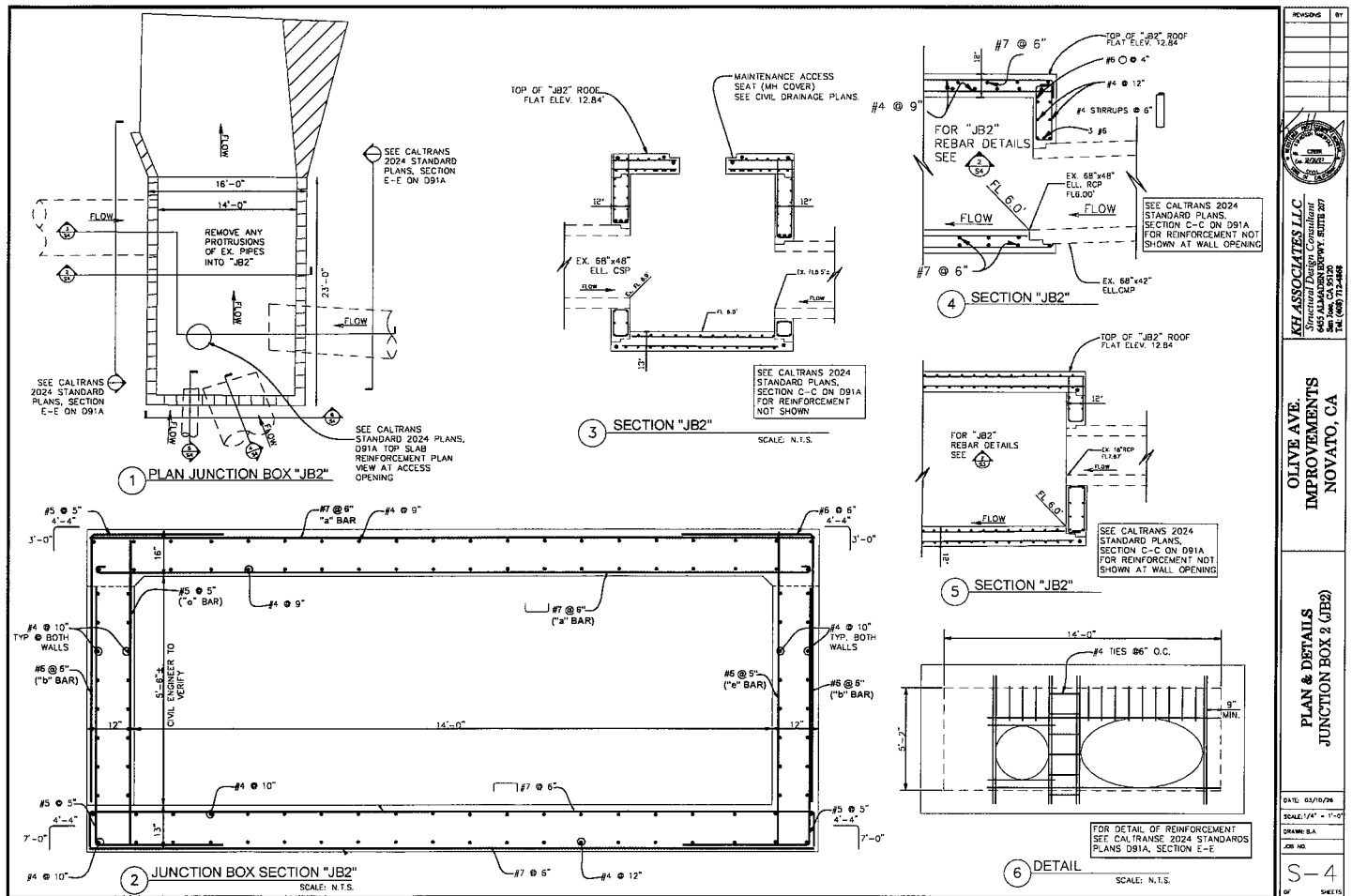
2	1
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5-11

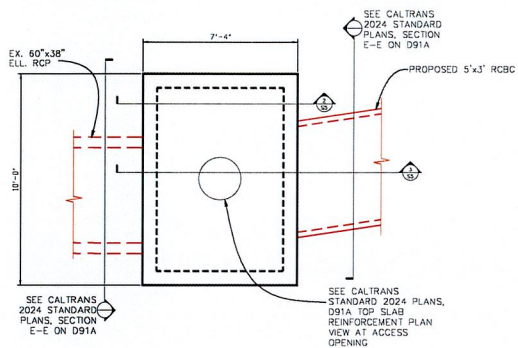
SHEETS

2026-ROE-046 - Exhibit B 11 of 14

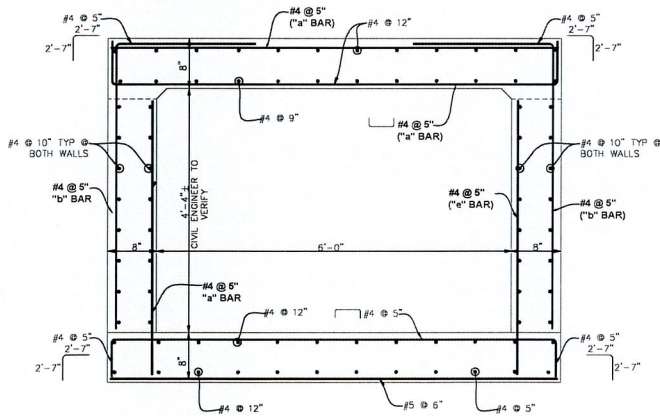




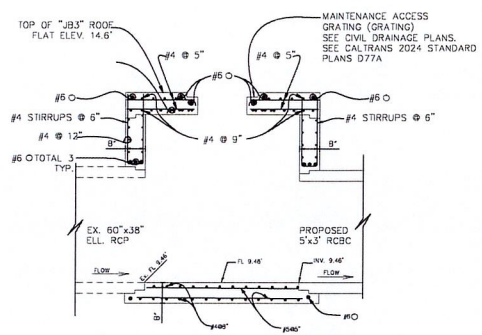
2026-ROE-046 - Exhibit B 13 of 14



1 SECTION "JB3" SCALE: N.T.S.



2 JUNCTION BOX SECTION "JB3"
SCALE: N.T.S.



3 SECTION "JB3" SCALE: N.T.S.

REVISIONS	BY
-----------	----



KH ASSOCIATES LLC
Structural Design Consultant
6455 ALMADEN EXPWY. SUITE 207
San Jose, CA 95120
Tel: (408) 712-4869

**OLIVE AVE.
IMPROVEMENTS**

PLAN & DETAILS
JUNCTION BOX 3 (JB3)

DATE: 01/06/26

SCALE: _____

DRAWN: _____

JOB NO.	
---------	--

2-5

3

2026-ROE-046 - Exhibit B 14 of 14

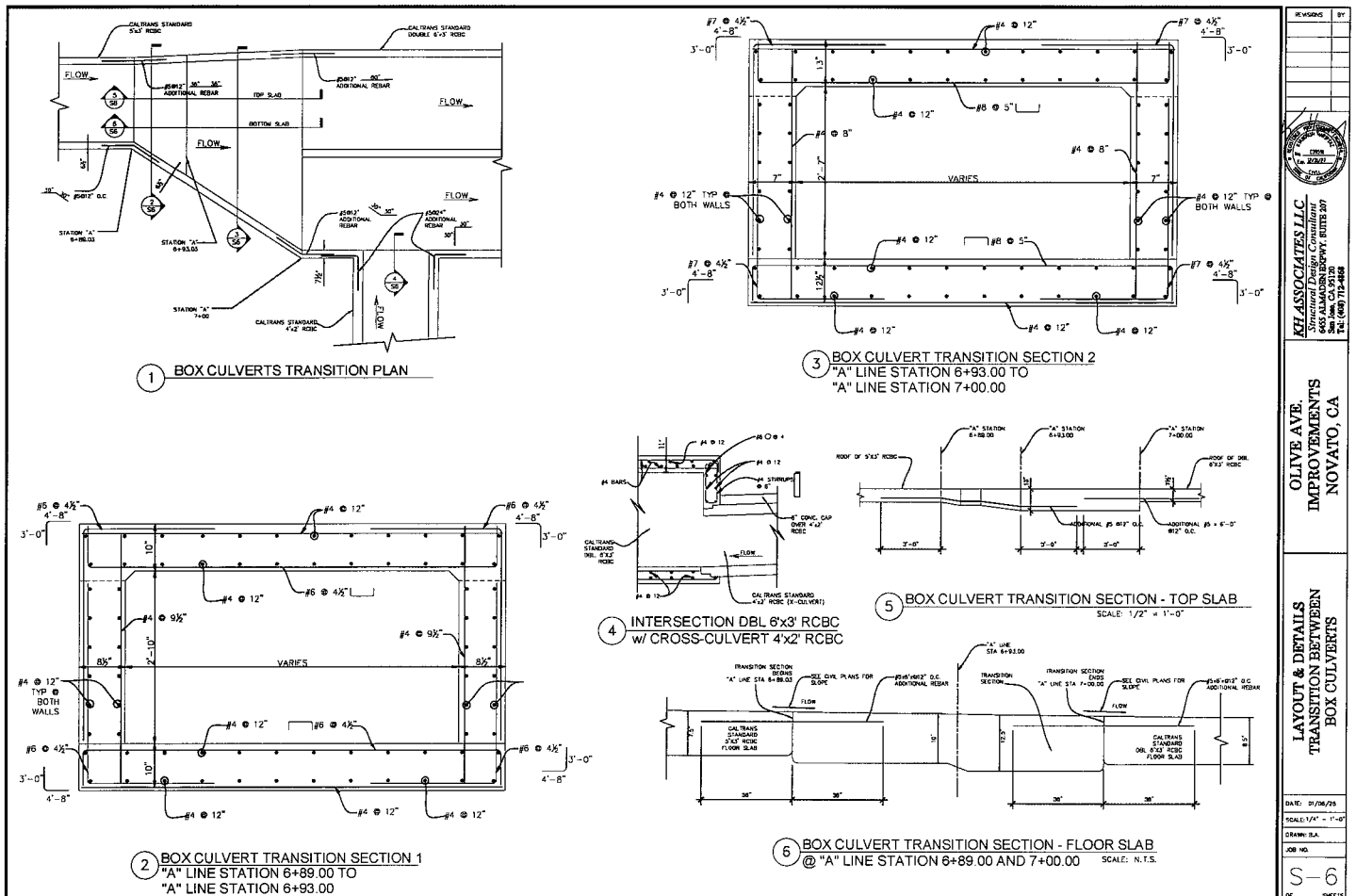


EXHIBIT C

Must be Signed for Approval

 RIGHT OF WAY ACCESS PERMIT		One permit must be submitted for each calendar day of work.	Permit Number
		Submit permit requests to the Right of Way Access Coordinator at least 72 hours in advance.	ROE Permit 2026-ROE-046
Safety Certification Badges must be attached to this form. This form must be kept onsite by the contractor at all times. If you decide not to use your approved permit for the date requested, contact Dispatch and cancel the request.		Date of Work:	
		Start Time:	
		Finish Time:	
		Crew Size:	
CONTRACTOR INFORMATION		TERRITORY	
Company Name:	Stacy & Witbeck, Inc.	☒	SMART Mainline (MP 14.78 TO 89.0)
Applicant Name:	Mike Sander		Brazos Branch (MP B-25.8 TO B-49.8)
Phone:	801-309-8872		Inactive:
Email:	msander@stacywitbeck.com	EXACT WORK LIMITS	
Project ID#:		From MP/Location:	28.15
SUPERVISOR ON SITE		To MP/Location:	
Supervisor Name:		Other:	
Cell Phone:			
Always expect a train or on track equipment. Trains may travel in either direction on any track at any time.			
The Supervisor shall: **Be on site at all times and reachable by Dispatch** **Call OCC by phone to <u>activate</u> the Permit before the works starts, then call OCC by phone to <u>deactivate</u> the Permit after the works is done and crews and equipment are cleared. OPERATIONS CONTROL CENTER (OCC) Phone 888-271-1535			
Cancellations: **All Cancellations must be done a minimum of 24 hrs. advance notice prior to scheduled start time or you will be billed \$285 late cancellation fee.			
DESCRIPTION OF WORK			
North side of Olive Ave roadway is being extended to the north to accommodate future roadway widening and sidewalk. This project includes cast-in-place drainage structures in ditches adjacent to, 3 new crossing panels, new sidewalk, pedestrian crossing with z-gates and arms.			
City of Novato Project Number 97-001			
By activating permit marked BILLABLE, Permittee agrees to reimburse SMART for flagging expenses associated with the project.		☒	Billable
		☒	Not Billable
			Deposit
WORK CONDITIONS			
☒	Work crew may be fouling tracks	☒	Right of Entry
☒	Heavy equipment within Right of Way		Outside of fouling zone
LEVEL OF ON TRACK SAFETY			
☒	Watchman Lookout	☒	Track & Time
☒	Track Out of Service	☒	Approved Flagger
		☒	Track Warrant
		☒	None Required
			EIC:
			Cell:
SMART TRACK ACCESS COORDINATION:			
EMAIL COMPLETED FORM(S) TO: ROWACCESSpermit@sonomamarintrain.org			
FOR CONTROL OFFICE USE		Permit Approval:	Date:
Active Time:	Controller Signature:		ID#
Clear Time:	Controller Signature:		ID#