



**BOARD OF DIRECTORS
REGULAR MEETING AGENDA
AUGUST 19, 2026 - 1:30 PM**

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

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

HOW TO WATCH THE LIVE MEETING USING THE ZOOM

<https://sonomamarintrain-org.zoom.us/j/85410509881?pwd=pButHwakIVNRUQA9u5YBDy0fHXFD2h.1>
Webinar ID: 854 1050 9881; Passcode: 971474

TELECONFERENCE

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

WATCH THE BOARD MEETING VIA LIVESTREAM

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

HOW TO PROVIDE COMMENTS ON AGENDA ITEMS

Prior To Meeting: Technology limitations may limit the ability to receive verbal public comments during the meeting. If you wish to make a comment you are strongly encouraged to please submit your comment to Board@SonomaMarinTrain.org by 5:00 PM on Tuesday, August 18th, 2026

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



**BOARD OF DIRECTORS
REGULAR MEETING AGENDA
AUGUST 19, 2026 – 1:30 PM**

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

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

1. Call to Order
2. Approval of the July 15, 2026 Board Meeting Minutes
3. Board Member Announcements
4. General Manager's Report
5. Public Comment on Non-Agenda Items

Consent Calendar

- 6a. Receive the Monthly Ridership Report – July 2026
- 6b. Adopt Resolution 2026-23 authorizing the General Manager to execute a Construction and Funding Agreement with the City of Santa Rosa to improve West Third Street crossing.
- 6c. Adopt Resolution 2026-24 authorizing the General Manager to execute a Funding Agreement with the City of Novato for the Olive Avenue Railroad Crossing Alteration Project
- 6d. Adopt Resolution No. 2026-25, amending Resolution No. 2026-17, the Fiscal Year 2026/2027 Adopted Budget to modify spending authority.

Regular Calendar

7. Receive update on outreach efforts and the California Environmental Quality Act (CEQA) exemption determination for the proposed Geyserville Station; Adopt Resolution 2026-26 adopting the Geyserville Station Project into SMART's program and approving the Project, *presented by Planning Manager, Zoe Unruh*
8. Adopt Resolution 2026-27 authorizing the General Manager to execute Contract No. CV-BB-26-004 with Ghilotti Brothers, Inc. in the amount of \$272,869.00, *presented by Chief Engineer, Bill Gamlen*
9. Adopt Resolution 2026-28 authorizing the General Manager to execute a Construction and Funding Agreement with the City of Healdsburg to design utility infrastructure as part of the Design and Construction of the Healdsburg Extension Project (CV-DB-25-001), *presented by Chief Engineer, Bill Gamlen*

10. Adopt Resolution 2026-29 authorizing the General Manager to execute a Construction and Funding Agreement with the County of Sonoma to design roadway improvements as part of the Design and Construction of the Healdsburg Extension Project (CV-DB-25-001), *presented by Chief Engineer, Bill Gamlen*
11. Adopt Resolution 2026-30 authorizing the General Manager to execute an Amendment to the Phase I Agreement of the Healdsburg Extension Contract CV-DB-25-001 in an amount of \$781,660.88, *presented by Chief Engineer, Bill Gamlen*
12. Appoint Troy Bingham to the position of Chief Financial Officer and approve and authorize the Chair to execute an employment agreement contingent upon completion of successful background investigation, *presented by General Manager, Eddy Cumins*
13. Next Board of Directors Meeting, September 16, 2026 – 1:30 PM – 5401 Old Redwood Highway, 1st Floor, Petaluma, CA 94954
14. Adjournment

ACCOMMODATIONS:

Public participation is solicited without regard to race, color, national origin, age, sex, gender identity, religion, disability or family status. Upon request, SMART will provide for written agenda materials in appropriate alternative formats, or make disability-related modification or other accommodation, to enable individuals to participate in and provide comments at/or related to public meetings. To request a modification, accommodation, service, or alternative format, 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 may be submitted to the Clerk of the Board by email at board@sonomamarintrain.org or by phone at (707) 794-3330. Requests can also be made by mail to SMART, 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 AGENDA**

July 15, 2026 - 1:30 PM

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

1. Call to Order [0:47 Minutes Mark on the Video Recording]

Chair Coursey called the meeting to order at 1:31pm. Vice Chair Sackett, Directors Jacobs, Lucan, Pahre, Rabbitt and Colin were present. Directors Garbarino, Kelly, Fleming and Paulson were absent. Director Cader Thompson requested remote participation utilizing SB707 Just Cause, Cal. Gov't Code sec. 54953.8.3 (c)(2).

URGENCY ITEM [02:06 Minutes Mark on the Video Recording]

Chair Coursey stated that SMART has an Urgency Item which came to the District's attention after the Board of Directors Agenda was posted.

AGENDA ITEM 6F

This emergency item came to the District's attention after the posting of the Agenda on Friday, July 10, 2026. Initial repairs to Freight Division's Black Point Bridge are complete, but there continues to be problems associated with moving the bridge and Staff requests continuing to approve Contract #FR-BB-5-002 for additional emergency repairs.

In order to continue freight operations, maintain a critical link to the mainline and to be able to continue to serve SMART's freight customers, the District needed to take immediate corrective action to repair the bridge. Staff recommended that the Board make a finding by two-thirds vote pursuant GOV. CODE § 54954.2(b) to add that item to the agenda.

MOTION: Director Rabbitt moved to approve adding the Black Point Bridge Continued Need item to the Consent Calendar, Agenda Item 6f. Director Colin seconded. The motion carried 8-0-4-0, with Directors Fleming, Garbarino, Kelley and Paulson absent.

2. Approval of the June 17, 2026, Board Meeting Minutes [04:39 Minutes Mark on the Video Recording]

MOTION: Director Rabbitt moved to approve the June 17, 2026 Board Meeting Minutes as presented. Vice Chair Sackett seconded. The motion carried 8-0-4-0, with Directors Fleming, Garbarino, Kelley and Paulson absent.

3. Board Member Announcements [5:35 Minutes Mark on the Video Recording]
None

4. General Manager's Report [06:06 Minutes Mark on the Video Recording]

General Manager Cumins provided a PowerPoint presentation, which is posted on SMART's

website. Highlights include:

- Ridership Report
- Event Service Update
- CFO Recruitment

Board Comments [12:08 Minutes Mark on the Video Recording]

Chair Coursey asked about the timeline of the CFO recruitment and was answered by General Manager, Eddy Cumins.

Chair Coursey stated that he would work with Vice Chair Sackett to form an ad hoc committee consisting of Board Members to interview CFO candidates and make recommendations to the full Board.

Public Comment:

Susan Kirks

5. Public Comments on Non-Agenda Items [16:35 Minutes Mark on the Video Recording]

The following individual spoke under Public Comment:

- Susan Kirks

6. Consent Calendar [18:46 Minutes Mark on the Video Recording]

- 6a. Receive Monthly Ridership Report – June 2026
- 6b. Receive Monthly Financial Status Report – May 2026
- 6c. Adopt Resolution No. 2026-19 declaring the results of the special election for Measure B and adopting the Measure.
- 6d. Approve Resolution 2026-20 delegating the Chief Financial Officer duties to the General Manager until a new Chief Financial Officer is appointed by the Board.
- 6e. Modification of effective date for the reclassification of a SMART position
- 6f. Determine there is a continued need for emergency action and continue to approve Contract #FR-BB-25-002 for emergency repairs to Black Point Bridge for a total contract amount not to exceed \$274,594. (added by addendum)

Public Comment:

None

MOTION: Director Lucan moved to approve the Consent Agenda, as presented. Director Jacobs seconded. The motion carried 8-0-4-0, with Directors Fleming, Garbarino, Kelley and Paulson absent.

7. Adopt Resolution No. 2026-21 to make various changes to the Fiscal Year 2025/2026 Adopted Budget - Amendment #12, *presented by Budget and Finance Manager, Claire Springer* [19:53 Minutes Mark on the Video Recording]

Public Comment:

None

MOTION: Vice Chair Sackett moved to Adopt Resolution No. 2026-21 to make various changes to the Fiscal Year 2025/2026 Adopted Budget - Amendment #12, as presented. Director Jacobs seconded. The motion carried 8-0-4-0, with Directors Fleming, Garbarino, Kelley and Paulson absent.

8. Adopt Resolution No. 2026-22 to make various changes to the Fiscal Year 2026/2027 Adopted Budget - Amendment #1, *presented by Budget and Finance Manager, Claire Springer* [23:45 Minutes Mark on the Video Recording]

Board Comments [28:07 Minutes Mark on the Video Recording]

Chair Coursey asked questions about resurfacing and replacing the cantilever. Chief Operating Manager, Marc Bader responded.

MOTION: Vice Chair Sackett moved to approve Resolution No. 2026-22 to make various changes to the Fiscal Year 2026/2027 Adopted Budget - Amendment #1, as presented. Director Rabbitt seconded. The motion carried 8-0-4-0, with Directors Fleming, Garbarino, Kelley and Paulson absent.

9. Receive the Marin-Sonoma Coordinated Transit Service Plan (“MASCOTS”) Update, *presented by Planning Manager, Zoe Unruh* [30:30 Minutes Mark on the Video Recording]

Board Comments [39:59 Minutes Mark on the Video Recording]

Director Colin asked about current changes staying in effect. Planning Manager, Zoe Unruh responded. Director Rabbitt commented about ridership and Chair Coursey made a comment about interval improvements.

Public Comments [45:19 Minutes Mark on the Video Recording]

Brian Zweir
Eris Weaver
Warran Wells

Informational Item – No Vote

Staff noticed a typographical error on item #10. Staff Report and Agenda have been amended to correctly reflect “Alexander” and not “Anderson”

10. Receive an update regarding outreach at the Geyserville Planning Committee and Geyserville ~~Anderson~~ Alexander Valley Municipal Advisory Council (“GAVMAC”) meetings, *presented by Planning Manager, Zoe Unruh*. [52:04 Minutes Mark on the Video Recording]

Board Comments [58:55 Minutes Mark on the Video Recording]

Chair Coursey asked if a previous station existed in Geyserville and whether the proposed station would be located in the same location. Planning Manager, Zoe Unruh responded, “yes” to both.

Public Comments

None

Informational Item – No Vote

11. Next Board of Directors Meeting, **August 19, 2026 – 1:30 PM** – 5401 Old Redwood Highway, 1st Floor, Petaluma, CA 94954
12. Adjournment – Meeting adjourned at 2:30PM

Respectfully submitted,

Kyreen Jorgensen
Clerk of the Board/Executive Assistant

Approved on: _____



Sonoma-Marin Area Rail Transit
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BOARD OF DIRECTORS

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Sonoma County Mayors' and
Councilmembers Association

Kate Colin
Transportation Authority of Marin

Victoria Fleming
Sonoma County Mayors' and
Councilmembers Association

Patty Garbarino
Golden Gate Bridge,
Highway/Transportation District

Ariel Kelley
Sonoma County Mayors' and
Councilmembers Association

Eric Lucan
Marin County Board of Supervisors

Kevin Jacobs
Transportation Authority of Marin

Barbara Pahre
Golden Gate Bridge,
Highway/Transportation District

Gabe Paulson
Marin County Council of Mayors and
Councilmembers

David Rabbitt
Sonoma County Board of Supervisors

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: Monthly Ridership Report – July 2026

Dear Board Members:

RECOMMENDATIONS: Receive the Monthly Ridership Report – July 2026

SUMMARY:

We are presenting the monthly ridership report for activity for the month of July 2026. This report shows trends in ridership for SMART by tracking Total riders, Average Weekday riders, and Average Saturday riders, Average Sunday/Holiday riders, as well as bicycles and mobility devices on board the trains. The report also includes total users counted on the SMART Pathway for the month, and total riders on the SMART Connect shuttles.

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

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

SMART's ridership data through July 2026 is posted on the SMART website (<https://sonomamarintrain.org/RidershipReports>).

FISCAL IMPACT:

None.

Sincerely,

/s/
Zoe Unruh
Planning Manager

Attachment: Monthly Ridership Report – July 2026

JULY 2026 SMART RIDERSHIP REPORT

SMART Ridership Report
Board of Directors,
August 19, 2026

July 2026 saw an increase in ridership from the previous month, with average weekday ridership at 5,568, up 2% from June and up 23% over July 2025. Compared to the prior month, average Saturday ridership increased by 21% and average Sunday ridership increased by 26%. Average Saturday and Sunday ridership increased 47% and 45%, respectively, compared to July 2025. Total monthly ridership was 163,276 up 23% over July 2025 and 160% over July 2019 (pre-COVID).

As background, SMART modified services in March 2020 due to the COVID-19 pandemic, with weekend service annulled and weekday service reduced to 16 trips. In May 2021, SMART added back 10 weekday trips. Saturday service was restored in May 2021, and Sunday service in May 2022. In June 2022, SMART added 10 additional weekday trips, and in November 2022, SMART added 2 additional midday trips, for a schedule of 38 trips per weekday. In May 2023, SMART added two evening trips on Friday and Saturday, known as the Starlighter. In November 2023, SMART suspended the Starlighter service but increased weekend service, running 16 trips total on both Saturday and Sunday. In August 2024, SMART added two additional round trips for a total of 42 trips each weekday. In late May 2025, SMART began running service to Windsor Station. On April 12, 2026 SMART increased service as part of the implementation of the Marin and Sonoma Coordinated Transit Service Plan (MASCOTS), and added three additional weekday round trips and four additional weekend roundtrips for a total of 48 trips each weekday and 24 trips on both Saturday and Sunday.

The tables below present data for July 2025 and 2026 year-over-year.

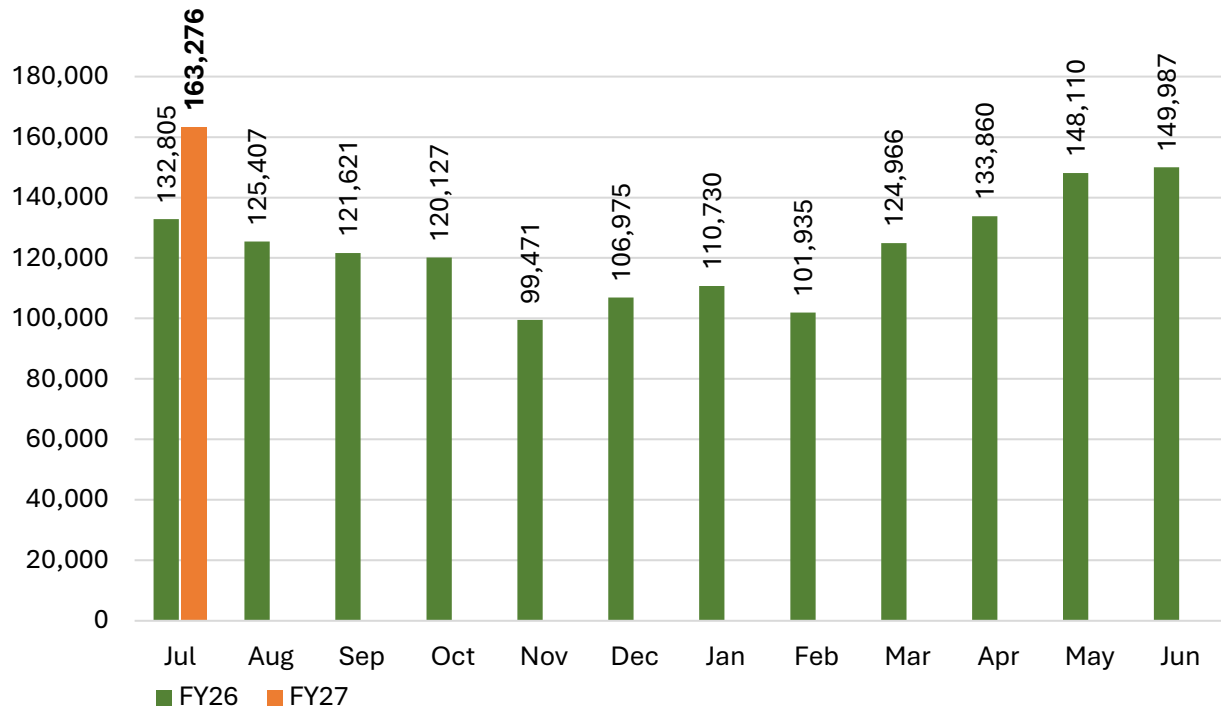
MONTHLY TOTALS YEAR-OVER-YEAR	JULY 2025	JULY 2026	% Change
Ridership	132,805	163,276	23%
Fare-based Ridership (Clipper + App Only)	63,764	75,489	18%
Average Weekday Ridership	4,763	5,568	17%
Average Saturday Ridership	3,142	4,610	47%
Average Sunday Ridership	3,092	4,470	45%
Bicycles	15,059	18,407	22%
Mobility Devices	450	483	7%

The following charts compare the average weekday ridership, average weekend ridership, and monthly totals for FY26-FY27.

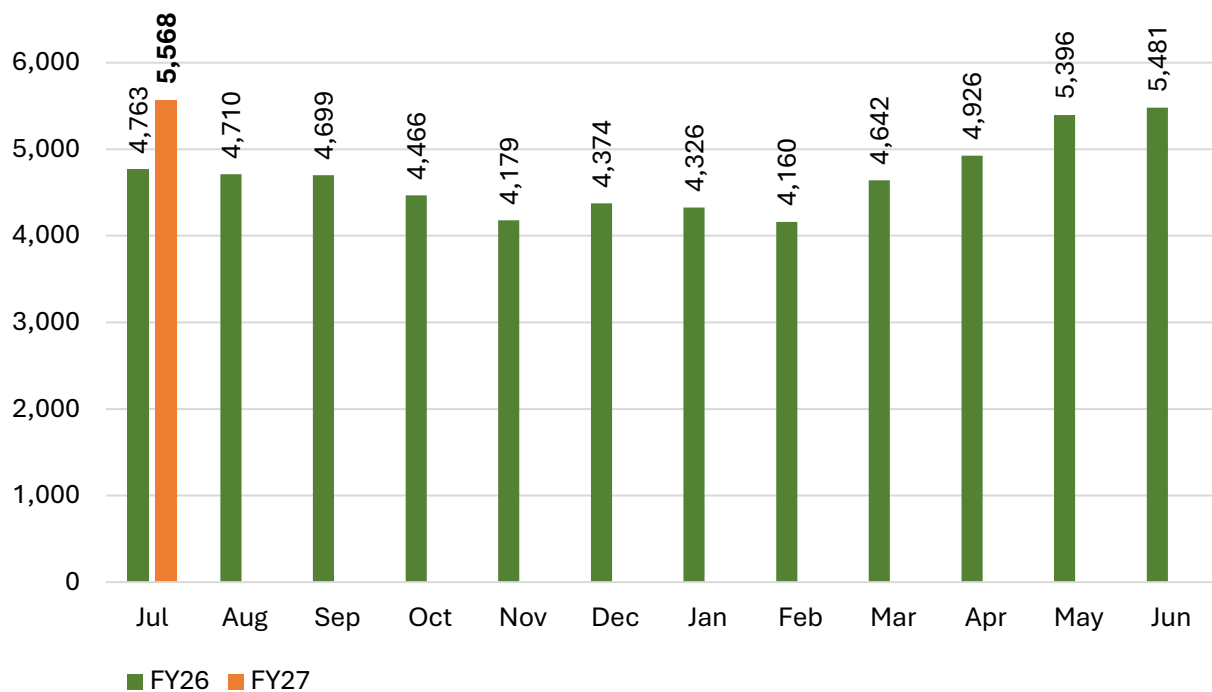
JULY 2026 SMART RIDERSHIP REPORT

SMART Ridership Report
Board of Directors,
August 19, 2026

SMART Monthly Ridership (FY26 - FY27)



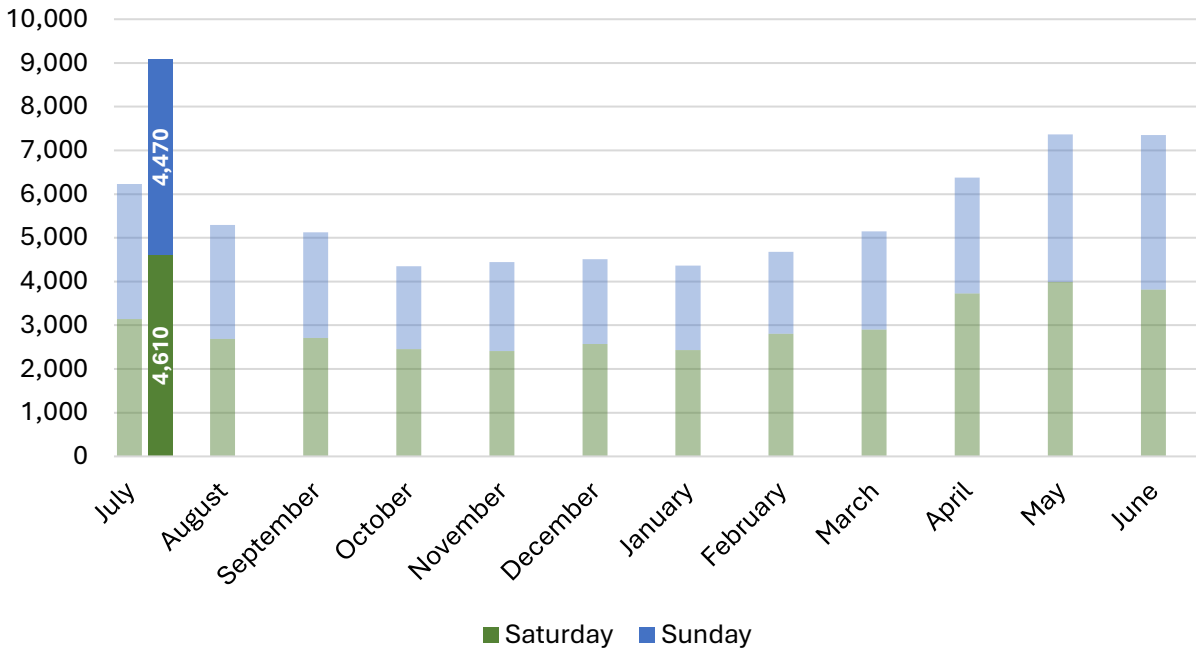
SMART Average Weekday Ridership (FY26 - FY27)



JULY 2026 SMART RIDERSHIP REPORT

SMART Ridership Report
Board of Directors,
August 19, 2026

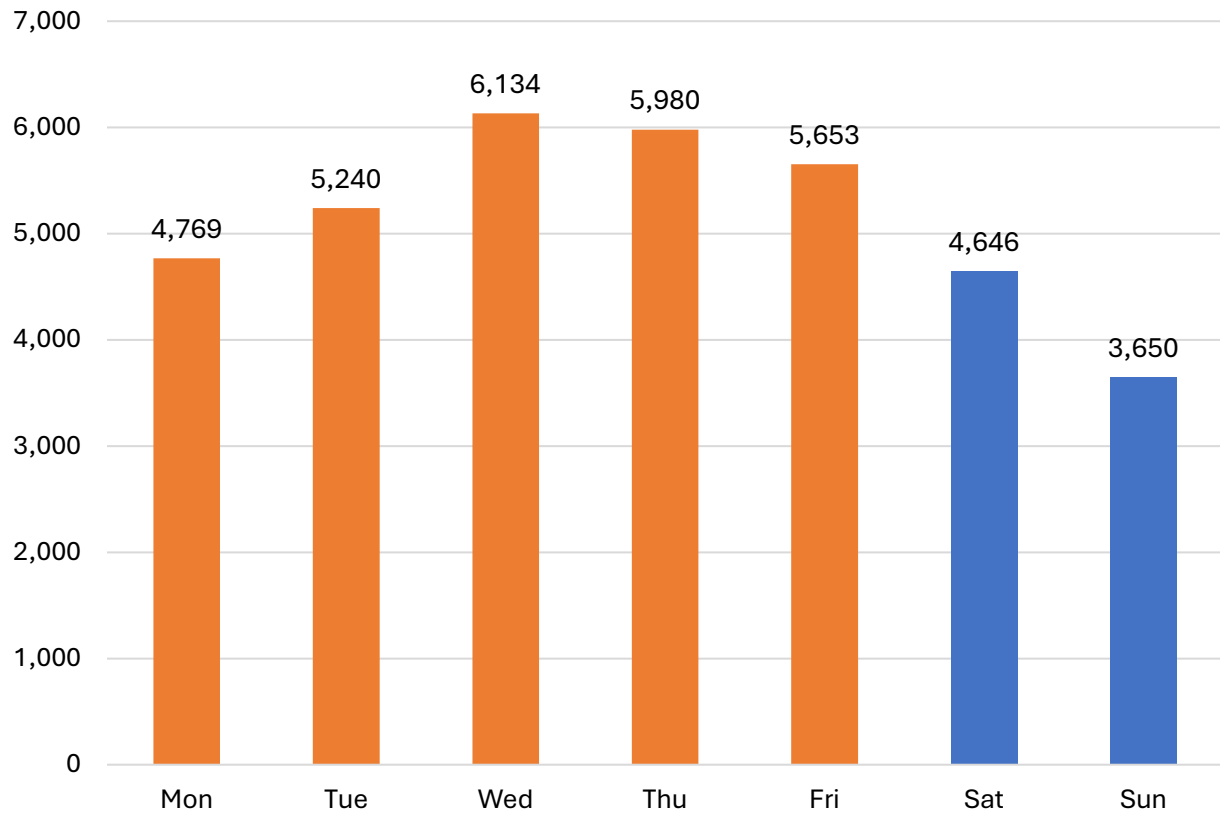
SMART Average Weekend Boardings (FY26 - FY27)



JULY 2026 SMART RIDERSHIP REPORT

SMART Ridership Report
Board of Directors,
August 19, 2026

Average Boardings by Day of Week (July 2026)



JULY 2026 SMART RIDERSHIP REPORT

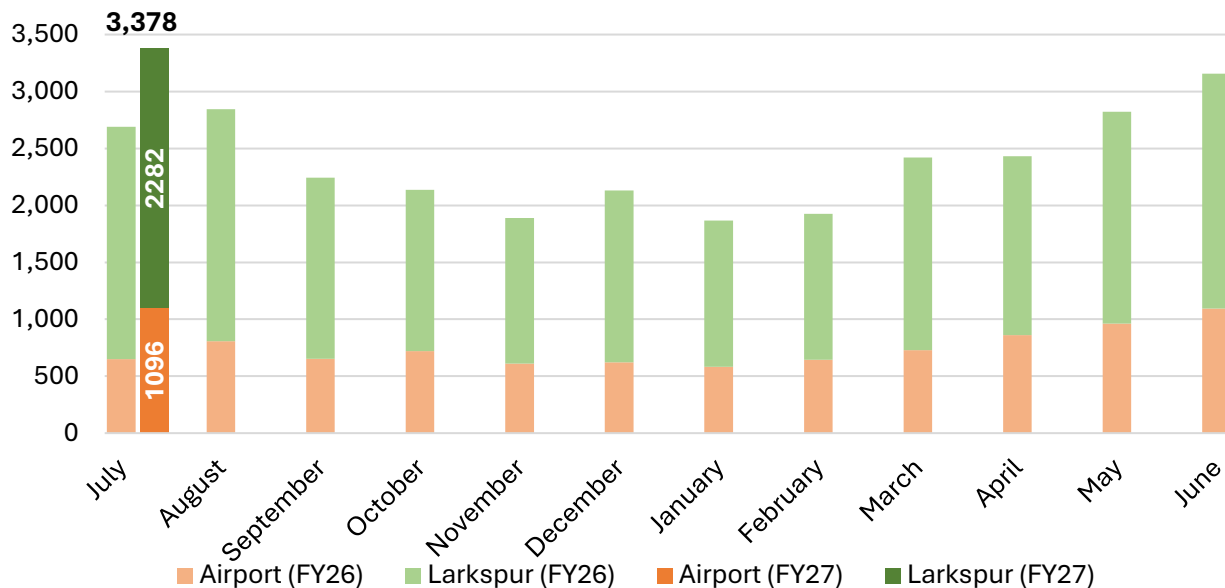
SMART Ridership Report
Board of Directors,
August 19, 2026

SMART Connect Program

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

Total June monthly ridership for the SMART Connect program was 3,378 riders.

SMART Connect Ridership (FY26-FY27)



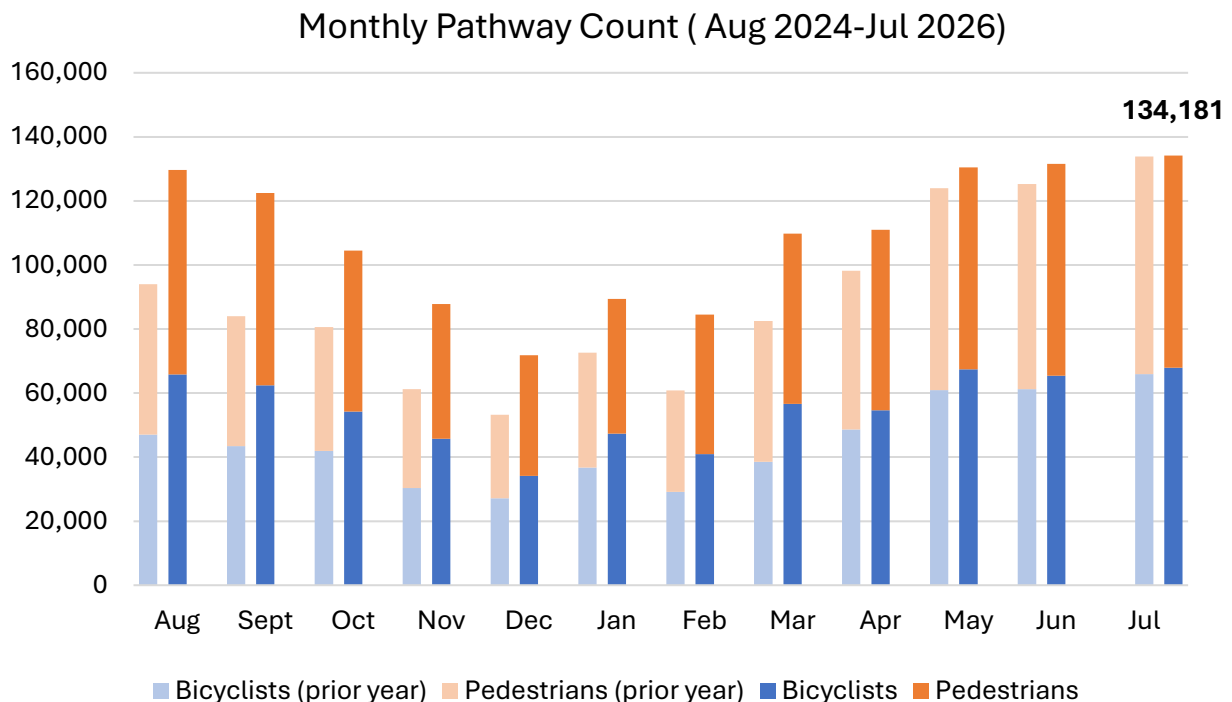
JULY 2026 SMART RIDERSHIP REPORT

SMART Ridership Report
Board of Directors,
August 19, 2026

SMART Pathway

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

In July 2026, SMART counted 134,181 users on the pathway.





Sonoma-Marin Area Rail Transit
5401 Old Redwood Hwy, Suite 200
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AGENDA ITEM 06b

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W: www.SonomaMarinTrain.org

BOARD OF DIRECTORS

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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-Marín Area Rail Transit District
August 19, 2026

PASSED AND ADOPTED at a regular meeting of the Board of Directors of the Sonoma-Marín 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-Marín Area Rail Transit District

ATTEST:

Kyreen Jorgensen, Clerk of the Board of Directors
Sonoma-Marín 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

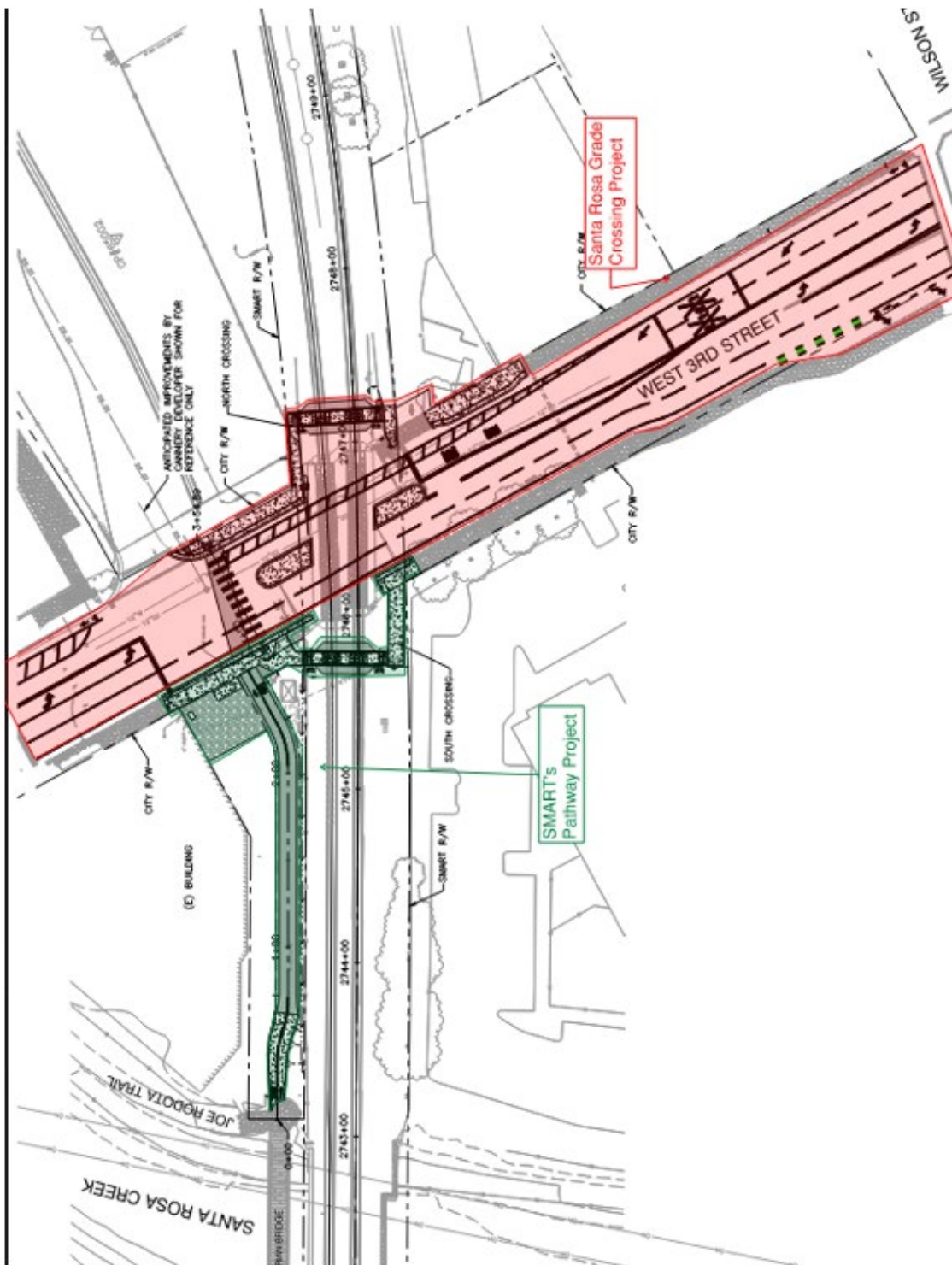


EXHIBIT B

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



AGENDA ITEM 06c

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

P: 707-794-3330
F: 707-794-3037
W: www.SonomaMarinTrain.org

BOARD OF DIRECTORS

Chris Coursey, Chair
Sonoma County Board of Supervisors

Mary Sackett, Vice Chair
Marin County Board of Supervisors

Janice Cader Thompson
Sonoma County Mayors' and
Councilmembers Association

Kate Colin
Transportation Authority of Marin

Victoria Fleming
Sonoma County Mayors' and
Councilmembers Association

Patty Garbarino
Golden Gate Bridge,
Highway/Transportation District

Ariel Kelley
Sonoma County Mayors' and
Councilmembers Association

Eric Lucan
Marin County Board of Supervisors

Kevin Jacobs
Transportation Authority of Marin

Barbara Pahre
Golden Gate Bridge,
Highway/Transportation District

Gabe Paulson
Marin County Council of Mayors and
Councilmembers

David Rabbitt
Sonoma County Board of Supervisors

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:

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Chief Engineer
Sonoma - Marin Area Rail Transit (SMART)
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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.
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 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.

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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

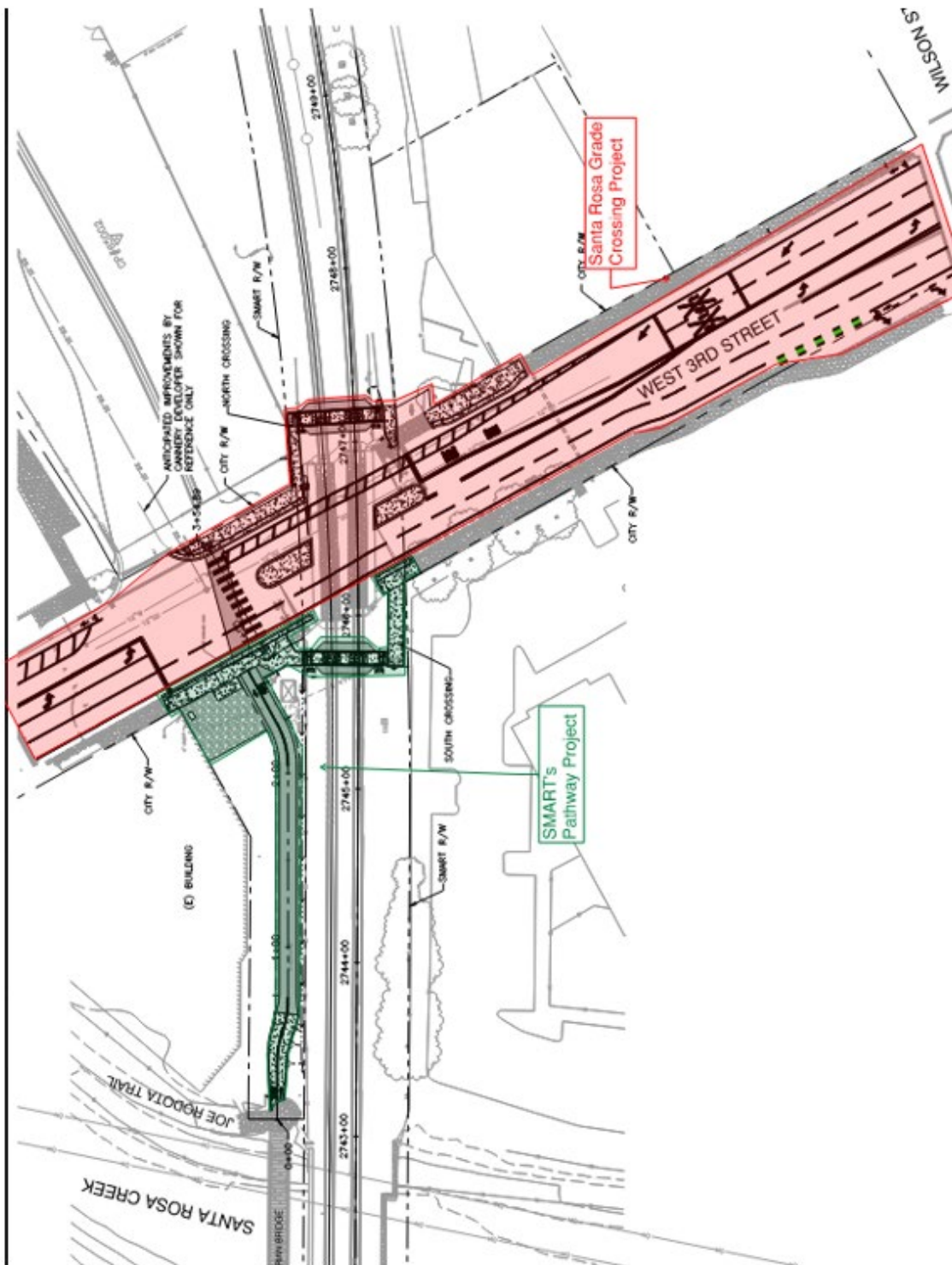


EXHIBIT B

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



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.

A horizontal number line with tick marks at -2000, -1000, 0, 1000, 2000, and 4000. The segment between -1000 and 2000 is shaded black.

1 inch = 2,000 ft.

VICINITY MAP



Alteration of Olive Ave - City of Novato
Stacy and Witbeck



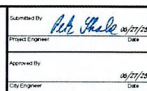
SIGNS



GENERAL NOTES

-

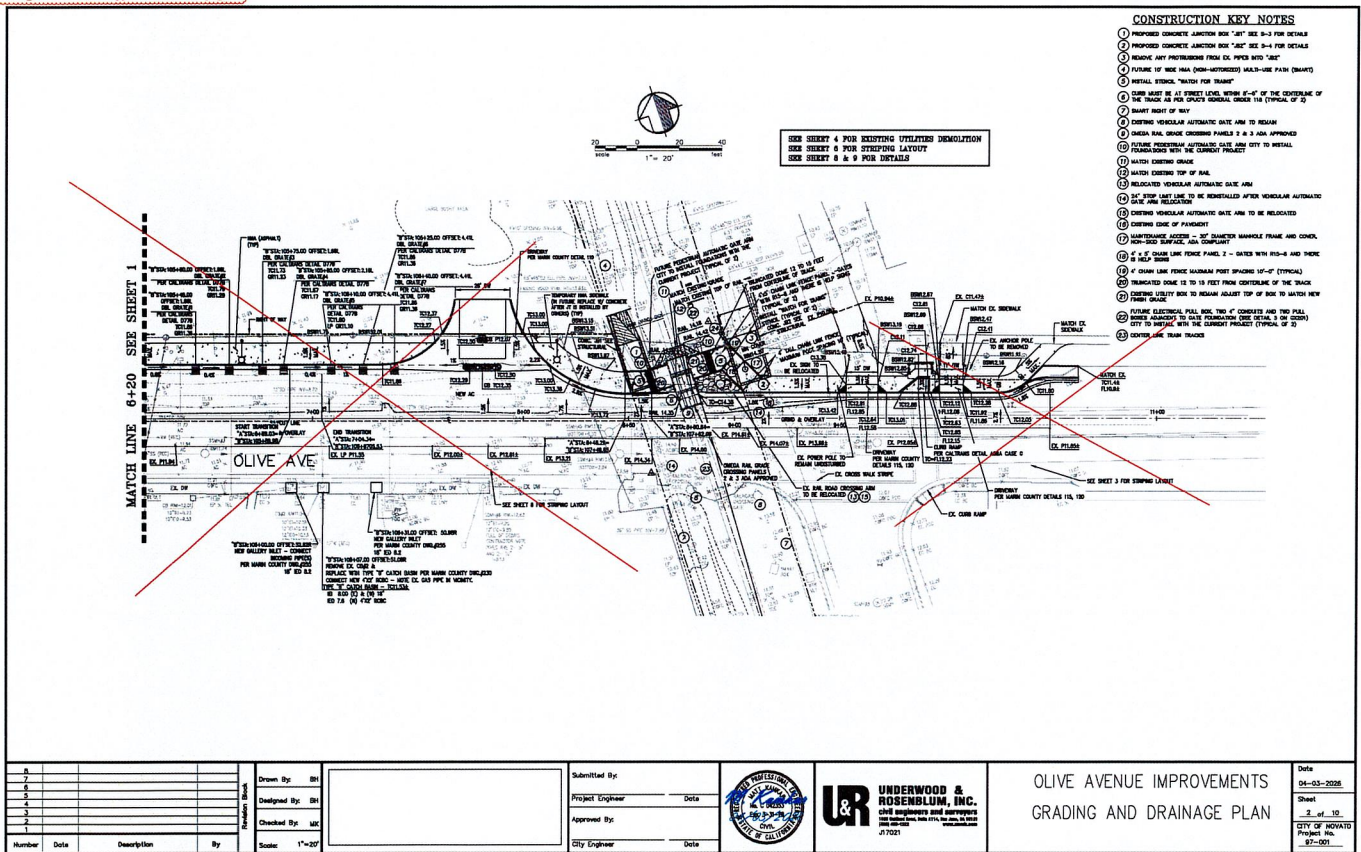
4				Revision Block Drawn By <u> P.S. </u> Designed By <u> P.S. </u> Checked By <u> P.S. </u> Scale: 1"=10'
3				
2				
1	05/19/2005	REQUEST FOR AUTHORIZATION TO ALTER HIGHWAY-RAIL CROSSING PURSUANT TO GO BB S	PS	
Number	Date	Description	By	



Date	June, 2025
Sheet	1 of 1
Project No.	97-001

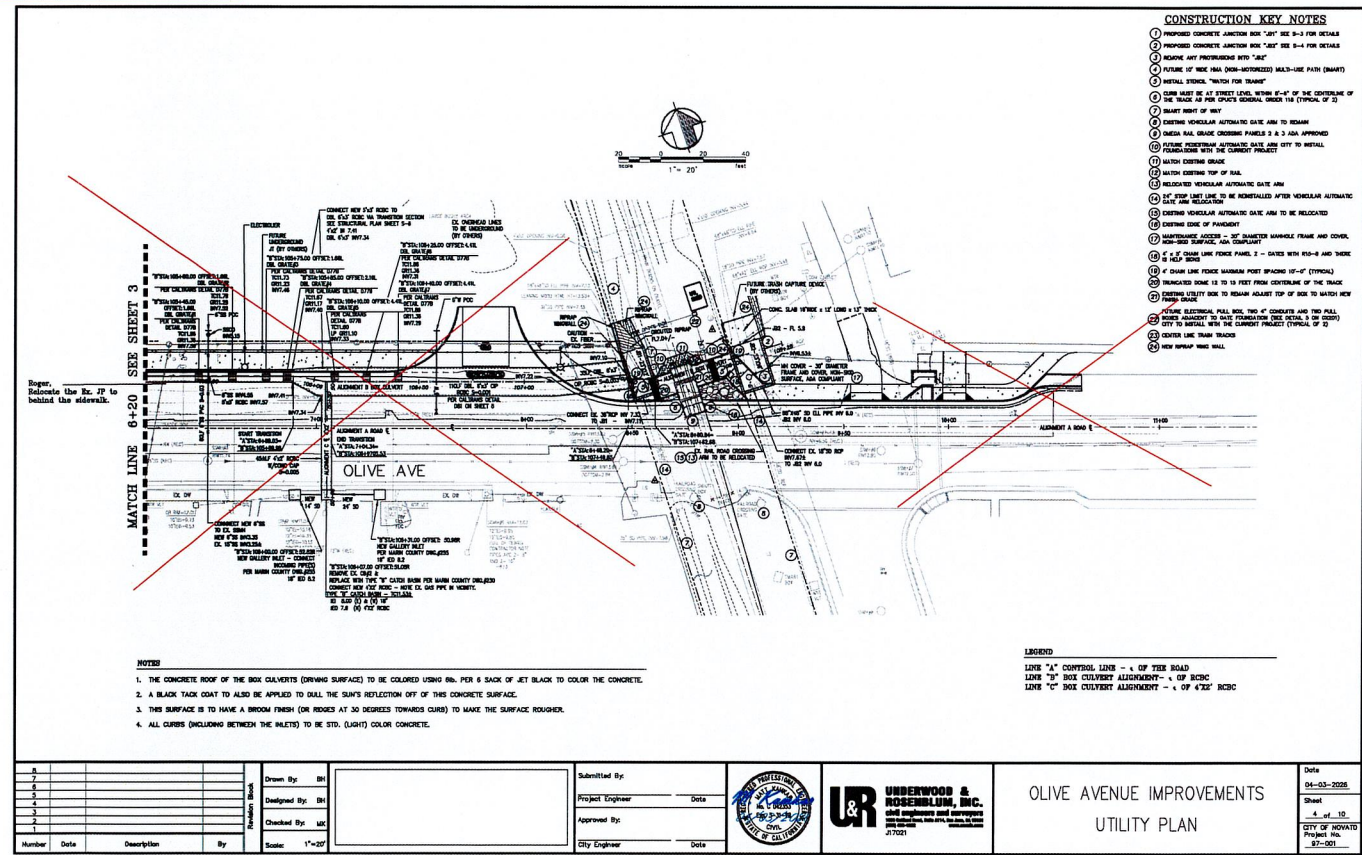
2026-ROE-046 - Exhibit B 3 of 14

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



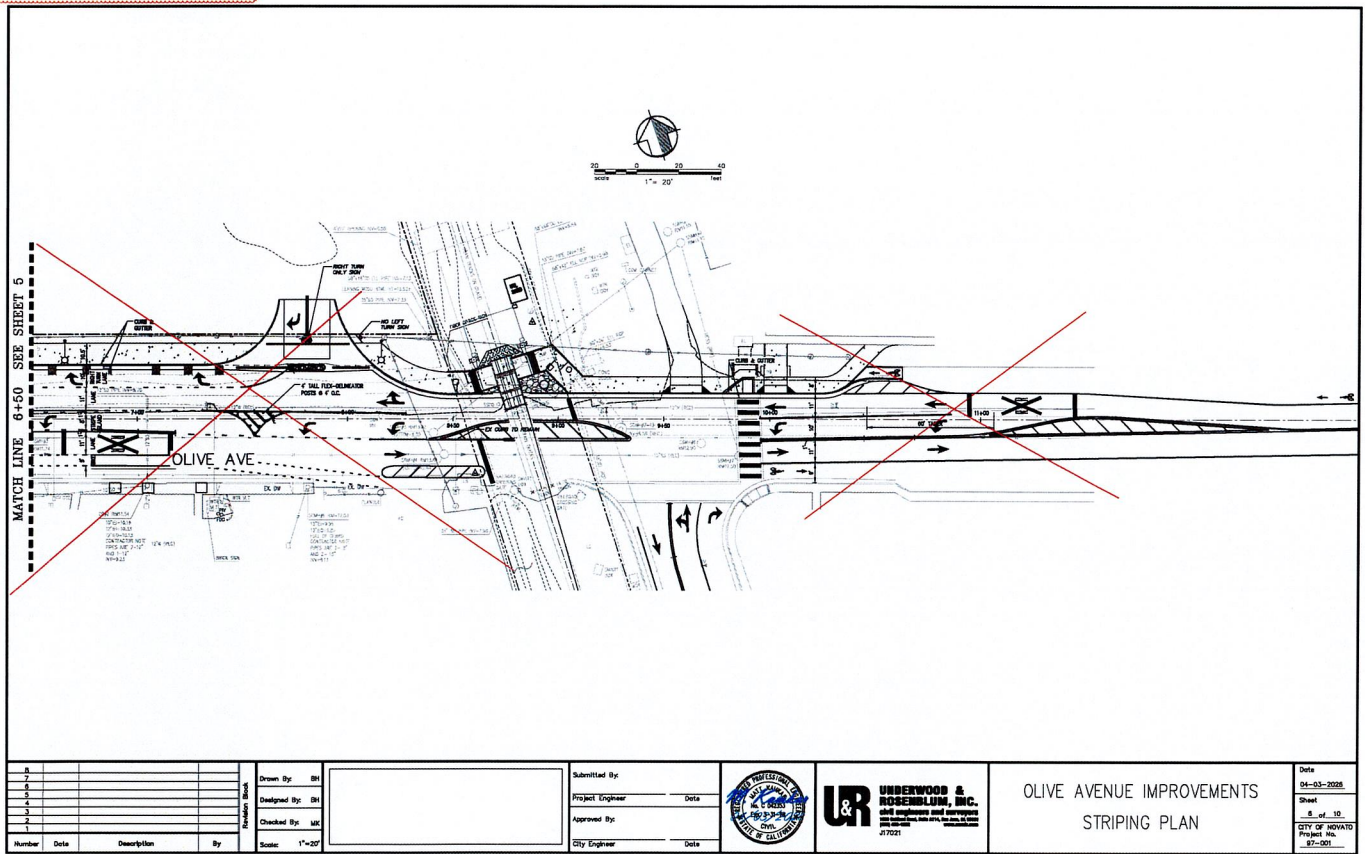
2026-ROE-046 - Exhibit B 4 of 14

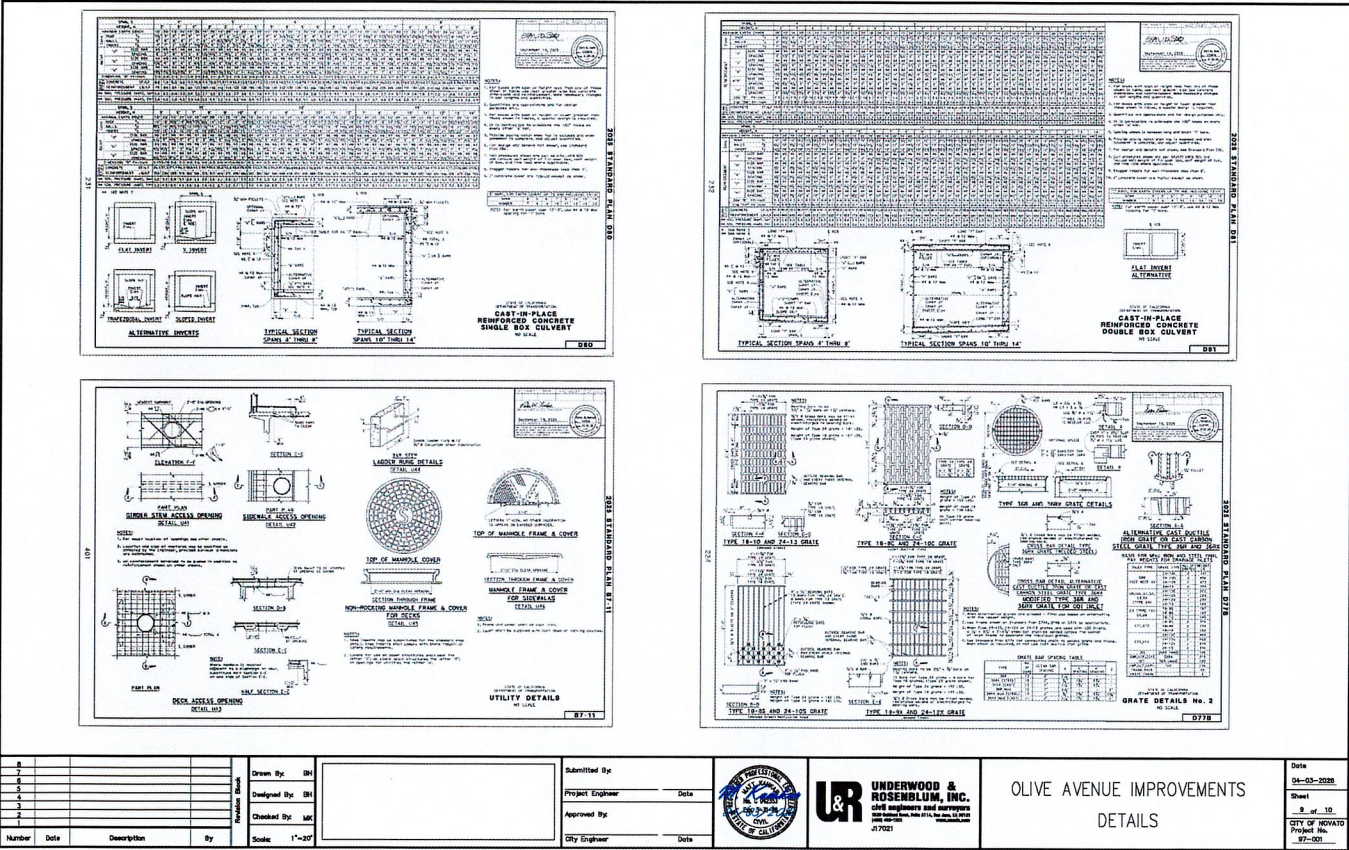
See Sheet 1 of 1 labelled "Olive Avenue Rail Road Crossing Exhibit" for scope of work. PDF page 12.



2026-ROE-046 - Exhibit B 5 of 14

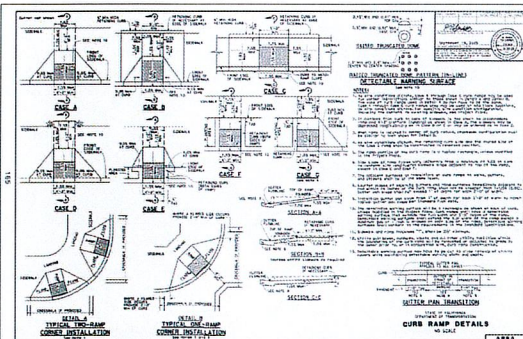
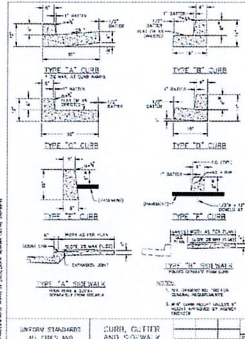
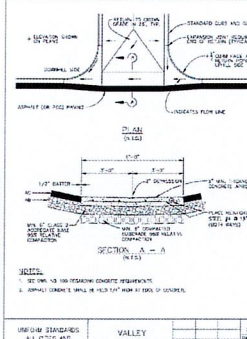
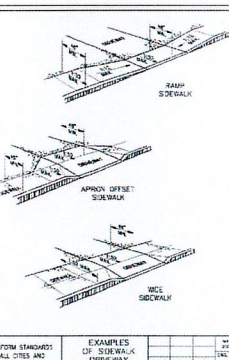
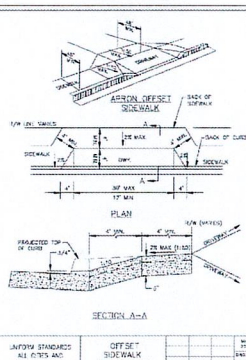
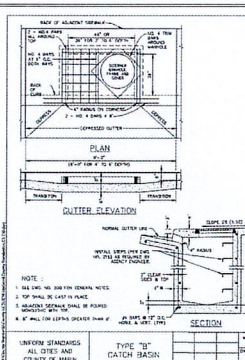
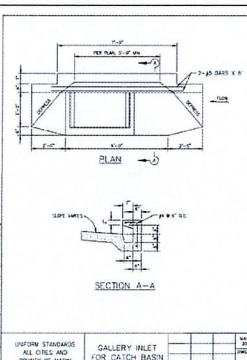
See Sheet 1 of 1 labelled "Olive Avenue Rail Road Crossing Exhibit" for scope of work. PDF page 12.





				Revision: 0		Drawn By: DB				Submitted By:						OLIVE AVENUE IMPROVEMENTS		Date: 04-03-2008	
				7		Designed By: DB				Project Engineer: _____		Date: _____		Civil Engineers and Surveyors		DETAILS		Sheet: 8 of 10	
				8		Checked By: MK				Approved By: _____		Date: _____		10000 Irvine Blvd., Suite 200, Irvine, CA 92618				CITY OF IRVINE	
				9		Scale: 1"=20'				City Engineer: _____		Date: _____		J17021				Project No. 07-001	
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2026-ROE-046 - Exhibit B 7 of 14

															
															
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Checked By:	DM
Scale:	1"=20'

Submitted By:	
Project Engineer:	
Approved By:	
City Engineer:	



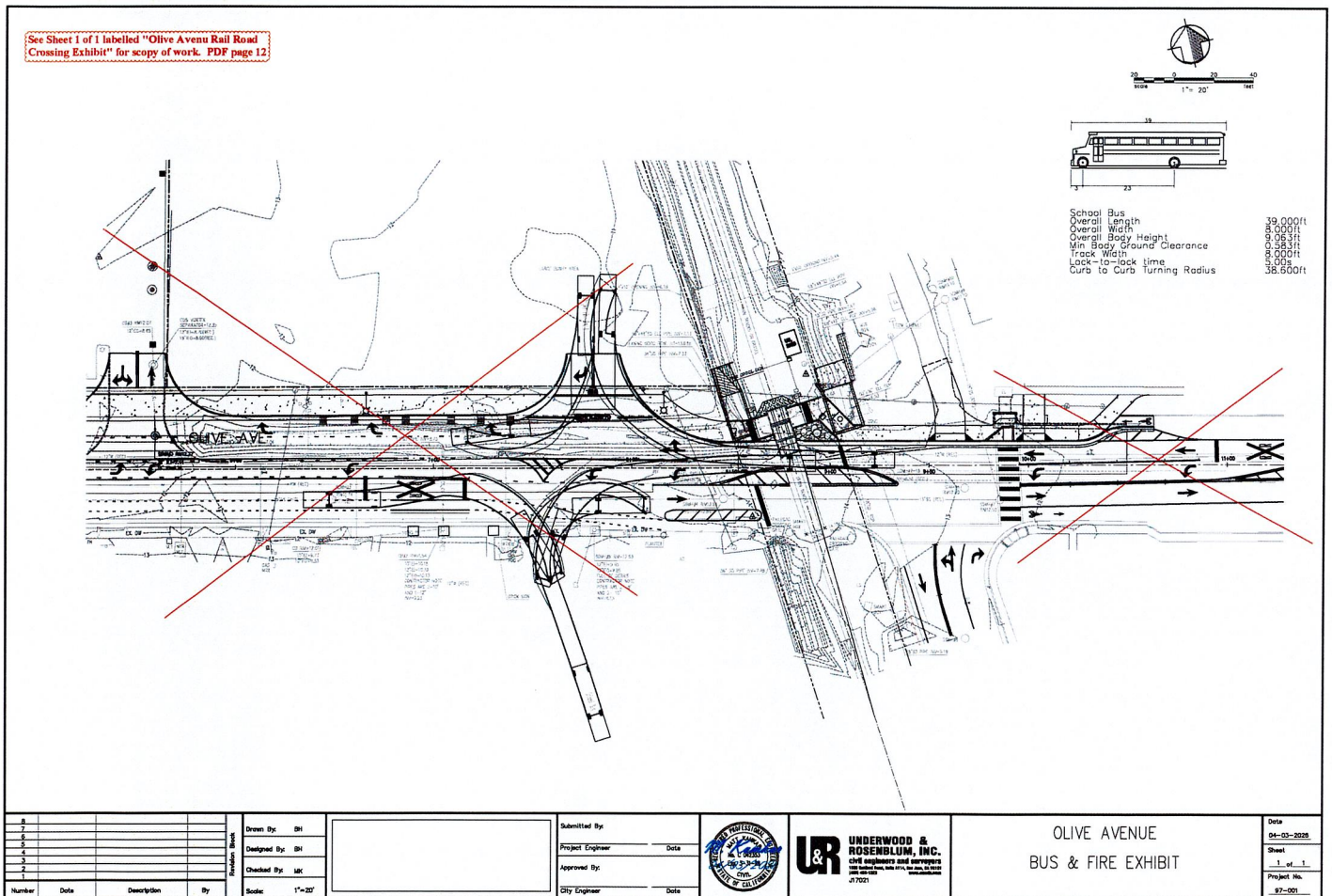
UNDERWOOD & ROSENBLUM, INC.
Civil Engineers and Surveyors
1000 North Central Avenue, Suite 200, Phoenix, AZ 85004
J17021

OLIVE AVENUE IMPROVEMENTS

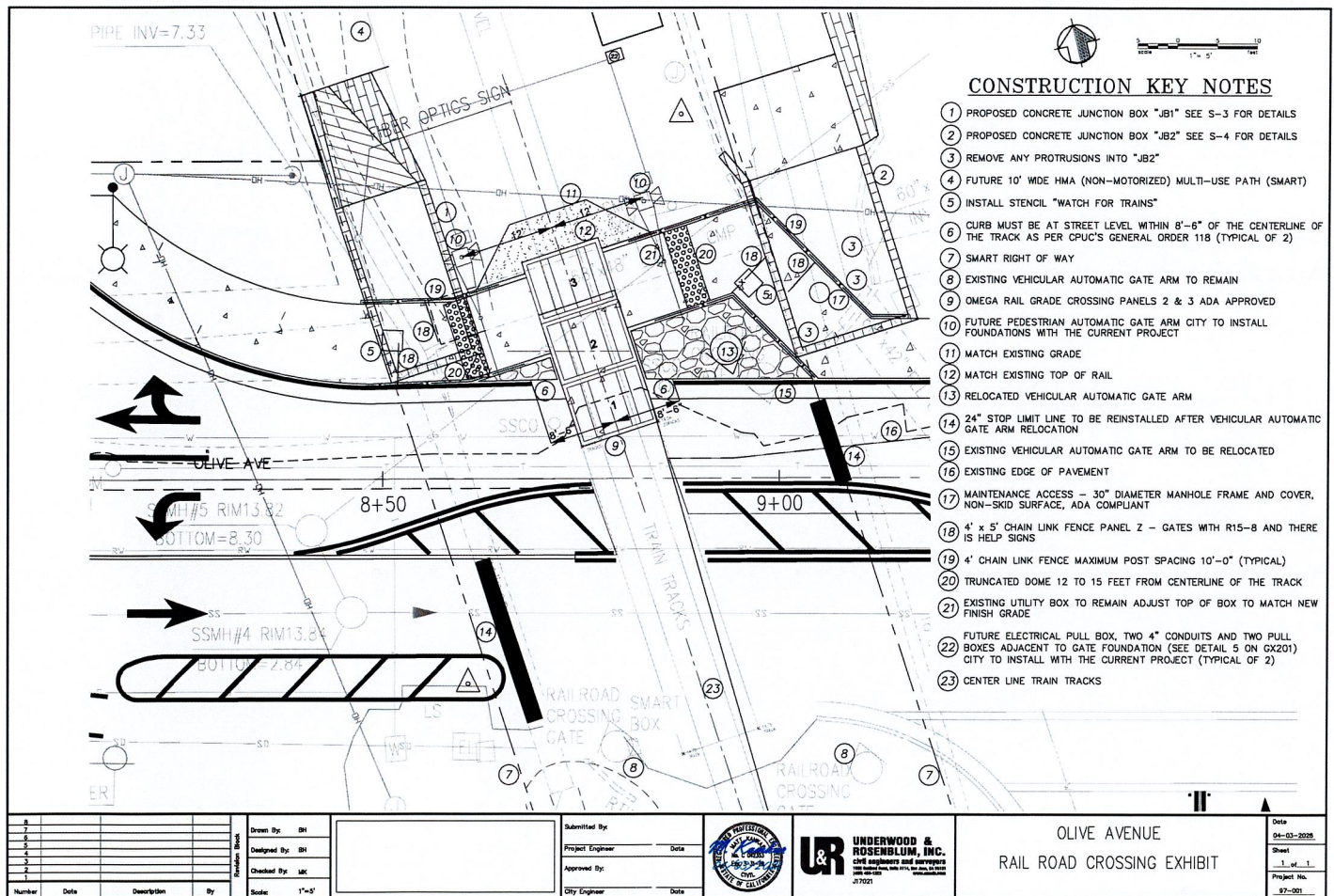
DETAILS

Date:	04-03-2006
Sheet:	18 of 18
City of Maricopa:	
Project No.:	97-001

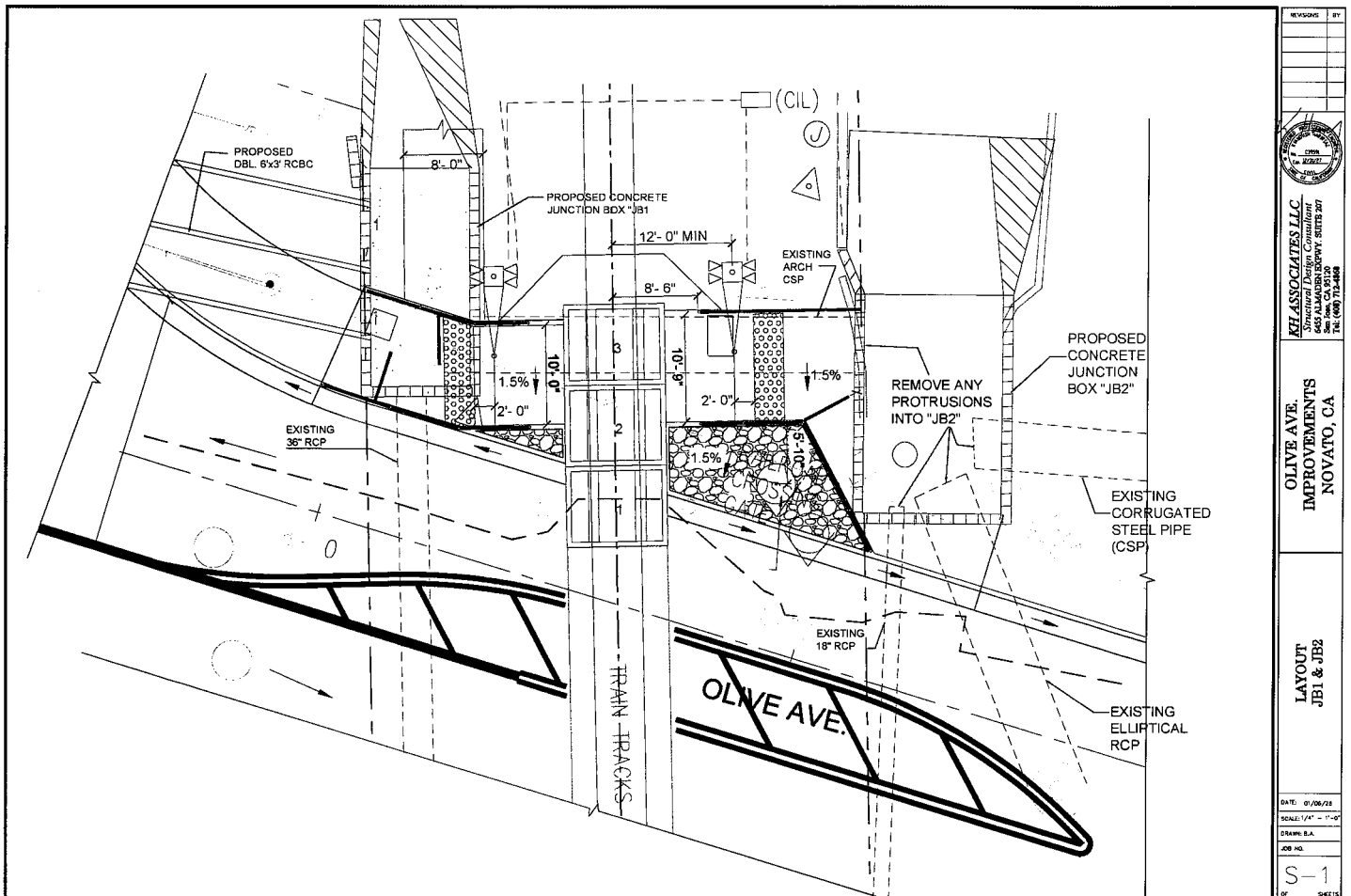
2026-ROE-046 - Exhibit B 8 of 14



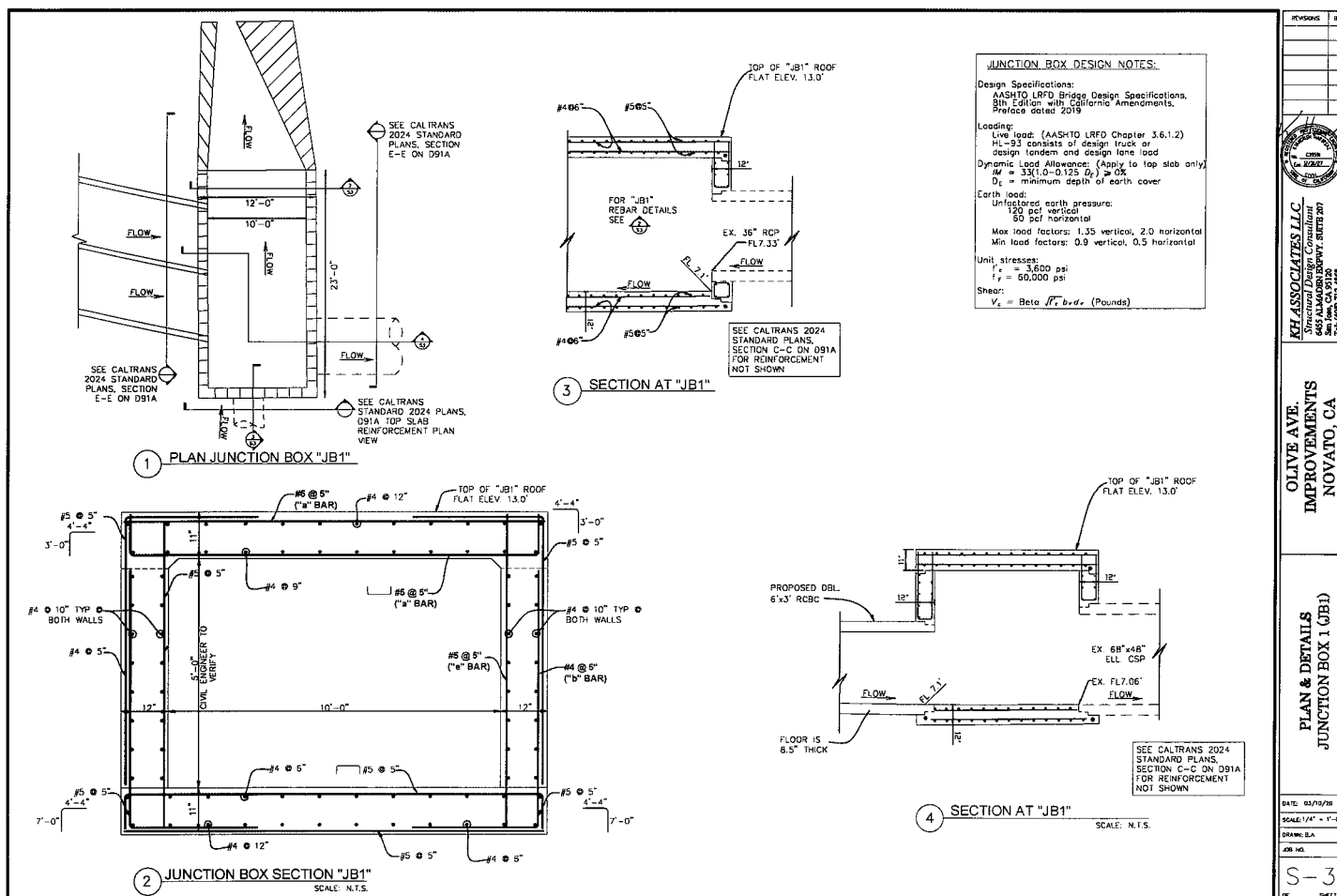
2026-ROE-046 - Exhibit B 9 of 14

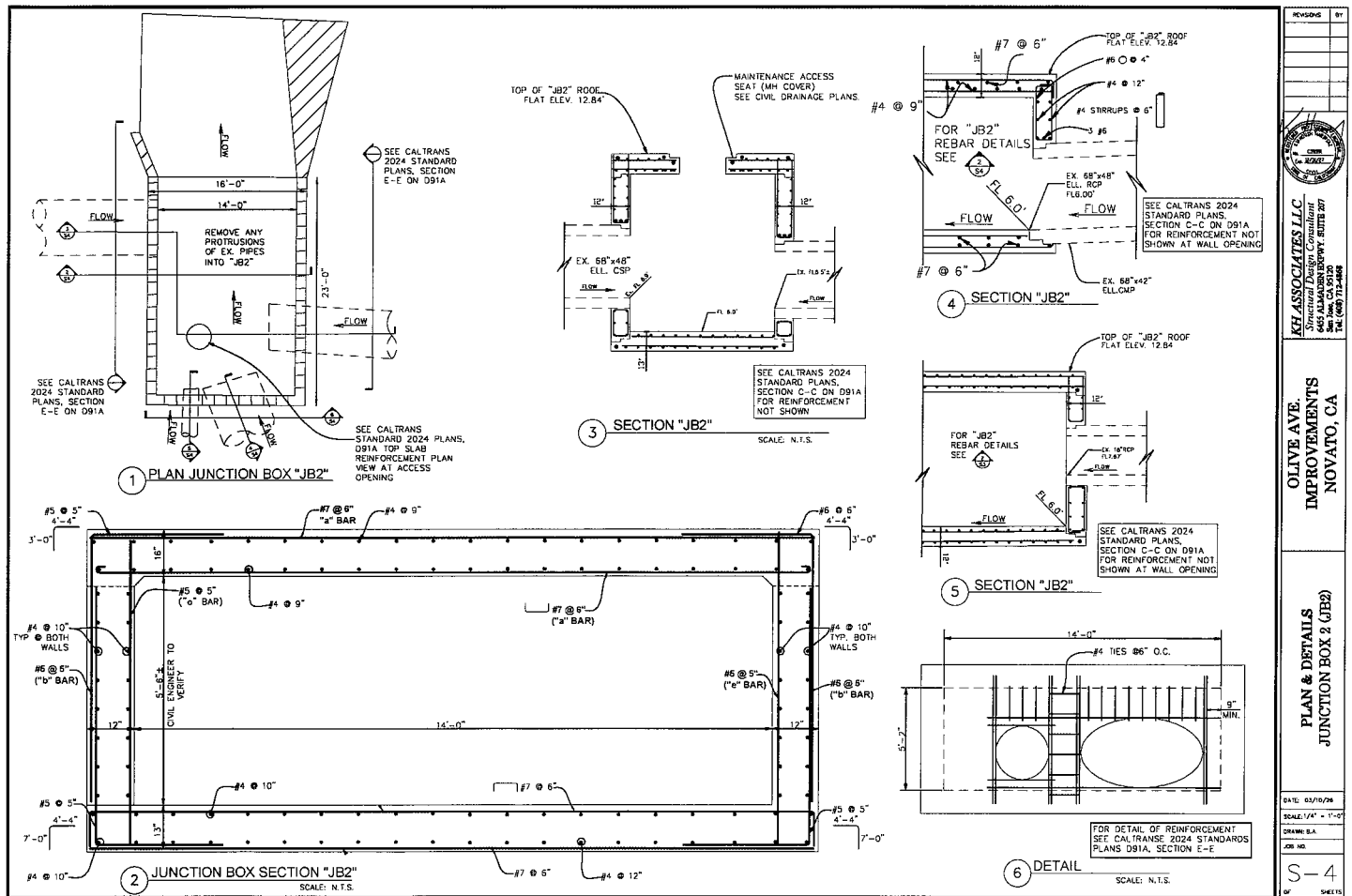


2026-ROE-046 - Exhibit B 10 of 14

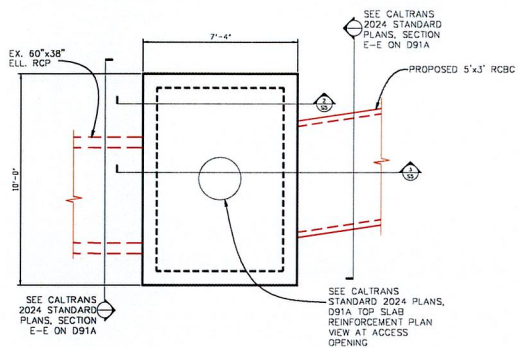


2026-ROE-046 - Exhibit B 11 of 14

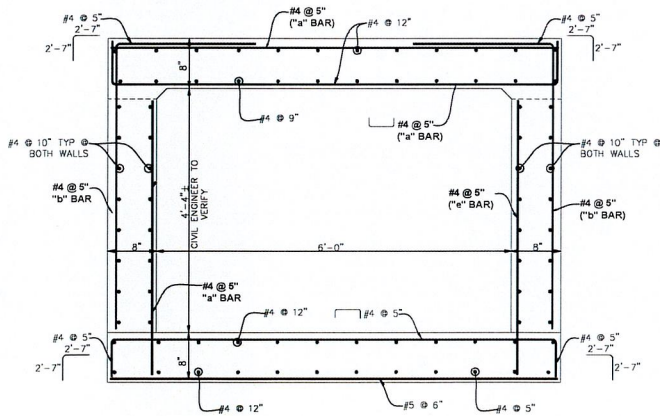




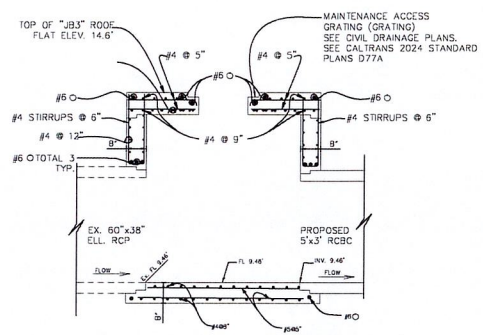
2026-ROE-046 - Exhibit B 13 of 14



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.	
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2026-ROE-046 - Exhibit B 14 of 14

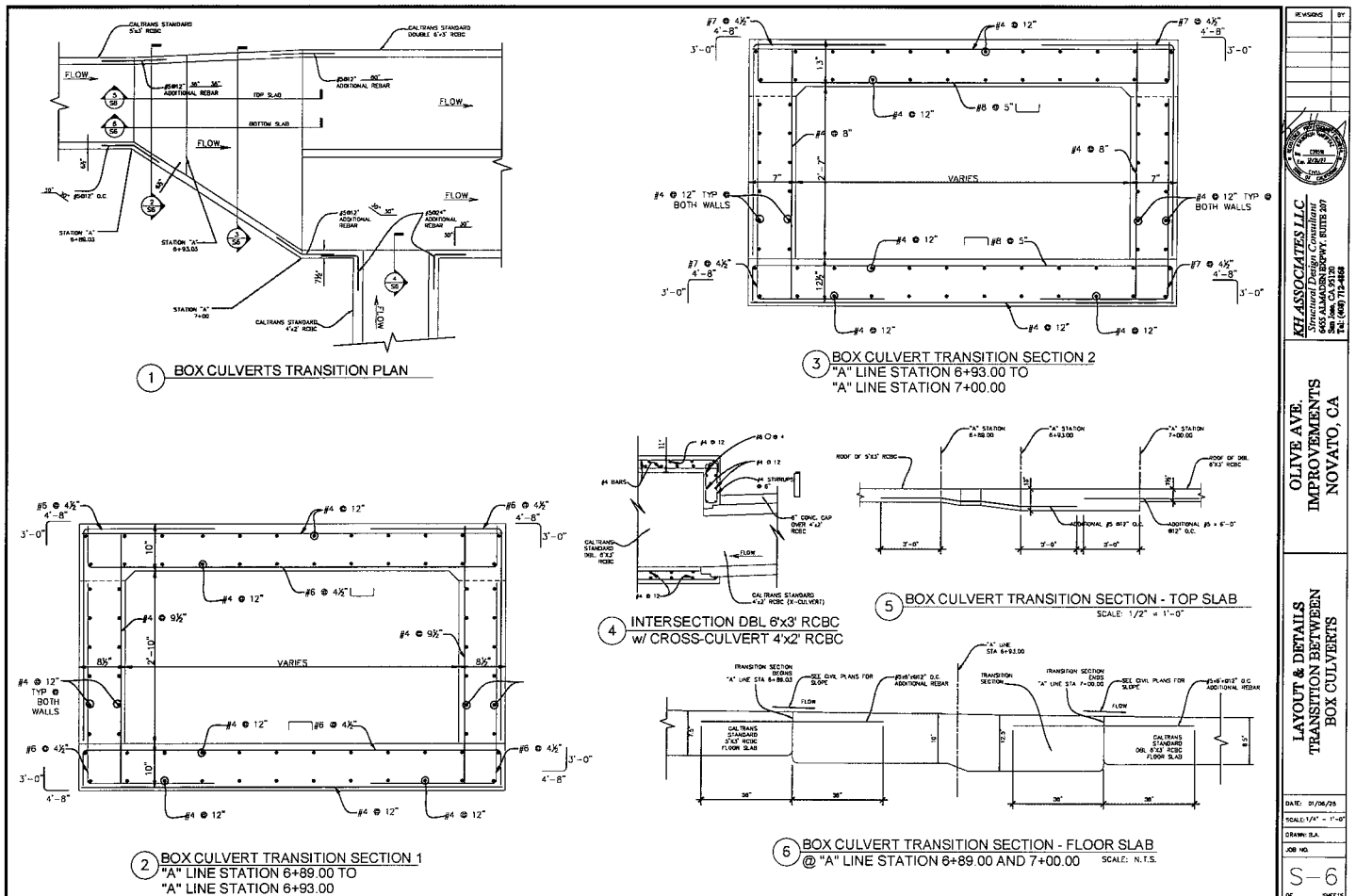


EXHIBIT C

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 activate the Permit before the works starts, then call OCC by phone to deactivate 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#



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

P: 707-794-3330
F: 707-794-3037
W: www.SonomaMarinTrain.org

BOARD OF DIRECTORS

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Sonoma County Board of Supervisors

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David Rabbitt
Sonoma County Board of Supervisors

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: Fiscal Year 2026/2027 Budget Amendment #2

Dear Board Members:

RECOMMENDATIONS:

Adopt Resolution No. 2026-25, amending Resolution No. 2026-17, the Fiscal Year 2026/2027 Adopted Budget to modify spending authority.

BACKGROUND:

To continue work on projects that were not completed in Fiscal Year 2026, SMART is requesting funds be rolled or integrated into the current fiscal year. This amendment completes the following actions:

- Healdsburg Extension Development Project: Roll forward the remaining \$836,314 of Transit and Intercity Rail Capital Program (TIRCP) funds for this project from Fiscal Year 2026 to Fiscal Year 2027.

- St. Vincent Culvert Repairs Project: Roll forward the \$21,230 remaining in Fiscal Year 2026 to 2027 and add \$75,156 in funding after the formal procurement was completed. The funds for this project are 80% 5337 Federal State of Good Repair matched with SMART Sales and Use Tax funds.

- Olive Avenue Path-of-Travel Project: add \$105,000 of SMART Sales and Use Tax funds to the project based on the funding agreement. This project is a collaboration between SMART and the City of Novato to implement safety improvements to the pathway at the Olive Avenue railroad crossing.

- Civic Center Kiss-and-Ride Project: Roll \$18,159 of Regional Measure 3 (RM3) funds from Fiscal Year 2026 into Fiscal Year 2027 to complete the design work.

- Black Point Bridge Emergency Repair Project: Rolling the \$59,577 remaining in CA Priority Legislative Projects 2024 funding for the project from Fiscal Year 2026 to 2027 to complete the work.

These actions allow SMART to continue work on projects that were in progress at the end of the year and allows the integration of funds necessary for these projects in Fiscal Year 2027.

FISCAL IMPACT:

The increase in spending authority for freight is balanced by an increase in grant funding, therefore maintaining a fund balance of \$0. The passenger budget will add \$935,828 in revenues and \$1,055,858 in expenses, reducing the fund balance by \$120,030 for a remaining fund balance of \$48,537,772.

Sincerely,

/s/

Claire Springer
Budget and Finance Manager

Attachments: 1.) Resolution No 2026-25 – FY 2026/2027 Budget Amendment #2
2.) Revised Appendix A
3.) Revised Appendix B

RESOLUTION OF THE BOARD OF DIRECTORS OF THE SONOMA-MARIN AREA RAIL TRANSIT DISTRICT, STATE OF CALIFORNIA, AMENDING RESOLUTION NO. 2026-17, THE ANNUAL BUDGET FOR FISCAL YEAR 2026-2027 TO INCREASE SPENDING AUTHORITY

WHEREAS, as part of its approval of the Annual Budget for Fiscal Year 2026-2027, the Board of Directors considered the annual expenditures necessary for the Sonoma-Marín Area Rail Transit District; and

WHEREAS, the Board approved Budget Amendment #1 to modify expenditure authority; and

WHEREAS, the Board desires to amend the Annual Budget Resolution No. 2026-17 to increase expenditure authority for freight and passenger rail.

NOW, THEREFORE, BE IT RESOLVED that the expenditure authority in Resolution No. 2026-17, Fiscal Year 2026-2027 Adopted Budget, Appendices A and B are hereby amended.

BE IT FURTHER RESOLVED except as specifically amended or supplemented by this Resolution, Resolution No. 2026-17, 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. 2026-17.

PASSED AND ADOPTED at a regular meeting of the Board of Directors of the Sonoma-Marín 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-Marín Area Rail Transit District

ATTEST:

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

Appendix A - Passenger Rail/Pathway Sources & Uses					
FISCAL YEAR 2026-2027 BUDGET - SOURCES					
		FY27 Requested Budget	Amendment #1	Amendment #2	Total
1	Beginning Fund Balance *	\$ 57,338,843	\$ -		\$ 57,338,843
2	Revenues				
3	SMART Sales and Use Tax				
4	Measure Q	\$ 50,408,000	\$ -		\$ 50,408,000
5	Measure Q Cost of Collection	\$ (850,000)	\$ -		\$ (850,000)
6	Net Sales & Use Tax	\$ 49,558,000	\$ -		\$ 49,558,000
7	Measure Q Roll Forward	\$ 1,626,044	\$ 40,648	\$ 4,246	\$ 1,670,938
8	Transfer from Capital Fund	\$ -	\$ -		\$ -
9	Transfer from Corridor Reserve	\$ -	\$ -		\$ -
10	Subtotal	\$ 51,184,044	\$ 40,648	\$ 4,246	\$ 51,228,938
11	Federal Funds				
12	5307 - Urbanized Area Formula Funds (Preventative Maintenance)	\$ 4,202,279	\$ -		\$ 4,202,279
13	5337 - Federal State of Good Repair Funds	\$ 6,987,499	\$ 162,593	\$ 77,109	\$ 7,227,201
15	Subtotal	\$ 11,189,778	\$ 162,593	\$ 77,109	\$ 11,429,480
16	State Funds				
17	AHSC - Affordable Housing and Sustainable Communities	\$ 290,000	\$ -		\$ 290,000
18	LCTOP - Low Carbon Transit Operating	\$ 799,967	\$ -		\$ 799,967
19	LPP - Local Partnership Program	\$ 1,151,291	\$ 300,000		\$ 1,451,291
20	SRA - State Rail Assistance	\$ 5,086,476	\$ -		\$ 5,086,476
21	STA - State Transit Assistance (Population)	\$ 1,321,520	\$ -		\$ 1,321,520
22	STA - State Transit Assistance (Revenue)	\$ 1,890,109	\$ -		\$ 1,890,109
23	MASCOTS - Marin	\$ 431,520	\$ -		\$ 431,520
24	STA - MASCOTS - MTC	\$ 500,000	\$ -		\$ 500,000
25	STA - MASCOTS - SCTCA	\$ 704,080	\$ -		\$ 704,080
26	STA - SGR (State of Good Repair)	\$ 752,058	\$ -		\$ 752,058
	TIRCP - Windsor to Healdsburg Project Development	\$ -	\$ -	\$ 836,314	\$ 836,314
27	TIRCP - Windsor to Healdsburg Phase I	\$ 10,100,000	\$ 2,028,000		\$ 12,128,000
28	Subtotal	\$ 23,027,021	\$ 2,328,000	\$ 836,314	\$ 26,191,335
29	Regional Funds				
30	Regional Measure 3 (RM3)	\$ 50,000	\$ -	\$ 18,159	\$ 68,159
31	Subtotal	\$ 50,000	\$ -	\$ 18,159	\$ 68,159
32	Other Sources				
33	Advertising	\$ 140,595	\$ -	\$ -	\$ 140,595
34	Charges for Services	\$ 124,002	\$ -	\$ -	\$ 124,002
35	Fare Revenues - Passenger Rail	\$ 3,333,189	\$ -	\$ -	\$ 3,333,189
36	Fare Revenues - Shuttle	\$ 12,941	\$ -	\$ -	\$ 12,941
37	Interest Earning	\$ 1,500,000	\$ -	\$ -	\$ 1,500,000
38	Misc.	\$ 60,000	\$ -	\$ -	\$ 60,000
39	Parking	\$ 55,727	\$ -	\$ -	\$ 55,727
40	Rent - Real Estate	\$ 508,846	\$ -	\$ -	\$ 508,846
41	Other Governments/Private Sector	\$ 1,375,000	\$ -	\$ -	\$ 1,375,000
42	Subtotal	\$ 7,110,300	\$ -	\$ -	\$ 7,110,300
43	Total Revenues	\$ 92,561,143	\$ 2,531,241	\$ 935,828	\$ 96,028,211
44	Total Revenues + Fund Balance	\$ 149,899,986	\$ 2,531,241	\$ 935,828	\$ 153,367,054

FISCAL YEAR 2026-2027 BUDGET - USES

		FY27 Requested Budget	Amendment #1	Amendment #2	Total
45					
46	Debt Service	\$ 16,998,869	\$ -		\$ 16,998,869
47	Salaries & Benefits	\$ 33,997,748	\$ -	\$ -	\$ 33,997,748
48	Reduction for Salaries Charged to Projects	\$ (1,731,972)	\$ -	\$ -	\$ (1,731,972)
49	Reduction for Allocation of Salaries/ Services/ Supplies to Freight	\$ (18,782)	\$ -	\$ -	\$ (18,782)
50	Service & Supplies	\$ 20,175,589	\$ -	\$ -	\$ 20,175,589
51	Total Salaries, Benefits, Service, & Supplies	\$ 52,422,583	\$ -	\$ -	\$ 52,422,583
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	\$ 170,299	\$ -	\$ -	\$ 170,299
55	Total Reserve Contributions	\$ 1,670,299	\$ -	\$ -	\$ 1,670,299
56	Total Debt Service, Operating, Reserves	\$ 71,091,751	\$ -	\$ -	\$ 71,091,751
57	Balance	\$ 78,808,234	\$ 2,531,241	\$ 935,828	\$ 82,275,303
58					
59					
60	Non-Capital Projects	\$ 4,023,434	\$ -	\$ -	\$ 4,023,434
61	Total Non-Capital Projects	\$ 4,023,434	\$ -	\$ -	\$ 4,023,434
62	State of Good Repair and Projects	\$ 10,079,775	\$ 203,241	\$ 96,385	\$ 10,379,401
63	Total State of Good Repair	\$ 10,079,775	\$ 203,241	\$ 96,385	\$ 10,379,401
64	Capital Projects				
65	Equipment	\$ 2,502,726	\$ -	\$ -	\$ 2,502,726
66	Facilities	\$ 11,619,000	\$ 2,028,000	\$ 959,473	\$ 14,606,473
67	Infrastructure	\$ 1,056,497	\$ -	\$ -	\$ 1,056,497
68	Non-Revenue Vehicles	\$ 1,169,000	\$ -	\$ -	\$ 1,169,000
69	Total Capital Expenditures	\$ 16,347,223	\$ 2,028,000	\$ 959,473	\$ 19,334,696
70	Ending Fund Balance	\$ 48,357,802	\$ 300,000	\$ (120,030)	\$ 48,537,772

Appendix B - Freight Sources and Uses					
FISCAL YEAR 2026-2027 BUDGET - SOURCES					
		FY27 Requested Budget	Amendment #1	Amendment #2	Total
1	Beginning Fund Balance	\$ -			
2	Revenues				
3	CA Priority Legislative Budget Projects 2024	\$ 1,540,254	\$ (269,416)	\$ 59,577	\$ 1,330,415
4	Caltrans SR 37 Construction Support	\$ 6,000	\$ -	\$ -	\$ 6,000
5	Caltrans Novato Creek Bridge Construction Support	\$ -	\$ -	\$ -	\$ -
6	State Shortline Grant	\$ -	\$ 308,190	\$ -	\$ 308,190
7	Freight Movement Fees	\$ 800,000	\$ -	\$ -	\$ 800,000
8	Leases	\$ 278,100	\$ -	\$ -	\$ 278,100
9	Storage	\$ -	\$ -	\$ -	\$ -
10	45(g) Tax Credit	\$ 261,970	\$ -	\$ -	\$ 261,970
11	Total Revenues	\$ 2,886,324	\$ 38,774	\$ 59,577	\$ 2,984,675
12	Total Revenues + Fund Balance	\$ 2,886,324	\$ 38,774	\$ 59,577	\$ 2,984,675
FISCAL YEAR 2026-2027 BUDGET - USES					
		FY27 Requested Budget	Amendment #1	Amendment #2	Total
13	Expenditures				
14	Salaries & Benefits	\$ 1,217,673	\$ -		\$ 1,217,673
15	Services & Supplies	\$ 1,056,271	\$ -		\$ 1,056,271
16	Brazos Branch Bridge Repairs Phase III	\$ 360,000	\$ -		\$ 360,000
17	8th Street Cantilever Replacement	\$ 121,380	\$ 38,774		\$ 160,154
18	SR 37 Grade Crossing PE Review	\$ 6,000	\$ -		\$ 6,000
19	Tie Replacement	\$ 125,000	\$ -		\$ 125,000
20	Black Point Bridge Emergency Repairs	\$ -	\$ -	\$ 59,577	\$ 59,577
21	Total	\$ 2,886,324	\$ 38,774	\$ 59,577	\$ 2,984,675
22	Ending Fund Balance	\$ -	\$ -	\$ -	\$ -



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

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Sonoma County Board of Supervisors

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 2026-26 adopting the Geyserville Station Project into SMART's Program

Dear Board Members:

RECOMMENDATIONS:

1. Receive an update on the outreach efforts and receive the California Environmental Quality Act (CEQA) exemption determination for the proposed Geyserville Station;
2. Adopt Resolution 2026-26 adopting the Geyserville Station Project into SMART's program and approving the Project;
3. Direct staff to file the CEQA notice of exemption; and
4. Direct staff to request the Geyserville Station be amended into relevant local, regional, state, and federal plans.

SUMMARY:

In June 2026, staff presented to the Board a path for the inclusion of a Geyserville Station into SMART's program, consistent with SMART's Five-Year Strategic Plan. As the first step, staff outlined a public engagement process to gather feedback from the community and stakeholders on a potential Geyserville Station. Upon direction of the SMART Board of Directors, staff conducted various outreach activities to hear from a wide range of community members and stakeholders. Based on strong public and community support as well as the business case and equity considerations staff recommends the Board adopt a Geyserville Station into SMART's program and direct staff to take the necessary actions to incorporate the proposed station into local and regional plans.

Staff has determined the Geyserville Station project is statutorily exempt under the California Environmental Quality Act (CEQA). As such, staff is recommending the Board approve the project and certify that the project will be completed by a skilled and trained workforce to meet the conditions of the statutory exemption, and to authorize staff to file the notice of exemption.

BACKGROUND:

In 2024, SMART conducted robust public outreach to guide the update to the agency's Five-Year Strategic Plan, and in that process the public expressed strong support for the addition of a Geyserville station (<https://sonomamarintrain.org/Strategic-Plan>). As a Geyserville station would support SMART's goal to complete the system to Cloverdale by segmenting the delivery of the northern extension while also maximizing the utility of the system, the adopted Strategic Plan called for SMART to "Pursue [the] addition of a Geyserville station halfway between Cloverdale and Healdsburg to enhance value of the investment in the railroad through northern Sonoma County." In June 2026, staff presented to the Board a proposed engagement process to conduct public outreach and gather input from Geyserville residents, employees, and stakeholders regarding the possible inclusion of a Geyserville station into the SMART system (Attachment 2). Upon the Board's direction to proceed, staff initiated the public engagement process to gauge community support for adding a station, gather feedback, and get input on the proposed station location. The engagement approach included a combination of in-person and online outreach including public meetings, a dedicated webpage, and online survey. SMART gave presentations and engaged in dialogue with the community at numerous public meetings, including the:

- June 17, 2026 SMART Board Meeting
- June 23, 2026 Geyserville Planning Committee Meeting,
- June 24, 2026 Geyserville Alexander Valley Municipal Advisory Council Meeting,
- July 15, 2026 SMART Board Meeting (Attachment 3), and
- August 10, 2026 SMART's Geyserville Community Meeting.

SMART created a dedicated webpage (<https://www.sonomamarintrain.org/geyserville>) with background information, the proposed station location map, and responses to frequently asked questions. The purpose of the webpage is to educate the public on what is being proposed and inform them of ways to participate in outreach opportunities and provide feedback.

Additionally, SMART launched a survey to gather public input and feedback to hear from residents, employees, visitors and stakeholders about their support for a Geyserville station, and to learn about the travel needs for people interested in the station. The survey was launched online in English and Spanish on July 1, 2026, and was open through August 16, 2026. The survey was promoted through SMART's newsletter and social media, as well as through partner organizations and news media. As of August 13, 2026, there were 796 survey responses, 787 in English and 9 in Spanish. Final survey results will not be available until after the survey closes on August 16, 2026 and will be included in the staff presentation

Feedback to-date

Feedback has been largely supportive of the station and the proposed location. Prior to the 2026 public engagement efforts, Geyserville community members had asked SMART about a potential Geyserville Station in October 2023. At that time, legislation precluded the possibility of a station, stating that "north of Healdsburg, the district shall locate commuter stations only within incorporated areas." Since then, SB 904 (Dodd) has removed that clause, enabling SMART to consider the community's desire for a station.

Following the legislative amendment, SMART received additional public comment through the development of the Strategic Plan that urged SMART to consider locating a station in Geyserville.

In the most recent round of public engagement, staff heard overwhelming support for the proposed station and the recommended location at each of the public meetings and through the survey. On the question of adding a SMART station in Geyserville, 90% of survey respondents supported the inclusion of the station as of August 13. Final survey results will not be available until after the survey closes on August 16, 2026 and will be included in the staff presentation

CEQA Environmental Determination

In March 2026, Staff apprised the Board of changes to CEQA law resulting from the enactment of Senate Bill 71 and SMART's process for determining whether projects are eligible for statutory exemption (Attachment 4). Staff have conducted the analysis and determined that a Geyserville Station is statutorily exempt under CEQA, per Public Resources Code Section 21080.25. The CEQA determination and SB71 Eligibility Checklist are included in Attachment 5 and the supplemental information detailed in SB71 is included as an attachment and detailed below, including a business case and racial equity analysis. Should the Board approve the project, staff will file the Notice of Exemption in accordance with Public Resources Code Section 21080.25 (h).

Business Case Findings

Including a Geyserville Station into the SMART network would fulfill many of SMART's strategic objectives including supporting the extension of the system to the north, maximizing the utility of the system, and effectively connecting communities along the corridor to offer a transit alternative to Highway 101. The travel market between Geyserville and other current and planned future stations on the corridor are already established. A station in Geyserville would allow SMART to better serve travel demand and needs of existing and planned station areas including Santa Rosa, Healdsburg and Cloverdale. Much of the travel between Geyserville and other communities is occurring within the Alexander Valley (Cloverdale to Healdsburg) and between Geyserville and Santa Rosa according to Sonoma County's most recent Travel Behavior Study. The benefits, relative to the costs, include economic impact; improved access to education, healthcare, housing and opportunities; reduced vehicle miles traveled; improved travel safety; and carbon dioxide (CO²) reduction.

The economic benefits of the project would result from creating greater access to the businesses in Geyserville that would help grow their customer base and provide transit connections for the existing and potential pool of workers. There are 1,067 jobs within the Geyserville Census-Designated Place (CDP) boundary, according to 2023 Longitudinal Employer-Household Dynamics (LEHD) jobs data. Around 1,030 of those jobs are held by people outside of the CDP, 40% of which live in communities connected through SMART's corridor including Santa Rosa (15%), Cloverdale (9%) Healdsburg (8%) and the Town of Windsor (8%).

Given the established travel market between Geyserville and other station areas, a Geyserville station would be able to attract trips occurring today by car onto rail and thereby reducing vehicle miles travelled and the CO² generated by those trips. Specifically, SMART's average passenger miles traveled per trip is around 21 miles, and when drivers switch their trips from their vehicle onto SMART, they reduce their travel related CO² emissions by 36%. A station would also increase access to healthcare services,

educational resources, housing and other opportunities for residents in North County, and particularly benefit community members that experience barriers to travel including people with no or limited vehicle access including people with disabilities that affect their ability to travel, youth and elderly.

Equity Findings

According to the 2020 Census, Geyserville's population is 861. The 2024 American Communities Survey (ACS) found that approximately 34% of the population are Hispanic or Latino, 63% of the population is white-alone and 36% is non-white or more than one race. Specifically, around 18% identify as some other race and another 18% identify as two or more races. This is fairly consistent with the two-county population across SMART's district where 63% of the population is white, and 36% non-white. SMART's ridership survey from 2024 found approximately 1/3 of passengers do not have access to a car and the Geyserville Station would allow car-free residents along the SMART rail system access to jobs and other opportunities in Geyserville. Regarding income, there are a higher proportion of households in Geyserville (26.5%) with a household income of \$50,000 or less compared to the proportion for the population across SMART's two county district (20.5%) according to the 2024 ACS. As such, a Geyserville station could provide an affordable transportation alternative to the community of Geyserville and could especially benefit Geyserville's lower income residents.

FISCAL IMPACT:

There is no immediate fiscal impact associated with this action. The agency would assume the responsibility of securing funding for the capital costs associated with the station construction. The cost for these items will depend on the year of construction and would be included within SMART's annual budget, similar to other stations within the system. Once constructed, SMART would assume the regular operating and maintenance costs related to serving the Geyserville Station.

NEXT STEPS:

Should the Board approve the resolution to adopt a Geyserville Station, staff will file the Notice of Exemption. Staff will work with local and regional partners to incorporate the Geyserville Station into the relevant local, regional, state and federal plans, including Plan Bay Area. Staff will continue to pursue grant funding opportunities to complete the system to Cloverdale, inclusive of a Geyserville Station. Staff will continue to develop working outreach and communication networks for diverse populations across the Alexander Valley and the Geyserville community.

Sincerely,

/s/

Zoe Unruh
Planning Manager

Attachments:

1. Resolution 2026-26
2. June 17, 2026 SMART Board Agenda Item 8, Agenda Item 8 - Geyserville Station and Request for Public Comment

3. July 15, 2026, SMART Board Agenda Item 10 - Geyserville Station Update on Ongoing request for Public Comment
4. March 18, 2026, SMART Board Agenda Item 9 - Information on updated changes to CEQA law and exemption determination process
5. CEQA Exemption Determination for the Geyserville Station

Resolution No. 2026-26
Sonoma-Marin Area Rail Transit District
August 19, 2026

RESOLUTION OF THE BOARD OF DIRECTORS OF THE SONOMA-MARIN AREA RAIL TRANSIT DISTRICT ADOPTING A GEYSERVILLE STATION INTO SMART’S PROGRAM AND APPROVING THE PROJECT

WHEREAS, Senate Bill 904 (2023-2024) authored by Senator Dodd amended California Public Utilities Code § 105096(c), removed the clause in statute that stated that “in Sonoma County, north of Healdsburg, the district shall locate commuter stations only within incorporated areas” that precludes the District from locating a station in the community of Geyserville in unincorporated Sonoma County;

WHEREAS, Senate Bill 904 (2023-2024) was approved by the Governor of California on September 28, 2024, and enacted in 2025, enabling the District to consider adding a Geyserville Station;

WHEREAS, in December 2024, the SMART Board of Directors adopted SMART’s Five-Year Strategic Plan that includes a goal to “complete system extensions to Cloverdale” and direction to “pursue addition of a Geyserville station halfway between Cloverdale and Healdsburg to enhance value of the investment in the railroad through northern Sonoma County”;

WHEREAS, in June 2026, the SMART Board of Directors directed staff to initiate the public engagement process on the inclusion of proposed Geyserville Station into the SMART program;

WHEREAS, Staff conducted various public engagement efforts to solicit input on a proposed Geyserville Station between June 2026 and August 2026;

WHEREAS, a Geyserville Station Project meets the California Environmental Quality Act Statutory Exemption under California Public Resources Code § 21080.25(b)(6);

WHEREAS, pursuant to California Public Resources Code § 21080.25(f), the Board must certify that the project will be completed by a skilled and trained workforce; and

WHEREAS, California Public Utilities Code § 105032(b) grants the SMART Board of Directors with the authority to determine the rail transit and freight facilities to be constructed by the District.

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

ATTACHMENT 1

1. The foregoing Recitals are true and correct and are incorporated herein and form a part of this Resolution.
2. The Board adopts the Geyserville Station into the SMART program and approves the Geyserville Station Project.
3. In accordance with California Public Resources Code § 21080.25(f), the Board hereby certifies the Project will be completed by a skilled and trained workforce.
4. The Board authorizes the General Manager, or a designee, to:
 - a. File the Notice of Exemption pursuant to California Public Resources Code § 21080.25(h)
 - b. Request inclusion of the Project in relevant local, regional, state, and federal plans; and
 - c. Advance a Geyserville Station Project as part of SMART's northern extension to Cloverdale.

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:

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

ATTEST:

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



ATTACHMENT #2

AGENDA ITEM 08

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

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Victoria Fleming
Sonoma County Mayors' and
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Patty Garbarino
Golden Gate Bridge,
Highway/Transportation District

Ariel Kelley
Sonoma County Mayors' and
Councilmembers Association

Eric Lucan
Marin County Board of Supervisors

Kevin Jacobs
Transportation Authority of Marin

Barbara Pahre
Golden Gate Bridge,
Highway/Transportation District

Gabe Paulson
Marin County Council of Mayors and
Councilmembers

David Rabbitt
Sonoma County Board of Supervisors

GENERAL MANAGER

Eddy Cumins

June 17, 2026

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

SUBJECT: Consideration of Addition of Geyserville Station and Request for Public Comment

Dear Board Members:

RECOMMENDATIONS:

Direct staff to initiate public engagement process on inclusion of proposed Geyserville Station into the SMART system.

SUMMARY:

Senate Bill 904 (SB904), authored by Senator Dodd and signed by Governor Newsom on September 28, 2024, removed a prohibition from the SMART enabling legislation from construction of a SMART station between Healdsburg and Cloverdale. This change was supported by the Geyserville Alexander Valley Municipal Advisory Council (GAV-MAC), the Geyserville Chamber of Commerce, the Geyserville Planning Committee and Sonoma County District 4 Supervisor James Gore. In December 2024, the SMART Board adopted the 2025-2030 SMART Strategic Plan after extensive public input, including many comments in support of addition of a Geyserville Station. The SMART Strategic Plan includes a goal to "complete system extensions to Cloverdale" which includes direction to "pursue addition of a Geyserville station halfway between Cloverdale and Healdsburg to enhance value of the investment in the railroad through northern Sonoma County". The distance between Cloverdale and Healdsburg is approximately 18 miles and the inclusion of a station in the urban service area of Geyserville at the mid-point between the two would make it possible to segment the delivery of the 18-mile extension into two discrete usable segments and would improve the utility of the system without harming railroad operations. This strategic segmentation of the system would increase the opportunities for SMART to secure fully funded usable segments in a way that facilitates achieving SMART's Strategic Plan goal of completing the system extension to Cloverdale.

Staff is seeking Board direction to initiate the public engagement process to enable the inclusion of a Geyserville Station into SMART's program.

DISCUSSION:

With the passage of SB904, SMART is able to explore a possible Geyserville Station, consistent with strategic direction outlined in SMART's 2025-2030 Strategic Plan. Should the Board direct staff to proceed with public engagement for the consideration of including a Geyserville Station into the SMART system,

staff recommends seeking public input on potential station locations that meet criteria that are the most beneficial from a regional rail perspective.

As SMART extends north, the opportunity exists to consider station locations in the context of how the community functions today versus when the railroad was built in the late 1800s. Additional consideration for station siting should be given to the future success of the entire SMART rail network and public and private first- and last-mile bus connectivity to the SMART regional rail system. In the case of Geyserville, criteria for a successful regional rail station location include the following:

- Within walking distance of Downtown Geyserville,
- Within the Geyserville urban service district boundaries,
- Within closest proximity to the highest job density in the Alexander Valley/Geyserville area,
- Where sufficient SMART owned right of way exists for current and future rail fleet platform needs,
- Directly connecting to regional road networks that can accommodate regional bus services including Sonoma County Transit, future Intercity Bus services from North Coast, private shuttle or school buses and any future micro-transit services easy access for rail connecting services, and
- Midpoint between Healdsburg and Cloverdale to allow for segmentation of funding completion of the rail and path system to Cloverdale without harming railroad operations.

Utilizing the criteria stated above, staff is recommending engaging the community by requesting inclusion on agendas at the next Geyserville GAV-MAC and Planning Committee meetings in June 2026 and holding a separate SMART-hosted community workshop in the Geyserville/Alexander Valley community in August 2026. Staff will also gather public comment through a survey during Summer 2026.

With the passage of SB71 (Weiner), effective January 2026 there are new exemptions under the California Environmental Quality Act (CEQA) to specific transportation projects, as covered at the March 2026 SMART Board meeting (Attachment 2). A proposed Geyserville Station would likely be statutorily exempt under CEQA, as it is a project that improves, institutes, or increases of passenger rail service including construction of stations for projects using zero-emission trains or certified Tier 4 or cleaner rolling stock or locomotives, and would be built within publicly owned right-of-way.

Following the three public engagement opportunities in the community project area and the solicitation of public comment via the online survey, staff will return to the SMART Board, with the results of the engagement and other necessary information for consideration of approval of the project and determination under SB71.

Staff has been continuously seeking funding to complete SMART to Cloverdale, and the project has recently been included into the Metropolitan Transportation Commission's Plan Bay Area 2050+ (March 2026), the long-range regional transportation plan. For SMART to pursue completing the extension of the system with a Geyserville Station, the Geyserville extension would need to be amended into the regional transportation plan to be allowed to compete for some grant fund sources. Should the Board approve the project and adopt it into the SMART program, staff will be able to make any amendment requests necessary for inclusion in any required county, regional, corridor or state plans that will enable implementing this strategy for completing the system to the north.

FISCAL IMPACT:

Costs for the public meeting and survey are estimated at \$1,500. These funds are available in the Fiscal Year 2027 draft budget.

Respectfully,

/s/

Zoe Unruh

Planning Manager

Attachment(s): Att. 1 SMART System Map – Geyserville Location
Att. 2 March 2026 SB71 SMART Board item





AGENDA ITEM 09

Sonoma-Marin Area Rail Transit
5401 Old Redwood Hwy, Suite 200
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BOARD OF DIRECTORS

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Highway/Transportation District

Gabe Paulson
Marin County Council of Mayors and
Councilmembers

David Rabbitt
Sonoma County Board of Supervisors

GENERAL MANAGER
Eddy Cumins

March 18, 2026

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

SUBJECT: Information on updated changes to CEQA law and exemption determination process

Dear Board Members:

RECOMMENDATIONS:

Receive the staff's update on the changes to CEQA under SB 71 and consider the proposed process for determining project exemptions for future CEQA actions in accordance with the law.

SUMMARY:

Senate Bill (SB) 71, authored by Senator Wiener and signed by Governor Newsom on October 13, 2025, extends exemptions under the California Environmental Quality Act (CEQA) to specific transportation projects and establishes criteria for the project review and approval processes for lead agencies implementing projects that fall under the expanded statutory exemptions. While SMART's rail and pathway project were previously environmentally cleared under CEQA, future CEQA efforts would be subject to the provisions under the new law, which took effect in January 2026. This memo outlines the conditions under the new law as they relate to SMART's program of projects.

Statutory Exemptions

The new law extends the existing CEQA exemptions for those projects currently exempt through SB922 (Weiner, 2022) including the exemption for pedestrian and bicycle facilities like the SMART Pathway through January 2040. The law expands the exemptions to additional transportation projects that would not increase single-occupancy vehicles including projects that improve, institute or increase passenger rail service; and projects related to the maintenance, construction, or rehabilitation of stations, terminals, or existing operations facilities for passenger rail, which will be exclusively used by zero-emission trains or certified Tier 4 or cleaner rolling stock or locomotives.

Project Conditions, Study and Engagement Requirements

The law establishes project cost thresholds as a basis determining the required project study and public engagement. For a project with an engineer's cost estimate above \$50,000,000 the following are required:

- Prior to making an exemption determination, the lead agency must hold three noticed public meetings on the project in the form of focused community planning meetings in the project area or regularly scheduled meetings of the lead agency's governing body.

- The lead agency must conduct two meetings annually during construction. For a project with an engineer's cost estimate above \$100,000,000, the following

are required:

- The project shall be included in a plan that has undergone a programmatic-level environmental review such as a regional transportation plan or a general plan.
- The preparation and consideration of a business case and racial equity analysis for the project.
- If the racial equity analysis determines that disproportionate impacts exist, the lead agency must suggest strategies, designs, or actions to mitigate those impacts.
- Prior to making an exemption determination, the lead agency must hold three noticed public meetings on the project in the form of focused community planning meetings in the project area or regularly scheduled meetings of the lead agency's governing body.
- Of the three required public meetings, one meeting must be focused on the project business case and racial equity analysis.
- The lead agency must conduct two meetings annually during construction.
- Project construction impacts are mitigated fully, consistent with applicable law.

Under the new law, the project engineer's cost estimate thresholds shall be adjusted biennially to reflect changes in the Consumer Price Index.

Project Approvals and Certification of the Use of a Skilled and Trained Workforce

A project exempt under this law requires that a lead agency approve the project either through an action taken by a meeting of the lead agency's governing board, or through an alternative project approval process.

The lead agency must certify and demonstrate that the project will be completed by a skilled and trained workforce.

DISCUSSION:

Prior to SB 71, similar bills were enacted that exempt sustainable transportation projects including transit priority, bicycle and pedestrian, and bus rapid transit projects. In accordance with the project approval and exemption determination requirements under the law, peer agencies have utilized a checklist to evaluate and verify the project's exemption determination and satisfy the requirements under the law. Attachment 2 provides a sample of a checklist that is intended to evaluate and demonstrate adherence with the project requirements under the law and establish the basis for an exemption determination prior to filing a Notice of Exemption.

FISCAL IMPACT:

None.

Respectfully,

/s/

Zoe Unruh

Planning Manager

Attachment(s): 1.) SB71 (Chaptered)
2.) Attachment 2 checklist example

Bill Title: California Environmental Quality Act: exemptions: transit projects.

Spectrum: Moderate Partisan Bill (Democrat 4-1)

Status: (Passed) 2025-10-13 - Chaptered by Secretary of State. Chapter 742, Statutes of 2025. [\[SB71 Detail\]](#)

Download: [California-2025-SB71-Chaptered.html](#)

Senate Bill No. 71

CHAPTER 742

An act to amend Sections 21080.20 and 21080.25 of the Public Resources Code, relating to environmental quality.

[Approved by Governor October 13, 2025. Filed with Secretary of State October 13, 2025.]

LEGISLATIVE COUNSEL'S DIGEST

SB 71, Wiener. California Environmental Quality Act: exemptions: transit projects.

The California Environmental Quality Act (CEQA) requires a lead agency, as defined, to prepare, or cause to be prepared, and certify the completion of an environmental impact report on a project that it proposes to carry out or approve that may have a significant effect on the environment or to adopt a negative declaration if it finds that the project will not have that effect. CEQA also requires a lead agency to prepare a mitigated negative declaration for a project that may have a significant effect on the environment if revisions in

the project would avoid or mitigate that effect and there is no substantial evidence that the project, as revised, would have a significant effect on the environment.

CEQA, until January 1, 2030, exempts from its requirements active transportation plans, pedestrian plans, or bicycle transportation plans for the restriping of streets and highways, bicycle parking and storage, signal timing to improve street and highway intersection operations, and the related signage for bicycles, pedestrians, and vehicles.

This bill would extend the operation of the above-mentioned exemption indefinitely. The bill would also exempt a transit comprehensive operational analysis, as defined, a transit route readjustment, or other transit agency route addition, elimination, or modification, from the requirements of CEQA. Because a lead agency would be required to determine whether a plan qualifies for this exemption, the bill would impose a state-mandated local program.

CEQA, until January 1, 2030, exempts from its requirements certain transportation-related projects, such as pedestrian and bicycle facilities, transit prioritization projects, public projects located on a site that is wholly within the boundaries of an urbanized area or urban cluster, as provided, for the institution or increase of bus rapid transit, bus, or light rail service, including the construction or rehabilitation of stations, terminals, or existing operations facilities, and public projects for the construction or maintenance of infrastructure of facilities to charge, refuel, or maintain zero-emission public transit buses, trains, or ferries, as provided. CEQA requires, except as provided, those exempted projects to be carried out by a local agency and meet certain requirements, including certain labor requirements.

This bill would extend the operation of the above-mentioned exemption until January 1, 2040. The bill would exempt from the requirements of CEQA a public project for the protection and improvement of bus rapid transit, bus, or light rail service, including the protection, operation, and maintenance, public projects for the protection, improvement, institution, or increase of microtransit, paratransit, shuttle, and ferry, and for the protection, maintenance, construction, operation, or rehabilitation of stops that will be exclusively used by zero-emission, near-zero-emission, low oxide of nitrogen engine, compressed natural gas fuel, fuel cell, or hybrid powertrain vehicles, rail or cable cars, rolling stock, or vessels. The bill would, until January 1, 2032, exempt from the requirements of CEQA a public project for the protection, improvement, institution, or increase of microtransit, paratransit, shuttle, bus, ferry, bus rapid transit, or light rail service, including the protection, maintenance, construction, operation, or rehabilitation of stops, stations, terminals, or existing operations facilities, if used primarily by near-zero-emission, low oxide of nitrogen engine, compressed natural gas fuel, or hybrid powertrain vehicles, except as provided. The bill would exclude from this exemption certain public

projects for the construction or rehabilitation of a ferry terminal, as provided, and, except as provided, public projects for transit services operated by a transportation network company, as defined. Because a lead agency would be required to determine whether a project qualifies for this exemption, the bill would impose a state-mandated local program.

CEQA exempts from its requirements a project that consists exclusively of a combination of any of the components of specified transportation-related projects.

This bill would extend the operation of the above-mentioned exemption until January 1, 2040. The bill would, until January 1, 2040, exempt from the requirements of CEQA a project that combines any of those specified transportation-related projects and a housing development project that is either subject to a nondiscretionary approval or is exempt from CEQA, as provided. Because a lead agency would be required to determine whether a project qualifies for this exemption, the bill would impose a state-mandated local program.

Existing law exempts from the requirements of CEQA public projects for the institution or increase of passenger rail service, other than light rail service that is eligible for a specified exemption, including the construction or rehabilitation of stations, terminals, or existing operations facilities, which will be exclusively used by zero-emission trains.

This bill would extend the operation of the above-mentioned exemption until January 1, 2040. The bill would exempt from the requirements of CEQA public projects for the improvement of passenger rail service, other than light rail service eligible for a specified exemption, including the maintenance of stations, terminals, or existing operations facilities, which will be exclusively used by zero-emission trains, public projects for the maintenance, construction, or rehabilitation of stations, terminals, or existing operations facilities which will be exclusively used by zero-emission certified Tier 4 or cleaner rolling stock or locomotives, as provided. The bill would exclude from this exemption public projects located in certain air basins for the maintenance, construction, or rehabilitation of stations, terminals, or existing operations facilities that will be used by certified Tier 4 or cleaner rolling stock or locomotives that are not zero-emission rolling stock or locomotives. Because a lead agency would be required to determine whether a project qualifies for this exemption, the bill would impose a state-mandated local program.

Existing law requires certain CEQA-exempt projects exceeding specified dollar amounts to meet certain criteria, as provided.

This bill would instead require certain CEQA-exempt projects that are, based on the project engineer's cost estimate, anticipated to exceed a specified dollar amount, to meet certain criteria, as provided. The bill would require the Office of Land Use and Climate Innovation, beginning January 1, 2026, and every two years thereafter, to adjust these amounts to

reflect changes in the Consumer Price Index, as provided, and publish the updated amounts on its internet website. The bill would authorize the Office of Land Use and Climate Innovation to implement, interpret, or make specific that provision without taking any regulatory action.

This bill would declare that its provisions are severable.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that no reimbursement is required by this act for a specified reason.

Digest Key

Vote: MAJORITY Appropriation: NO Fiscal Committee: YES Local Program: YES

Bill Text

The people of the State of California do enact as follows:

SECTION 1.

Section 21080.20 of the Public Resources Code is amended to read:

21080.20.

(a) (1) (A) This division does not apply to an active transportation plan, a pedestrian plan, or a bicycle transportation plan for the restriping of streets and highways, bicycle parking and storage, signal timing to improve street and highway intersection operations, and the related signage for bicycles, pedestrians, and vehicles.

(B) This division does not apply to a transit comprehensive operational analysis, transit route readjustment, or other transit agency route addition, elimination, or modification.

(2) An active transportation plan or pedestrian plan is encouraged to include the consideration of environmental factors, but that consideration does not inhibit or preclude the application of this section.

(3) An individual project that is a part of an active transportation plan, pedestrian plan, or transit comprehensive operational analysis remains subject to this division unless another exemption applies to that project.

(b) Before determining that a project described in subdivision (a) is exempt pursuant to this section, the lead agency shall hold noticed public hearings in areas affected by the project to hear and respond to public comments. Publication of the notice shall be no fewer times than required by Section 6061 of the Government Code by the public agency in a newspaper of general circulation in the area affected by the proposed project. If more than one area will be affected, the notice shall be published in the newspaper of largest circulation from among the newspapers of general circulation in those areas.

(c) If a local agency determines that a project is not subject to this division pursuant to this section and it determines to approve or carry out that project, the notice shall be filed with the Office of Land Use and Climate Innovation and the county clerk in the county in which the project is located in the manner specified in subdivisions (b) and (c) of Section 21152.

(d) For purposes of this section, the following definitions apply:

(1) “Active transportation plan” means a plan developed by a local jurisdiction that promotes and encourages people to choose walking, bicycling, or rolling through the creation of safe, comfortable, connected, and accessible walking, bicycling, or rolling networks, and encourages alternatives to single-occupancy vehicle trips.

(2) “Pedestrian plan” means a plan developed by a local jurisdiction that establishes a comprehensive, coordinated approach to improving pedestrian infrastructure and safety.

(3) “Transit comprehensive operational analysis” means a plan that redesigns or modifies a transit operator’s or local agency’s public transit service network, including the routing of fixed route and microtransit services.

SEC. 2.

Section 21080.25 of the Public Resources Code is amended to read:

21080.25.

(a) For purposes of this section, the following definitions apply:

(1) “Affordable housing” means any of the following:

(A) Housing that is subject to a recorded covenant, ordinance, or law that restricts rents or sales prices to levels affordable, as defined in Section 50052.5 or 50053 of the Health and Safety Code, to persons and families of moderate, lower, or very low income, as defined in Section 50079.5, 50093, or 50105 of the Health and Safety Code, respectively.

(B) Housing that is subject to any form of rent or price control through a public entity’s valid exercise of its police power.

(C) Housing that had been occupied by tenants within five years from the date of approval of the development agreement by a primary tenant who was low income and did not leave voluntarily.

(2) “Bicycle facilities” includes, but is not limited to, bicycle parking, bicycle sharing facilities, and bikeways as defined in Section 890.4 of the Streets and Highways Code.

(3) “High-occupancy vehicle” means a vehicle with three or more occupants.

(4) “Highway” means a way or place of whatever nature, publicly maintained and open to the use of the public for purposes of vehicular travel. “Highway” includes a street.

(5) “Local agency” means a public transit operator, city, county, city and county, special district, joint powers authority, local or regional transportation agency, or congestion management agency.

(6) “Part-time transit lanes” means designated highway shoulders that support the operation of transit vehicles during specified times and are not open to nonpublic transit vehicles at any time.

(7) “Project labor agreement” has the same meaning as defined in paragraph (1) of subdivision (b) of Section 2500 of the Public Contract Code.

(8) “Public transit operator” has the same meaning as “operator” in Section 99210 of the Public Utilities Code, or means a public entity that provides contracted paratransit services.

(9) “Skilled and trained workforce” has the same meaning as provided in Chapter 2.9 (commencing with Section 2600) of Part 1 of Division 2 of the Public Contract Code.

(10) “Transit lanes” means street design elements that delineate space within the roadbed as exclusive to transit use, either full or part time.

(11) “Transit prioritization projects” means any of the following transit project types on highways or in the public right-of-way:

(A) Signal and sign changes, such as signal coordination, signal timing modifications, signal modifications, or the installation of traffic signs or new signals.

(B) The installation of wayside technology and onboard technology.

(C) The installation of ramp meters.

(D) The conversion to dedicated transit lanes, including transit queue jump or bypass lanes, shared turning lanes and turn restrictions, the narrowing of lanes to allow for

dedicated transit lanes or transit reliability improvements, or the widening of existing transit travel lanes by removing or restricting street parking.

(E) Transit stop access and safety improvements, including, but not limited to, the installation of bus shelters, lighting, transit bulbs, and the installation of transit boarding landings and islands.

(12) “Transportation demand management program” means a specific program of strategies, incentives, and tools to be implemented, including, with specified annual status reporting obligations, to reduce vehicle trips by providing opportunities for the public to choose sustainable travel options, such as transit, bicycle riding, or walking. A specific program of strategies, incentives, and tools includes, but is not limited to, any of the following:

(A) Provision of onsite electric vehicle charging stations in excess of applicable requirements.

(B) Provision of dedicated parking for car share or zero-emission vehicles, or both types of vehicles, in excess of applicable requirements.

(C) Provision of bicycle parking in excess of applicable requirements.

(b) This division does not apply to any of the following projects:

(1) Pedestrian and bicycle facilities that improve safety, access, or mobility, including new facilities, within the public right-of-way.

(2) Projects that improve customer information and wayfinding for transit riders, bicyclists, or pedestrians within the public right-of-way.

(3) Transit prioritization projects.

(4) A project for the designation and conversion of general purpose lanes to high-occupancy vehicle lanes or bus-only lanes, or highway shoulders to part-time transit lanes, for use either during peak congestion hours or all day on highways with existing public transit service or where a public transit agency will be implementing public transit service as identified in a short-range transit plan.

(5) (A) A public project for the protection, improvement, institution, or increase of microtransit, paratransit, shuttle, bus, ferry, bus rapid transit, or light rail service, including the protection, maintenance, construction, operation, or rehabilitation of stops, stations, terminals, or existing operations facilities, which will be exclusively used by zero-emission, near-zero-emission, low oxide of nitrogen engine, compressed natural gas fuel, fuel cell, or hybrid powertrain vehicles, rail or cable cars, rolling stock, or vessels. The project shall be

located entirely within an existing public right-of-way or existing highway right-of-way, whether or not the right-of-way is in use for rail or public mass transit and is wholly within the boundaries of an urbanized area or urban cluster, as designated by the United States Census Bureau.

(B) A public project otherwise identified in subparagraph (A) shall not apply to the exemption pursuant to this paragraph after January 1, 2032, if used primarily by near-zero-emission, low oxide of nitrogen engine, compressed natural gas fuel, or hybrid powertrain vehicles. This subparagraph shall not apply to a public project otherwise identified in subparagraph (A) used by articulated buses.

(C) A public project for the construction or rehabilitation of a ferry terminal that a lead agency has submitted a notice of preparation for an environmental impact report pursuant to Section 21092 before January 1, 2026, shall not apply to the exemption pursuant to this paragraph.

(D) A public project for transit services operated by a transportation network company, as defined in Section 5431 of the Public Utilities Code, shall not apply to the exemption pursuant to this paragraph, unless the services are operated by a microtransit provider contracted by the lead agency that uses a managed fleet of multipassenger vehicles dedicated to that service.

(6) (A) A public project for the improvement, institution, or increase of passenger rail service, other than light rail service eligible under paragraph (5), including the maintenance, construction, or rehabilitation of stations, terminals, or existing operations facilities, which will be exclusively used by zero-emission trains or certified Tier 4 or cleaner rolling stock or locomotives, as provided in Section 1033.101 of Title 40 of the Code of Federal Regulations. The project shall be located entirely within an existing rail right-of-way or existing highway right-of-way, whether or not the right-of-way is in use for passenger rail transit.

(B) A public project otherwise identified in subparagraph (A) shall not be eligible for the exemption pursuant to this paragraph if used by certified Tier 4 or cleaner rolling stock or locomotives that are not zero-emission rolling stock or locomotives and the project is located in an air basin designated as a serious, severe, or extreme nonattainment area for particulate matter and ozone.

(7) (A) A public project to construct or maintain infrastructure or facilities to charge, refuel, power, or maintain zero-emission public transit buses, trains, or ferries, provided the project is carried out by a public transit agency and the project is any of the following:

(i) Located on property owned, leased, or operated by the local agency.

(ii) Located within an existing public right-of-way.

(iii) Located on property owned by a public or private utility within an urbanized area.

(B) A lead agency applying an exemption pursuant to this paragraph for hydrogen refueling infrastructure or facilities necessary to refuel or maintain zero-emission public transit buses, trains, or ferries shall comply with clauses (i), (iii), and (iv) of subparagraph (D) of, and with subparagraph (E) of, paragraph (1) of subdivision (d).

(8) The maintenance, repair, relocation, replacement, or removal of any utility infrastructure associated with a project identified in paragraphs (1) to (7), inclusive.

(9) A project that consists exclusively of a combination of any of the components of a project identified in paragraphs (1) to (8), inclusive.

(10) (A) A project that combines a project identified in paragraphs (1) to (8), inclusive, and a housing development project that is either subject to a nondiscretionary approval or is exempt from this division.

(B) This paragraph does not exempt the housing development project described in subparagraph (A) from any other applicable requirements under any other law.

(11) A planning decision carried out by a local agency to reduce or eliminate minimum parking requirements or institute parking maximums, remove or restrict parking, or implement transportation demand management requirements or programs.

(c) Except as provided in subdivision (g), a project exempt from this division under this section shall meet all of the following criteria:

(1) (A) A local agency is carrying out the project and is the lead agency for the project.

(B) The lead agency shall take an action to approve a project as follows:

(i) The lead agency's governing board shall take an action at a public meeting.

(ii) Notwithstanding clause (i), if a lead agency has an alternative project approval process for a project subject to subdivision (b), it may instead follow that alternative process.

(2) The project does not induce single-occupancy vehicle trips, add additional highway lanes, widen highways, or add physical infrastructure or striping to highways except for minor modifications needed for the efficient and safe movement of transit vehicles, bicycles, or high-occupancy vehicles, such as extended merging lanes, shoulder improvements, or improvements to the roadway within the existing right-of-way. The project shall not include the addition of any auxiliary lanes.

(3) The construction of the project shall not require the demolition of affordable housing units.

(d) (1) A project that is exempt from this division under this section that is, based on the project engineer's cost estimate at the time the local agency takes an action pursuant to subparagraph (B) of paragraph (1) of subdivision (c), anticipated to exceed one hundred million dollars (\$100,000,000) shall also meet all of the following criteria:

(A) The project is incorporated in a regional transportation plan, sustainable communities strategy, general plan, or other plan that has undergone a programmatic-level environmental review pursuant to this division within 10 years of the approval of the project.

(B) The project's construction impacts are fully mitigated consistent with applicable law.

(C) (i) The lead agency shall complete and consider the results of a project business case and a racial equity analysis. The Office of Land Use and Climate Innovation may set guidelines for the project business case and the racial equity analysis or delegate that authority to metropolitan planning organizations.

(ii) The racial equity analysis required under this subparagraph shall identify the racial equity impacts of the project, identify who will benefit from and be burdened by the project, and, where significant or disproportionate impacts exist, suggest strategies, designs, or actions to mitigate those impacts.

(D) The lead agency shall hold noticed public meetings as follows:

(i) Before determining that a project is exempt pursuant to this section, the lead agency shall hold at least three noticed public meetings in the project area to hear and respond to public comments.

(ii) At least one of the three public meetings shall review the project business case and the racial equity analysis. The review of these documents does not inhibit or preclude application of this section.

(iii) The lead agency shall conduct at least two noticed public meetings annually during project construction for the public to provide comments.

(iv) The public meetings held pursuant to clauses (i) to (iii), inclusive, shall be in the form of either a public community planning meeting held in the project area or in the form of a regularly scheduled meeting of the governing body of the lead agency.

(E) The lead agency shall give public notice of the meetings in subparagraph (D) to the last known name and address of all the organizations and individuals that have previously

requested notice and shall also give the general public notice using at least one of the following procedures:

(i) Publication of the notice in a newspaper of general circulation in the area affected by the project. If more than one area will be affected, the notice shall be published in the newspaper of largest circulation from among the newspapers of general circulation in those areas.

(ii) Posting of the notice onsite and offsite in the area where the project is located.

(iii) Posting of the notice on the lead agency's internet website and social media accounts.

(2) In addition to the requirements of paragraph (1), for a project described in that paragraph for which at least 50 percent of the project or project's stops and stations are located in an area that is at risk of residential displacement and that will have a maximum of 15-minute peak headways, the local agency shall complete an analysis of residential displacement and suggest antidisplacement strategies, designs, or actions. For a project subject to this paragraph, the lead agency shall define or identify areas at risk of residential displacement.

(3) The amount in paragraph (1) shall be adjusted pursuant to subdivision (j).

(e) (1) A project that is exempt from this division under this section that is, based on the project engineer's cost estimate at the time the local agency takes an action pursuant to subparagraph (B) of paragraph (1) of subdivision (c), anticipated to exceed fifty million dollars (\$50,000,000) shall also comply with clauses (i), (iii), and (iv) of subparagraph (D) of, and with subparagraph (E) of, paragraph (1) of subdivision (d).

(2) The amount in paragraph (1) shall be adjusted pursuant to subdivision (j).

(f) (1) (A) Except as provided in subdivision (g), as part of the lead agency's governing board action pursuant to subparagraph (B) of paragraph (1) of subdivision (c), the lead agency shall certify that the project will be completed by a skilled and trained workforce.

(B) Subparagraph (A) does not apply if the lead agency has an existing policy or certification approved by its governing board that requires the use of a skilled and trained workforce to complete the project if the lead agency is a signatory to a project labor agreement that will require the use of a skilled and trained workforce on the project.

(2) (A) Except as provided in subparagraph (B), for a project that is exempted under this section, the lead agency shall not enter into a construction contract with any entity unless the entity provides to the lead agency an enforceable commitment that the entity and its subcontractors at every tier will use a skilled and trained workforce to perform all work on

the project or a contract that falls within an apprenticeship occupation in the building and construction trades in accordance with Chapter 2.9 (commencing with Section 2600) of Part 1 of Division 2 of the Public Contract Code.

(B) Subparagraph (A) does not apply if any of the following requirements are met:

(i) The lead agency has entered into a project labor agreement that will bind all contractors and subcontractors performing work on the project to use a skilled and trained workforce and the entity has agreed to be bound by that project labor agreement.

(ii) The project or contract is being performed under the extension or renewal of a project labor agreement that was entered into by the lead agency before January 1, 2021.

(iii) The entity contracted to perform the project entered into a project labor agreement that will bind the entity and all its subcontractors at every tier performing the project to use a skilled and trained workforce.

(g) Subdivisions (c) and (f) do not apply to a project described in paragraph (11) of subdivision (b).

(h) If the lead agency determines that a project is not subject to this division pursuant to this section, and the lead agency determines to carry out that project, the lead agency shall file a notice of exemption with the Office of Land Use and Climate Innovation and the county clerk of the county in which the project is located in the manner specified in subdivisions (b) and (c) of Section 21152.

(i) (1) The amendments made to paragraph (5) of subdivision (b) by Chapter 987 of the Statutes of 2022 (Senate Bill 922 of the 2021–22 Regular Session) may apply to projects for which a lead agency has filed a notice of exemption under this section before January 1, 2023.

(2) For projects for which a lead agency has filed a notice of exemption under this section before January 1, 2023, notwithstanding subdivision (d), as it read on December 31, 2022, the lead agency may certify that the project will be completed by a skilled and trained workforce after the granting of the exemption under this section or the lead agency may demonstrate compliance with subparagraph (B) of paragraph (1) of subdivision (f).

(j) (1) Beginning January 1, 2026, and every two years thereafter, the Office of Land Use and Climate Innovation shall adjust the amounts reflected in paragraph (1) of subdivision (c) and paragraph (1) of subdivision (e) to reflect changes in the Consumer Price Index, as indicated in the Consumer Price Index for All Urban Consumers, as calculated by the Department of Finance based on the United States Bureau of Labor Statistics data for the most recent odd-numbered year, and publish the updated amounts on its internet website.

(2) Notwithstanding the rulemaking provisions of the Administrative Procedure Act (Chapter 3.5 (commencing with Section 11340) of Part 1 of Division 3 of Title 2 of the Government Code), the Office of Land Use and Climate Innovation may implement, interpret, or make specific this subdivision without taking any regulatory action.

(k) This section shall remain in effect only until January 1, 2040, and as of that date is repealed.

SEC. 3.

The provisions of this act are severable. If any provision of this act or its application is held invalid, that invalidity shall not affect other provisions or applications that can be given effect without the invalid provision or application.

SEC. 4.

No reimbursement is required by this act pursuant to Section 6 of Article XIII B of the California Constitution because a local agency or school district has the authority to levy service charges, fees, or assessments sufficient to pay for the program or level of service mandated by this act, within the meaning of Section 17556 of the Government Code.

SB71 ELIGIBILITY CHECKLIST

This project, as proposed, has been determined to be exempt under the California Environmental Quality Act (CEQA), specifically under a statutory exemption pursuant to Public Resources Code section 21080.25 as demonstrated below.

Table 1: Project Type Checklist – Public Resources Code Section 21080.25(b) The project must meet at least one project type to qualify for this Statutory Exemption.	
	(1) Pedestrian and bicycle facilities that improve safety, access, or mobility, including new facilities, within the public right-of-way.
	(2) Projects that improve customer information and wayfinding for transit riders, bicyclists, or pedestrians within the public right-of-way.
	(3) Projects for the protection, improvement, institution, or increase of microtransit, paratransit, shuttle, bus, ferry, bus rapid transit, or light rail service, including the protection, maintenance, construction, operation, or rehabilitation of stops, stations, terminals, or existing operations facilities, which will be exclusively used by zero-emission, near-zero-emission, low oxide of nitrogen engine, compressed natural gas fuel, fuel cell, or hybrid powertrain vehicles, rail or cable cars, rolling stock, or vessels. The project shall be located entirely within an existing public right-of-way or existing highway right-of-way, whether or not the right-of-way is in use for rail or public mass transit and is wholly within the boundaries of an urbanized area or urban cluster, as designated by the United States Census Bureau.
	(4) Projects for the improvement, institution, or increase of passenger rail service, including the maintenance, construction, or rehabilitation of stations, terminals, or existing operations facilities, which will be exclusively used by zero-emission trains or certified Tier 4 or cleaner rolling stock or locomotives, as provided in Section 1033.101 of Title 40 of the Code of Federal Regulations. The project shall be located entirely within an existing rail right-of-way or existing highway right-of-way, whether or not the right-of-way is in use for passenger rail transit. (4a) Will the project be used by certified Tier 4 or cleaner rolling stock or locomotives that are not zero-emission rolling stock or locomotives? ☐ Yes* ☐ No (4b) The project is located in an air basin designated as a serious, severe, or extreme nonattainment area for particulate matter and ozone. ☐ Yes* ☐ No *Projects that will use certified Tier 4 or cleaner rolling stock or locomotives that are not zero-emission rolling stock or locomotives that are located in an air basin designated as a serious, severe, or extreme nonattainment area for particulate matter and ozone are not exempt under the law.
	(5) projects to construct or maintain infrastructure or facilities to charge, refuel, power, or maintain zero-emission public transit buses, trains, or ferries, provided the project is carried out by a public transit agency and the project is any of the following: (i) Located on property owned, leased, or operated by the local agency. (ii) Located within an existing public right-of-way. (iii) Located on property owned by a public or private utility within an urbanized area.
	(6) The maintenance, repair, relocation, replacement, or removal of any utility infrastructure associated with a project identified in paragraphs (1) to (5), inclusive.
	(7) A project that consists exclusively of a combination of any of the components of a project identified in paragraphs (1) to (6), inclusive.
	(8) A planning decision carried out by a local agency to reduce or eliminate minimum parking requirements or institute parking maximums, remove or restrict parking, or implement transportation demand management requirements or programs.

Table 2: Other Project Eligibility Criteria Public Resources Code Section 21080.25(c)

The project must meet **all** the criteria listed below to qualify for this Statutory Exemption. Note: Table 2 does not apply to a planning decision carried out by a local agency to reduce or eliminate minimum parking requirements or institute parking maximums, remove or restrict parking, or implement transportation demand management requirements or programs.

	(1) A local agency is carrying out the project and is the lead agency for the project.
	(2) The project does not induce single-occupancy vehicle trips, add additional highway lanes, widen highways, or add physical infrastructure or striping to highways except for minor modifications needed for the efficient and safe movement of transit vehicles, bicycles, or high-occupancy vehicles, such as extended merging lanes, shoulder improvements, or improvements to the roadway within the existing right of way. The project shall not include the addition of any auxiliary lanes.
	(3) The construction of the project shall not require the demolition of affordable housing units.
	(4) The project would: <u>not</u> exceed fifty million dollars (\$50,000,000) OR <u>exceed</u> \$50,000,000 (but not exceed \$100,000,000) and meet the noticed public meeting requirements in Table 4 <u>exceed</u> \$100,000,000 and meet the project study requirements in table 3 and noticed public meeting requirements in Table 4

Table 3: Other Project Requirements for Project's estimated over \$100,000,000 Criteria Public Resources Code Section 21080.25(d) (1)

If a project has a project engineer's cost estimate above \$100,000,000, the project must meet **all** the criteria listed below to qualify for this Statutory Exemption.

	(1) Project is incorporated in a regional transportation plan, sustainable communities strategy, general plan, or other plan that has undergone a programmatic-level environmental review pursuant to this division within 10 years of the approval of the project.
	(2) The project's construction impacts are fully mitigated consistent with applicable law.
	(3) The lead agency has completed a project business case and a racial equity analysis for the Project.* equity analysis required under this subparagraph shall identify the racial equity impacts of the project, identify who will benefit from and be burdened by the project, and, where significant or disproportionate impacts exist, suggest strategies, designs, or actions to mitigate those impacts. *The project business case and a racial equity analysis may be subject to guidelines set by the Office of Land Use and Climate Innovation or the MPO.
	(4) The racial equity analysis identifies the racial equity impacts of the project, identify who will benefit from and be burdened by the project, and, where significant or disproportionate impacts exist, suggest strategies, designs, or actions to mitigate those impacts.
	(5) At least one of the three public meetings (see Table 4) shall review the project business case and the racial equity analysis.
	(6) At least 50 percent of the project or project's stops and stations are located in an area that is at risk of residential displacement and that will have a maximum of 15-minute peak headways.

	☐ Yes ☐ No (7) If Yes, the local agency has completed an analysis of residential displacement and suggested antidisplacement strategies, designs, or actions. For a project subject to this paragraph, the lead agency shall define or identify areas at risk of residential displacement.
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Table 4: Noticed Public Meetings Requirements – Public Resources Code Section 21080.25(d)(1)(D)(i), (ii), (iii), (iv) and Section 21080.25(d)(1)(E)

Projects exceeding \$50,000,000 must meet **all** the applicable criteria listed below to qualify for this statutory exemption.

	(1) The lead agency shall hold noticed public meetings as follows: ☐ Before determining that a project is exempt, the lead agency shall hold at least three (3) noticed public meetings in the project area to hear and respond to public comments. Public meetings occurred: ☐ The lead agency shall conduct at least two (2) noticed public meetings annually during project construction for the public to provide comments. ☐ The public meetings held pursuant to Section 21080.25(d)(1)(D)(i) to (iii), inclusive, shall be in the form of either a public community planning meeting held in the project area or in the form of a regularly scheduled meeting of the governing body of the lead agency.
	(2) The lead agency shall give public notice of the meetings (listed in the row above) to the last known name and address of all the organizations and individuals that have previously requested notice and shall also give the general public notice using at least one of the following procedures: ☐ Publication of the notice in a newspaper of general circulation in the area affected by the project. If more than one area will be affected, the notice shall be published in the newspaper of largest circulation from among the newspapers of general circulation in those areas. ☐ Posting of the notice onsite and offsite in the area where the project is located. ☐ Posting of the notice on the lead agency's internet website and social media accounts. The project's construction impacts are fully mitigated consistent with applicable law.
	(3) For a Project over \$100,000,000, was the project business case and the racial equity analysis reviewed at one (1) of the three (3) required public meetings
	(4) Not Applicable – Project type not applicable and cost of project is below \$50,000,000.

Table 5: Project Labor Requirements – Public Resources Code Section 21080.25(f)

In addition to meeting the criteria in Table 2, the project must meet labor requirements to qualify for this statutory exemption. Note: Table 5 does not apply to a planning decision carried out by a local agency to reduce or eliminate minimum parking requirements or institute parking maximums, remove or restrict parking, or implement transportation demand management requirements or programs.

	(1) Following the granting of an exemption under this section, the lead agency shall take an action at a public meeting of its governing board to certify that the project will be completed by a skilled and trained workforce. (Does not apply if the lead agency has an existing policy or certification approved by its governing board that requires the use of a skilled and trained workforce to complete the project if the lead agency is a signatory to a project labor agreement that will require the use of a skilled and trained workforce on the project.)
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Attachment B

	(1A) For a project that is exempted under this section, the lead agency shall not enter into a construction contract with any entity unless the entity provides to the lead agency an enforceable commitment that the entity and its subcontractors at every tier will use a skilled and trained workforce to perform all work on the project or a contract that falls within an apprenticeship occupation in the building and construction trades in accordance with Chapter 2.9 (commencing with Section 2600) of Part 1 of Division 2 of the Public Contract Code.
	(2) The above does not apply if any of the following requirements are met: ___ (i) The lead agency has entered into a project labor agreement that will bind all contractors and subcontractors performing work on the project to use a skilled and trained workforce and the entity has agreed to be bound by that project labor agreement. ___ (ii) The project or contract is being performed under the extension or renewal of a project labor agreement that was entered into by the lead agency before January 1, 2021. ___ (iii) The entity contracted to perform the project entered into a project labor agreement that will bind the entity and all its subcontractors at every tier performing the project to use a skilled and trained workforce.
	(3) Not Applicable. The project would be entirely constructed by SMART and would not require the use of contractors for labor.



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GENERAL MANAGER
Eddy Cumins

July 15, 2026

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

SUBJECT: Geyserville Station Update on Ongoing Request for Public Comment

Dear Board Members:

RECOMMENDATIONS:

Receive an update regarding outreach at the Geyserville Planning Committee and Geyserville Anderson Alexander Valley Municipal Advisory Council ("GAVMAC") meetings.

SUMMARY:

At SMART's Board of Director's June 2026 meeting, the Board directed staff to initiate a public engagement process around the possible inclusion of a Geyserville Station. This report provides an update on that effort.

BACKGROUND:

In June 2026, staff presented to the Board a proposed engagement process to conduct public outreach and gather input from Geyserville residents, employees and stakeholders regarding the possible inclusion of a Geyserville station into the SMART system. The results of the outreach would guide and inform the Board's consideration of adopting the project into the SMART program.

Upon the Board's direction to proceed, staff initiated the public engagement process to hear from the community regarding support for a possible Geyserville station. In order to gather meaningful input, Staff prepared a presentation and included a proposed station location (Attachment A). To date, SMART has presented and gathered feedback at two meetings held in Geyserville, created a webpage with background information, and launched a public survey for input. Additionally, SMART has scheduled and publicized the upcoming community meeting to discuss the proposed Geyserville station for Monday, August 10. Furthermore, SMART has responded to various media requests on the proposed Geyserville station.

June 2026 Meetings and Presentations

SMART General Manager Eddy Cumins and staff gave a presentation at the Geyserville Planning Committee on Tuesday, June 23, 2026, and the Geyserville Anderson Alexander Valley Municipal Advisory Council on Wednesday, June 24, 2026. SMART answered questions and heard feedback from the public and the respective committee and council members.

Webpage

SMART created a webpage with background information, the proposed station location map, and responses to frequently asked questions. The purpose of the webpage is to educate the public on what is being proposed and inform them of ways to participate in outreach opportunities and provide feedback. Additionally, staff contact information is provided to answer questions and gather comments. The webpage is located here: sonomamarintrain.org/geyserville.

Survey

SMART launched a survey to gather public input and feedback to hear from residents, employees, visitors and stakeholders about their support for a Geyserville station, and to learn about the travel needs for people interested in the station. The survey is open from July 1 to August 16, 2026, and is available in English and Spanish. The survey can be accessed on SMART's Geyserville webpage and has been shared via email, and on SMART's social media platforms and with a wide range of stakeholders including Tribal partners, local government agencies, healthcare providers, educational institutions, the tourism and business community, the Spanish-speaking community, and transit partners.

Community Meeting

SMART has scheduled and publicized the upcoming Community Meeting taking place in Geyserville on Monday, August 10 from 5:30-7:30 PM. The meeting will be held at the Geyserville Oriental Community Hall, 1000 CA-128, Geyserville, California. The meeting will include a presentation with information about the proposed station, and offer opportunities for the community to ask questions and provide feedback. Language interpretation services will be provided to assist attendees.

Media

SMART has also responded to media inquiries about the proposed station including providing information for stories published in the Marin Independent Journal "Marin IJ", Press Democrat, Healdsburg Tribune, San Francisco Chronicle, and SMART General Manager Cumins participated in a television interview with KTVU.

Community Input to-date

Community members had initially asked SMART about a potential Geyserville Station in October 2023. However, at that time, SMART's original enabling legislation (AB2224) precluded the possibility of a station, stating that "north of Healdsburg, the district shall locate commuter stations only within incorporated areas." Geyserville support resulted in Senator Dodd updating the legislation through SB904 to remove this limitation in 2024. In December 2024, the SMART Board adopted the 2025-2030 Strategic Plan and included a strategy to pursue a Geyserville station based on feedback received throughout the plan's engagement process (See SMART's 2025-2030 Strategic Plan Appendix A- Outreach Summary here https://www.sonomamarintrain.org/sites/default/files/Document%20Library/AppendixA_OutreachSummary_202412.pdf). Staff has created and promoted numerous methods for input to ensure that we hear from a wide range of stakeholders.

FISCAL IMPACT:

There is no fiscal impact related to this informational item. Budget included as part of the Marketing and Outreach FY27 budget is available and is being utilized to support the outreach efforts.

NEXT STEPS:

Staff will continue to solicit public input through the survey, website and community meeting and will return to the Board in August with a full summary of the input along with any considerations for adopting the station as a project into SMART's program.

Sincerely,

/s/

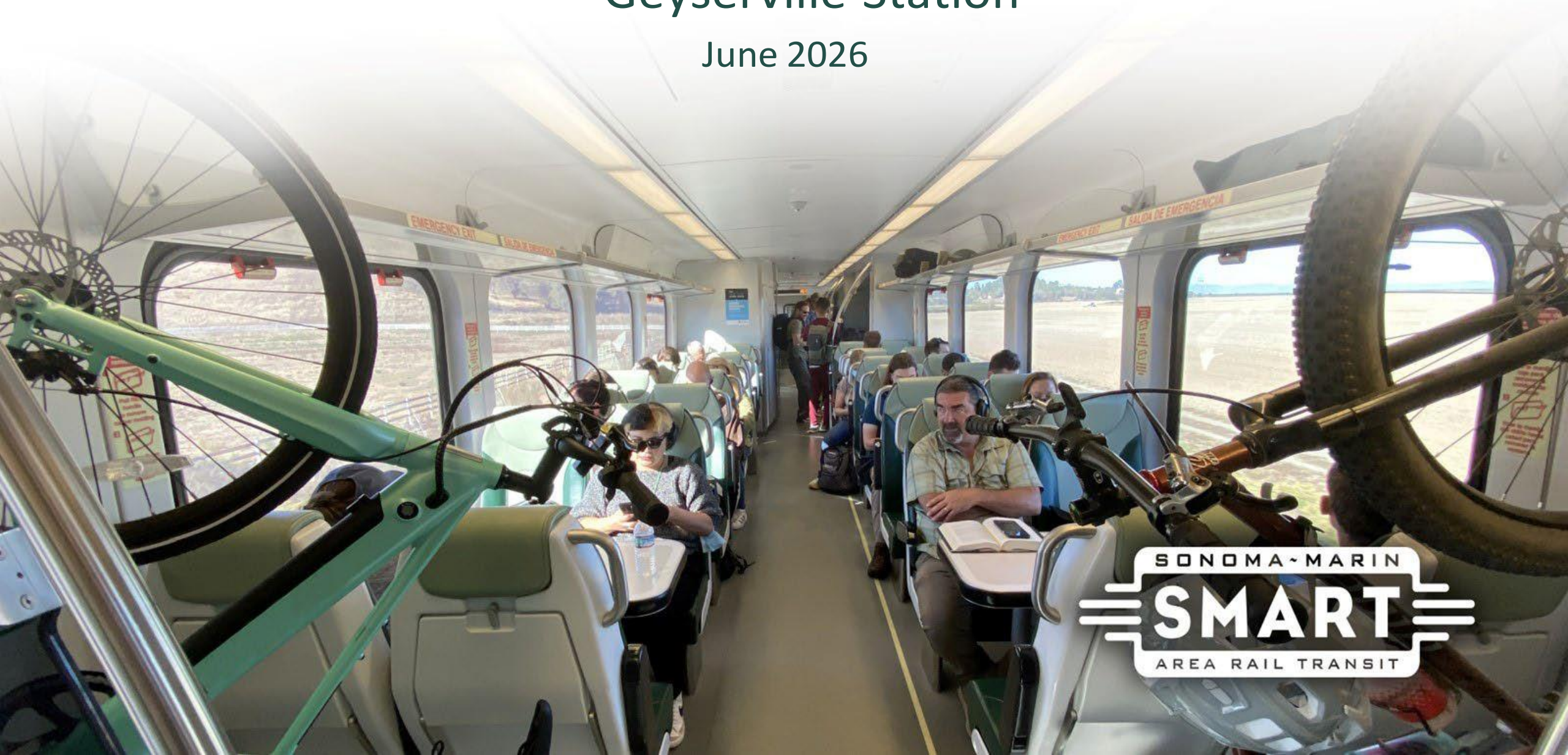
Zoe Unruh
Planning Manager

Attachment: 1.)Presentation from the June 2026 Geyserville Planning Committee and Geyserville Alexander Valley Municipal Advisory Council meetings.

Sonoma-Marin Area Rail Transit District

Geyserville Station

June 2026



Outline

- SMART Today
- Background on SMART in Geyserville
- Why a Geyserville Station?
- Opportunities
- Station location consideration
- Discussion questions
- Community engagement next steps
- Questions/discussion

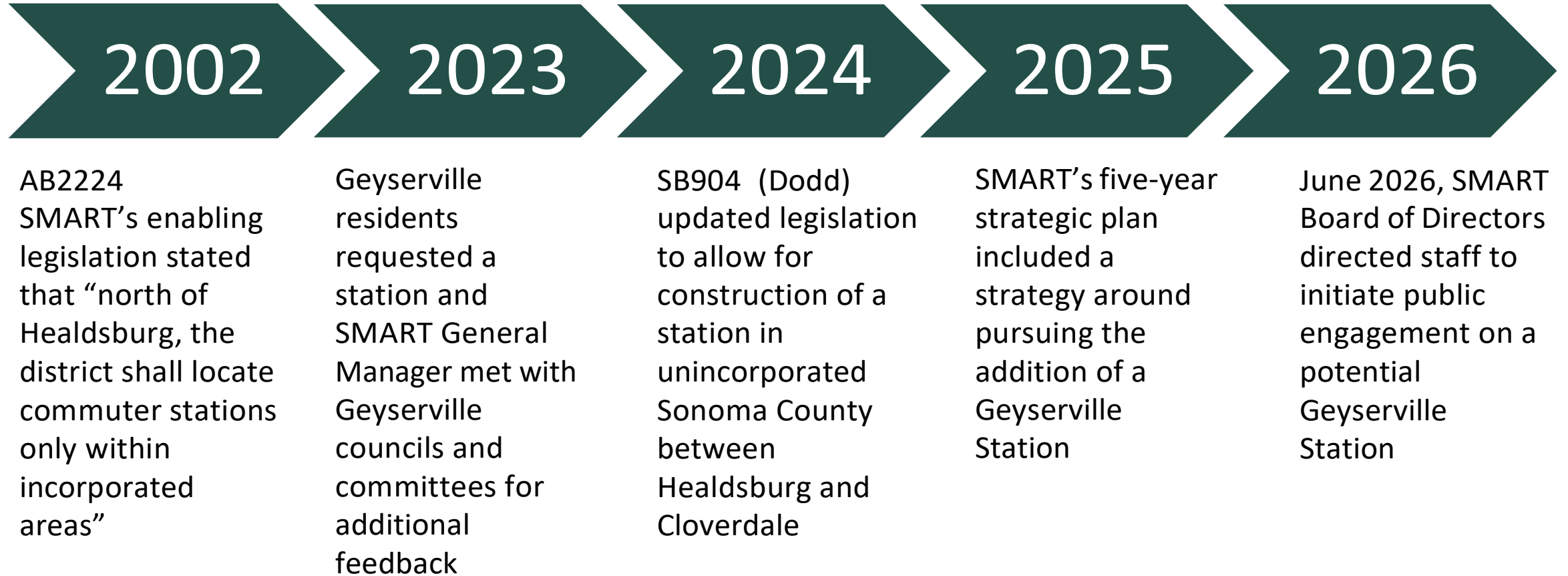


SMART Today

- More service than ever
 - 48 weekday trips and 24 weekend trips
- Record ridership & pathway use
 - Averaging 5,500 weekday riders, and will carry over 1.4 million riders in FY 2026 and serve 1.2 million pathway trips
- Healdsburg Extension under construction
 - Expected to open in late 2028
- Secured future
 - SMART's sales tax was extended to 2059, with a 74.5% approval between Marin and Sonoma counties

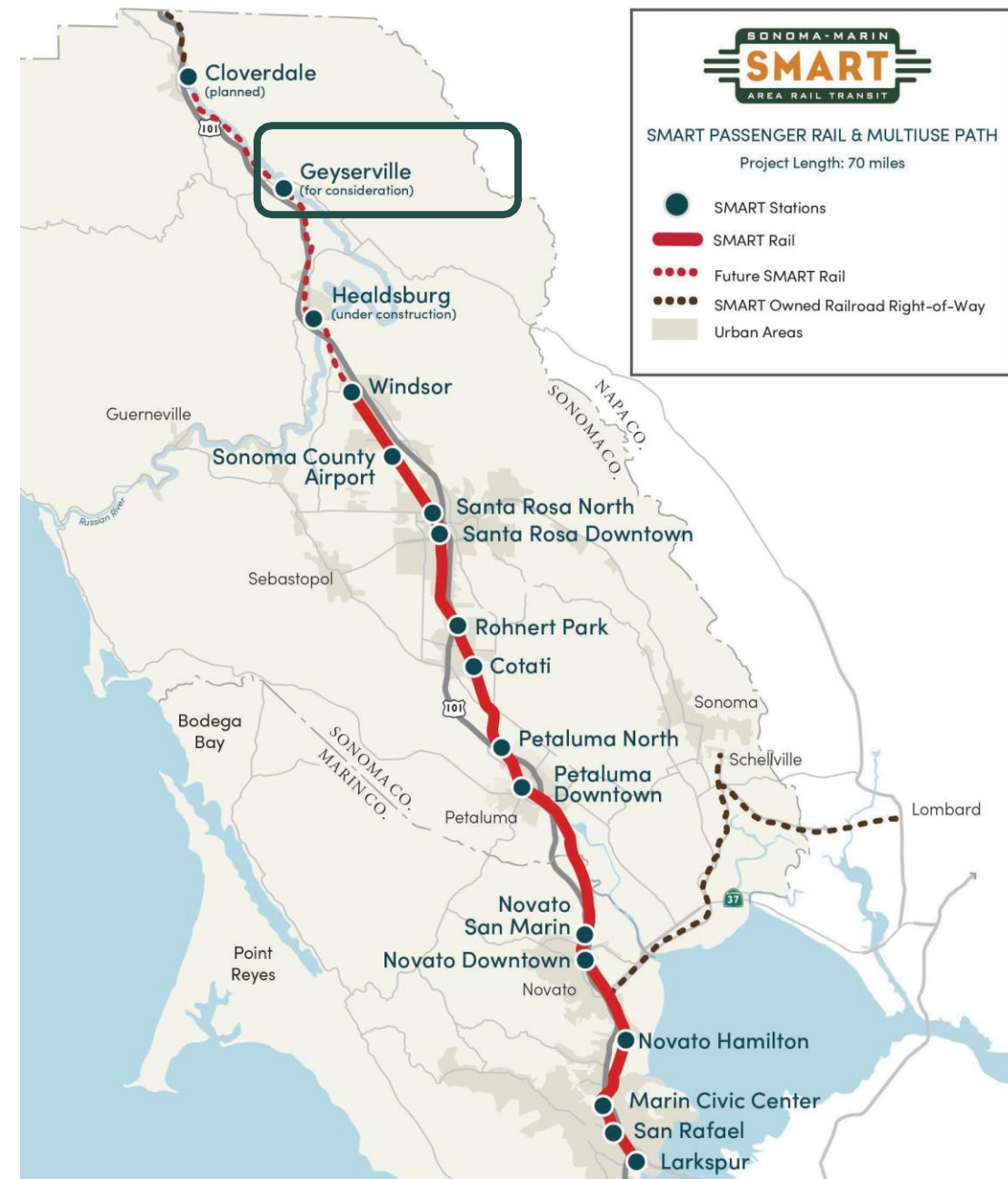


Background on SMART in Geyserville

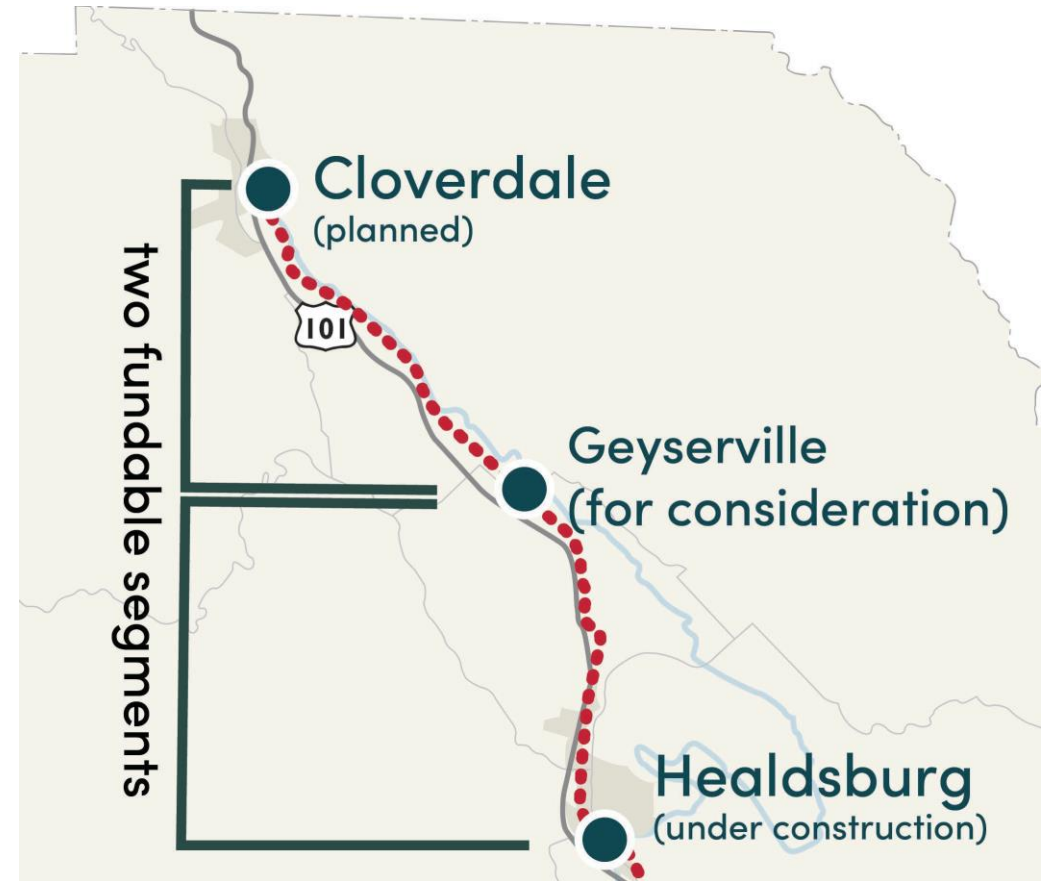
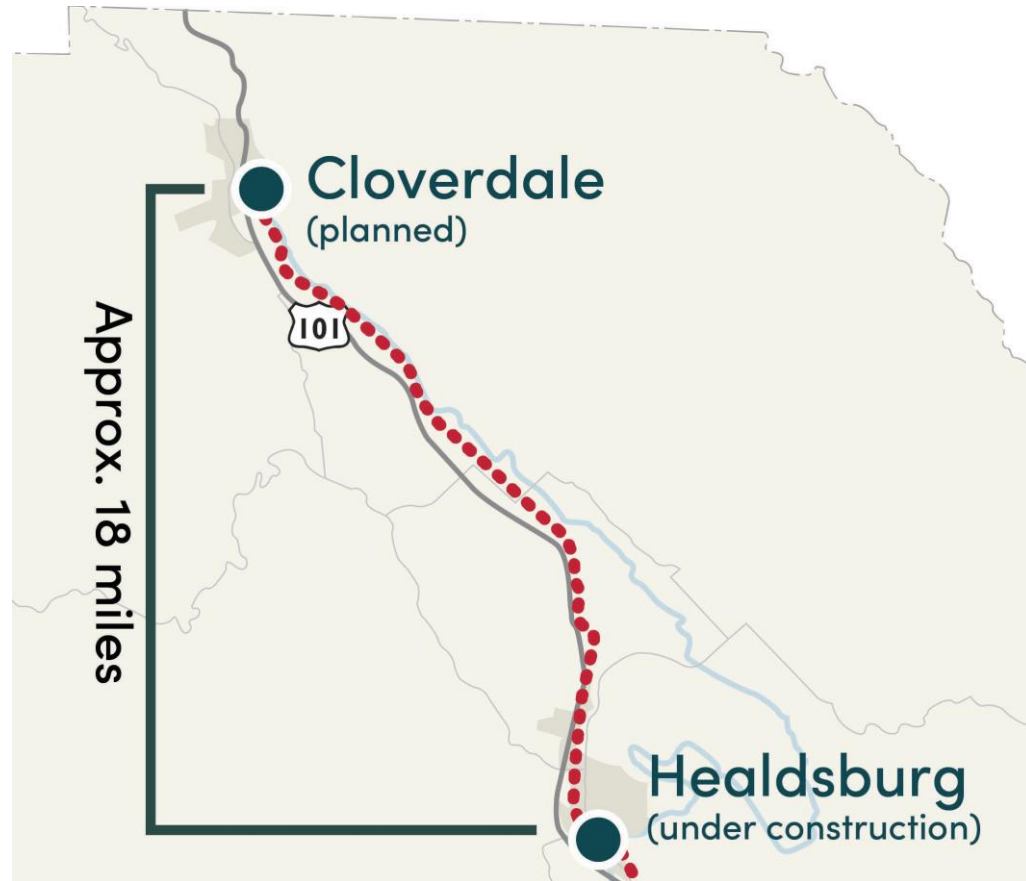


Why a Geyserville Station?

- Would allow train access for residents, workers, and visitors to Geyserville.
- Would maximize the utility of the rail system without harming railroad operations
- Would make more trips on the pathway between Cloverdale, Geyserville, and Healdsburg possible
- Would segment the delivery of the extension between Healdsburg and Cloverdale and create more opportunities to secure grant funding to complete the system



Strategic Segmentation



Opportunities

- Return passenger rail service to Geyserville after nearly 70 years
- Provide train access for residents, workers, and visitors to Geyserville
- Maximize the SMART System
- Segment delivery of the 18-mile extension to Cloverdale
- Construct a station in Geyserville that would:
 - Be built within SMART's existing right of way
 - Facilitate public and private 1st/last mile bus connectivity
 - Be within the urban service area
 - Located in close proximity to the highest job concentration in the central Alexander Valley/Geyserville area

Proposed Station Location

- Hwy 128 and Remmel Rd
- Benefits:
 - Centrally located to housing, jobs, and business
 - Within SMART Right of Way
 - Within Geyserville urban service area
 - Under .25 miles to connecting transit service
 - Includes room for auto parking area



Station Area Profile



- Passenger Boarding Platform
- Shelter & Amenities
- Bicycle Parking
- Auto Parking –capacity to be determined on existing SMART owned property, including potential shared use opportunities

Discussion

- Do you support Geyserville Station being added to the SMART system?
- Do you support the proposed location?
- Would another location along SMART right-of-way do a better job of connecting with other transit and connecting to high concentrations of destinations, people and jobs within Geyserville?

Next steps: Community feedback

- June 2026 (now) — Geyserville Alexander Valley Municipal Advisory Council (GAV-MAC) and Planning Committee Meetings
- July/August 2026 — Public survey
- August 2026 — SMART-hosted workshop in Geyserville/Alexander Valley
- August 2026 — Make recommendation to SMART Board of Directors regarding the inclusion of Geyserville Station

Questions / Discussion?

Discussion

- Do you support Geyserville Station being added to the SMART system?
- Do you support the proposed location?
- Would another location along SMART right-of-way do a better job of connecting with other transit and connecting to high concentrations of destinations, people and jobs within Geyserville?



Sonoma-Marin Area Rail Transit
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Petaluma, CA 94954

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GENERAL MANAGER
Eddy Cumins

March 18, 2026

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

SUBJECT: Information on updated changes to CEQA law and exemption determination process

Dear Board Members:

RECOMMENDATIONS:

Receive the staff's update on the changes to CEQA under SB 71 and consider the proposed process for determining project exemptions for future CEQA actions in accordance with the law.

SUMMARY:

Senate Bill (SB) 71, authored by Senator Wiener and signed by Governor Newsom on October 13, 2025, extends exemptions under the California Environmental Quality Act (CEQA) to specific transportation projects and establishes criteria for the project review and approval processes for lead agencies implementing projects that fall under the expanded statutory exemptions. While SMART's rail and pathway project were previously environmentally cleared under CEQA, future CEQA efforts would be subject to the provisions under the new law, which took effect in January 2026. This memo outlines the conditions under the new law as they relate to SMART's program of projects.

Statutory Exemptions

The new law extends the existing CEQA exemptions for those projects currently exempt through SB922 (Weiner, 2022) including the exemption for pedestrian and bicycle facilities like the SMART Pathway through January 2040. The law expands the exemptions to additional transportation projects that would not increase single-occupancy vehicles including projects that improve, institute or increase passenger rail service; and projects related to the maintenance, construction, or rehabilitation of stations, terminals, or existing operations facilities for passenger rail, which will be exclusively used by zero-emission trains or certified Tier 4 or cleaner rolling stock or locomotives.

Project Conditions, Study and Engagement Requirements

The law establishes project cost thresholds as a basis determining the required project study and public engagement. For a project with an engineer's cost estimate above \$50,000,000 the following are required:

- Prior to making an exemption determination, the lead agency must hold three noticed public meetings on the project in the form of focused community planning meetings in the project area or regularly scheduled meetings of the lead agency's governing body.

- The lead agency must conduct two meetings annually during construction. For a project with an engineer's cost estimate above \$100,000,000, the following

are required:

- The project shall be included in a plan that has undergone a programmatic-level environmental review such as a regional transportation plan or a general plan.
- The preparation and consideration of a business case and racial equity analysis for the project.
- If the racial equity analysis determines that disproportionate impacts exist, the lead agency must suggest strategies, designs, or actions to mitigate those impacts.
- Prior to making an exemption determination, the lead agency must hold three noticed public meetings on the project in the form of focused community planning meetings in the project area or regularly scheduled meetings of the lead agency's governing body.
- Of the three required public meetings, one meeting must be focused on the project business case and racial equity analysis.
- The lead agency must conduct two meetings annually during construction.
- Project construction impacts are mitigated fully, consistent with applicable law.

Under the new law, the project engineer's cost estimate thresholds shall be adjusted biennially to reflect changes in the Consumer Price Index.

Project Approvals and Certification of the Use of a Skilled and Trained Workforce

A project exempt under this law requires that a lead agency approve the project either through an action taken by a meeting of the lead agency's governing board, or through an alternative project approval process.

The lead agency must certify and demonstrate that the project will be completed by a skilled and trained workforce.

DISCUSSION:

Prior to SB 71, similar bills were enacted that exempt sustainable transportation projects including transit priority, bicycle and pedestrian, and bus rapid transit projects. In accordance with the project approval and exemption determination requirements under the law, peer agencies have utilized a checklist to evaluate and verify the project's exemption determination and satisfy the requirements under the law. Attachment 2 provides a sample of a checklist that is intended to evaluate and demonstrate adherence with the project requirements under the law and establish the basis for an exemption determination prior to filing a Notice of Exemption.

FISCAL IMPACT:

None.

Respectfully,

/s/

Zoe Unruh

Planning Manager

Attachment(s): 1.) SB71 (Chaptered)
2.) Attachment 2 checklist example

Bill Title: California Environmental Quality Act: exemptions: transit projects.

Spectrum: Moderate Partisan Bill (Democrat 4-1)

Status: (Passed) 2025-10-13 - Chaptered by Secretary of State. Chapter 742, Statutes of 2025. [\[SB71 Detail\]](#)

Download: [California-2025-SB71-Chaptered.html](#)

Senate Bill No. 71

CHAPTER 742

An act to amend Sections 21080.20 and 21080.25 of the Public Resources Code, relating to environmental quality.

[Approved by Governor October 13, 2025. Filed with Secretary of State October 13, 2025.]

LEGISLATIVE COUNSEL'S DIGEST

SB 71, Wiener. California Environmental Quality Act: exemptions: transit projects.

The California Environmental Quality Act (CEQA) requires a lead agency, as defined, to prepare, or cause to be prepared, and certify the completion of an environmental impact report on a project that it proposes to carry out or approve that may have a significant effect on the environment or to adopt a negative declaration if it finds that the project will not have that effect. CEQA also requires a lead agency to prepare a mitigated negative declaration for a project that may have a significant effect on the environment if revisions in

the project would avoid or mitigate that effect and there is no substantial evidence that the project, as revised, would have a significant effect on the environment.

CEQA, until January 1, 2030, exempts from its requirements active transportation plans, pedestrian plans, or bicycle transportation plans for the restriping of streets and highways, bicycle parking and storage, signal timing to improve street and highway intersection operations, and the related signage for bicycles, pedestrians, and vehicles.

This bill would extend the operation of the above-mentioned exemption indefinitely. The bill would also exempt a transit comprehensive operational analysis, as defined, a transit route readjustment, or other transit agency route addition, elimination, or modification, from the requirements of CEQA. Because a lead agency would be required to determine whether a plan qualifies for this exemption, the bill would impose a state-mandated local program.

CEQA, until January 1, 2030, exempts from its requirements certain transportation-related projects, such as pedestrian and bicycle facilities, transit prioritization projects, public projects located on a site that is wholly within the boundaries of an urbanized area or urban cluster, as provided, for the institution or increase of bus rapid transit, bus, or light rail service, including the construction or rehabilitation of stations, terminals, or existing operations facilities, and public projects for the construction or maintenance of infrastructure of facilities to charge, refuel, or maintain zero-emission public transit buses, trains, or ferries, as provided. CEQA requires, except as provided, those exempted projects to be carried out by a local agency and meet certain requirements, including certain labor requirements.

This bill would extend the operation of the above-mentioned exemption until January 1, 2040. The bill would exempt from the requirements of CEQA a public project for the protection and improvement of bus rapid transit, bus, or light rail service, including the protection, operation, and maintenance, public projects for the protection, improvement, institution, or increase of microtransit, paratransit, shuttle, and ferry, and for the protection, maintenance, construction, operation, or rehabilitation of stops that will be exclusively used by zero-emission, near-zero-emission, low oxide of nitrogen engine, compressed natural gas fuel, fuel cell, or hybrid powertrain vehicles, rail or cable cars, rolling stock, or vessels. The bill would, until January 1, 2032, exempt from the requirements of CEQA a public project for the protection, improvement, institution, or increase of microtransit, paratransit, shuttle, bus, ferry, bus rapid transit, or light rail service, including the protection, maintenance, construction, operation, or rehabilitation of stops, stations, terminals, or existing operations facilities, if used primarily by near-zero-emission, low oxide of nitrogen engine, compressed natural gas fuel, or hybrid powertrain vehicles, except as provided. The bill would exclude from this exemption certain public

projects for the construction or rehabilitation of a ferry terminal, as provided, and, except as provided, public projects for transit services operated by a transportation network company, as defined. Because a lead agency would be required to determine whether a project qualifies for this exemption, the bill would impose a state-mandated local program.

CEQA exempts from its requirements a project that consists exclusively of a combination of any of the components of specified transportation-related projects.

This bill would extend the operation of the above-mentioned exemption until January 1, 2040. The bill would, until January 1, 2040, exempt from the requirements of CEQA a project that combines any of those specified transportation-related projects and a housing development project that is either subject to a nondiscretionary approval or is exempt from CEQA, as provided. Because a lead agency would be required to determine whether a project qualifies for this exemption, the bill would impose a state-mandated local program.

Existing law exempts from the requirements of CEQA public projects for the institution or increase of passenger rail service, other than light rail service that is eligible for a specified exemption, including the construction or rehabilitation of stations, terminals, or existing operations facilities, which will be exclusively used by zero-emission trains.

This bill would extend the operation of the above-mentioned exemption until January 1, 2040. The bill would exempt from the requirements of CEQA public projects for the improvement of passenger rail service, other than light rail service eligible for a specified exemption, including the maintenance of stations, terminals, or existing operations facilities, which will be exclusively used by zero-emission trains, public projects for the maintenance, construction, or rehabilitation of stations, terminals, or existing operations facilities which will be exclusively used by zero-emission certified Tier 4 or cleaner rolling stock or locomotives, as provided. The bill would exclude from this exemption public projects located in certain air basins for the maintenance, construction, or rehabilitation of stations, terminals, or existing operations facilities that will be used by certified Tier 4 or cleaner rolling stock or locomotives that are not zero-emission rolling stock or locomotives. Because a lead agency would be required to determine whether a project qualifies for this exemption, the bill would impose a state-mandated local program.

Existing law requires certain CEQA-exempt projects exceeding specified dollar amounts to meet certain criteria, as provided.

This bill would instead require certain CEQA-exempt projects that are, based on the project engineer's cost estimate, anticipated to exceed a specified dollar amount, to meet certain criteria, as provided. The bill would require the Office of Land Use and Climate Innovation, beginning January 1, 2026, and every two years thereafter, to adjust these amounts to

reflect changes in the Consumer Price Index, as provided, and publish the updated amounts on its internet website. The bill would authorize the Office of Land Use and Climate Innovation to implement, interpret, or make specific that provision without taking any regulatory action.

This bill would declare that its provisions are severable.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that no reimbursement is required by this act for a specified reason.

Digest Key

Vote: MAJORITY Appropriation: NO Fiscal Committee: YES Local Program: YES

Bill Text

The people of the State of California do enact as follows:

SECTION 1.

Section 21080.20 of the Public Resources Code is amended to read:

21080.20.

(a) (1) (A) This division does not apply to an active transportation plan, a pedestrian plan, or a bicycle transportation plan for the restriping of streets and highways, bicycle parking and storage, signal timing to improve street and highway intersection operations, and the related signage for bicycles, pedestrians, and vehicles.

(B) This division does not apply to a transit comprehensive operational analysis, transit route readjustment, or other transit agency route addition, elimination, or modification.

(2) An active transportation plan or pedestrian plan is encouraged to include the consideration of environmental factors, but that consideration does not inhibit or preclude the application of this section.

(3) An individual project that is a part of an active transportation plan, pedestrian plan, or transit comprehensive operational analysis remains subject to this division unless another exemption applies to that project.

(b) Before determining that a project described in subdivision (a) is exempt pursuant to this section, the lead agency shall hold noticed public hearings in areas affected by the project to hear and respond to public comments. Publication of the notice shall be no fewer times than required by Section 6061 of the Government Code by the public agency in a newspaper of general circulation in the area affected by the proposed project. If more than one area will be affected, the notice shall be published in the newspaper of largest circulation from among the newspapers of general circulation in those areas.

(c) If a local agency determines that a project is not subject to this division pursuant to this section and it determines to approve or carry out that project, the notice shall be filed with the Office of Land Use and Climate Innovation and the county clerk in the county in which the project is located in the manner specified in subdivisions (b) and (c) of Section 21152.

(d) For purposes of this section, the following definitions apply:

(1) “Active transportation plan” means a plan developed by a local jurisdiction that promotes and encourages people to choose walking, bicycling, or rolling through the creation of safe, comfortable, connected, and accessible walking, bicycling, or rolling networks, and encourages alternatives to single-occupancy vehicle trips.

(2) “Pedestrian plan” means a plan developed by a local jurisdiction that establishes a comprehensive, coordinated approach to improving pedestrian infrastructure and safety.

(3) “Transit comprehensive operational analysis” means a plan that redesigns or modifies a transit operator’s or local agency’s public transit service network, including the routing of fixed route and microtransit services.

SEC. 2.

Section 21080.25 of the Public Resources Code is amended to read:

21080.25.

(a) For purposes of this section, the following definitions apply:

(1) “Affordable housing” means any of the following:

(A) Housing that is subject to a recorded covenant, ordinance, or law that restricts rents or sales prices to levels affordable, as defined in Section 50052.5 or 50053 of the Health and Safety Code, to persons and families of moderate, lower, or very low income, as defined in Section 50079.5, 50093, or 50105 of the Health and Safety Code, respectively.

(B) Housing that is subject to any form of rent or price control through a public entity’s valid exercise of its police power.

(C) Housing that had been occupied by tenants within five years from the date of approval of the development agreement by a primary tenant who was low income and did not leave voluntarily.

(2) “Bicycle facilities” includes, but is not limited to, bicycle parking, bicycle sharing facilities, and bikeways as defined in Section 890.4 of the Streets and Highways Code.

(3) “High-occupancy vehicle” means a vehicle with three or more occupants.

(4) “Highway” means a way or place of whatever nature, publicly maintained and open to the use of the public for purposes of vehicular travel. “Highway” includes a street.

(5) “Local agency” means a public transit operator, city, county, city and county, special district, joint powers authority, local or regional transportation agency, or congestion management agency.

(6) “Part-time transit lanes” means designated highway shoulders that support the operation of transit vehicles during specified times and are not open to nonpublic transit vehicles at any time.

(7) “Project labor agreement” has the same meaning as defined in paragraph (1) of subdivision (b) of Section 2500 of the Public Contract Code.

(8) “Public transit operator” has the same meaning as “operator” in Section 99210 of the Public Utilities Code, or means a public entity that provides contracted paratransit services.

(9) “Skilled and trained workforce” has the same meaning as provided in Chapter 2.9 (commencing with Section 2600) of Part 1 of Division 2 of the Public Contract Code.

(10) “Transit lanes” means street design elements that delineate space within the roadbed as exclusive to transit use, either full or part time.

(11) “Transit prioritization projects” means any of the following transit project types on highways or in the public right-of-way:

(A) Signal and sign changes, such as signal coordination, signal timing modifications, signal modifications, or the installation of traffic signs or new signals.

(B) The installation of wayside technology and onboard technology.

(C) The installation of ramp meters.

(D) The conversion to dedicated transit lanes, including transit queue jump or bypass lanes, shared turning lanes and turn restrictions, the narrowing of lanes to allow for

dedicated transit lanes or transit reliability improvements, or the widening of existing transit travel lanes by removing or restricting street parking.

(E) Transit stop access and safety improvements, including, but not limited to, the installation of bus shelters, lighting, transit bulbs, and the installation of transit boarding landings and islands.

(12) “Transportation demand management program” means a specific program of strategies, incentives, and tools to be implemented, including, with specified annual status reporting obligations, to reduce vehicle trips by providing opportunities for the public to choose sustainable travel options, such as transit, bicycle riding, or walking. A specific program of strategies, incentives, and tools includes, but is not limited to, any of the following:

(A) Provision of onsite electric vehicle charging stations in excess of applicable requirements.

(B) Provision of dedicated parking for car share or zero-emission vehicles, or both types of vehicles, in excess of applicable requirements.

(C) Provision of bicycle parking in excess of applicable requirements.

(b) This division does not apply to any of the following projects:

(1) Pedestrian and bicycle facilities that improve safety, access, or mobility, including new facilities, within the public right-of-way.

(2) Projects that improve customer information and wayfinding for transit riders, bicyclists, or pedestrians within the public right-of-way.

(3) Transit prioritization projects.

(4) A project for the designation and conversion of general purpose lanes to high-occupancy vehicle lanes or bus-only lanes, or highway shoulders to part-time transit lanes, for use either during peak congestion hours or all day on highways with existing public transit service or where a public transit agency will be implementing public transit service as identified in a short-range transit plan.

(5) (A) A public project for the protection, improvement, institution, or increase of microtransit, paratransit, shuttle, bus, ferry, bus rapid transit, or light rail service, including the protection, maintenance, construction, operation, or rehabilitation of stops, stations, terminals, or existing operations facilities, which will be exclusively used by zero-emission, near-zero-emission, low oxide of nitrogen engine, compressed natural gas fuel, fuel cell, or hybrid powertrain vehicles, rail or cable cars, rolling stock, or vessels. The project shall be

located entirely within an existing public right-of-way or existing highway right-of-way, whether or not the right-of-way is in use for rail or public mass transit and is wholly within the boundaries of an urbanized area or urban cluster, as designated by the United States Census Bureau.

(B) A public project otherwise identified in subparagraph (A) shall not apply to the exemption pursuant to this paragraph after January 1, 2032, if used primarily by near-zero-emission, low oxide of nitrogen engine, compressed natural gas fuel, or hybrid powertrain vehicles. This subparagraph shall not apply to a public project otherwise identified in subparagraph (A) used by articulated buses.

(C) A public project for the construction or rehabilitation of a ferry terminal that a lead agency has submitted a notice of preparation for an environmental impact report pursuant to Section 21092 before January 1, 2026, shall not apply to the exemption pursuant to this paragraph.

(D) A public project for transit services operated by a transportation network company, as defined in Section 5431 of the Public Utilities Code, shall not apply to the exemption pursuant to this paragraph, unless the services are operated by a microtransit provider contracted by the lead agency that uses a managed fleet of multipassenger vehicles dedicated to that service.

(6) (A) A public project for the improvement, institution, or increase of passenger rail service, other than light rail service eligible under paragraph (5), including the maintenance, construction, or rehabilitation of stations, terminals, or existing operations facilities, which will be exclusively used by zero-emission trains or certified Tier 4 or cleaner rolling stock or locomotives, as provided in Section 1033.101 of Title 40 of the Code of Federal Regulations. The project shall be located entirely within an existing rail right-of-way or existing highway right-of-way, whether or not the right-of-way is in use for passenger rail transit.

(B) A public project otherwise identified in subparagraph (A) shall not be eligible for the exemption pursuant to this paragraph if used by certified Tier 4 or cleaner rolling stock or locomotives that are not zero-emission rolling stock or locomotives and the project is located in an air basin designated as a serious, severe, or extreme nonattainment area for particulate matter and ozone.

(7) (A) A public project to construct or maintain infrastructure or facilities to charge, refuel, power, or maintain zero-emission public transit buses, trains, or ferries, provided the project is carried out by a public transit agency and the project is any of the following:

(i) Located on property owned, leased, or operated by the local agency.

(ii) Located within an existing public right-of-way.

(iii) Located on property owned by a public or private utility within an urbanized area.

(B) A lead agency applying an exemption pursuant to this paragraph for hydrogen refueling infrastructure or facilities necessary to refuel or maintain zero-emission public transit buses, trains, or ferries shall comply with clauses (i), (iii), and (iv) of subparagraph (D) of, and with subparagraph (E) of, paragraph (1) of subdivision (d).

(8) The maintenance, repair, relocation, replacement, or removal of any utility infrastructure associated with a project identified in paragraphs (1) to (7), inclusive.

(9) A project that consists exclusively of a combination of any of the components of a project identified in paragraphs (1) to (8), inclusive.

(10) (A) A project that combines a project identified in paragraphs (1) to (8), inclusive, and a housing development project that is either subject to a nondiscretionary approval or is exempt from this division.

(B) This paragraph does not exempt the housing development project described in subparagraph (A) from any other applicable requirements under any other law.

(11) A planning decision carried out by a local agency to reduce or eliminate minimum parking requirements or institute parking maximums, remove or restrict parking, or implement transportation demand management requirements or programs.

(c) Except as provided in subdivision (g), a project exempt from this division under this section shall meet all of the following criteria:

(1) (A) A local agency is carrying out the project and is the lead agency for the project.

(B) The lead agency shall take an action to approve a project as follows:

(i) The lead agency's governing board shall take an action at a public meeting.

(ii) Notwithstanding clause (i), if a lead agency has an alternative project approval process for a project subject to subdivision (b), it may instead follow that alternative process.

(2) The project does not induce single-occupancy vehicle trips, add additional highway lanes, widen highways, or add physical infrastructure or striping to highways except for minor modifications needed for the efficient and safe movement of transit vehicles, bicycles, or high-occupancy vehicles, such as extended merging lanes, shoulder improvements, or improvements to the roadway within the existing right-of-way. The project shall not include the addition of any auxiliary lanes.

(3) The construction of the project shall not require the demolition of affordable housing units.

(d) (1) A project that is exempt from this division under this section that is, based on the project engineer's cost estimate at the time the local agency takes an action pursuant to subparagraph (B) of paragraph (1) of subdivision (c), anticipated to exceed one hundred million dollars (\$100,000,000) shall also meet all of the following criteria:

(A) The project is incorporated in a regional transportation plan, sustainable communities strategy, general plan, or other plan that has undergone a programmatic-level environmental review pursuant to this division within 10 years of the approval of the project.

(B) The project's construction impacts are fully mitigated consistent with applicable law.

(C) (i) The lead agency shall complete and consider the results of a project business case and a racial equity analysis. The Office of Land Use and Climate Innovation may set guidelines for the project business case and the racial equity analysis or delegate that authority to metropolitan planning organizations.

(ii) The racial equity analysis required under this subparagraph shall identify the racial equity impacts of the project, identify who will benefit from and be burdened by the project, and, where significant or disproportionate impacts exist, suggest strategies, designs, or actions to mitigate those impacts.

(D) The lead agency shall hold noticed public meetings as follows:

(i) Before determining that a project is exempt pursuant to this section, the lead agency shall hold at least three noticed public meetings in the project area to hear and respond to public comments.

(ii) At least one of the three public meetings shall review the project business case and the racial equity analysis. The review of these documents does not inhibit or preclude application of this section.

(iii) The lead agency shall conduct at least two noticed public meetings annually during project construction for the public to provide comments.

(iv) The public meetings held pursuant to clauses (i) to (iii), inclusive, shall be in the form of either a public community planning meeting held in the project area or in the form of a regularly scheduled meeting of the governing body of the lead agency.

(E) The lead agency shall give public notice of the meetings in subparagraph (D) to the last known name and address of all the organizations and individuals that have previously

requested notice and shall also give the general public notice using at least one of the following procedures:

(i) Publication of the notice in a newspaper of general circulation in the area affected by the project. If more than one area will be affected, the notice shall be published in the newspaper of largest circulation from among the newspapers of general circulation in those areas.

(ii) Posting of the notice onsite and offsite in the area where the project is located.

(iii) Posting of the notice on the lead agency's internet website and social media accounts.

(2) In addition to the requirements of paragraph (1), for a project described in that paragraph for which at least 50 percent of the project or project's stops and stations are located in an area that is at risk of residential displacement and that will have a maximum of 15-minute peak headways, the local agency shall complete an analysis of residential displacement and suggest antidisplacement strategies, designs, or actions. For a project subject to this paragraph, the lead agency shall define or identify areas at risk of residential displacement.

(3) The amount in paragraph (1) shall be adjusted pursuant to subdivision (j).

(e) (1) A project that is exempt from this division under this section that is, based on the project engineer's cost estimate at the time the local agency takes an action pursuant to subparagraph (B) of paragraph (1) of subdivision (c), anticipated to exceed fifty million dollars (\$50,000,000) shall also comply with clauses (i), (iii), and (iv) of subparagraph (D) of, and with subparagraph (E) of, paragraph (1) of subdivision (d).

(2) The amount in paragraph (1) shall be adjusted pursuant to subdivision (j).

(f) (1) (A) Except as provided in subdivision (g), as part of the lead agency's governing board action pursuant to subparagraph (B) of paragraph (1) of subdivision (c), the lead agency shall certify that the project will be completed by a skilled and trained workforce.

(B) Subparagraph (A) does not apply if the lead agency has an existing policy or certification approved by its governing board that requires the use of a skilled and trained workforce to complete the project if the lead agency is a signatory to a project labor agreement that will require the use of a skilled and trained workforce on the project.

(2) (A) Except as provided in subparagraph (B), for a project that is exempted under this section, the lead agency shall not enter into a construction contract with any entity unless the entity provides to the lead agency an enforceable commitment that the entity and its subcontractors at every tier will use a skilled and trained workforce to perform all work on

the project or a contract that falls within an apprenticeship occupation in the building and construction trades in accordance with Chapter 2.9 (commencing with Section 2600) of Part 1 of Division 2 of the Public Contract Code.

(B) Subparagraph (A) does not apply if any of the following requirements are met:

(i) The lead agency has entered into a project labor agreement that will bind all contractors and subcontractors performing work on the project to use a skilled and trained workforce and the entity has agreed to be bound by that project labor agreement.

(ii) The project or contract is being performed under the extension or renewal of a project labor agreement that was entered into by the lead agency before January 1, 2021.

(iii) The entity contracted to perform the project entered into a project labor agreement that will bind the entity and all its subcontractors at every tier performing the project to use a skilled and trained workforce.

(g) Subdivisions (c) and (f) do not apply to a project described in paragraph (11) of subdivision (b).

(h) If the lead agency determines that a project is not subject to this division pursuant to this section, and the lead agency determines to carry out that project, the lead agency shall file a notice of exemption with the Office of Land Use and Climate Innovation and the county clerk of the county in which the project is located in the manner specified in subdivisions (b) and (c) of Section 21152.

(i) (1) The amendments made to paragraph (5) of subdivision (b) by Chapter 987 of the Statutes of 2022 (Senate Bill 922 of the 2021–22 Regular Session) may apply to projects for which a lead agency has filed a notice of exemption under this section before January 1, 2023.

(2) For projects for which a lead agency has filed a notice of exemption under this section before January 1, 2023, notwithstanding subdivision (d), as it read on December 31, 2022, the lead agency may certify that the project will be completed by a skilled and trained workforce after the granting of the exemption under this section or the lead agency may demonstrate compliance with subparagraph (B) of paragraph (1) of subdivision (f).

(j) (1) Beginning January 1, 2026, and every two years thereafter, the Office of Land Use and Climate Innovation shall adjust the amounts reflected in paragraph (1) of subdivision (c) and paragraph (1) of subdivision (e) to reflect changes in the Consumer Price Index, as indicated in the Consumer Price Index for All Urban Consumers, as calculated by the Department of Finance based on the United States Bureau of Labor Statistics data for the most recent odd-numbered year, and publish the updated amounts on its internet website.

(2) Notwithstanding the rulemaking provisions of the Administrative Procedure Act (Chapter 3.5 (commencing with Section 11340) of Part 1 of Division 3 of Title 2 of the Government Code), the Office of Land Use and Climate Innovation may implement, interpret, or make specific this subdivision without taking any regulatory action.

(k) This section shall remain in effect only until January 1, 2040, and as of that date is repealed.

SEC. 3.

The provisions of this act are severable. If any provision of this act or its application is held invalid, that invalidity shall not affect other provisions or applications that can be given effect without the invalid provision or application.

SEC. 4.

No reimbursement is required by this act pursuant to Section 6 of Article XIII B of the California Constitution because a local agency or school district has the authority to levy service charges, fees, or assessments sufficient to pay for the program or level of service mandated by this act, within the meaning of Section 17556 of the Government Code.

SB71 ELIGIBILITY CHECKLIST

This project, as proposed, has been determined to be exempt under the California Environmental Quality Act (CEQA), specifically under a statutory exemption pursuant to Public Resources Code section 21080.25 as demonstrated below.

Table 1: Project Type Checklist – Public Resources Code Section 21080.25(b) The project must meet at least one project type to qualify for this Statutory Exemption.	
	(1) Pedestrian and bicycle facilities that improve safety, access, or mobility, including new facilities, within the public right-of-way.
	(2) Projects that improve customer information and wayfinding for transit riders, bicyclists, or pedestrians within the public right-of-way.
	(3) Projects for the protection, improvement, institution, or increase of microtransit, paratransit, shuttle, bus, ferry, bus rapid transit, or light rail service, including the protection, maintenance, construction, operation, or rehabilitation of stops, stations, terminals, or existing operations facilities, which will be exclusively used by zero-emission, near-zero-emission, low oxide of nitrogen engine, compressed natural gas fuel, fuel cell, or hybrid powertrain vehicles, rail or cable cars, rolling stock, or vessels. The project shall be located entirely within an existing public right-of-way or existing highway right-of-way, whether or not the right-of-way is in use for rail or public mass transit and is wholly within the boundaries of an urbanized area or urban cluster, as designated by the United States Census Bureau.
	(4) Projects for the improvement, institution, or increase of passenger rail service, including the maintenance, construction, or rehabilitation of stations, terminals, or existing operations facilities, which will be exclusively used by zero-emission trains or certified Tier 4 or cleaner rolling stock or locomotives, as provided in Section 1033.101 of Title 40 of the Code of Federal Regulations. The project shall be located entirely within an existing rail right-of-way or existing highway right-of-way, whether or not the right-of-way is in use for passenger rail transit. (4a) Will the project be used by certified Tier 4 or cleaner rolling stock or locomotives that are not zero-emission rolling stock or locomotives? ☐ Yes* ☐ No (4b) The project is located in an air basin designated as a serious, severe, or extreme nonattainment area for particulate matter and ozone. ☐ Yes* ☐ No *Projects that will use certified Tier 4 or cleaner rolling stock or locomotives that are not zero-emission rolling stock or locomotives that are located in an air basin designated as a serious, severe, or extreme nonattainment area for particulate matter and ozone are not exempt under the law.
	(5) projects to construct or maintain infrastructure or facilities to charge, refuel, power, or maintain zero-emission public transit buses, trains, or ferries, provided the project is carried out by a public transit agency and the project is any of the following: (i) Located on property owned, leased, or operated by the local agency. (ii) Located within an existing public right-of-way. (iii) Located on property owned by a public or private utility within an urbanized area.
	(6) The maintenance, repair, relocation, replacement, or removal of any utility infrastructure associated with a project identified in paragraphs (1) to (5), inclusive.
	(7) A project that consists exclusively of a combination of any of the components of a project identified in paragraphs (1) to (6), inclusive.
	(8) A planning decision carried out by a local agency to reduce or eliminate minimum parking requirements or institute parking maximums, remove or restrict parking, or implement transportation demand management requirements or programs.

Table 2: Other Project Eligibility Criteria Public Resources Code Section 21080.25(c)

The project must meet **all** the criteria listed below to qualify for this Statutory Exemption. Note: Table 2 does not apply to a planning decision carried out by a local agency to reduce or eliminate minimum parking requirements or institute parking maximums, remove or restrict parking, or implement transportation demand management requirements or programs.

	(1) A local agency is carrying out the project and is the lead agency for the project.
	(2) The project does not induce single-occupancy vehicle trips, add additional highway lanes, widen highways, or add physical infrastructure or striping to highways except for minor modifications needed for the efficient and safe movement of transit vehicles, bicycles, or high-occupancy vehicles, such as extended merging lanes, shoulder improvements, or improvements to the roadway within the existing right of way. The project shall not include the addition of any auxiliary lanes.
	(3) The construction of the project shall not require the demolition of affordable housing units.
	(4) The project would: <u>not</u> exceed fifty million dollars (\$50,000,000) OR <u>exceed</u> \$50,000,000 (but not exceed \$100,000,000) and meet the noticed public meeting requirements in Table 4 <u>exceed</u> \$100,000,000 and meet the project study requirements in table 3 and noticed public meeting requirements in Table 4

Table 3: Other Project Requirements for Project's estimated over \$100,000,000 Criteria Public Resources Code Section 21080.25(d) (1)

If a project has a project engineer's cost estimate above \$100,000,000, the project must meet **all** the criteria listed below to qualify for this Statutory Exemption.

	(1) Project is incorporated in a regional transportation plan, sustainable communities strategy, general plan, or other plan that has undergone a programmatic-level environmental review pursuant to this division within 10 years of the approval of the project.
	(2) The project's construction impacts are fully mitigated consistent with applicable law.
	(3) The lead agency has completed a project business case and a racial equity analysis for the Project.* equity analysis required under this subparagraph shall identify the racial equity impacts of the project, identify who will benefit from and be burdened by the project, and, where significant or disproportionate impacts exist, suggest strategies, designs, or actions to mitigate those impacts. *The project business case and a racial equity analysis may be subject to guidelines set by the Office of Land Use and Climate Innovation or the MPO.
	(4) The racial equity analysis identifies the racial equity impacts of the project, identify who will benefit from and be burdened by the project, and, where significant or disproportionate impacts exist, suggest strategies, designs, or actions to mitigate those impacts.
	(5) At least one of the three public meetings (see Table 4) shall review the project business case and the racial equity analysis.
	(6) At least 50 percent of the project or project's stops and stations are located in an area that is at risk of residential displacement and that will have a maximum of 15-minute peak headways.

	☐ Yes ☐ No (7) If Yes, the local agency has completed an analysis of residential displacement and suggested antidisplacement strategies, designs, or actions. For a project subject to this paragraph, the lead agency shall define or identify areas at risk of residential displacement.
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Table 4: Noticed Public Meetings Requirements – Public Resources Code Section 21080.25(d)(1)(D)(i), (ii), (iii), (iv) and Section 21080.25(d)(1)(E)

Projects exceeding \$50,000,000 must meet **all** the applicable criteria listed below to qualify for this statutory exemption.

	(1) The lead agency shall hold noticed public meetings as follows: ☐ Before determining that a project is exempt, the lead agency shall hold at least three (3) noticed public meetings in the project area to hear and respond to public comments. Public meetings occurred: ☐ The lead agency shall conduct at least two (2) noticed public meetings annually during project construction for the public to provide comments. ☐ The public meetings held pursuant to Section 21080.25(d)(1)(D)(i) to (iii), inclusive, shall be in the form of either a public community planning meeting held in the project area or in the form of a regularly scheduled meeting of the governing body of the lead agency.
	(2) The lead agency shall give public notice of the meetings (listed in the row above) to the last known name and address of all the organizations and individuals that have previously requested notice and shall also give the general public notice using at least one of the following procedures: ☐ Publication of the notice in a newspaper of general circulation in the area affected by the project. If more than one area will be affected, the notice shall be published in the newspaper of largest circulation from among the newspapers of general circulation in those areas. ☐ Posting of the notice onsite and offsite in the area where the project is located. ☐ Posting of the notice on the lead agency's internet website and social media accounts. The project's construction impacts are fully mitigated consistent with applicable law.
	(3) For a Project over \$100,000,000, was the project business case and the racial equity analysis reviewed at one (1) of the three (3) required public meetings
	(4) Not Applicable – Project type not applicable and cost of project is below \$50,000,000.

Table 5: Project Labor Requirements – Public Resources Code Section 21080.25(f)

In addition to meeting the criteria in Table 2, the project must meet labor requirements to qualify for this statutory exemption. Note: Table 5 does not apply to a planning decision carried out by a local agency to reduce or eliminate minimum parking requirements or institute parking maximums, remove or restrict parking, or implement transportation demand management requirements or programs.

	(1) Following the granting of an exemption under this section, the lead agency shall take an action at a public meeting of its governing board to certify that the project will be completed by a skilled and trained workforce. (Does not apply if the lead agency has an existing policy or certification approved by its governing board that requires the use of a skilled and trained workforce to complete the project if the lead agency is a signatory to a project labor agreement that will require the use of a skilled and trained workforce on the project.)
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Attachment B

	(1A) For a project that is exempted under this section, the lead agency shall not enter into a construction contract with any entity unless the entity provides to the lead agency an enforceable commitment that the entity and its subcontractors at every tier will use a skilled and trained workforce to perform all work on the project or a contract that falls within an apprenticeship occupation in the building and construction trades in accordance with Chapter 2.9 (commencing with Section 2600) of Part 1 of Division 2 of the Public Contract Code.
	(2) The above does not apply if any of the following requirements are met: ___ (i) The lead agency has entered into a project labor agreement that will bind all contractors and subcontractors performing work on the project to use a skilled and trained workforce and the entity has agreed to be bound by that project labor agreement. ___ (ii) The project or contract is being performed under the extension or renewal of a project labor agreement that was entered into by the lead agency before January 1, 2021. ___ (iii) The entity contracted to perform the project entered into a project labor agreement that will bind the entity and all its subcontractors at every tier performing the project to use a skilled and trained workforce.
	(3) Not Applicable. The project would be entirely constructed by SMART and would not require the use of contractors for labor.

CEQA Exemption Determination

1. Project Title

Geyserville Station

2. Project Location

255 Hwy 128, Geyserville, CA 95441 in Unincorporated Sonoma County (see maps)

3. Project Description

The Project would construct a rail station platform within right-of way publicly owned by SMART to enable the provision of rail service to the unincorporated community of Geyserville in Sonoma County where SMART's railroad tracks exist and where SMART rail will operate between stations in Healdsburg and Cloverdale. The project would consist of the construction of a Geyserville station, including standard SMART station amenities including the passenger boarding platform, shelter and amenities, bicycle parking and auto parking. The track, signals, and systems, as well as the multi-use pathway are separate from the actual station as they are part of SMART's approved, and environmentally-cleared rail and pathway project between Larkspur in Marin County and Cloverdale in Sonoma County.

As SMART's existing publicly owned railroad tracks run through the community of Geyserville to reach Cloverdale, and as SMART's operations to Cloverdale will involve trains travelling through the community of Geyserville, a Project to add a station in Geyserville would create an opportunity to connect another community along the corridor to the rail network, without compromising railroad operations and travel time competitiveness. Connecting to and creating access for another community along the corridor helps maximize the mobility benefits of the system. Including a station in Geyserville will also enable delivery of the voter-approved completion of the SMART rail and path system to Cloverdale in less expensive increments, increasing the delivery speed of the project.

Purpose:

The project expands SMART's ability to serve communities on the corridor; maximizes the utility of the system without compromising rail operations; improves access for residents, employees and visitors of Geyserville; and allows SMART to segment the delivery of the northern extension to Cloverdale into two discrete, usable segments.

The project would directly benefit the residents and employees of Geyserville by providing a transportation alternative to automobiles for connecting between Geyserville and other communities. Geyserville is a Census Designated Place (CDP) with a population of 861 residents (2020 Census). The 2024 American Communities Survey (ACS) found that

approximately 34% of the population are Hispanic or Latino, 63% of the population is white-alone and 36% is non-white or more than one race. Specifically, around 18% identify as some other race and another 18% identify as two or more races. This is fairly consistent with the two-county population across SMART's district where 63% of the population is white, and 36% non-white.

Around 9% of the population in the CDP are under 18, around 39% are between the ages of 19 and 59, and around 52% are over the age of 60.⁹ For the population 18 and over within the CDP, 36% have a Bachelor's degree or higher, 9% have an associate's degree, 17% have some college (no degree), 23% have a high school diploma, and 15% have some high school education or less.¹⁰ Currently, SMART and connecting transit make it possible to reach all the junior colleges and universities in Sonoma and Marin. Providing train access would expand access for Geyserville residents wishing to reach education, workforce training, healthcare, and other professional development opportunities.

Within the Geyserville Census-Designated Place (CDP) boundary, there are 1067 jobs, with around 1,030 of those jobs being held by people outside of the CDP.⁵ For those employees working in the Geyserville CDP, around 31% live less than 10 miles from their place of work, 34% live between 10 and 24 miles, 11% live between 25 and 50 miles, and around 24% live more than 50 miles away.⁶ 40% of these workers live in communities connected through SMART's corridor including Santa Rosa (15%), Cloverdale (9%) Healdsburg (8%) and the Town of Windsor (8%).⁷ The majority of working residents living in the Geyserville CDP are employed outside the CDP, and are employed in locations connected by the SMART corridor including Healdsburg (11%), Santa Rosa (6%), Windsor (3.5%), San Rafael (2%), Cloverdale (2%) Petaluma (2%), Larkfield-Wikiup (1%), and San Francisco (3.8%).⁸

Outside the Geyserville's CDP, the River Rock Casino is connected to the proposed station location by Highway 128. The casino currently employs 300 people. An expansion of the casino is underway and is anticipated to increase the total number of employees at the location to 700. A future expansion could increase the total number of employees to 1,000.

4. Exempt Status

Statutory Exemption

Public Resources Code Section 21080.25

Justification for Exemption:

The project qualifies under Section 21080.25(b)(6)(A) A public project for the improvement, institution, or increase of passenger rail service, other than light rail service eligible under paragraph (5), including the maintenance, construction, or rehabilitation of stations.

Other Exemption Criteria:

Additionally, the project is found to satisfy the conditions for statutory exemption as it meets the following criteria:

- The project would be led by a public agency, the Sonoma-Marín Area Rail Transit District.
- The project is within existing public right-of-way.
- The project will be exclusively used by certified Tier 4 locomotives.
- The project is located within the North Coast Air Basin, which is in attainment for particulate matter and ozone.
- The project does not induce single-occupancy vehicle trips, add additional highway lanes, or capacity.
- The project does not require the demolition of affordable housing units.
- The project cost is under \$50,000,000.
- At the time of awarding construction, SMART will require the construction contractor and its subcontractors to demonstrate that all project work will be performed by a skilled and trained workforce.

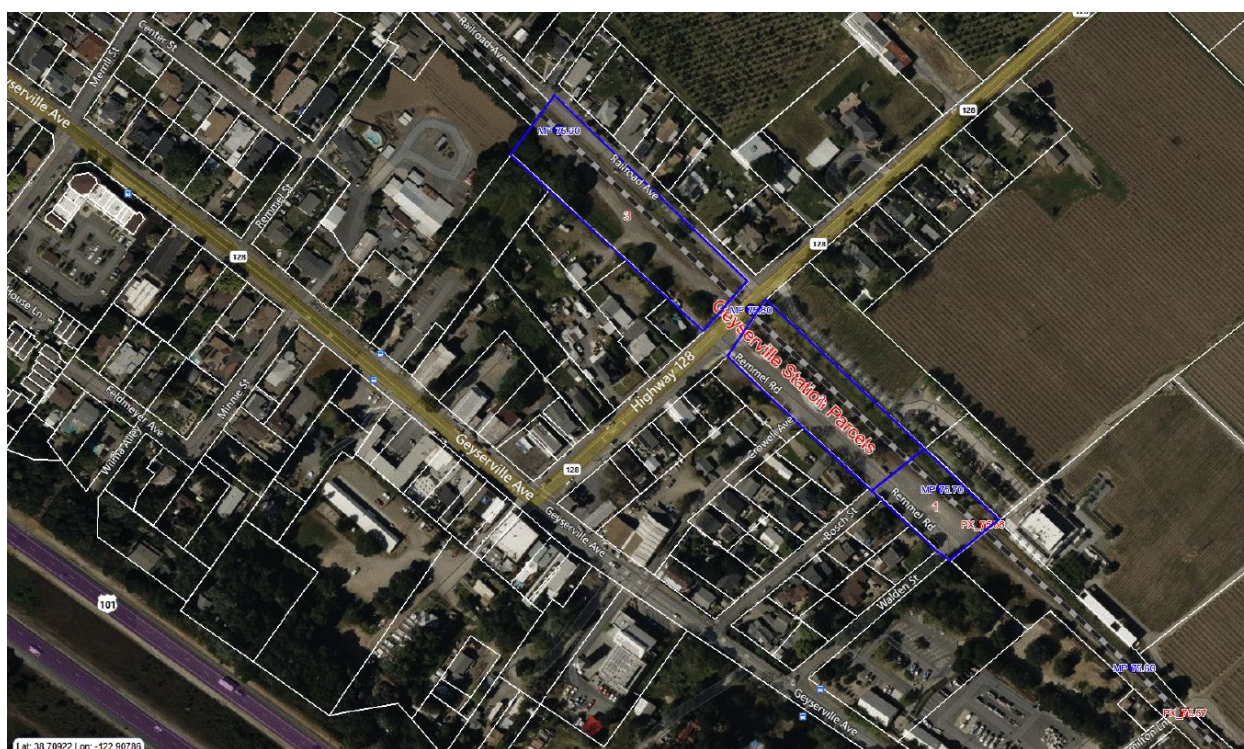
See SB71 Checklist for the complete list of criteria.

5. Exemption Determination

The Project is statutorily exempt under CEQA. No further environmental review is required.

Project Approval Action:	Signature:	Date:
Once signed and dated, this document constituted an exemption pursuant to CEQA Guidelines.		

SMART Parcels



Station Location Map



SB 71 Eligibility Checklist

Table 1: Eligible Project Type Per Public Resources Code Section 21080.25(b)

The project must meet at least one project type to qualify for this Statutory Exemption.

☐	1. Pedestrian and bicycle facilities that improve safety, access, or mobility, including new facilities, within the public right-of-way.
☐	2. Projects that improve customer information and wayfinding for transit riders, bicyclists, or pedestrians within the public right-of-way.
☐	3. Transit prioritization projects.
☐	4. A project for the designation and conversion of general purpose lanes to high-occupancy vehicle lanes or bus-only lanes, or highway shoulders to part-time transit lanes, for use either during peak congestion hours or all day on highways with existing public transit service or where a public transit agency will be implementing public transit service as identified in a short-range transit plan.
☐	5. (A) A public project for the protection, improvement, institution, or increase of microtransit, paratransit, shuttle, bus, ferry, bus rapid transit, or light rail service, including the protection, maintenance, construction, operation, or rehabilitation of stops, stations, terminals, or existing operations facilities, which will be exclusively used by zero-emission, near-zero-emission, low oxide of nitrogen engine, compressed natural gas fuel, fuel cell, or hybrid powertrain vehicles, rail or cable cars, rolling stock, or vessels. The project shall be located entirely within an existing public right-of-way or existing highway right-of-way, whether or not the right-of-way is in use for rail or public mass transit and is wholly within the boundaries of an urbanized area or urban cluster, as designated by the United States Census Bureau.
☐	(B) A public project otherwise identified in subparagraph (A) shall not apply to the exemption pursuant to this paragraph after January 1, 2032, if used primarily by near-zero-emission, low oxide of nitrogen engine, compressed natural gas fuel, or hybrid powertrain vehicles. This subparagraph shall not apply to a public project otherwise identified in subparagraph (A) used by articulated buses.

☐	(C) A public project for the construction or rehabilitation of a ferry terminal that a lead agency has submitted a notice of preparation for an environmental impact report pursuant to Section 21092 before January 1, 2026, shall not apply to the exemption pursuant to this paragraph.
☐	(D) A public project for transit services operated by a transportation network company, as defined in Section 5431 of the Public Utilities Code, shall not apply to the exemption pursuant to this paragraph, unless the services are operated by a microtransit provider contracted by the lead agency that uses a managed fleet of multipassenger vehicles dedicated to that service.
☒	6. (A) A public project for the improvement, institution, or increase of passenger rail service, other than light rail service eligible under paragraph (5), including the maintenance, construction, or rehabilitation of stations, terminals, or existing operations facilities, which will be exclusively used by zero-emission trains or certified Tier 4 or cleaner rolling stock or locomotives, as provided in Section 1033.101 of Title 40 of the Code of Federal Regulations. The project shall be located entirely within an existing rail right-of-way or existing highway right-of-way, whether or not the right-of-way is in use for passenger rail transit. ☒ (B) A public project otherwise identified in subparagraph (A) shall not be eligible for the exemption pursuant to this paragraph if used by certified Tier 4 or cleaner rolling stock or locomotives that are not zero-emission rolling stock or locomotives and the project is located in an air basin designated as a serious, severe, or extreme nonattainment area for particulate matter and ozone.
☐	7. (A) A public project to construct or maintain infrastructure or facilities to charge, refuel, power, or maintain zero-emission public transit buses, trains, or ferries, provided the project is carried out by a public transit agency and the project is any of the following:
☐	(i) Located on property owned, leased, or operated by the local agency.
☐	(ii) Located within an existing public right-of-way.
☐	(iii) Located on property owned by a public or private utility within an urbanized area.

☐	(B) A lead agency applying an exemption pursuant to this paragraph for hydrogen refueling infrastructure or facilities necessary to refuel or maintain zero-emission public transit buses, trains, or ferries shall comply with clauses (i), (iii), and (iv) of subparagraph (D) of, and with subparagraph (E) of, paragraph (1) of subdivision (d).
☐	8. The maintenance, repair, relocation, replacement, or removal of any utility infrastructure associated with a project identified in paragraphs (1) to (7), inclusive.
☐	9. A project that consists exclusively of a combination of any of the components of a project identified in paragraphs (1) to (8), inclusive.
☐	10. (A) A project that combines a project identified in paragraphs (1) to (8), inclusive, and a housing development project that is either subject to a nondiscretionary approval or is exempt from this division. (B) This paragraph does not exempt the housing development project described in subparagraph (A) from any other applicable requirements under any other law.
☐	11. A planning decision carried out by a local agency to reduce or eliminate minimum parking requirements or institute parking maximums, remove or restrict parking, or implement transportation demand management requirements or programs.

Table 2: Other Project Eligibility Criteria Per Public Resources Code Section 21080.25(c)

The project must meet **all** the criteria listed below to qualify for this Statutory Exemption.

Is the project a planning decision carried out by a local agency to reduce or eliminate minimum parking requirements or institute parking maximums, remove or restrict parking, or implement transportation demand management requirements or programs?

☐ Yes (Skip Table 2) ☒ No (Complete Table 2)

☒	1. (A) A local agency is carrying out the project and is the lead agency for the project. (B) The lead agency shall take an action to approve a project as follows: i. The lead agency's governing board shall take an action at a public meeting. ii. Notwithstanding clause (i), if a lead agency has an alternative project approval process for a project subject to subdivision (b), it may instead follow that alternative process.
☒	2. The project does not induce single-occupancy vehicle trips, add additional highway lanes, widen highways, or add physical infrastructure or striping to highways except for minor modifications needed for the efficient and safe movement of transit vehicles, bicycles, or high-occupancy vehicles, such as extended merging lanes, shoulder improvements, or improvements to the roadway within the existing right-of-way. The project shall not include the addition of any auxiliary lanes.
☒	(3) The construction of the project shall not require the demolition of affordable housing units.

Table 3: Other Project Requirements for Project's estimated over \$100,000,000 Criteria Per Public Resources Code Section 21080.25(d) (1) and (2)¹

If a project has a project engineer's cost estimate above \$100,000,000, the project must meet **all** the criteria listed below to qualify for this Statutory Exemption.

Is the Project engineer's estimate over \$100,000,000?

☐ Yes (Complete Table 3) ☒ No (Skip Table 3. Proceed to Table 4)

☐	1. (A) The project is incorporated in a regional transportation plan, sustainable communities strategy, general plan, or other plan that has undergone a programmatic-level environmental review pursuant to this division within 10 years of the approval of the project.
☐	1. (B) The project's construction impacts are fully mitigated consistent with applicable law.
☐	1. (C) (i) The lead agency shall complete and consider the results of a project business case and a racial equity analysis. The Office of Land Use and Climate Innovation may set guidelines for the project business case and the racial equity analysis or delegate that authority to metropolitan planning organizations. (ii) The racial equity analysis required under this subparagraph shall identify the racial equity impacts of the project, identify who will benefit from and be burdened by the project, and, where significant or disproportionate impacts exist, suggest strategies, designs, or actions to mitigate those impacts.
☐	1. (D) The lead agency shall hold noticed public meetings as follows:
☐	i. Before determining that a project is exempt pursuant to this section, the lead agency shall hold at least three noticed public meetings in the project area to hear and respond to public comments.
☐	ii. At least one of the three public meetings shall review the project business case and the racial equity analysis. The review of these documents does not inhibit or preclude application of this section.
☐	iii. The lead agency shall conduct at least two noticed public meetings annually during project construction for the public to provide comments.

☐	iv. The public meetings held pursuant to clauses (i) to (iii), inclusive, shall be in the form of either a public community planning meeting held in the project area or in the form of a regularly scheduled meeting of the governing body of the lead agency.
☐	1. (E) The lead agency shall give public notice of the meetings in subparagraph (D) to the last known name and address of all the organizations and individuals that have previously requested notice and shall also give the general public notice using at least one of the following procedures:
☐	i. Publication of the notice in a newspaper of general circulation in the area affected by the project. If more than one area will be affected, the notice shall be published in the newspaper of largest circulation from among the newspapers of general circulation in those areas.
☐	ii. Posting of the notice onsite and offsite in the area where the project is located.
☐	iii. Posting of the notice on the lead agency's internet website and social media accounts.
☐	2. In addition to the requirements of paragraph (1), for a project described in that paragraph for which at least 50 percent of the project or project's stops and stations are located in an area that is at risk of residential displacement and that will have a maximum of 15-minute peak headways, the local agency shall complete an analysis of residential displacement and suggest antidisplacement strategies, designs, or actions. For a project subject to this paragraph, the lead agency shall define or identify areas at risk of residential displacement.

Table 4: Other Project Requirements for Project's estimated over \$50,000,000 Criteria Per Public Resources Code Sections: 21080.25(e); 21080.25(d)(1)(D)(i), (ii), (iii), (iv); and 21080.25(d)(1)(E)² If a project has a project engineer's cost estimate above \$50,000,000, the project must meet all the criteria listed below to qualify for this Statutory Exemption.	
Is the Project engineer's estimate over \$50,000,000? ☐ Yes (Complete Table 4) ☒ No (Skip Table 4. Proceed to Table 5)	
1. A project that is exempt from this division under this section that is, based on the project engineer's cost estimate at the time the local agency takes an action pursuant to subparagraph (B) of paragraph (1) of subdivision (c), anticipated to exceed fifty million dollars (\$50,000,000) shall also comply with clauses (i), (iii), and (iv) of subparagraph (D) of, and with subparagraph (E) of, paragraph (1) of subdivision (d). 2. The amount in paragraph (1) shall be adjusted pursuant to subdivision (j).	
☐ ☐ ☐ ☐	(PRC) Section 21080.25(d)(1)(D)(i), (ii), (iii), (iv) (D) The lead agency shall hold noticed public meetings as follows: i. Before determining that a project is exempt pursuant to this section, the lead agency shall hold at least three noticed public meetings in the project area to hear and respond to public comments. iii. The lead agency shall conduct at least two noticed public meetings annually during project construction for the public to provide comments. iv. The public meetings held pursuant to clauses (i) to (iii), inclusive, shall be in the form of either a public community planning meeting held in the project area or in the form of a regularly scheduled meeting of the governing body of the lead agency.

☐	(PRC) Section 21080.25(d)(1)(E)
☐	(E) The lead agency shall give public notice of the meetings in subparagraph (D) to the last known name and address of all the organizations and individuals that have previously requested notice and shall also give the general public notice using at least one of the following procedures:
☐	i. Publication of the notice in a newspaper of general circulation in the area affected by the project. If more than one area will be affected, the notice shall be published in the newspaper of largest circulation from among the newspapers of general circulation in those areas.
☐	ii. Posting of the notice onsite and offsite in the area where the project is located.
☐	iii. Posting of the notice on the lead agency's internet website and social media accounts.

Table 5: Project Labor Requirements Per Public Resources Code Section 21080.25(f)

Projects must meet **all** the applicable criteria listed below to qualify for this statutory exemption.

Is the project a planning decision carried out by a local agency to reduce or eliminate minimum parking requirements or institute parking maximums, remove or restrict parking, or implement transportation demand management requirements or programs?

☐ Yes (Skip Table 5. This is not applicable. Proceed to Table 6) ☒ No (Complete Table 5)

- | | |
|-------------------------------------|--|
| ☒ | <p>1. (A) Except as provided in subdivision (g), as part of the lead agency's governing board action pursuant to subparagraph (B) of paragraph (1) of subdivision (c), the lead agency shall certify that the project will be completed by a skilled and trained workforce.</p> |
| ☐ | <p>(B) Subparagraph (A) does not apply if the lead agency has an existing policy or certification approved by its governing board that requires the use of a skilled and trained workforce to complete the project if the lead agency is a signatory to a project labor agreement that will require the use of a skilled and trained workforce on the project.</p> |
| ☐ | <p>2. (A) Except as provided in subparagraph (B), for a project that is exempted under this section, the lead agency shall not enter into a construction contract with any entity unless the entity provides to the lead agency an enforceable commitment that the entity and its subcontractors at every tier will use a skilled and trained workforce to perform all work on the project or a contract that falls within an apprenticeship occupation in the building and construction trades in accordance with Chapter 2.9 (commencing with Section 2600) of Part 1 of Division 2 of the Public Contract Code.</p> |
| ☐ | <p>B. Subparagraph (A) does not apply if any of the following requirements are met:</p> |
| ☐ | <p>i. The lead agency has entered into a project labor agreement that will bind all contractors and subcontractors performing work on the project to use a skilled and trained workforce and the entity has agreed to be bound by that project labor agreement.</p> |

Attachment 5

☐	ii. The project or contract is being performed under the extension or renewal of a project labor agreement that was entered into by the lead agency before January 1, 2021.
☐	iii. The entity contracted to perform the project entered into a project labor agreement that will bind the entity and all its subcontractors at every tier performing the project to use a skilled and trained workforce.

Table 6: Filing the Notice of Exemption Per Public Resources Code Section 21080.25 (h)

☒	<u>PRC 21080.25 (h)</u> If the lead agency determines that a project is not subject to this division pursuant to this section, and the lead agency determines to carry out that project, the lead agency shall file a notice of exemption with the Office of Land Use and Climate Innovation and the county clerk of the county in which the project is located in the manner specified in subdivisions (b) and (c) of Section 21152.
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Sonoma-Marin Area Rail Transit
5401 Old Redwood Hwy, Suite 200
Petaluma, CA 94954

P: 707-794-3330
F: 707-794-3037
W: www.SonomaMarinTrain.org

BOARD OF DIRECTORS

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Sonoma County Board of Supervisors

Mary Sackett, Vice Chair
Marin 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: Approve Contract No. CV-BB-26-004 with Ghilotti Bros, Inc. in the amount of \$272,869.00

Dear Board Members:

RECOMMENDATIONS:

Adopt Resolution 2026-27 authorizing the General Manager to execute Contract No. CV-BB-26-004 with Ghilotti Bros, Inc. in the amount of \$272,869.00

SUMMARY:

The St. Vincent Reinforced Box Culvert ("RCB") Reinforced Fill project will permanently fix four (4) RCBs at two locations which are failing due to settlement issues and allowing track fill and ballast to fall through, creating long term maintenance issues. The repair consists of adding steel reinforcement, a culvert pipe to ensure drainage, then filling with concrete, resulting in a permanent fix.

SMART issued a formal Invitation for Bid for St. Vincent's Reinforced Concrete Box Culvert (RBC) Reinforced Fill (ML MP 22.18 & 22.28) under Solicitation No. CV-BB-26-004 for the repair of the four concrete box culverts on June 8, 2026. The Invitation for Bid was advertised in local newspapers, construction trade journals, on SMART's website, and notifications sent to contractors on SMART's bidder lists. A pre-bid meeting and site walk was held on June 25, 2026, for interested contractors.

SMART conducted a public bid opening on July 16, 2026, where three (3) bids were received. Following evaluation of the three bids submitted, SMART made the determination that the lowest responsive responsible bid was submitted by Ghilotti Bros, Inc. in the amount of \$272,869.00.

Staff recommend adopting Resolution 2026-27 authorizing the General Manager to execute Contract No. CV-BB-26-004 with Ghilotti Bros, Inc. in the amount of \$272,869.00.

FISCAL IMPACT:

Funding for this work is included in the Fiscal Year 2026/2027 Budget and Budget Amendment #2 (Agenda Item 7) and supported with Federal Transit Administration 5337 State of Good Repair and Measure Q funds.

Sincerely,

/s/

Bill Gamlen, P.E.
Chief Engineer

Attachment: 1.) Resolution 2026-27
 2.) Agreement No. CV-BB-26-004

ON FILE WITH CLERK:

- 1.) Exhibit C – Federal Wage Determination
- 2.) Invitation for Bid
- 3.) Attachment B – General Conditions
- 4.) Attachment C – General Requirements
- 5.) Invitation for Bids Addendum Nos. 1, 2 & 3

RESOLUTION OF THE BOARD OF DIRECTORS OF THE SONOMA-MARIN AREA RAIL TRANSIT DISTRICT APPROVING CONTRACT NO. CV-BB-26-004 WITH GHILOTTI BROS, INC. FOR REPAIRS TO TWO CONCRETE BOX CULVERTS IN SAN RAFAEL

WHEREAS, the Sonoma-Marín Area Rail Transit District (SMART) requires repair of two concrete box culverts near St. Vincent Church in San Rafael; and

WHEREAS, SMART issued a formal Invitation for Bid for St. Vincent's Reinforced Concrete Box Culvert (RBC) Reinforced Fill (ML MP 22.18 & 22.28) under Solicitation No. CV-BB-26-004 for the repair of the two concrete box culverts on June 8, 2026; and

WHEREAS, SMART advertised the contracting opportunity in local newspapers, construction trade journals, SMART's website, and SMART's bidders lists; and

WHEREAS, SMART conducted a pre-bid meeting and site walk for interested contractors on June 25, 2026; and

WHEREAS, SMART conducted a public bid opening on July 16, 2026 where it received three bids; and

WHEREAS, following evaluation of the three bids submitted, SMART made the determination that the lowest responsive responsible bid was submitted by Ghilotti Bros, Inc. in the amount of \$272,869.00.

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 Contract No. CV-BB-26-004 with Ghilotti Bros, Inc. in the amount of \$272,869.00.

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

DIRECTORS:

AYES:

NOES:

Resolution No. 2026-27
Sonoma-Marín Area Rail Transit District
August 19, 2026

ABSENT:
ABSTAIN:

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

ATTEST:

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

DOCUMENT 00 52 00
AGREEMENT FOR CONTRACTOR SERVICES

This agreement ("Agreement"), dated as of August 19, 2026 ("Effective Date") is by and between the Sonoma-Marín Area Rail Transit District, a Special District of the State of California (hereinafter "SMART"), and Ghilotti Bros., Inc., whose place of business is located at 525 Jacoby Street, San Rafael, CA 94901 under California Contractor's License Number 132128 and Department of Industrial Relations Registration Number 1000001037 (hereinafter "Contractor").

ST. VINCENT'S REINFORCED CONCRETE BOX CULVERT (RBC)
REINFORCED FILL (ML MP 22.18 & 22.18)
CONTRACT # CV-BB-26-004

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set for, Contractor and SMART agree as follows:

A G R E E M E N T

ARTICLE 1. LIST OF EXHIBITS

Section 1.01 The following exhibits are attached hereto and incorporated herein:

- (a) Exhibit A: Schedule of Rates
- (b) Exhibit B: FTA & DOT Requirements
- (c) Exhibit C: Federal Wage Determination

ARTICLE 2. WORK.

Section 2.01 Contractor shall complete all work specified in the Contract Documents, in accordance with the Specifications, Drawings, and all other terms and conditions of the Contract Documents.

ARTICLE 3. NOTICES TO SMART.

Section 3.01 SMART has designated John Riley, Project Manager, to act as SMART's Representative(s), who will represent SMART in performing SMART's duties and responsibilities and exercising SMART's rights and authorities in Contract Documents. SMART may change the individual(s) acting as SMART's Representative(s), or delegate one or more specific functions to one or more specific SMART's Representatives, including without limitation engineering, architectural, inspection and general administrative functions, at any time with written notice and without liability to Contractor. Each SMART Representative is the beneficiary of all Contractor obligations to SMART, including without limitation, all releases and indemnities.

Section 3.02 All notices or demands to SMART under the Contract Documents shall be to SMART's Representative at: **5401 Old Redwood Hwy Suite 200, Petaluma, CA, 94954** or to such other person(s) and address(es) as SMART

shall provide to Contractor.

Project Manager: John Riley
Phone: 707-794-3070
Email: jriley@sonomamarintrain.org

ARTICLE 4. CONTRACT TIME AND LIQUIDATED DAMAGES.

Section 4.01 Contract Time and Notice to Proceed. This project is expected to take no more than 60 calendar days. The Contract Time allotted is 60 calendar days.

Contract Time (the period between the start date identified in the Notice to Proceed with construction and the Substantial Completion date identified in the Notice to Proceed or as subsequently amended by a Change Order) commences on the date established in the Notice to Proceed. SMART reserves the right to modify or alter the Commencement Date of the Work. SMART may give a Notice to Proceed at any time within 60 Days after the Notice of Award. Contractor shall not do any Work at the Site prior to the date on which the Contract Time commences to run.

Contractor shall achieve Substantial Completion of the entire Work within reasonable and approved schedule from the date when the Contract Time commences to run. Contractor shall complete the Work so that a Final Inspection Report can be issued in accordance with Section 01770 (Contract Closeout).

ARTICLE 5. CONTRACT SUM.

Section 5.01 SMART shall pay Contractor the Contract Sum for completion of Work in accordance with the Contract Documents as follows:

Total Contract Sum: \$272,869.00

The Contract Sum includes all allowances (if any).

Contractor agrees that 48 CFR Part 31, Contract Cost Principles and Procedures and 2 CFR Part 200 shall be used to determine the allowability of individual terms of cost. Any costs for which payment has been made to the Contractor 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 Contractor to SMART.

ARTICLE 6. CONTRACTOR REPRESENTATIONS.

In order to induce SMART to enter into this Agreement, Contractor makes the following representations and warranties:

Section 6.01 Contractor has visited the Site and has examined thoroughly and understood the nature and extent of the Contract Documents, Work, Site, locality, actual conditions, as-built conditions, all local conditions, and all federal, state and local laws and regulations that in any manner may affect cost, progress, performance or furnishing of Work or which relate to any aspect of the means, methods, techniques, sequences or procedures of construction to be employed by Contractor and safety precautions and programs incident thereto.

Section 6.02 Contractor has examined thoroughly and understood all reports of exploration and tests of subsurface conditions, as-built drawings, drawings, products specifications or reports, available for Bidding purposes, of physical conditions, including Underground Facilities, or which may appear in the Drawings. Contractor accepts the determination set forth in these Documents and Document 00 70 00 - General Conditions of the limited extent of the information contained in such materials upon which Contractor may be entitled to rely. Contractor agrees that, except for the information so identified, Contractor does not and shall not rely on any other information contained in such reports and drawings.

Section 6.03 Contractor has conducted or obtained and has understood all such examinations, investigations, explorations, tests, reports and studies (in addition to or to supplement those referred to in Section 5.2 of this Document 00 52 00 - Agreement) that pertain to the subsurface conditions, as-built conditions, Underground Facilities and all other physical conditions at or contiguous to the Site or otherwise that may affect the cost, progress, performance or furnishing of Work, as Contractor considers necessary for the performance or furnishing of Work at the Contract Sum, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Document 00 70 00 - General Conditions; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by Contractor for such purposes.

Section 6.04 Contractor has correlated its knowledge and the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

Section 6.05 Contractor has given SMART prompt written notice of all conflicts, errors, ambiguities, or discrepancies that it has discovered in or among the Contract Documents and as-built drawings and actual conditions and the written resolution thereof through Addenda issued by SMART is acceptable to Contractor.

Section 6.06 Contractor is duly organized, existing and in good standing under applicable state law, and is duly qualified to conduct business in the State of California.

Section 6.07 Contractor has duly authorized the execution, delivery and performance of this Agreement, the other Contract Documents and the Work to be performed herein. The Contract Documents do not violate or create a default under any instrument, agreement, order or decree binding on Contractor.

Section 6.08 Contractor has listed the following Subcontractors pursuant to the Subcontractor Listing Law, California Public Contract Code §4100 *et seq.*:

Name of Subcontractor and Location of Mill or Shop	Description of Work: Reference To Bid Items	DIR Registration No.	Contractor's License No.
Alta Group Inc. 1 Ave of the Palms, Suite 238 San Francisco, CA 94130	Furnish & Install Rebar Item # 2 (Partial) – 70% of Item	1000007633	840109

Name of Subcontractor and Location of Mill or Shop	Description of Work: Reference To Bid Items	DIR Registration No.	Contractor's License No.
Cell-Crete Corporation 1624 Raymond Ave Monrovia, CA 91016	Furnish & Install Lightweight Concrete Item # 3 (Partial) – 37.3% of Item	1000000262	243404

Section 6.09 Contractor has designated Justin King, **Project Manager**, to act as Contractor's Representative(s), who will represent Contractor in performing Contractor's duties and responsibilities and exercising Contractor's rights and authorities in Contract Documents. Contractor has also designated Billy Petrie, **Superintendent**, to act as Contractor's Superintendent. Contractor may change the individual(s) acting as Contractor's Representative(s), or delegate one or more specific functions to one or more specific Contractor's Representatives, at any time upon prior written notice and approval and without liability to SMART, but Contractor is limited to two representatives.

Project Manager: Justin King Superintendent: Billy Petrie
Phone: 415-755-3860 Phone: 415-720-2973
Email: justink@gbi1914.com Email: billyp@gbi1914.com

ARTICLE 7. CONTRACTOR DOCUMENTS.

Section 7.01 Contract Documents consist of the following documents incorporated by reference, including all changes, Addenda, and Modifications thereto:

Document 00 52 00: This Agreement
IFB: Invitation for Bid
Document 00 70 00: General Conditions
General Requirements: General Requirements
Technical Specifications: Plans and Technical Specifications

Section 7.02 There are no Contract Documents other than those listed in Section 7.01. The Contract Documents may only be amended, modified or supplemented as provided in Document 00 70 00 - General Conditions.

ARTICLE 8. INSURANCE.

Contractor shall procure and maintain for the duration of the Agreement insurance against all claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees, or subcontractors with limits and deductibles specified below:

Section 8.01 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 8.02 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 \$5,000,000 per occurrence. Said insurance shall remain in effect for five (5) years after Final Completion and acceptance of the final payment for the Work, contractual liability, and coverage for explosion, collapse, and underground hazards.

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 8.03 Automobile Insurance. 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.

Section 8.04 Contractor's Pollution Liability Insurance. Contractor's Pollution Liability Insurance in an amount no less than \$2,000,000 per occurrence or claim. The Contractor's Pollution Liability policy shall be written on an occurrence basis with coverage for bodily injury, property damage and environmental damage, including cleanup costs arising out of third-party claims, for pollution conditions, and including claims of environmental authorities, for the release of pollutants caused by construction activities related to the Contract. Coverage shall include the Contractor as the named insured and shall include coverage for acts by others for whom the Contractor is legally responsible.

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

Section 8.05 Endorsements. Prior to commencing work, Contractor 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 respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor, with the exception of the workers compensation insurance policy (as 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 Contractor 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 Contractor. Said policy shall protect Contractor 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) Contractor hereby grants to SMART a waiver of any right to subrogation which any insurer of said Contractor may acquire against SMART by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not SMART has received a waiver of subrogation endorsement from the insurer.
- (e) The insurance policy(ies) shall be written by an insurance company or companies acceptable to SMART. The insurance underwriter(s) for all insurance policies except Workers' Compensation shall have an A.M. Best Company rating of A VII or better. Such insurance company shall be authorized to transact business in the state of California. Required minimum amounts of insurance may be increased should conditions of Work, in opinion of SMART, warrant such increase. Contractor shall increase required insurance amounts upon direction by SMART.

Section 8.06 Deductibles and Retentions. Contractor shall be responsible for payment of any insurance premiums, including any charges for required waivers of subrogation or the endorsement of additional insured. Contractor shall also be responsible for the payment of all deductibles or retention on Contractor's policies without right of contribution from SMART.

Section 8.07 Injuries. If injury occurs to any employee of Contractor, Subcontractor or sub-subcontractor for which the employee, or the employee's dependents in the event of employee's death, is entitled to compensation from SMART under provisions of the Workers' Compensation Insurance and Safety Act, as amended, or for which compensation is claimed from SMART, SMART may retain out of sums due Contractor under Contract Documents, amount sufficient to cover such compensation, as fixed by the Act, as amended, until such compensation is paid, or until it is determined that no compensation is due. If SMART is compelled to pay compensation, SMART may, in its discretion, either deduct and retain from the Contract Sum the amount so paid, or require Contractor to reimburse SMART.

Section 8.08 Subcontractor Responsibility. Contractor shall require and verify that subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure SMART is named additional insured on insurance required from subcontractors.

Section 8.09 Claims Made Coverage. If any insurance specified above is written on a claims-made coverage form, Contractor 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, Contractor shall purchase "extending reporting" coverage for a minimum of three (3) years after completion of the work.

Section 8.10 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, Contractor shall provide certified copies of the policies that correspond to the policies listed on the Certificates of Insurance. Contractor 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. Contractor agrees to maintain current endorsements evidencing the above-specified requirements on file with SMART for the duration of this Agreement.
- (c) After the Agreement has been signed, signed Certificates of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.

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

Section 8.11 Policy Obligations. Contractor's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

Section 8.12 Material Breach. If Contractor, 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 Contractor resulting from said breach. Alternatively, SMART may purchase such required insurance coverage, and without further notice to Contractor, SMART may deduct from sums due to Contractor any premium costs advanced by SMART for such insurance. These remedies shall be in addition to any other remedies available to SMART.

Section 8.13 Notice of Cancellation. Each insurance policy required above shall provide that coverage shall not be cancelled, except with notice to SMART.

ARTICLE 9. MISCELLANEOUS.

Section 9.01 Terms and Abbreviations. Terms and abbreviations used in this Agreement are defined in Document 00 70 00 - General Conditions and Section 01420 (References and Definitions) and will have the meaning indicated therein.

Section 9.02 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. If paper meets the 30 percent requirement, the recycling logo should be printed on the project.

Section 9.03 Signers of this Agreement. It is understood and agreed that in no instance are the persons signing this Agreement for or on behalf of SMART or acting as an employee, agent, or representative of SMART, liable on this Agreement or any of the Contract Documents, or upon any warranty of authority, or otherwise, and it is further understood and agreed that liability of the SMART is limited and confined to such liability as authorized or imposed by the Contract Documents or applicable law.

Section 9.04 No Assignment of Contract. Contractor shall not assign any portion of the Contract Documents, and may subcontract portions of the Contract Documents only in compliance with the Subcontractor Listing Law, California Public Contract Code §4100 *et seq.*

Section 9.05 Assignment of Rights to Awarding Body. In entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, Contractor or Subcontractor offers and agrees to assign to the awarding body all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. §15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time SMART tenders final payment to Contractor, without further acknowledgment by the parties.

Section 9.06 Prevailing Wages. Contractor and all Subcontractors shall pay to all workers employed 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.

Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations, are deemed included in the Contract Documents and shall be made available to any interested party on request.

Pursuant to Section 1861 of the Labor Code, Contractor represents that it is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and Contractor shall comply with such provisions before commencing the performance of the Work of the Contract Documents.

Section 9.07 Licensing Laws. The Contractor 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 Contractor Licenses in the State of California. The Contractor shall provide such subcontractor information, including the class type, license, number, and expiration date to SMART.

Section 9.08 California Air Resources Board ("CARB") In-Use Off-Road Diesel-Fueled Fleets Certification of Compliance. Contractor shall comply, and shall ensure all subcontractors comply, with all applicable requirements of the most current version of the regulations imposed by California Air Resources Board ("CARB") including, without limitation, all applicable terms of Title 13, California Code of Regulations Division 3, Chapter 9 and all pending amendments ("Regulation"). Throughout this agreement, and for three (3) years thereafter, Contractor shall make available for inspection and copying any and all documents or information associated with Contractor's and its subcontractors' fleets including, without limitation, the Certificates of Reported Compliance ("CRCs"), fuel/refueling records, maintenance records, emissions records, and any other information the Contractor is required to produce, keep, or maintain pursuant to the Regulation upon two (2) calendar days' notice from SMART. Contractor shall be solely liable for any and all costs associated with compliance with the Regulation as well as for any and all penalties, fines, damages, or costs associated with any and all violations, or failures to comply with the Regulation.

Section 9.09 Drug-Free Workplace. Contractor certifies that it will provide a drug-free workplace in compliance with Government Code §8350-§8357.

Section 9.10 Continuation of Work. Should any part, term or provision of this Agreement or any of the Contract Documents, or any document required herein or therein to be executed or delivered, be declared invalid, void or unenforceable, all remaining parts, terms and provisions shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby. If the provisions of any law causing such invalidity, illegality or unenforceability may be waived, they are hereby waived to the end that this Agreement and the Contract

Documents may be deemed valid and binding agreements, enforceable in accordance with their terms to the greatest extent permitted by applicable law. In the event any provision not otherwise included in the Contract Documents is required to be included by any applicable law, that provision is deemed included herein by this reference (or, if such provision is required to be included in any particular portion of the Contract Documents, that provision is deemed included in that portion).

Section 9.11 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 9.12 Claims Procedures. Contractor accepts the claims procedure established by Article 12 of Document 00 70 00 - General Conditions, as established under Section 930.2 of the California Government Code.

Section 9.13 Relationships of the Parties: No Intended Third-Party Beneficiaries. The Parties do not intend by this Agreement 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 9.14 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 9.15 Use of SMART Name and Logo Restrictions. Contractor is prohibited from using SMART's name and logo unless expressly authorized herein or by written authorization from SMART's legal counsel.

Section 9.16 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 9.17 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.

CONTRACTOR: GHILOTTI BROS., INC.

By: _____
Michael M. Ghilotti, 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 and Contracts Manager

Date: _____

APPROVED AS TO FORM FOR SMART:

By: _____
District Counsel

Date: _____

**EXHIBIT A
SCHEDULE OF RATES**

ITEM	ITEM DESCRIPTION	QTY	UNIT	ITEM COST
1	Mobilization and Demobilization	1	LS	\$25,000.00
2	Site Preparation and Rebar installation	1	LS	\$125,000.00
3	Formwork, Culvert and Pour Mortar	1	LS	\$122,869.00
Total Project Cost:				\$272,869.00

GENERAL INFORMATION

LS = Lump Sum

Costs are in United States Dollars

The above costs include all labor, supervision, equipment, materials, supplies, insurance, overhead, profit, and all other direct and indirect costs associated with performing the work included in this Agreement.

Item Descriptions

Item 1: Mobilization and Demobilization

Mobilization and Demobilization will be paid for at the contract LUMP SUM (LS) price, which price shall constitute full compensation for all such work. Mobilization cannot exceed 10% of the cost of all items. The scope of work for mobilization shall include, but not limited to, furnishing all labor, materials, tools, equipment; moving all equipment and materials onto the site; and work and incidentals for the establishment of all facilities necessary for the implementation of the Project. This includes establishing the construction staging area and construction entrance, providing security for on-site storage of equipment and materials; providing sanitary facilities for workers; and all other work and operations that must be performed or costs incurred prior to beginning work on the various Contract items on the Project Site. This Item shall also include demobilization of contractor's equipment and excess materials from the site. Contractor shall leave the site in a clean manner free of loose material and debris as determined by SMART's Project Manager. Final payment for mobilization shall occur following demobilization and final cleanup when all required items per the Contract are fulfilled and the site is free of equipment and clean.

Item 2: Site Preparation and Rebar Installation

This payment item shall include full compensation for all labor, materials, tools, equipment, and all incidental work required for the improvements as needed to provide safe access to work areas, and to install the rebar cages as shown on the Contract Drawings, including accommodation in rebar cages for installation the culverts per Item 3: Formwork, Culvert and Pour Mortar.

Item 3: Formwork, Culvert, and Pour Mortar

This payment item shall include full compensation for all labor, materials, tools, equipment, and all incidental work required for installation of the culverts within the rebar cages, constructing formwork, pouring/pumping mortar to fill RCB's as shown on the Contract Drawings, including removal and disposal of formwork.

EXHIBIT B
FTA & DOT REQUIREMENTS

**UNITED STATES DEPARTMENT OF TRANSPORTATION (DOT),
FEDERAL TRANSIT ADMINISTRATION (FTA), CALIFORNIA DEPARTMENT OF
TRANSPORTATION (DOT), AND FEDERAL EMERGENCY MANAGEMENT
AGENCY (FEMA) REQUIREMENTS**

1. General.

In performance of its obligations pursuant to this Agreement or Purchase Order [Hereinafter "Agreement"], the Contractor, Seller, Service Provider, or Consultant [Hereinafter "Contractor"] agrees to comply with all applicable provisions of federal, state and local law, regulations, FTA and FEMA directives. The terms of the most recent amendment to any federal, state or local laws, regulations, FTA or FEMA 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 FEMA 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. §200.334. 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, FEMA, 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, FEMA, 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 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 disability, with 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 to that Act, and with the Architectural Barriers act of 1968, as amended, 42 U.S.C. §§ 4151 *et seq.*, which requires that buildings and public accommodations be accessible to persons with disabilities, including any subsequent amendments to that Act. In addition, the contractor agrees to comply with any and all applicable requirements issued by the FTA, DOT, DOJ, U.S. GSA, U.S. EEOC, U.S. FCC, any subsequent amendments thereto and any other nondiscrimination statute(s) that may apply to the Project or Services.

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.

Construction materials used in the Project or Services are subject to the domestic preference requirement of the Build America, Buy America Act, Pub. L. 117-58, div. G, tit. IX, §§ 70911 – 70927 (2021), as implemented by the U.S. Office of Management and Budget, the U.S. Department of Transportation, and FTA. The Contractor acknowledges that this agreement is neither a waiver of § 70914(a) nor a finding under § 70914(b).

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.

The Contractor 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. For more information, please see the FTA's Buy America webpage at: <https://www.transit.dot.gov/buyamerica>.

5. Cargo Preference Requirements.

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

The Contractor agrees to:

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

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

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

6. Changes to Federal Requirements.

Applicability: All Contracts

Contractor shall at all times comply with all applicable FTA and FEMA 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, or the Sonoma-Marín Area Rail Transit District and FEMA, 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.

Applicable changes to those federal requirements will apply to each Third-Party Agreement and parties thereto at any tier.

7. Charter Service.

Applicability: All Operations & Management Contracts

The contractor agrees to comply with 49 U.S.C. 5323(d), 5323(r), 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:

1. Federal transit laws, specifically 49 U.S.C. § 5323(d);
2. FTA regulations, "Charter Service," 49 C.F.R. part 604;
3. Any other federal Charter Service regulations; or
4. Federal guidance, except as FTA determines otherwise in writing.

The contractor agrees that if it engages in a pattern of violations of FTA's Charter Service regulations, FTA may require corrective measures or impose remedies on it. These corrective measures and remedies may include:

1. Barring it or any subcontractor operating public transportation under its Award that has provided prohibited charter service from receiving federal assistance from FTA;
2. Withholding an amount of federal assistance as provided by Appendix D to part 604 of FTA's Charter Service regulations; or
3. Any other appropriate remedy that may apply

The contractor should also include the substance of this clause in each subcontract that may involve operating public transit services.

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, SMART agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, SMART agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA or FEMA 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 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 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 FEMA 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 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 FEMA.

9. Clean Air Act and Federal Water Pollution Control 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 (42 U.S.C. § 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). Violations must be reported to FTA, FEMA, and the Regional Office of the Environmental Protection Agency. The following applies for contracts of amounts in excess of \$150,000:

Clean Air Act

- a. 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 et seq.
- b. The contractor agrees to report each violation to SMART and understands and agrees that SMART will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c. 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 FEMA.

Federal Water Pollution Control Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The contractor agrees to report each violation to SMART and understands and agrees that SMART will, in turn, report each violation as required to

assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

- (3) 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 FEMA.

10. 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."

11. Davis Bacon Act and Copeland Anti-Kickback Act

Applicability: All Construction Contracts > \$2,000

For all prime construction, alteration or repair contracts in excess of \$2,000 awarded by FTA or FEMA, the Contractor shall comply with the Davis-Bacon Act and the Copeland "Anti-Kickback" Act. Under 49 U.S.C. § 5333(a), prevailing wage protections apply to laborers and mechanics employed on FTA assisted construction, alteration, or repair projects. The Contractor will comply with the Davis-Bacon Act, 40 U.S.C. §§ 3141-3144, and 3146-3148 as supplemented by DOL regulations at 29 C.F.R. part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction." In accordance with the statute, the Contractor shall 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, the Contractor agrees to pay wages not less than once a week. The Contractor shall also comply with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by DOL regulations at 29 C.F.R. part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States." The Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

12. Debarment and Suspension

Applicability: All Contracts > \$25,000

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- i. Debarred from participation in any federally assisted Award;
- ii. Suspended from participation in any federally assisted Award;
- iii. Proposed for debarment from participation in any federally assisted Award;
- iv. Declared ineligible to participate in any federally assisted Award;
- v. Voluntarily excluded from participation in any federally assisted Award; or
- vi. Disqualified from participation in any federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by SMART. If it is later determined by SMART that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to SMART, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

13. Energy Conservation.

Applicability: All Contracts

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

14. Fly America.

Applicability: All Contracts

a) Definitions. As used in this clause -

- 1) "International air transportation" means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States.
- 2) "United States" means the 50 States, the District of Columbia, and outlying areas.
- 3) "U.S.-flag air carrier" means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

b) When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, SMART, and others to use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

c) If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.

d) In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

Statement of Unavailability of U.S.-Flag Air Carriers

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403.
[State reasons]:

e) Contractor shall include the substance of this clause, including this paragraph (e), in each subcontract.

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

Applicability: All Contracts

The provisions within include, in part, certain Standard Terms and Conditions required under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR § 200), whether or not expressly set forth in the preceding contract provisions. All contractual provisions required

by DOT, detailed in 2 CFR § 200 or as amended by 2 CFR § 1201, or the most recent version of FTA Circular 4220.1 are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all 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.

16. No Obligation by the Federal Government.

Applicability: All Contracts

The Sonoma-Marin 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 Recipient, 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 FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

17. Notice to FTA and U.S. DOT Inspector General of Information Related to Fraud, Waste, Abuse, or Other 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 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) SMART must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which SMART is located, if SMART has knowledge of potential fraud, waste, or abuse occurring on a Project or Service receiving assistance from FTA. 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 or Service is subject to this Agreement or another agreement between SMART and FTA, or an agreement involving a principal, officer, employee, agent, or Third Party Participant of SMART. 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 SMART.

18. 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 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 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, 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.

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

Applicability: All Contracts

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 or Service. Upon execution of the underlying contract, 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 contract or the FTA assisted project for which this contract 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.

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. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.

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

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

Applicability: All Contracts

- a) SMART, Contractors, and Subcontractors are prohibited from obligating or expending loan or grant funds to:
 - 1) Procure or obtain;
 - 2) Extend or renew a contract to procure or obtain; or
 - 3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- (ii) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other

- national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- (iii) Telecommunications or video surveillance services provided by such entities or using such equipment.
 - (iv) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
- c) See Public Law 115-232, section 889 for additional information.
- d) See also § 200.471.

21. Prompt Payment.

Applicability: All Public Works Contracts

The contractor shall promptly pay any and all subcontractor invoices by an instrument that guarantees availability of funds immediately upon deposit of said instrument. The Prime Contractor is required to pay subcontractors for satisfactory performance of their contracts no later than (7) seven days from receipt of payment by SMART. *California Business and Professions Code §7108.5*

If the Contractor determines the work of the subcontractors to be unsatisfactory, the Contractor must immediately notify in writing the SMART project manager, with a separate notice to the DBELO if the subcontractor is a DBE and state the reasons. Failure by the Contractor to comply with this requirement will be construed to be a breach of the contract and may be subject to sanctions as specified in the contract.

The Prime Contractor must pay retainage to the subcontractor within (30) thirty days after the subcontractor's work is satisfactorily completed. A subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by SMART. Should SMART make incremental acceptance of a portion of a prime contract, the work of the subcontractor covered by that acceptance is deemed to be satisfactorily completed.

Prime contractors shall provide proof of subcontractor payment to SMART for the previous payment period.

22. Public Transportation Employee Protective Arrangements

Applicability: All Transit Operations Contracts

The Contractor agrees to comply with the following employee protective arrangements of 49 U.S.C. § 5333(b):

1. U.S. DOL Certification. Under this Contract or any Amendments thereto that involve public transportation operations that are supported with federal assistance, a certification issued by U.S. DOL is a condition of the Contract.
2. Special Warranty. When the Contract involves public transportation operations and is supported with federal assistance appropriated or made available for 49 U.S.C. § 5311, U.S. DOL will provide a Special Warranty for its Award, including its Award of federal assistance under the Tribal Transit Program. The U.S. DOL Special Warranty is a condition of the Contract.
3. Special Arrangements. The conditions of 49 U.S.C. § 5333(b) do not apply to Contractors providing public transportation operations pursuant to 49 U.S.C. § 5310. FTA reserves the right to make case-by-case determinations of the applicability of 49 U.S.C. § 5333(b) for all transfers of funding authorized under title 23, United States Code (flex funds), and make other exceptions as it deems appropriate, and, in those instances, any special arrangements required by FTA will be incorporated herein as required.

23. Restrictions on Lobbying

Applicability: All Contracts > \$100,000

Conditions on use of funds.

- (a) No appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) Each person who requests or receives from an agency a Federal contract, grant, loan, or cooperative agreement shall file with that agency a certification, that the person has not made, and will not make, any payment prohibited by paragraph (a) of this section.

- (c) Each person who requests or receives from an agency a Federal contract, grant, loan, or a cooperative agreement shall file with that agency a disclosure form if such person has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered Federal action), which would be prohibited under paragraph (a) of this section if paid for with appropriated funds.
- (d) Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan shall file with that agency a statement, whether that person has made or has agreed to make any payment to influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with that loan insurance or guarantee.
- (e) Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan shall file with that agency a disclosure form if that person has made or has agreed to make any payment to influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with that loan insurance or guarantee.

Certification and disclosure.

(a) Each person shall file a certification, and a disclosure form, if required, with each submission that initiates agency consideration of such person for:

- (1) Award of a Federal contract, grant, or cooperative agreement exceeding \$100,000; or
- (2) An award of a Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding \$150,000.

(b) Each person shall file a certification, and a disclosure form, if required, upon receipt by such person of:

- (1) A Federal contract, grant, or cooperative agreement exceeding \$100,000; or
- (2) A Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding \$150,000, Unless such person previously filed a certification, and a disclosure form, if required, under paragraph (a) of this section.

(c) Each person shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under paragraphs (a) or (b) of this section. An event that materially affects the accuracy of the information reported includes:

- (1) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or

(2) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or,

(3) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

(d) Any person who requests or receives from a person referred to in paragraphs (a) or (b) of this section:

- (1) A subcontract exceeding \$100,000 at any tier under a Federal contract;
- (2) A subgrant, contract, or subcontract exceeding \$100,000 at any tier under a Federal grant;
- (3) A contract or subcontract exceeding \$100,000 at any tier under a Federal loan exceeding \$150,000; or,
- (4) A contract or subcontract exceeding \$100,000 at any tier under a Federal cooperative agreement, Shall file a certification, and a disclosure form, if required, to the next tier above.

(e) All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the person referred to in paragraphs (a) or (b) of this section. That person shall forward all disclosure forms to the agency.

(f) Any certification or disclosure form filed under paragraph (e) of this section shall be treated as a material representation of fact upon which all receiving tiers shall rely. All liability arising from an erroneous representation shall be borne solely by the tier filing that representation and shall not be shared by any tier to which the erroneous representation is forwarded. Submitting an erroneous certification or disclosure constitutes a failure to file the required certification or disclosure, respectively. If a person fails to file a required certification or disclosure, the United States may pursue all available remedies, including those authorized by section 1352, title 31, U.S. Code.

(g) For awards and commitments in process prior to December 23, 1989, but not made before that date, certifications shall be required at award or commitment, covering activities occurring between December 23, 1989, and the date of award or commitment. However, for awards and commitments in process prior to the December 23, 1989 effective date of these provisions, but not made before December 23, 1989, disclosure forms shall not be required at time of award or commitment but shall be filed within 30 days.

(h) No reporting is required for an activity paid for with appropriated funds if that activity is allowable under either subpart B or C.

24. Safe Operation of Motor Vehicles.

Applicability: All Contracts

Seat Belt Use

The Contractor is encouraged to adopt and promote 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. The terms "company-owned" and "company-leased" refer to vehicles

owned or leased either by the Contractor or SMART.

Distracted Driving

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 Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this Contract.

25. 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 Updated February 2024 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.

26. Simplified Acquisition Threshold

Applicability: All Contracts > \$350,000

Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. § 1908, or otherwise set by law, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. (Note that the simplified acquisition threshold determines the procurement procedures that must be employed pursuant to 2 C.F.R. §§ 200.317–200.327. The simplified acquisition threshold does not exempt a procurement from other eligibility or processes requirements that may apply. For example, Buy America’s eligibility and process requirements apply to any procurement in excess of \$150,000. 49 U.S.C. § 5323(j)(13).)

27. Solid Wastes (Recovered Materials).

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.

28. Special DOL EEO Clause

Applicability: All Construction Contracts > \$10,000

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

29. 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.

30. 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 Default (Construction) If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will ensure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provision of this contract, SMART may terminate this contract for default. SMART shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, SMART may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to SMART resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by SMART in completing the work.

The Contractor's right to proceed shall not be terminated nor shall the Contractor be charged with damages under this clause if:

1. The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of another contractor in the performance of a contract with SMART, epidemics, quarantine restrictions, strikes, freight embargoes; and
2. The Contractor, within [10] days from the beginning of any delay, notifies SMART in writing of the causes of delay. If, in the judgment of SMART, the delay is excusable, the time for completing the work shall be extended. The judgment of SMART shall be final and conclusive for the parties, but subject to appeal under the Disputes clause(s) of this contract.
3. If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of SMART.

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

31. Veterans Hiring Preference.

Applicability: All Construction Contracts

Veterans Employment - Construction contracts of Federal financial assistance shall ensure that contractors working on a capital project funded using such assistance give a hiring preference, to the extent practicable, to veterans (as defined in section 2108 of title 5) who have the requisite skills and abilities to perform the construction work required under the contract. This subsection shall not be understood, construed or enforced in any manner that would 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.

32. 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 SMART, 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.

33. Conformance with National ITS Architecture

Applicability: All ITS Contracts

Intelligent Transportation Systems (ITS) projects shall conform to the National ITS Architecture and standards pursuant to 23 CFR § 940. 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. Development of the regional ITS architecture should be consistent with the transportation planning process for Statewide and Metropolitan Transportation Planning (49 CFR Part 613 and 621).

34. Federal Tax Liability and Recent Felony Convictions

Applicability: All Contracts

(1) The contractor certifies that it:

- (a) 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 is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
- (b) Was not convicted of the felony criminal violation under any Federal law within the preceding 24 months. If the contractor cannot so certify, SMART will refer the matter to FTA or FEMA as applicable and not enter into any Third Party Agreement with the Third Party Participant without FTA's or FEMA's written approval.

(2) Flow-Down. The Contractor shall flow this requirement down to subcontractors at all lower tiers, without regard to the value of any subagreement.

35. 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.

36. Trafficking in Persons

Applicability: All Contracts

The contractor agrees that it and its employees that participate in this contract, may not:

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

37. Geographic Restrictions.

Applicability: All Contracts

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

38. Metric System.

Applicability: All Contracts

To the extent required by U.S. DOT 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 or FTA. To the extent practicable and feasible, SMART agrees to accept products and services with dimensions expressed in the metric system of measurement.

39. 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, FEMA, and the appropriate U.S. EPA Regional Office.

40. 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.

41. 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.

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. 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.

44. 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 FEMA pre-approval when applicable.

45. Whistleblower Protections

Applicability: All Contracts

An employee of the Contractor or Subcontractor must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in paragraph (a)(2) of 41 U.S.C. 4712 information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant. The Contractor and their subcontractors must inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. 4712. See statutory requirements for whistleblower protections at 10 U.S.C. 4701, 41 U.S.C. 4712, 41 U.S.C. 4304, and 10 U.S.C. 4310.

46. Small and Minority Businesses, Women's Business Enterprises

Applicability: All Contracts

When possible, the Contractor should ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are considered in accordance with 2 C.F.R. § 200.321.

Such considerations include:

- Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- Assuring that such businesses are solicited whenever they are potential sources;
- Dividing total requirements into smaller tasks or quantities to permit maximum participation;
- Establishing delivery schedules to encourage participation;
- Using the services and assistance of organizations such as SBA and the Minority Business Development Agency.
- Requiring the Contractor under a Federal award to apply this section to subcontracts.



EXHIBIT C

FEDERAL WAGE DETERMINATION

**ST. VINCENT'S REINFORCED CONCRETE BOX CULVERT
(RBC) REINFORCED FILL (ML MP 22.18 & 22.28)**

ON FILE WITH CLERK OF THE BOARD



INVITATION FOR BID

FOR

**ST. VINCENT'S REINFORCED CONCRETE BOX CULVERT
(RBC) REINFORCED FILL (ML MP 22.18 & 22.28)**

ON FILE WITH CLERK OF THE BOARD



ATTACHMENT B GENERAL CONDITIONS

for the

**ST. VINCENT'S REINFORCED CONCRETE BOX CULVERT
(RBC) REINFORCED FILL (ML MP 22.18 & 22.28)**

CONTRACT NO. CV-BB-26-004

ON FILE WITH CLERK OF THE BOARD



SONOMA-MARIN AREA RAIL TRANSIT DISTRICT

ATTACHMENT C

GENERAL REQUIREMENTS

**ST. VINCENT'S REINFORCED CONCRETE BOX
CULVERT (RBC) REINFORCED FILL (ML MP 22.18 &
22.28)**

CONTRACT NO. CV-BB-26-004

ON FILE WITH CLERK OF THE BOARD



SONOMA - MARIN AREA RAIL TRANSIT
DISTRICT

ATTACHMENT D
PLANS & TECHNICAL SPECIFICATIONS

ST. VINCENT'S REINFORCED
CONCRETE BOX CULVERT (RBC)
REINFORCED FILL (ML MP 22.18 & 22.28)

CONTRACT NO. CV-BB-26-004

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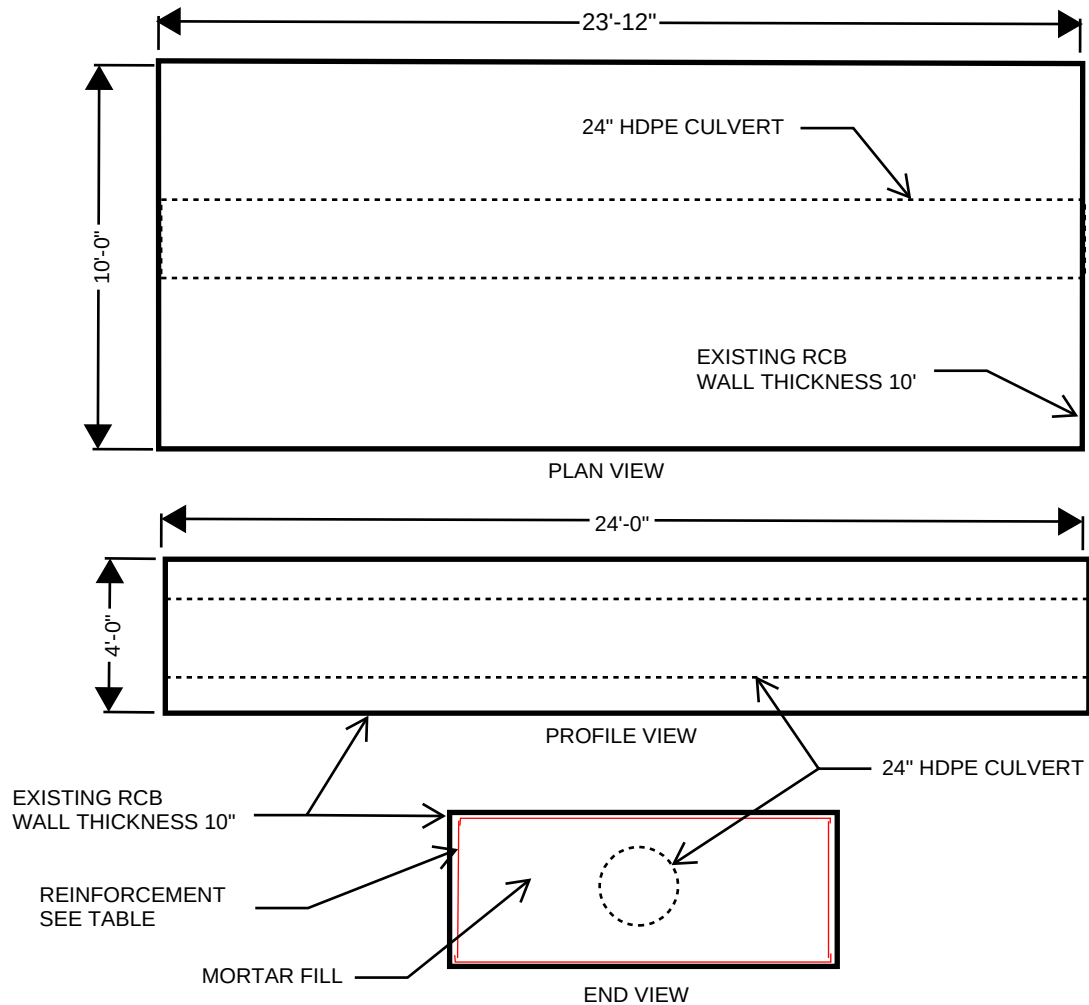
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SECTION 03 15 00 CONCRETE ACCESSORIES

SECTION 03 20 00 CONCRETE REINFORCING

SECTION 03 61 11 NON-SHRINK GROUT



REINFORCEMENT

- 2" TO 3" CLEAR ALL AROUND (DOBIES UNDER)
- 1' OVERLAP MIN. AT ALL REBAR JOINS
- #9 VERTICAL BARS MAY BE USED TO SUPPORT CENTER OF TOP MAT IF NECESSARY TO PREVENT SAGGING (NOT INCLUDED IN MATERIALS QUANTITY ESTIMATE)

TOP MAT: #9 @ 12" BOTH WAYS
 BOTTOM MAT: #5 @ 12" BOTH WAYS
 VERTICAL: #4 @ 12" VERTICAL ONLY

FORMWORK AND FILL

- TOTAL OF FOUR (4) RCB's TO BE FILLED
- TIMBER FORMWORK AS NEEDED AT RCB ENDS TO ALLOW MORTAR TO COMPLETELY FILL RCB
- CONCRETE ANCHORS INTO RCB TO SUPPORT FORMWORK IS ALLOWABLE
- CORE HOLES IN EXPOSED TOP OF RCB TO ALLOW PUMPING OF MORTAR IS ALLOWABLE. HOLES SHALL BE FILLED
- VOIDS, IF ANY, AT ENDS SHALL BE PATCHED AFTER FORM REMOVAL

MATERIALS TABLE

Estimated quantities - Contractor shall verify quantities with their own take-offs

Description	Unit	Quantity
Grout	CY	131
Double Wall HDPE:	LF	96
#4 Rebar:	Lbs	737
#5 Rebar:	Lbs	2,194
#9 Rebar:	Lbs	7,154
Dobies:	As Needed	
Tie Wire:	As Needed	
Forming Timbers:	As Needed	

SPECIFICATIONS

03 11 00 CONCRETE FORMING
 03 15 00 CONCRETE ACCESSORIES
 03 20 00 CONCRETE REINFORCING
 03 61 11 NON-SHRINK GROUT

SMART - RCB REPAIR
MP22.18 & MP22.28
JANUARY 2026

SECTION 03 11 00

CONCRETE FORMING

PART 1 - GENERAL

1.01 SUMMARY

A. This Section includes:

1. Transport, labor, materials, and equipment to design, install, and remove formwork, including screeds, and related work for cast-in-place concrete.
2. Setting in forms, anchor bolts, metal inserts, sleeves, etc., embedded in concrete.
3. Miscellaneous concrete work, including but not limited to areaways, cast-in-place valve boxes, pits, splash blocks, equipment bases, and other items as shown or required to complete the work.

1.02 REFERENCES

A. ACI: American Concrete Institute:

1. ACI 117, Specifications for Tolerances for Concrete Construction and Materials.
2. ACI 347, Guide to Formwork for Concrete.
3. ACI 318, Building Code Requirements for Structural Concrete.

B. SSPWC: Standard Specifications for Public Works Construction.

C. AREMA: American Railway Engineering and Maintenance of Way Association.

D. CPUC: California Public Utilities Commission, General Orders 26-D and 118.

E. CBC: California Building Code (CCR Title 24 Part 2).

1.03 SUBMITTALS – NOT USED

1.04 QUALITY ASSURANCE

A. Quality Assurance:

1. Construct forms according to ACI 347 and conforming to tolerances specified in ACI 301, as applicable, unless exceeded by code requirements or otherwise indicated or specified.

1.05 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials for forms in timely manner to ensure uninterrupted progress.
- B. Store materials by methods that prevent damage and permit ready access for inspection and identification.

PART 2 – PRODUCTS

2.01 GENERAL

- A. Except for metal forms, use all new material. Non-metal materials may be reused provided they are completely cleaned and reconditioned, re-coated for each use, and are still capable of producing concrete work of required quality.

2.02 FORM MATERIAL

- A. Form Lumber: WCLIB Construction grade or better, WWPA No. 1 or better, or equal. Use dimensions as required to support required loads, but not less than 2 inch x 4 inch.
- B. Form Plywood: PS 1, Group I, Exterior Grade B-B plyform or better, minimum 5-ply and $\frac{3}{4}$ inch thick for exposed locations grade marked, not mill oiled. Plywood having medium or high density overlay is acceptable.
- C. Coated Form Plywood: For exposed architectural concrete, plastic overlaid plywood of grade specified above, factory coated with a form coating and release agent.
- D. Form Ties: Prefabricated rod, flat band, wire, internally threaded disconnecting type, or equal, not leaving metal within 1 inch of concrete surface.
- E. Form Coating: Non-staining clear coating free from oil, silicone, wax, not grain-raising. Where form liners are used, provide form coatings recommended by form liner manufacturer.
- F. Form Liner: Rigid or resilient, types as shown on the drawings for the patterns indicated, matching approved sample.
- G. Chamfer Strips: Clear white pine with planes surface against concrete.

PART 3 - EXECUTION

3.01 FORMWORK

- A. Fabricate forms for easy removal without hammering or prying against concrete surfaces. Provide crush plates or wrecking plates where stripping may damage cast concrete surfaces.
- B. Kerf wood inserts for forming keyways, reglets, recesses, and the like, to prevent swelling and assure ease of removal.

- C. Provide for openings, offsets, keyways, recesses, moldings, reglets, chamfers, blocking, screeds, bulkheads, anchorages, inserts, and other features as required.
- D. Form ties shall be of the removable-end, permanently embedded body type and shall have sufficient strength and rigidity to support and maintain the form in proper position and alignment without the use of auxiliary spreaders.
- E. Formwork shall not be braced against track that will be used for the passing of trains.
- F. Formwork including all bracing shall not impair the railroad track clearances specified by CPUC.
- G. Conform to ACI 301 and ACI 347 except as exceeded by the requirements of Code, regulatory agencies, or specifications. Formwork tolerances shall conform to ACI 117.
- H. At station platforms make provision for expansion joints at all re-entrant corners and at a maximum of 20 feet in each direction.
- I. Corners and Angles: Provide 3/4 inch by 3/4 inch beveled chamfer strips for all exposed concrete corners and angles unless otherwise indicated. Form concealed concrete corners and angles square unless otherwise indicated.
- J. Reglets and Rebates: Form required reglets and rebates to receive frames, flashing, and other equipment. Obtain required dimensions, details, and precise positions for work to be installed under other sections and form concrete accordingly.
- K. Form Joints: Fill joints to produce smooth surfaces and intersections. Use polymer foam or equivalent fillers at joints and where forms abut or overlap existing concrete to prevent leakage of mortar.
- L. Recesses, Drips, and Profiles: Provide smooth milled wood or preformed rubber or plastic shapes of types shown and required.
- M. Cleanouts and Cleaning: Provide temporary openings in all wall forms and other vertical forms for cleaning and inspection. Clean forms and surfaces to receive concrete prior to placing.
- N. Re-Use: Clean and recondition form material before re-use.

3.02 FORM CONSTRUCTION

- A. Notify Quality Manager one full working day prior to concrete placement, so that the forms can be inspected. Contractor shall correct any defective work found in Quality Manager's inspection, prior to delivery of concrete to the project. Formwork surfaces that were in good condition and accepted for use, but were damaged during removal and handling, shall not be reused on additional pours.

- B. Forms shall be braced or tied to maintain the desired position, shape, and alignment during and after concrete placement.
- C. Form panels on each side of the panel joint shall be precisely aligned, by means of supports or fasteners common to both panels, to result in a continuous unbroken concrete plane surface.
- D. Forms shall be brought to a true line and grade, or a wooden guide strip shall be provided at the proper location on the forms so that the top surface can be finished with a screed or template for concrete which is to be finished to a specified elevation, slope, or contour.
- E. Support form materials by structural members spaced sufficiently close to prevent deflection. Undulations exceeding either 3/32 inch or 1/270 of the center-to-center distance between studs, joists, form stiffeners, form fasteners, or wales are unacceptable and will be rejected by Quality Manager. Formwork tolerances shall not exceed the limits in ACI 117.
- F. Provide formwork sufficiently tight to prevent leakage of cement paste during concrete placement. Solidly butt joints and provide backup material at joints as required to prevent leakage and fins.
- G. Accurately place and securely support items to be built into the concrete.
- H. Sides of all footings and grade beams shall be formed, unless permission is obtained to place concrete directly against earth. Where this permission is granted, the footing or grade beam dimension shall be increased by 3 inches. Remove formwork prior to backfilling operations.
- I. Should any form or forming system, even though previously approved for use, produce a concrete surface with unacceptable undulations, its use shall be discontinued until modifications satisfactory to Quality Manager have been made.

3.03 FORM COATINGS

- A. Coat form contact surfaces with form coating material before reinforcement is placed.
- B. Do not allow excess form coating to accumulate in the forms or to come in contact with surfaces that will bond to fresh concrete.
- C. Apply form coating in strict accordance with the manufacturer's written recommendations.

3.04 CONCRETE PLACEMENT

- A. The rate of deposition of concrete in forms shall be controlled to prevent deflections of the forms or form panels in excess of the deflections permitted by these specifications.

3.05 REMOVAL OF FORMS

- A. Take care in removing forms to avoid surface gouging, corner or edge breakage, and other damage to the concrete.
- B. Solidly pack form tie holes, rod holes, and similar holes in the concrete as specified in Section 03 30 00, Cast-In-Place Concrete.
- C. Remove forms in accordance with SSPWC Section 303-1.4.
- D. Do not remove concrete forms until concrete attains sufficient strength to support its own weight and all superimposed loads as determine by testing field cured concrete cylinders, but not sooner than specified in ACI 347, paragraph 3.7.
- E. Store reusable forms for exposed architectural concrete to prevent damage to contact surfaces.

3.06 FORMWORK TOLERANCES

- A. Deflection: Limit deflection of forming surfaces from concrete pressure to L/240.
- B. Finish Lines of Concrete: Position formwork to maintain hardened concrete finish lines within following permissible deviations.
 - 1. Variation from Plumb:

a.	In 10 feet	1/4 inch
b.	In 20 feet	3/8 inch
c.	In 40 feet or more	3/4 inch
 - 2. Variation from Level or Grades Indicated

a.	In 10 feet	1/4 inch
b.	In 20 feet	3/8 inch
c.	In 40 feet or more	3/4 inch
 - 3. Cross-Sectional Dimensions

a.	Minus	1/4 inch
b.	Plus	1/2 inch

- C. Slab Openings: Variations in size and location of sleeves and slab openings shall not exceed 1/4 inch.
- D. Station Platforms: The platform edge facing the track shall be formed and built to the following tolerances:
 - 1. Vertical edge of the platform shall be constructed at 5'-7" from design track centerline, with horizontal tolerance of 1/4" +/-.
 - 2. Top surface of the platform shall be constructed at 4'-0" above design top of rail with a vertical tolerance of +0 / -1/4".

3.07 SURVEY AND ADJUSTMENT

- A. Check forms before and during placement of concrete using an instrument and make corrections as work proceeds.

3.08 EMBEDDED PIPING AND ROUGH HARDWARE

- A. Where work of other sections require openings for passage of pipes, conduits, and other inserts in the concrete, obtain all dimensions and other information from installer of same. All necessary pipe sleeves, anchors, or other required inserts shall be accurately installed as part of the work of other sections, according to following requirements.
- B. Conduits or Pipes: Locate so as not to reduce strength of concrete. In no case place pipes, other than conduits, in a slab 4-1/2 inches thick or less. Conduit buried in a concrete slab shall not have an outside diameter greater than 1/3 the slab thickness nor be placed below the bottom reinforcing steel or over top reinforcing steel.
- C. Sleeves: Pipe sleeves may pass through slabs or walls if not exposed to rusting or other deterioration and are of uncoated or galvanized iron or steel. Provide sleeves of diameter large enough to pass any hub or coupling on pipe, including any insulation.
- D. Conduits: Conduits may be embedded in walls only if the outside diameter does not exceed 1/3 the wall thickness, are spaced no closer than 3 diameters on centers, and do not impair the strength of the structure.

3.09 FIELD QUALITY CONTROL

- A. Inspection: Obtain inspection and approval of forms from Quality Manager before placing concrete.

END OF SECTION

SECTION 03 15 00
CONCRETE ACCESSORIES

PART 1 – GENERAL

1.01 SECTION INCLUDES

- A. Joint fillers.
- B. Joint sealing compound.
- C. Elastomeric joint seals.
- D. Plastic pads, spacers, and fillers.

1.02 RELATED SECTIONS

- A. Waterstops are specified in Section 03 15 13 - Waterstops.
- B. Elastomeric bearing pads are specified in Section 03 15 15 - Elastomeric Bearing Pads.
- C. Elastomeric noise abatement seals at trackway acoustical barriers are specified in Section 03 40 00 - Precast Concrete.
- D. Metal stair nosings, armor protection for concrete edges, metal anchors, inserts, sleeves, and various metal accessories related to cast-in-place concrete work are specified in Section 05 50 00 - Metal Fabrications.
- E. Expansion and seismic control joints are specified in Section 07 95 00 - Expansion Control.
- F. Calking and sealants related to the sealing of openings in walls and weatherproofing of station structures are specified in Section 07 90 00 - Joint Protection.

1.03 REFERENCES

- A. American Society for Testing and Materials (ASTM):
 - 1. ASTM C272 Test Method for Water Absorption of Core Materials for Structural Sandwich Constructions
 - 2. ASTM C578 Specification for Rigid, Cellular Polystyrene Thermal Insulation
 - 3. ASTM C920 Specification for Elastomeric Joint Sealant

- | | | |
|-----|------------|--|
| 4. | ASTM D994 | Specification for Preformed Expansion Joint Filler for (Bituminous Type) |
| 5. | ASTM D1190 | Specification for Concrete Joint Sealer, Hot-Applied Elastic Type |
| 6. | ASTM D1621 | Test Method for Compressive Properties of Rigid Cellular Plastics |
| 7. | ASTM D1622 | Test Method for Apparent Density of Rigid Cellular Plastics |
| 8. | ASTM D1751 | Specification for Preformed Expansion Joint Filler for Concrete Paving and Structural Construction (Nonextruding and Resilient Bituminous Types) |
| 9. | ASTM D2628 | Specification for Preformed Polychloroprene Elastomeric Joint Seals for Concrete Pavements |
| 10. | ASTM D3405 | Specification for Joint Sealants, Hot-Applied, for Concrete and Asphalt Pavements |
| 11. | ASTM D3406 | Specification for Joint Sealant, Hot-Applied, Elastomeric-Type, for Portland Cement Concrete Pavements |
| 12. | ASTM D3542 | Specification for Preformed Polychloroprene Elastomeric Joint Seals for Bridges |
| 13. | ASTM E84 | Test Method for Surface Burning Characteristics of Building Materials |

B. American Railway Engineering & Maintenance-of-Way Association (AREMA):

1. Manual for Railway Engineering

1.04 SUBMITTALS

- A. General: Refer to Section 01 33 00 - Submittal Procedures, and Section 01 33 23 - Shop Drawings, Product Data, and Samples, for submittal requirements and procedures.
- B. Shop Drawings: Submit drawings showing locations of all joints to be filled and sealed.
- C. Product Data: Submit manufacturers' product data of joint fillers, sealing compounds, elastomeric joint seals, and plastic materials, verifying compliance with specified requirements.

PART 2 – PRODUCTS

2.01 MATERIALS

- A. Joint Filler: Premolded, of sizes and thickness indicate, conforming to ASTM D994 or ASTM D1751, as applicable.

1. For structural joints and joints subject to movement, provide elastomeric joint seals conforming to ASTM D2628 or ASTM D3542, as applicable.

- B. Joint Sealing Compound: Concrete joint sealant, conforming to ASTM C920 (Type S or M, Class 25, Use T), ASTM D1190, ASTM D3405, or ASTM D3406, as applicable, for sealing of expansion (isolation) and contraction (control) joints in slabs and at junctions of slabs and vertical surfaces.

Color of joint sealant shall be as selected by the Engineer from manufacturer's standards.

1. For asphalt pavements, provide ASTM D3405 sealant only. For concrete pavements and roadways, provide ASTM C920 or ASTM D3406 sealant.

- C. Elastomeric Joint Seals: Preformed solid or multi-web design, virgin crystalization-resistant polychloroprene (neoprene) conforming with ASTM D2628 or ASTM D3542, as applicable. Seals shall be designed to function in a compressed installation mode.

1. Lubricant Adhesive: ASTM D2628 or ASTM D3542, as applicable.

- D. Plastic Pads, Spacers, and Fillers: Extruded closed-cell polystyrene rigid board meeting requirements of ASTM C578, Type V, with the following physical properties:

1. Minimum weight and density when tested in accordance with ASTM D1622: 3.0 pounds per cubic foot.
2. Minimum compressive strength when tested in accordance with ASTM D1621: 100 pounds per square inch.
3. Maximum water absorption when tested in accordance with ASTM C272: 0.10 percent by volume.
4. Maximum allowable flame spread when tested in accordance with ASTM E84: 10 flame- spread index (UBC Class I).

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Verify that joint surfaces are dry to the extent necessary for successful sealant application as recommended by the sealant manufacturer.

- B. Verify also that ambient and concrete-surface temperatures and humidity are within the ranges recommended by the manufacturer for successful sealant application.

3.02 PREPARATION

- A. Thoroughly clean joints free of dirt, debris, dust, and laitance.
- B. Prime joint surfaces, where required, as recommended by the manufacturer of the joint sealing compound or elastomeric joint seal, as applicable.
- C. Mix multi-component sealing compound as recommended by the manufacturer.

3.03 INSTALLATION

- A. Installation/Application Requirements: Joint fillers and sealing compounds shall be installed in accordance with the respective manufacturers' installation and application instructions. Comply also with ASTM D1190, ASTM D3405, Appendix XI., and ASTM D3406, Appendix XL, for application of sealants, as applicable. Coordinate the placement of joint fillers and securing them in position with the work of Section 03 11 00 - Concrete Formwork.
- B. Expansion (Isolation) Joints:
 - 1. Provide premolded joint filler to full depth of slabs, less 1/2 inch. Install joint filler with top edge 1/2 inch below the surface, and tool adjacent concrete edges to a 1/4-inch radius. Use steel pins to hold material in place during placing and floating of concrete. Finished joints shall be tight and leakproof.
 - 2. After a minimum of 28 days after slabs have been placed and finished, fill expansion joints with joint sealing compound to 1/8 inch below surface of slabs. No traffic shall be permitted to travel over sealed joints until sealing compound has properly cured.
- C. Contraction (Control) Joints: Saw-cut contraction joints and weakened plane joints shall be filled with joint sealing compound in areas and locations indicated. Joints shall be filled and tooled flush to within 1/16 inch of the slab surface.
- D. Roadway and Bridge: Provide elastomeric joint seals as applicable to the conditions. Install as indicated and in accordance with the manufacturer's installation instructions and recommendations.
- E. Plastic Pads, Spacers, and Fillers: Install as indicated over or against clean surfaces. Apply adhesive where required to hold material in place.

END OF SECTION

SECTION 03 20 00

CONCRETE REINFORCING

PART 1 - GENERAL

1.01 SUMMARY

- A. This Section specifies the labor, materials, and equipment necessary and incidental to placing reinforcing bars and mesh for cast-in-place concrete and masonry. It also specifies miscellaneous concrete work, including but not limited to areaways, cast-in-place valve boxes, pits, splash blocks, equipment bases, and other items as shown or required to complete the work as indicated in the Contract Drawings.

1.02 REFERENCES

- A. Reference Standards:
 - 1. American Concrete Institute (ACI):
 - a. ACI 301, Specifications for Structural Concrete.
 - b. ACI 318, Building Code Requirements for Structural Concrete.
 - c. ACI SP-66, ACI Detailing Manual.
 - 2. ASTM International (ASTM):
 - 3. American Welding Society (AWS):
 - a. AWS D1.4, Structural Welding Code—Reinforcing Steel.
 - 4. California Department of Transportation (Caltrans): Standard Specifications Section 52, Reinforcement.
 - 5. American Railway Engineering and Maintenance-of-Way Association (AREMA)
 - a. Manual for Railway Engineering.

1.03 SUBMITTALS

- A. General
 - 1. Submittals shall be made in accordance with Section 01 33 00 included in the General Requirements.
- B. Plans and Procedures:

1. Plan, procedures, and materials for anchoring reinforcing bars into existing concrete.
- C. Certificates:
 1. Manufacturer or supplier's certification that products meet specified requirements.
 2. Welding operator's certificate.
- D. Product Data and Shop Drawings:
 1. Shop Drawings indicating bar sizes, spacing, locations, and quantities of reinforcing steel and wire fabric, bending and cutting schedules, supporting and spacing devices, and lengths of any lap splices.
 2. Product data for mechanical couplers.
 3. Product data for epoxy bonding adhesive.

1.04 QUALITY ASSURANCE

- A. Quality Assurance
 1. Perform work in accordance with ACI 301, ACI SP-66, ACI 318, and Caltrans Standard Specifications.
 2. Employ certified welding operators for all welding both in shop and in field if welding rebar is required.

1.05 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials in a timely manner to ensure uninterrupted progress.
- B. Store materials by methods that permit ready access for inspection and identification.
- C. Bundle bars, tag with identification, and transport and store so as not to damage any material. Use tags indicating size, length, and other marking shown on placement drawings. Maintain tags after bundles are broken.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Reinforcing Steel: ASTM A615 or ASTM A706, Grade 60, for structural concrete.
- B. Spiral Reinforcement: ASTM A82.

- C. Mechanical Couplers: Sleeve-threaded per Caltrans Standard Specifications Section 52 - 1.08C(2).
- D. Magnesium Phosphate Concrete: Conform to Caltrans Standard Specifications Section 51-1.02C.
- E. Welded Wire Fabric: ASTM A185, furnished in sheets only.
- F. Welding Electrodes: AWS D1.4, Table 5.1 and 5.5 low hydrogen electrodes, E9018 for Grade 60 steel, E70XX Series for grade 40 steel.

2.02 ACCESSORY MATERIALS

- A. Tie Wire: ASTM A82, annealed copper-bearing steel, minimum 0.0625 inch (16 gauge) uncoated diameter.
- B. Tie Wire shall be galvanized only if indicated in the Drawings.
- C. Chairs and Similar Support Items:
 - 1. Standard manufactured products conforming to CRSI Manual of Standard Practice.
 - 2. Use dense precast concrete supports with embedded wire ties for reinforcement placed on grade. Elsewhere, use wire bar supports.
 - 3. Items in contact with formed surfaces shall not have the potential of staining concrete surfaces exposed to view.

2.03 FABRICATION

- A. Comply with CRSI Manual of Standard Practice for fabrication of reinforcing steel.
- B. Fabricate bars of the indicated sizes and bend and form to required shapes and lengths by methods not injurious to materials. Do not heat reinforcement for bending. Bend bars No. 6 size and larger in the shop only. Bars with unscheduled kinks or bends are subject to rejection. Use only tested and approved bar materials.
- C. Use only ASTM A706 steel where welding is proposed. Perform welding, where shown or approved, by the direct electric arc process in accordance with AWS D1.4 using specified low-hydrogen electrodes. Preheat 6 inches each side of joint. Protect joints from drafts during the cooling process; accelerated cooling is prohibited. Do not tack weld bars. Clean metal surfaces to be welded of all loose scale and foreign material. Clean welds each time electrode is changed and chip burned edges before placing welds.

1. When wire brushed, the completed welds must exhibit uniform section, smooth welded metal, feather edges without undercuts or overlays, freedom from porosity and clinkers, and good fusion and penetration into the base metal. Cut out welds or parts of welds found defective with chisel and replace with proper welding. Prequalification of welds shall be in accordance with Code.

PART 3 - EXECUTION

3.01 PLACEMENT

- A. Coordinate with placement of formwork, formed openings, and other work.
- B. Install mechanical couplers in accordance with manufacturer's instructions.
- C. Place, support, and secure reinforcement against displacement. Do not deviate from required position. Spot welding of chairs or other items to reinforcing steel is not permitted.
- D. Provide additional reinforcing bars at wall and slab openings as detailed. Before placing bars, and again before concrete is placed, clean bars of loose mill scale, oil, or any other coating that might destroy or reduce bond.
- E. Drill, install, and bond reinforcing steel dowels into existing concrete as indicated on the drawings, in accordance with Caltrans Standard Specifications Section 52 using the approved magnesium phosphate concrete (not mortar) and in accordance with the approved plan, procedures, and materials.
- F. Maintain concrete cover around reinforcing as indicated on drawings.
- G. Accurately place bars and wire tie in precise position where bars cross. Bend ends of wire ties away from the forms. Wire tie bars to corners of ties and stirrups. Support bars according to CRSI's Placing Reinforcing Bars using approved accessories and chairs. Place precast concrete cubes with embedded wire ties to support reinforcing steel bars in concrete placed on grade and in footings. Use care not to damage vapor barriers where they occur.
- H. Provide stainless steel or exterior quality vinyl plastic tipped chairs, bolsters, and accessories where exposed on exterior or interior concrete surfaces not to be painted or permanently covered.
- I. Do not splice reinforcing bars at the points of maximum stress except where indicated. Lap splices as shown or required to develop the full strength or stress of bars. Stagger splices in horizontal wall bars at least 48 inches longitudinally in alternate bars and opposite faces.
- J. Field weld bars only where specified for fabrication.
- K. Take adequate precautions to assure that reinforcing position and spacing is maintained during placement of concrete.

- L. Lap one full mesh plus 2 inches, but not less than 6 inches. At splices, wire tie, and support the same as specified for bars.

3.02 FIELD QUALITY CONTROL

- A. Quality Manager will perform field inspections under Section 01 45 00 included in the General Requirements. Reinforcement shall be placed in accordance with the approved detailed shop drawings.
 - 1. Obtain inspection and approval of reinforcing before concrete is placed.
 - 2. Whether welding is done in the shop or at the site, perform welding of reinforcing bars under inspection of the testing laboratory welding inspector retained by the Contractor.

END OF SECTION

SECTION 03 61 11

NON-SHRINK GROUT

PART 1 – GENERAL

1.01 SECTION INCLUDES

- A. Cementitious Grout
- B. Epoxy Grout
- C. Epoxy Adhesive

1.02 RELATED SECTIONS

- A. Masonry grout for filling cells of unit masonry is specified in Section 04 22 00 - Concrete Unit Masonry.
- B. Grout for filling and finishing joints of ceramic tile and cut stone is specified in applicable sections under Division 9 - Finishes.

1.03 DEFINITION

- A. For the purpose of these Specifications, "non-shrink grout" shall be defined as a high-strength mortar or grout which does not shrink in the plastic state, is dimensionally stable in the hardened state, and bonds permanently to a clean metal baseplate and concrete substrate.

1.04 REFERENCES

- A. American Concrete Institute (ACI):
 - 1. ACI 503.2 Specification for Bonding Plastic Concrete to Hardened Concrete with a Multi-Component Epoxy Adhesive
- B. American Society for Testing and Materials (ASTM):
 - 1. ASTM C109 Test Method for Compressive Strength of Hydraulic Cement Mortars (Using 2-in. or 50-mm Cube Specimens)
 - 2. ASTM C157 Test Method for Length Change of Hardened Hydraulic-Cement Mortar and Concrete
 - 3. ASTM C579 Test Methods for Compressive Strength of Chemical Resistant Mortars, Grouts, Monolithic Surfacing and Polymer Concretes

- | | | |
|----|------------|--|
| 4. | ASTM C827 | Test Method for Change in Height at Early Ages of Cylindrical Specimens from Cementitious Mixtures |
| 5. | ASTM C881 | Specification for Epoxy-Resin-Base Bonding Systems for Concrete |
| 6. | ASTM C1090 | Test Method for Measuring Changes in Height of Cylindrical Specimens from Hydraulic-Cement Grout |
| 7. | ASTM C1107 | Specification for Packaged Dry, Hydraulic-Cement Grout (Non-shrinkable) |
- C. U. S. Army Corps of Engineers, Concrete Research Division (CRD):
- | | | |
|----|----------|---|
| 1. | CRD-C620 | Standard Method of Sampling Fresh Grout |
| 2. | CRD-C621 | Non-shrink Grout |

1.05 SUBMITTALS

- A. General: Refer to Section 01 33 00 - Submittal Procedures, and Section 01 33 23 - Shop Drawings, Product Data, and Samples, for submittal requirements and procedures.
- B. Product Data: Submit manufacturer's product data and installation instructions.
- C. Certification: Submit certificates of compliance or laboratory test reports which indicate the following:
- | | |
|----|---|
| 1. | Materials used in the grout are free from metallic components and corrosion-producing elements. |
| 2. | Materials meet specified shrinkage and compressive strength requirements. |

1.06 ENVIRONMENTAL REQUIREMENTS

- A. Handle grout the same as concrete with regard to temperature and curing, as specified in Section 03 30 00 - Cast-In-Place Concrete and Section 03 35 00 - Concrete Finishing.

PART 2 – PRODUCTS

2.01 MATERIALS

- A. Cementitious Grout: Provide non-shrink, non-metallic, non-corrosive cement-based grout conforming to the following requirements:

1. Applicable Standards: ASTM C1107 and CRD-C621.
 2. Grout shall be manufactured specifically for use in supporting heavy loads (loads in excess of 300 pounds per square foot concentrated load or 100 pounds per square foot uniform load). Grout: ASTM C1107, Grade A, B, or C, as appropriate for the condition or circumstance.
 3. Shrinkage at 28 days: No shrinkage before hardening (0.00 shrinkage when tested in accordance with ASTM C827); no shrinkage after hardening (0.00 shrinkage when tested in accordance with CRD-C621).
 4. Compressive strength, minimum:
 - a. At one day: 1000 psi
 - b. At three days: 2500 psi
 - c. At seven days: 3500 psi
 - d. At 28 days: 5000 psi
 5. Initial setting time, after addition of water: approximately one hour at 70 degrees F.
 6. Provide nonsag trowelability or flowability as necessary for the particular application.
- B. Water: Clean and potable, free of impurities detrimental to grout.
- C. Epoxy Grout: Provide non-shrink, non-metallic, non-corrosive epoxy grout conforming to the following requirements:
1. Grout shall be manufactured specifically for use in supporting heavy loads.
 2. Shrinkage at 28 days: None (0.00 shrinkage when tested in accordance with ASTM C827 modified procedure) with a minimum effective bearing area (EBA) of 95 percent coverage of the tested base plate.
 3. Compressive strength, minimum: 10,000 psi at seven days, when tested in accordance with ASTM C579.
 4. Initial setting time: Approximately one hour at 70 degrees F.
 5. Provide flowable consistency as necessary for the particular application.
 6. Epoxy grouts which are volatile and which give off noxious fumes are not acceptable.
- D. Epoxy Adhesive: ASTM C881, Type V, epoxy-based bonding agent.

2.02 MIXING

- A. Mix grout ingredients for both cementitious grout and epoxy grout in accordance with the respective manufacturer's mixing instructions and recommendations. Mix grout materials in proper mechanical mixers.
- B. Mix grout as close to work area as possible.

2.03 SOURCE QUALITY CONTROL

- A. Inspections and Tests: Perform visual inspections and shrinkage tests using an appropriate independent testing laboratory, and strength tests as necessary to verify performance requirements of grout. Sampling and testing of grout shall conform with applicable ASTM or CRD-C620 requirements.
- B. Visual Inspections: Perform visual inspection of the grout mixing and placement to determine and verify that grout consistency, slump, and stiffness are appropriate and proper for the location and type of installation.
- C. Shrinkage Tests:
 - 1. Cementitious Grout: Grout shall meet the following performance requirements:
 - a. Expansion: 0.4 percent maximum at 3, 14, and 28 days. Grout shall exhibit no displacement when tested in accordance with ASTM C157.
 - b. Shrinkage: None (0.00 shrinkage at 28 days when tested in accordance with ASTM C827 and ASTM C1090). There shall be no vertical volume shrinkage of grout in the plastic or hardened stage at any time.
 - 2. Epoxy Grout: Grout shall meet the following performance requirements:
 - a. Expansion: Grout shall exhibit no displacement when tested in accordance with ASTM C827 and ASTM C157, modified procedures.
 - b. Shrinkage: None (0.00 shrinkage when tested in accordance with ASTM C827, modified procedure; specific gravity of indicator ball will be changed to approximately 1.0).
 - c. Effective Bearing Area: 95 percent minimum coverage of the tested base plate.
- D. Strength Tests: Compressive strength of grout shall meet the following requirements:

1. Cementitious Grout: 5,000 psi minimum at 28 days when tested in accordance with ASTM C109.
2. Epoxy Grout: 10,000 psi minimum at 7 days when tested in accordance with ASTM C579.

PART 3 – EXECUTION

3.01 SURFACE PREPARATION

- A. Concrete surfaces to receive grout shall be prepared by chipping, sandblasting, water blasting, or other accepted methods to remove defective concrete, laitance, dirt, oil, grease, and other foreign matter to achieve sound, clean concrete surfaces. Lightly roughen concrete for bond, but not enough to interfere with proper placement of grout.
- B. Cover concrete areas with protective waterproof covering until ready to place grout.
- C. Remove foreign matter from steel surfaces to be in contact with grout. Clean contact steel surfaces as necessary by wire brushing and wiping dust clean.
- D. Align and level components to be grouted, and maintain in final position until grout placement is complete and accepted.
- E. Install forms for grout around the column base plates and other spaces to be grouted. The tops of such forms shall be one inch above the surfaces to be grouted.
- F. Remove protective waterproof covering and clean contaminated surfaces immediately before grouting.
- G. Provide air-relief holes in large baseplates and in baseplates where underneath obstructions may cause air entrapment.
- H. Saturate concrete surfaces with clean water, and remove excess water immediately before grouting.
- I. Where necessary or appropriate for better bond, epoxy adhesive may be applied to clean, dry substrate surfaces in accordance with applicable requirements of ACI 503.2.

3.02 PLACING GROUT

- A. Place grout in accordance with the respective manufacturer's installation instructions and recommendations. Pour grout from one side only until grout rises at least one inch above the plate on opposite side of said plate. Strapping and plunging or other recommended method may be used to force grout to flow under the entire area.

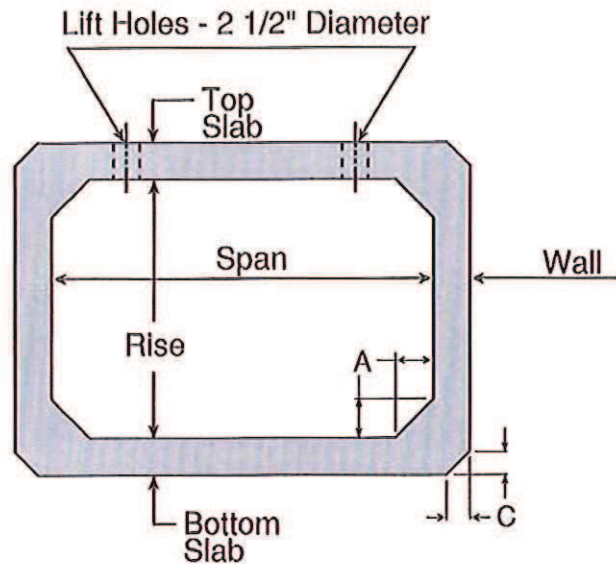
- B. Neatly trowel edges of grout base, tapered at an angle of 60 degrees when measured from the horizontal, or as indicated. Provide dry-pack cementitious grout where additional grout is required for shoulders.
- C. Do not remove leveling shims for at least 48 hours after grout has been placed.
- D. After shims have been removed, if used, fill voids with grout, packing the material with a suitable tool.
- E. Do not use grout which has begun to set or if more than one hour has elapsed after initial mixing.

3.03 CURING

- A. Cementitious grout shall be cured the same as specified for concrete in Section 03 35 00 - Concrete Finishing.
- B. Epoxy grout shall be cured as recommended by the grout manufacturer.

END OF SECTION

Precast Box Culverts



Typical Section

Standard Box Dimensions					
Span (Ft.)	Rise (Ft.)	Top Slab (In.)	Bottom Slab (In.)	Wall (In.)	Weight (Lbs./ft.)
3	2	7	6	4	848
3	3	7	6	4	952
4	2	7 1/2	6	5	1146
4	3	7 1/2	6	5	1276
4	4	7 1/2	6	5	1405
5	2	8	7	6	1541
5	3	8	7	6	1696
5	4	8	7	6	1851
5	5	8	7	6	2006
6	2	8	7	7	1821
6	3	8	7	7	2002
6	4	8	7	7	2183
6	5	8	7	7	2364
6	6	8	7	7	2545
7	2	8	8	8	2238
7	3	8	8	8	2446
7	4	8	8	8	2652
7	5	8	8	8	2859
7	6	8	8	8	3066
7	7	8	8	8	3272

Standard Box Dimensions					
Span (Ft.)	Rise (Ft.)	Top Slab (In.)	Bottom Slab (In.)	Wall (In.)	Weight (Lbs./ft.)
8	3	8	8	8	2652
8	4	8	8	8	2859
8	5	8	8	8	3066
8	6	8	8	8	3272
8	7	8	8	8	3479
8	8	8	8	8	3686
9	4	9	9	9	3511
9	5	9	9	9	3744
9	6	9	9	9	3976
9	7	9	9	9	4209
9	8	9	9	9	4441
9	9	9	9	9	4674
10	4	10	10	10	4228
10	5	10	10	10	4486
10	6	10	10	10	4745
10	7	10	10	10	5003
10	8	10	10	10	5261
10	9	10	10	10	5520
10	10	10	10	10	5778

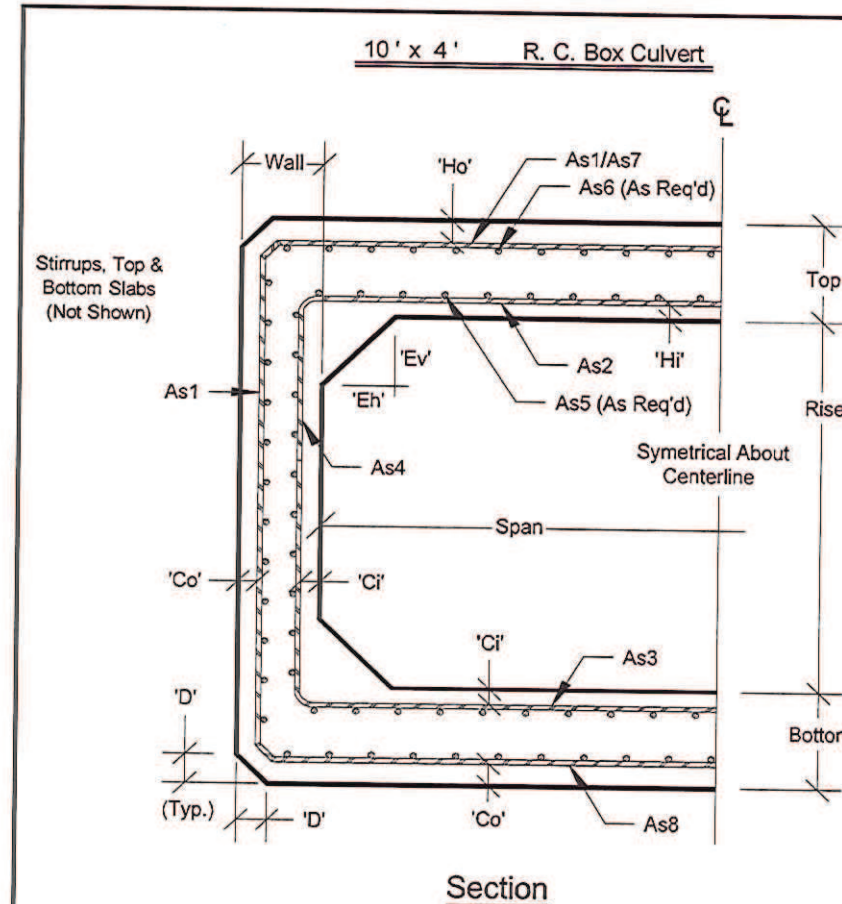
Standard Box Dimensions					
Span (Ft.)	Rise (Ft.)	Top Slab (In.)	Bottom Slab (In.)	Wall (In.)	Weight (Lbs./ft.)
11	4	11	11	11	5010
11	5	11	11	11	5294
11	6	11	11	11	5578
11	7	11	11	11	5862
11	8	11	11	11	6146
11	9	11	11	11	6430
11	10	11	11	11	6715
11	11	11	11	11	6999
12	4	12	12	12	5856
12	5	12	12	12	6166
12	6	12	12	12	6476
12	7	12	12	12	6786
12	8	12	12	12	7096
12	9	12	12	12	7406
12	10	12	12	12	7716
12	11	12	12	12	8026
12	12	12	12	12	8336

Note:

- A = Wall thickness
- C = 2" for 4", 5" and 6" wall
- C = 4" for 7" and greater wall
- Contact manufacturer for standard joint lengths.

-No Scale-
All dimensions subject to allowable specification tolerances.

TITLE	PLANT	STATE	SECTION, PAGE	DATE	
Reinforced Concrete Precast Box Section	Grand Prairie Houston	TX	4.1	08-15-06	



Span: 10'	Top: 10.00"
Rise: 4'	Bottom: 10.00"
Joint Length: 8.00'	Wall: 10.00"

Contractor: Stacy & Witbeck/Her Product Code: 8' - BC12004809610CP1.510
 Sales Order No: ***** 6' - BC12004807210CP1.510
 4' - BC12004804810CP1.510

Product:

Precast R. C. Box Culvert:
 Specification: Cooper E80 (BOXCAR)

Fill: 1.50' Thru 10.00'

Joint Length: 8.00'

Span: 10'

Rise: 4'

Top: 10.00"

Bottom: 10.00"

Wall: 10.00"

Permissible Variations:

Dimension 'Ci' = 2.00"	(+1/2", -3/8")
Dimension 'Co' = 2.00"	(+1/2", -3/8")
Dimension 'D' = 4.00"	For Walls Greater Than 6"
Dimension 'Eh' = 10.00"	Haunch Equal To The Wall Dimension
Dimension 'Ev' = 10.00"	Haunch Equal To The Wall Dimension
Dimension 'Hi' = 2.00"	(+1/2", -3/8")
Dimension 'Ho' = 2.00"	(+1/2", -3/8")

Reinforcing Bill Of Materials:

As1 =	1.55/0.24:	1 - 8' Joint(s)
As2 + 5 =	1.32/0.42:	
As3 =	1.32/0.24:	
As4 =	0.24/0.24:	
As7 + 6 =	0.240/0.240:	
As8 =	0.24/0.24:	
Av Top Slab =	0.101 in ² /LF/Line for (11) Lines @ 3.5" O.C.	
Av Bottom Slab =	0.106 in ² /LF/Line for (11) Lines @ 3.5" O.C.	
Av Side Upper Walls =	Not Needed	
Av Side Lower Walls =	Not Needed	

Av Notes:**General Notes - Cooper E80**

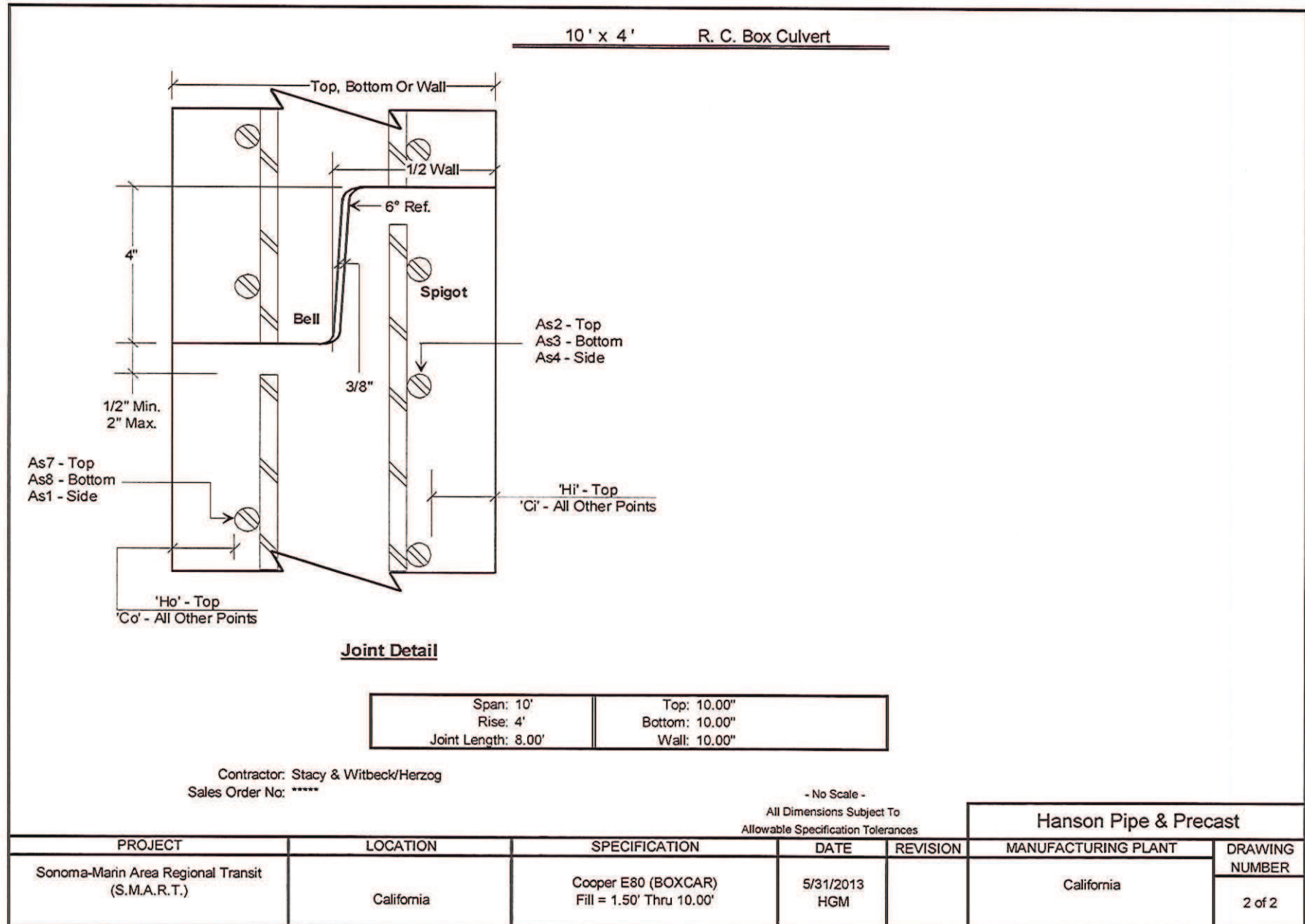
- A.) 28 Day Concrete Strength Will Be Equal To Or Greater Than 5,000 Psi.
- B.) Each Length Has (2) 2-1/2" Diameter Lift Holes In The Top Slab.
- C.) This Design Meets Or Exceeds AREMA Manual Of Practice (Latest Revision).
- D.) Welded Wire Fabric Meets Or Exceeds ASTM A1064, Fy = 60,000 psi
- E.) Laps Shall Conform To Applicable Section Of AREMA Chp 8-2.22.6
- F.) The Min. Req'd Extension of As1 into the Top & Bottom Slab is Dim 'M' = 30".

- No Scale -

All Dimensions Subject To
 Allowable Specification Tolerances

Hanson Pipe & Precast

PROJECT	LOCATION	SPECIFICATION	DATE	REVISION	MANUFACTURING PLANT	DRAWING NUMBER
Sonoma-Marin Area Regional Transit (S.M.A.R.T.)	California	Cooper E80 (BOXCAR) Fill = 1.50' Thru 10.00'	5/31/2013 HGM		California	1 of 2



INVITATION FOR BIDS
FOR
ST. VINCENT'S REINFORCED CONCRETE BOX CULVERT (RBC)
REINFORCED FILL (ML MP 22.18 & 22.28)

SOLICITATION NO. CV-BB-26-004

ADDENDUM NO. 1, 2 & 3

ISSUED June 16, 2026

ON FILE WITH CLERK OF THE BOARD



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

P: 707-794-3330
F: 707-794-3037
W: www.SonomaMarinTrain.org

BOARD OF DIRECTORS

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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 2026-28 authorizing the General Manager to execute Funding Agreement No. FN-OT-26-002 with the City of Healdsburg

Dear Board Members:

RECOMMENDATIONS:

Adopt Resolution 2026-28 authorizing the General Manager to execute Funding Agreement No. FN-OT-26-002 with the City of Healdsburg to design utility infrastructure as part of SMART's Progressive Design-Build Healdsburg Extension Project under its Phase I Agreement No. CV-DB-25-001.

SUMMARY:

The City of Healdsburg ("City") has requested that SMART include the design of upgrades to City infrastructure as part of the Progressive Design-Build Healdsburg Extension Project. This Funding Agreement will provide for the development of 65% level design of sewer and water main work in and around the SMART track. This design will be fully funded by the City of Healdsburg in an amount of \$141,285.61.

BACKGROUND:

SMART in conjunction with its Progressive Design-Build Entity ("PDBE"), Stacy and Witbeck/Herzog, A Joint Venture ("SWH") is developing construction documents for the Healdsburg Extension Project under the Progressive Design-Build Phase I Agreement No. CV-DB-25-001. The City of Healdsburg has requested that SMART include the design of City utilities at several locations in its Progressive Design-Build Phase I Agreement No. CV-DB-25-001. Specifically, the City would like SMART and SWH to design an 8-inch sewer main from Hudson Street to Ward Street, add a steel casing beneath the SMART tracks along Front Street for a future water line, and develop support connections for a future water line on the new Russian River railroad bridge. This work is being advanced to a 65% design level to be consistent with SMART's work included in the Phase I Agreement No. CV-DB-25-001. The City, through the Funding Agreement, will pay for the design of their facilities in an amount of \$141,285.61. Final design and construction of the improvements is anticipated to be added to the contract in the future.

SMART is supportive of assisting the City with their work. Combining work into a single contract typically realizes benefits from economies of scale and minimizes disruptions to the public. SMART has implemented work for many municipalities over the years as we have constructed the rail and pathway system.

FISCAL IMPACT: All costs associated with this work will be paid for by the City of Healdsburg.

Sincerely,

/s/

Bill Gamlen, P.E.
Chief Engineer

Attachments: 1.) Resolution 2026-28
 2.) Funding Agreement No. FN-OT-26-002

RESOLUTION OF THE BOARD OF DIRECTORS OF THE SONOMA-MARIN AREA RAIL TRANSIT DISTRICT (“DISTRICT”) AUTHORIZING THE GENERAL MANAGER TO ENTER INTO FUNDING AGREEMENT NO. FN-OT-26-002 WITH THE CITY OF HEALDSBURG (“CITY”) FOR DESIGNING CITY IMPROVEMENTS AS PART OF THE HEALDSBURG EXTENSION PROJECT

WHEREAS, the District is developing construction documents for the Healdsburg Extension Project under its Progressive Design-Build Phase I Agreement No. CV-DB-25-001; and

WHEREAS, the City has requested the District to prepare 65% level design documents for sewer and water facility upgrades within SMART’s right-of-way; and

WHEREAS, the City and the District agree that it makes sense to combine the work into SMART’s Progressive Design-Build Healdsburg Extension Phase I Agreement No. CV-DB-25-001 to improve coordination within District’s Right-of-Way; and

WHEREAS, the City has agreed with a price proposal from the District’s Healdsburg Extension Progressive Design-Build Entity (“PDBE”), Stacy and Witbeck/Herzog, A Joint Venture, for the design of the City’s water and sewer improvements; and

WHEREAS, this Funding Agreement No. FN-OT-26-002 establishes that the District, through its Progressive Design-Build Phase I Agreement, will design the City’s water and sewer utility infrastructure in the amount of \$141,285.61; and

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

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 Funding Agreement No. FN-OT-26-002 with the City of Healdsburg upon terms and conditions substantially similar to the attached draft part of SMART’s Progressive Design-Build Healdsburg Extension Project.

Resolution No. 2026-28
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

**FUNDING AGREEMENT
BETWEEN
SONOMA-MARIN AREA RAIL TRANSIT DISTRICT AND CITY OF HEALDSBURG
FOR
DESIGN OF CITY UTILITIES**

THIS FUNDING AGREEMENT ("Agreement") is entered into as of _____, 2026, by and between the **SONOMA-MARIN AREA RAIL TRANSIT DISTRICT** ("SMART" or "District"), a public entity duly established under the laws of California, and the **CITY OF HEALDSBURG**, a California municipal subdivision ("CITY"), collectively (the "Parties").

RECITALS

- A. The SMART rail corridor, historically known as the Northwestern Pacific Railroad Authority (NWPRA), generally parallels Highway 101 running north-south in Sonoma and Marin Counties. The corridor is owned by the District from Milepost (MP) 89.0 in Cloverdale southward to MP 11.4 in Corte Madera;
- B. District has completed California Environmental Quality Act (CEQA) review and designed and constructed a passenger rail service, stations and accompanying multi-use path along an approximately 48-mile existing rail corridor, which will eventually be extended 70-miles from Cloverdale in Sonoma County, California, to Larkspur, Marin County, California (the "SMART Rail and Pathway Project");
- C. CITY has requested SMART, through its Progressive Design-Build Phase I Agreement No. CV-DB-25-001 with Stacy and Witbeck/Herzog, A Joint Venture to develop a 65% design for the Hudson Street to Ward Street Sewer Replacement Project, Front Street Water Main Casing, and accommodation for the Russian River Rail Bridge Waterline ("CITY Project");
- D. At the request of the CITY, the District is agreeable to include development of a 65% design of the CITY Project through District's Progressive Design-Build Phase I Agreement No. CV-DB-25-001 ("CITY Design Work"). The cost proposal is documented in Exhibit A and the detailed scope of work is documented in Exhibit C which are incorporated and included as part of this Agreement;
- E. CITY shall be responsible for preparing and documenting environmental clearances for CITY Project;
- F. CITY is committed to paying for the full cost and expense of the entire CITY Project, including CITY Design Work;
- G. The parties desire to enter into this Agreement so that the CITY's Project can be designed as a separate stand-alone City Project, at the City's sole cost and expense;
- H. CITY through this Agreement has agreed to pay for all costs for the development of a 65% design of the CITY Project, currently estimated to be \$141,285.61;
- I. Upon completion of the 65% design, the District and CITY anticipate revising this funding agreement or entering into a new funding agreement to complete final design and construction of the CITY Project at CITY cost;

- J. CITY understands and agrees to enter into a separate License Agreement with the District for the use of the District's right-of-way for CITY's Project utility improvements.

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. CITY shall coordinate the CITY Design Work with District's Chief Engineer or his designee. District's and CITY's Representative for purposes of this Agreement shall be:

District	CITY
Bill Gamlen	Clay Thistle
Chief Engineer Sonoma Marin Area Rail Transit (SMART) 5401 Old Redwood Highway, Suite 200 Petaluma, California 94954	Principal Engineer City of Healdsburg 401 Grove Street Healdsburg, CA 95448
Phone: 707.794.3330	Phone: (707) 431-3391
Email: bgamlen@sonomamarintrain.org	Email: cthistle@healdsburg.gov

3. SCOPE OF WORK

- A. CITY Design Work: The District's Progressive Design-Build Entity will develop a 65% design for an 8" sewer main with connecting laterals and manholes at connection points from Hudson Street to Ward Street, a steel casing under SMART's tracks on Front Street for a future 16" water main line, and connection details for a water line to be supported on the Russian River Rail Bridge.

The cost proposal is documented in Exhibit A and the detailed scope of work is documented in Exhibit C which are incorporated and included as part of this Agreement.

4. DISTRICT'S RESPONSIBILITIES

District agrees to perform the following:

- A. Contract Administration: District will include the CITY Design Work in District's Progressive Design-Build Phase I Agreement No. CV-DB-25-001. District shall administer the contract for the CITY Design Work at CITY's expense.
- B. Design: District shall direct its Progressive Design-Build Entity to develop 65 percent designs for the City Project.
- C. Procurement: District has procured its Progressive Design-Build Phase I Agreement No. CV-DB-25-001, in compliance with California Public Contract Code § 22180 *et seq.* under the District's progressive design-build authority. All costs for which District anticipates reimbursement in accordance with the terms hereof ("Project Costs") are attached hereto as Exhibit B. As set forth in section 5I, 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 \$141,285.61, as shown in Exhibit B.

5. CITY'S RESPONSIBILITIES

CITY agrees to perform the following:

- A. Environmental Documentation: District has previously completed California Environmental Quality Act (CEQA) review for the construction of a passenger rail system, accompanying Stations and ancillary multi-use path. CITY is responsible for any environmental clearance or permitting needed for the CITY Project.
- B. Contract: The CITY agrees that the City's Project will be incorporated into the District's Progressive Design-Build Phase I Agreement No. CV-DB-25-001 "Healdsburg Extension Project" as an Amendment to the Phase I Agreement.
- C. Changes: The CITY shall be responsible for all costs resulting from changes initiated by the CITY.
- D. City Review of Project Documents: The CITY shall promptly review all design details and will have 14 calendar days to review and respond to submittals from the District related to the CITY's Project. If no comments are received within 14 calendar days, the documents and design details will be deemed approved by CITY.
- E. Site Access: City shall issue an encroachment permit and any other required permits at no cost for District and District's Progressive Design-Build Entity to access the CITY's property as necessary for the CITY Design Work.
- F. Payment:
 - i. The CITY is responsible for all costs associated with the CITY Design Work, including but not limited to, engineering, design, permitting, mitigation, environmental remediation, project management, inspection and administration and unanticipated costs that may arise as a result of

implementing the CITY Design Work. The parties hereto understand and agree that at the time of the execution of this Agreement, the estimated cost of the City Design Work is \$141,285.61, as shown in Exhibit B. This amount does not represent a "cap" on costs for the CITY's Design Work. The City shall commit contingency funds in the amount of ten (10) percent of the cost for unknowns, differing site conditions, inconsistencies in the documents, and other unexpected conditions. CITY shall be responsible for all the remaining costs of design and constructing the CITY Project.

- ii. CITY shall remit to District upon execution of this agreement the amount identified in Exhibit B less contingency.

6. ADDITIONAL REQUIREMENTS

- A. Amendments to Agreement: This Agreement may be amended only by the mutual written consent of both parties.
- B. Indemnification: CITY 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, regulatory proceedings, penalties, fines, costs or expense (including attorneys' fees and cost) of any nature caused by any acts or omissions or negligence of CITY or CITY's failure to fulfill its obligations under the Agreement.
- C. Termination: Either party may terminate this Agreement by giving 30-days prior written notice to the other party, in the manner described in Section 6.D of this Agreement of its intent to terminate. In the event of termination, CITY shall pay District for all expenses associated with the proportion of work completed as of the termination date and any additional payments, (including but not limited to any additional cost, loss profit, claims or liability due to District's Progressive Design-Build Entity and its subcontractors pursuant to the terms and conditions of District's Phase I Agreement No. CV-DB-25-001 as a result of the CITY's termination.
- D. 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: Jeff Kay
City Manager
City of Healdsburg
401 Grove Street
Healdsburg, CA 95448

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.

- E. 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.
- F. Integration Clause: Entire Agreement & Modification: This Agreement constitutes the complete expression of the agreement between District and CITY with regard to the subject matter hereof, and supersedes all prior agreements, oral or written, proposals, and all other communications between District and CITY related to the subject matter hereof, which are not fully expressed in this Agreement. The parties intend this Agreement to be an integrated agreement. Any modification of or addition to this Agreement must be in writing signed by both Parties. Notwithstanding the foregoing, CITY acknowledges and understands that the Parties will need to enter into a separate License Agreement for the presence of CITY's utilities within SMART's right-of-way.
- G. Authority to Sign: The undersigned hereby represent and warrant that he or she has authority to execute and deliver this Agreement on behalf of CITY and District.
- H. 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.
- I. Time of Essence: Time is and shall be of the essence of this Agreement and every provision hereof.
- J. 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. CITY and District 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. CITY and District acknowledge that they have each had an

adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

- K. 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.
- L. No Third-Party Beneficiaries: Nothing contained in this Agreement shall be construed to create, and the Parties do not intend to create any rights in third parties. 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.
- M. 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.
- N. Acceptance of Electronic Signatures and Counterparts: 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 HEALDSBURG

SONOMA-MARIN AREA RAIL TRANSIT DISTRICT

By: _____
Jeff Kay, City Manager

By: _____
Eddy Cumins, General Manager

APPROVED AS TO FORM:

APPROVED AS TO FORM FOR DISTRICT:

By: _____
Samantha W. Zutler, City Attorney

By: _____
Jessica Sutherland, SMART Counsel

EXHIBIT A
COST PROPOSAL



SWH-SMART-002R2

August 5, 2026

Mr. Michael Wiltermood
Sonoma Marin Area Rail Transit
5401 Old Redwood Hwy, Suite 200
Petaluma, California 94954

Reference: Design Civil, Track, and Structures Improvements of the
SMART Healdsburg Extension
Contract No. CV-DB-25-001
SWH Job No 35783

Subject: Change Notice 002 – City of Healdsburg Design Work Cost Proposal Rev 2

Dear Michael,

Stacy Witbeck/Herzog, A JV (SWH) provides the attached pricing in response to Change Notice 002 for City of Healdsburg Project Pricing Requests. This cost proposal is inclusive of the 65% design as outlined in the change notice, excluding Adeline Way to Ward Street work.

The design documents will include field survey and mapping, civil and structures elements, roadways, and utility facilities and relocations. Additionally, SWH will provide a final design and construction estimate with the 65% design submittal.

For this change notice, SWH total cost proposal is \$123,897.01 to complete the scope of work listed above. Attached is a detailed breakdown of the costs.

Sincerely,

Stacy and Witbeck/Herzog, A JV

A handwritten signature in black ink, appearing to read "Nick Slama", is positioned above the printed name.

Nick Slama
Project Manager

2800 HARBOR BAY PARKWAY-ALAMEDA, CA 94502
TELEPHONE (510) 748-1870 – FAX (510) 748-1205

**EXHIBIT B
PROJECT COST**

ITEM	ESTIMATED COST
35% Design	\$58,876.48
65% Design	\$65,019.53
Contingency	\$12,389.60
SMART Staff Time	\$5,000.00
TOTAL	\$141,285.61

EXHIBIT C
SCOPE OF SERVICES

Scope of Services

Healdsburg Extension Project Change Notice 002 – City of Healdsburg Project Pricing

**RFQ NO. CV-DB-25-
001**



August 4, 2026

Scope of Services

Project Objective

GHD, Inc. and its subconsultants (“CONSULTANT”) will provide engineering (“Services”) under Change Notice 002 (CN 002) to the Stacy Witbeck/Herzog Joint Venture (SWH) in response to the City of Healdsburg’s request to provide pricing for the following additional design elements:

1. Hudson Street to Ward Street Sewer Replacement
2. Front Street Water Main Casing
3. Russian River Rail Bridge Waterline

The associated plans and specifications would be included in the Phase I contract documents of the Healdsburg Extension Progressive Design-Build project through the 65% submittal milestone. CONSULTANT will provide design engineering professional services for the following elements of work associated with CN 002:

- Field Surveying and Mapping
- Civil and structures elements
- Roadway
- Utility facilities and relocations (see Task 7.10 *Utility Plans* for the scope delineation between SWH and CONSULTANT)

CN 002 Project Description

The Healdsburg Extension Project limits extend from the existing SMART Windsor Station at MP 63.0 to Lytton Springs Road at MP 72.00. The project’s primary objectives are to extend SMART passenger rail service 9 miles to the north, to construct a new SMART station in the City of Healdsburg between Front Street and Healdsburg Avenue, and to extend the non-motorized pathway from the Town of Windsor to the City of Healdsburg where it will tie into the existing Foss Creek pathway. CN 002 would add the following work items to the project at request of SMART.

1. Hudson Street to Ward Street Sewer Replacement

CONSULTANT will design a new 8-inch diameter sanitary sewer line, connecting laterals, and 5 manholes to replace the existing sanitary sewer located between manhole SSMH232 in Hudson Street and manhole SSMH341 in Ward Street. The existing sanitary sewer system consists of a 6-inch diameter non-reinforced concrete pipe likely previously slip-lined along with 5 manholes including the manholes at both the upstream and downstream ends. The proposed sewer line profile will conform to the downstream elevation at Ward Street, and the manhole at the connection point on Hudson Street will be designed to be replaced. If required, an inside drop at the Hudson Street manhole will be incorporated. During construction, it will be necessary to maintain sanitary flows by providing bypass pumping or other acceptable methods.

2. Front Street Water Main Casing

CONSULTANT will design a casing, along with its horizontal and vertical alignments, to accommodate a future 16-inch water main crossing SMART's right-of-way along Front Street in accordance with City of Healdsburg Standards and the SMART Design Criteria Manual.

3. Russian River Bridge Waterline

CONSULTANT will design connection details for the proposed Russian River rail bridge trestle and truss sections to accommodate a future 12-inch water line across the Russian River from Front Street to Bailhache Avenue to be located the west side of the rail right-of-way.

CN 002 Scope

Under CN 002, CONSULTANT would produce 35% and 65% plans and specifications for each work item listed in the CN 002 project description.

Schedule

CN 002 will consist of the following phases:

35% Design Level Preliminary Engineering

This phase includes the development and analyses of critical design element alternatives in support of Army Corp and/or CDFW environmental permit applications required for the improvements associated with CN 002. In addition, an environmental effect footprint will be determined based on the preferred design alternative to facilitate required environmental clearance to be completed by SMART's environmental consultant. The CONSULTANT will develop preliminary engineering documents to support the environmental work to be completed by SMART's environmental consultant.

65% Design Level Preliminary Engineering

This phase includes the development of plans and specifications necessary for negotiating the Project's Guaranteed Maximum Price (GMP).

The detailed Scope of Services on the following pages of this scope of services is based on the following key schedule assumptions:

- Assumed CN 002 Notice to Proceed: Early August 2026
- 35% Design Level Preliminary Engineering (3 Months): Early November 2026
- 65% Design Level Preliminary Engineering (3 Months): Early February 2027

Phase I – Project Management and Integration

Task 1 - Project Management and Control

The CONSULTANT's Principal Engineer (Civil/Rail) will work under the direction of SWH to oversee the 35% design phase of CN 002 under the current project management budget established for Phase I through September 2026.

CONSULTANT'S co-located team members will continue to take direction from

CONSULTANT'S Principal Engineer (Civil/Rail), SWH's PDBE Representative (Project Manager), and SWH's PDBE Deputy PM, while the CONSULTANT'S Principal Engineer (Civil/Rail) will continue to manage the day-to-day activities of the other CONSULTANT team members based in their respective home offices.

The CONSULTANT shall provide the following project management activities under Task 1 through the 65% phase of CN 002:

CONSULTANT Activities

1.1 Project Management

CONSULTANT will support SWH in incorporating CN 002 into the project's contract, scope, schedule, budget, and Project Team. CONSULTANT will continue to directly manage and coordinate its staff and subconsultants during the 35% and 65% Design Level Preliminary Engineering phases of CN 002 under the current Phase I project management budget. SWH will keep SMART informed on all aspects of the development of CN 002 design and deliverables.

1.3 Project Controls

1.3.2 Schedule Management

The following schedule management-related activities associated with the 35% and 65% Design Level Preliminary Engineering phases of CN 002 will be covered under the current Phase I schedule management budget.

- **Work Breakdown Structure:** CONSULTANT will support SWH in preparing an updated Work Breakdown Structure (WBS) based on the approved CN 002 scope of work. These elements will be incorporated into the project schedule and the participation and level of effort for SWH and CONSULTANT will be clearly defined.
- **Critical Path Method Schedule:** CONSULTANT will support SWH in preparing an updated Critical Path Method (CPM) project schedule that provides a detailed sequence of all activities required to complete the scope of services under CN 002 within the contract duration, using the WBS specified in the updated detailed work plan. The project schedule will include all known constraints, task dependencies (logic), deliverables, SMART reviews, third-party reviews, quality assurance/quality control (QA/QC) reviews, and applicable deliverables and milestones associated with CN 002. SMART will identify critical design milestones for CN 002 that SWH must include in the updated schedule. The schedule will distinguish the critical path from other non-critical activities.
- **Updated Baseline Schedule:** SWH will submit the updated baseline schedule to SMART in an electronic format compatible with Primavera P6 within 21 calendar days of the CN 002 NTP. SMART will review and comment on the updated baseline schedule within ten (10) calendar days of receipt. CONSULTANT will support SWH to incorporate review comments and resubmit the updated schedule as part of the updated Project Management Plan.
 - Assist SWH in evaluating current schedule performance relative to the updated approved baseline schedule to show current performance.
 - Continue supporting SWH to update the schedule each month to indicate actual start and finish dates, remaining project duration, and percentage of work completed.

1.5 Invoicing, Contract Administration, Reporting, and CPM

CONSULTANT will establish, maintain, and administer updated agreements with its

subconsultants for the inclusion of CN 002. The current Task 1.5 budget established for Phase I of the Project will cover all invoice-related activities through the 35% and 65% Design Level Preliminary Engineering phases of CN 002.

CONSULTANT continues to assume that SWH will submit CONSULTANT'S invoices no later than thirty (30) days from the date the services/charges were incurred by CONSULTANT. CONSULTANT continues to assume that SMART will pay SWH within 30 days following submission of an invoice and that SWH will pay CONSULTANT no later than thirty (30) days from receipt of payment by SMART. CONSULTANT also continues to assume that there will be no retention of CONSULTANT'S payment unless SMART imposes payment retention on SWH.

1.7 Design Quality Assurance/Quality Control

CONSULTANT's Design Quality Control (QC) Manager will continue to enforce the project's Design Quality Assurance/Quality Control (QA/QC) standards and procedures for all deliverables associated with CN 002. CONSULTANT will submit an updated Design Quality Management Plan (QMP) within 30 days of NTP in accordance with SMART's QMP requirements that will include an updated list of formal deliverables associated with CN 002 to SMART. The current Task 1.7 budget established for Phase I of the Project will cover all QA/QC-related activities through the 35% and 65% Design Level Preliminary Engineering phases of CN 002.

The Design QMP dictates procedures for the CONSULTANT to confirm that all contract documents associated with CN 002 have been checked and comply with SMART's Design Criteria. The QC Manager will notify the CONSULTANT's Principal Engineer that the Design Submittal Checklist and Certification form can be signed and submitted to SMART prior to the 35% and 65% design milestone submittals for CN 002. The QC Manager will maintain a running list of observed deficiencies, discrepancies, and non-compliances, and deploy corrective actions prior to each design milestone submittal.

1.8 Electronic File Management

CONSULTANT will continue to furnish a CADD Manager to ensure that all electronic files associated with CN 002 adhere to the SMART Drawing Standards across all design disciplines so that the team can more efficiently advance the design through all submittal milestones. The current Task 1.8 budget established for Phase I of the Project will cover all electronic file management-related activities through the 35% and 65% Design Level Preliminary Engineering phases of CN 002.

CONSULTANT'S CADD Manager will also continue to be responsible for maintaining file security by limiting access to only active Project Staff by maintaining a log of usernames assigned to each team member. In addition, CONSULTANT'S CADD Manager will continue to be responsible for maintaining the Project folder structure on BIM360 and for uploading all updated files into the BIM360 folders by 5:00 PM Pacific every Friday afternoon.

Task 1 Deliverables

- Task 1.3 Project Controls
 - Input into the Summary of Hours and Dollars spreadsheet for design-related tasks in CONSULTANT'S CN 002 scope of services for the 35% and 65% Design Level Preliminary Engineering phases.
 - Input into the revised CPM schedule for design-related work elements in CONSULTANT'S CN 002 scope of services for the 35% and 65% Design Level Preliminary Engineering phases.

- Task 1.5 Invoicing, Contract Administration, Reporting and CPM
 - Invoices for progress payments at submittal milestones, due to SMART Accounts Payable in accordance with Section 18.01 of the Phase I Agreement for the 35% and 65% Design Level Preliminary Engineering phases under CN 002.
- Task 1.7 Quality Assurance/Quality Control
 - Updated Design Quality Management Plan
 - Updated design Submittal Checklist and Certification Forms at milestone submittals
- Task 1.8 Electronic File Management
 - All electronic CADD and digital terrain model data and related files used in the production of the CN 002 contract drawings.

Task 1 Key Understandings

- Task 1.1 Project Management
 - CONSULTANT will continue to directly manage and coordinate its staff and subconsultants during the 35% and 65% Design Level Preliminary Engineering phases of CN 002 under the current Phase I project management budget.
- Task 1.3 Project Controls
 - All schedule management-related activities under Task 1.3.2 associated with the 35% and 65% Design Level Preliminary Engineering phases of CN 002 will be covered under the current Phase I schedule management budget.
- Task 1.5 Invoicing, Contract Administration, Reporting and CPM
 - The current Task 1.5 budget established for Phase I of the Project will cover all invoice-related activities through the 35% and 65% Design Level Preliminary Engineering phases of CN 002.
- Task 1.7 Quality Assurance/Quality Control
 - The current Task 1.7 budget established for Phase I of the Project will cover all QA/QC-related activities through the 35% and 65% Design Level Preliminary Engineering phases of CN 002.
- Task 1.8 Electronic File Management
 - The current Task 1.8 budget established for Phase I of the Project will cover all electronic file management-related activities through the 35% and 65% Design Level Preliminary Engineering phases of CN 002.

Task 2 – Design and Project Integration

This task involves design and project integration and interface management services as a part of the scope of work for CN 002. CONSULTANT will continue to support SWH in coordinating with authorities having jurisdiction (AHJs) as specified in the subtasks below to develop consensus on a design that will be accepted by the AHJs, as well as other consultants or parties engaged formally or informally by SMART. The scope of these services generally includes the following:

CONSULTANT Activities

2.2 Design Review and Agency Coordination

The CONSULTANT shall assist SWH in coordinating with Authorities Having Jurisdiction (AHJs) such as the City of Healdsburg, utility providers (public and private), and private property owners to deliver the scope of services associated with CN 002. CONSULTANT's management and engineering staff shall continue to attend formal and informal design review meetings with SMART and other consultants and agencies. The CONSULTANT's preparation and attendance at such meetings shall be considered an ongoing design function to perform the specified scope of services.

SWH shall continue to produce meeting notes for internal and external contract coordination and shall continue to maintain action item/interface lists to facilitate resolution of third-party issues associated with CN 002. CONSULTANT shall review and provide input into the meeting notes and action items/interface lists specific to CN 002. These meetings shall be anticipated by the CONSULTANT and shall be included in the scope of services as follows:

2.2.3 City of Healdsburg Coordination

CONSULTANT will assist SWH in coordinating with the City of Healdsburg to comply with its specific design review process. CONSULTANT will participate in formal and informal design review meetings with City of Healdsburg staff as facilitated by SWH to secure over-the-shoulder reviews and formal review comments on the CN 002 35% and 65% PS&E documents.

For improvements outside of SMART's right-of-way, CONSULTANT assumes that the design of such improvements will need to adhere to the City of Healdsburg Public Works Standards published on the City of Healdsburg Public Works Documents, Forms and Permits website and the City of Santa Rosa Storm Water Low Impact Development Technical Design Manual.

The CONSULTANT shall also be responsible for coordinating its design and managing the integration of its work with the planning, design, and construction work by other project consultants and contractors for all known City of Healdsburg projects that may interface with the any of the project locations.

The CONSULTANT shall coordinate with SMART and/or SWH permit staff by providing the documents, drawings, information, and support necessary for the development and preparation of required permits, including key land use and construction permit applications with the City of Healdsburg. CONSULTANT will support SWA in coordination efforts with the City of Healdsburg up to a budgeted level of effort included in this task in the negotiated fee breakdown. Hours spent on this task will be tracked and reported monthly, and efforts beyond this level of effort will be negotiated and paid for separately.

2.2.4 Public and Private Utilities Coordination

CONSULTANT will support SWH in coordinating with public utility owners to secure additional utility mapping in the vicinity of the projects locations, where necessary. Specifically, CONSULTANT will:

- Obtain utility record schematic maps and/or drawings, as available, to establish preliminary location of all utilities that may be affected by each of the project locations.
- Identify and document potential conflicts between all existing utilities and proposed improvements associated with CN 002. If CONSULTANT demonstrates through design documentation that relocation cannot be avoided, CONSULTANT shall develop required pothole information for every utility identified in a "Utility Relocation Request" to be submitted to SMART for approval.

- Establish the limits of utilities to be demolished or abandoned along with the locations of all relocated utilities.

CONSULTANT will support SWA on coordination efforts with public utility owners up to a budgeted level of effort included in this task in the negotiated fee breakdown.

Task 2.2 Key Understandings

- SWH will continue to produce meeting notes and maintain action item/interface lists for all meetings included in Task 2.2 for review and input by the CONSULTANT.
- CONSULTANT will support coordination efforts with the AHJs listed under Task 2.2 up to the budgeted level of effort in the CN 002 fee proposal.
- CONSULTANT assumes that SWH will continue to be responsible for leading all coordination efforts with utility owners to determine the following:
 - Utility relocation strategies and schedules
 - Franchise and permit process
 - Verification of utility property rights
 - Responsibility for utility relocation costs

Task 2.2 Deliverables

- Input into the Weekly Technical Task Force Meetings meeting notes and action items/interface lists specific to CN 002.
- Input into the Agency Coordination Meetings meeting notes and action items/interface lists for all subtasks under Task 2.2 specific to CN 002.

2.3 Environmental Consultant Coordination

For the project's environmental clearance effort, CONSULTANT will support SMART's environmental consultant in the preparation of CEQA and NEPA documents to evaluate the inclusion of the CN 002 improvements into the project's scope of services. CONSULTANT will support SWA on coordination efforts with SMART's environmental consultant up to a budgeted level of effort included for this task in the negotiated CN 002 fee breakdown.

2.3.1 Project Description and Impact Footprint Support

CONSULTANT will assist SMART's environmental consultant in preparing an updated project description and impact footprint that will serve as a basis of analysis for the environmental clearance and regulatory permitting process. The updated project description and footprint will be based on the preliminary engineering drawings and constructability analysis (e.g., temporary construction access and staging areas). SMART's environmental consultant will be in responsible charge of preparing the updated project description, and CONSULTANT will assist in the preparation of supporting graphics and figures including, but not limited to, the temporary and permanent impact footprint as directed by SMART's Project Manager.

CONSULTANT's staff will continue to coordinate proactively with SMART's environmental consultant to ensure that an accurate updated project description and footprint are developed in a timely manner to meet project schedule needs. CONSULTANT can directly prepare or edit

portions of the updated project description and/or footprint to allow SMART to select different roadway configurations as information from the City of Healdsburg becomes available.

SMART's environmental consultant will be responsible for submitting a draft updated project description and impact footprint to SMART for review and comment. Based on comments from SMART, the project description will be finalized by SMART's environmental consultant with support from CONSULTANT as requested by SMART's Project Manager. SMART's environmental consultant will move forward with the preparation of updated technical studies upon completion of the Project Description and Impact Footprint.

Task 2.3.1 Key Understandings

- CONSULTANT will support SWA on coordination efforts with SMART's environmental consultant up to a budgeted level of effort included for this task in the negotiated CN 002 fee breakdown.
- CONSULTANT'S environmental scope under Task 2.3.1 is limited to ongoing participation at coordination meetings with SMART's environmental consultant and the preparation of supporting graphics and figures for inclusion in the updated project description and impact footprint.

Task 2.3.1 Deliverables

- Supporting graphics and figures for the updated Draft and Final Project Description
- Draft and final impact footprints (temporary and permanent)

Task 2 Deliverables

- Task 2.2 Design Review and Agency Coordination
 - Input into the Agency Coordination Meetings meeting notes and action items/interface lists for all subtasks under Task 2.2 specific to CN 002
 - Supporting documents, drawings, and information for permits, and concurrence letters specific to CN 002
 - Design Review presentations at the 35% and 65% design milestones that incorporate the CN 002 scope of services
- Task 2.3 Environmental Consultant Coordination
 - Supporting graphics and figures for the updated Draft and Final Project Description
 - Draft and final impact footprints (temporary and permanent)

Task 2 Key Understandings

- Task 2.2 Design Review and Agency Coordination:
 - CONSULTANT assumes that SWH will provide all utility owners known to have facilities in the CN 002 improvement locations with plan sets or exhibits for them to confirm that their facilities are indeed impacted by the proposed work and, if so, to initiate the relocation design.
 - CONSULTANT assumes that SWH will continue to be responsible for leading all coordination efforts with utility owners to determine the following:
 - Utility relocation strategies and schedules

- Franchise and permit process
- Verification of utility property rights
- Responsibility for utility relocation costs
- Task 2.3 Environmental Consultant Coordination
 - SMART's environmental consultant will be responsible for developing the following environmental deliverables as required by the appropriate level of CEQA/NEPA documentation:
 - Updated Draft and Final Project Description
 - Updated Draft and Final Impact Footprint

Phase I – 35% Design Level Preliminary Engineering

Task 4 – Initial Engineering and Technical Studies

This task involves producing additional topographic mapping and existing right of way evaluation to support the 35% and 65% design phases of the CN 002 scope of services.

CONSULTANT Activities

4.1 Field Survey and Mapping

The Project's existing topographic base file will be updated to encompass the additional project limits associated with CN 002 as follows.

- Hudson Street near the southeast corner of the existing parking lot adjacent to the historic train depot: CONSULTANT will extend the Project's topographic mapping 100' along Hudson Street to terminate 50 feet on both sides the existing manhole that the new 8-inch sewer line will tie into. Topographic mapping along the Hudson Street will extend from back of sidewalk to back of sidewalk.

CONSULTANT assumes that the existing topographic base file developed under the current Phase I contract would be augmented with topographic mapping via aerial photogrammetry captured during the flyover in October 2025. All additional supplemental field survey will be merged with the aerial topographic mapping developed under CN 002.

The supplemental field survey will include features such as, but not limited to, edge of pavement, curb & gutter, sidewalk, driveways, drainage inlets, sewer manholes & invert elevations, utility markings on the pavement, overhead utility poles, retaining walls, and any other pertinent information that could apply to CN 002 during design.

Task 4.1 Deliverables

- Supplemental field surveys will be collected and merged with new topographic mapping tiles developed under CN 002. A PDF of the supplemental field survey will be provided to outline the extent of the detailed survey specific to the CN 002 improvement areas.

Task 4.1 Key Understandings

- Base mapping and DTMs will be owned by SMART

4.4 Right-of-Way Evaluation

CONSULTANT will conduct an inventory of the parcels and utility easements in the vicinity of the proposed improvements envisioned for the Hudson Street to Ward Street sewer replacement

work element under CN 002. The inventory will include research on right-of-way record maps, County of Sonoma APN maps, and affected roadway boundaries in order to:

- Establish the roadway right of way for Hudson Street
- Determine the likely affected easements resulting from the proposed improvements
- Reconcile any ambiguities pertaining to right-of-way and parcel boundaries and
- Verify utility easements

CONSULTANT will update the Project's existing right-of-way base file previously developed under Task 4.1 of the current Phase I contract to include the City of Healdsburg's existing right-of-way mapping along Hudson Street as determined by an additional record of survey.

Task 4.4 Deliverables

- Updated existing right-of-way base file

Task 4.4 Key Understandings

- CONSULTANT assumes that it will not be responsible for resolving legacy NCRA lease agreements and encroachments in the railroad right-of-way that conflict with proposed infrastructure.
- SMART will not provide any parcels outside SMART and public right-of-way for CN 002. The City of Healdsburg shall be solely responsible for obtaining additional right-of-way to accommodate proposed infrastructure placed outside of SMART's existing right-of-way.
- The City of Healdsburg shall be responsible for the acquisition of any real property rights, temporary or permanent, required to construct CN 002 in accordance with the contract drawings that are outside of the construction limits established in SMART's baseline drawings.
- CONSULTANT assumes that up to one legal description will need to be developed during the final design phase for a sanitary sewer easement for the SMART crossing.

Task 4 Deliverables

- Task 4.1 Field Surveying and Mapping
 - Supplemental field survey data in AutoCAD 2018 format
 - Updated Digital Terrain Model (DTM)
 - Updated right-of-way lines
- Task 4.4 Right-of-Way Evaluation
 - Updated existing right-of-way base file

Task 4 Key Understandings

- Task 4.1 Field Surveying and Mapping
 - CONSULTANT assumes that the existing topographic base file developed under the current Phase I contract would be augmented with topographic mapping via aerial photogrammetry captured during the flyover in October 2025.
- Task 4.4 Right-of-Way Evaluation

- CONSULTANT assumes that it will not be responsible for resolving legacy NCRA lease agreements and encroachments in the railroad right-of-way that conflict with proposed infrastructure.
- SMART will not provide any parcels outside SMART and public right-of-way for CN 002. The City of Healdsburg shall be solely responsible for obtaining additional right-of-way to accommodate proposed infrastructure placed outside of SMART's existing right-of-way.
- The City of Healdsburg shall be responsible for the acquisition of any real property rights, temporary or permanent, required to construct CN 002 in accordance with the contract drawings that are outside of the construction limits established in SMART's baseline drawings.
- CONSULTANT assumes that up to one legal description will need to be developed during the final design phase for a sanitary sewer easement for the SMART crossing.

Task 7 – Preliminary Engineering

CONSULTANT will prepare 35% level preliminary engineering plans for the Hudson Street to Ward Street sewer replacement, Front Street water main casing, and Russian River bridge waterline work elements. The plans will be structured and formatted in accordance with the SMART CADD Manual and the Reference Drawings included in the RFQ solicitation which include select details from SMART's most recent extension project. If required, portions of the 35% level preliminary engineering plans will be formatted in accordance with City of Healdsburg requirements for project elements within the City's right-of-way. CONSULTANT assumes that the 35% design milestone submittal will be subject to the City of Healdsburg formal design review process, and that the City of Healdsburg will provide consistent feedback during design development via informal over-the-shoulder reviews.

CONSULTANT Activities

7.3 Bridge Plans

CONSULTANT will prepare 35% connection details for the trestle and truss portions of the Russian River bridge to accommodate a future 12-inch water line to be further defined during Structures Task Force meetings at the beginning of the 65% design phase under the current Phase I contract. The preliminary connection details will be added to the 65% Design Level Bridge Plans for the Russian River bridge to be advanced under the Project's current Phase I contract.

Task 7.3 Deliverables

- 35% connection details to accommodate a future 12-inch water line to be added to the Russian River Bridge 65% plans: 4 Sheets

Task 7.3 Key Understandings

- The water line will be placed on the outside edge of the triangular walkway section of the trestle approach so that it aligns with the walkway on the truss section of the bridge. For the truss section, the water line will be placed on the outside edge of the 4' walkway on top of the proposed W40 floor beams since the walkway only needs to be a minimum 2' wide.
- The future water line would impose approximately 100 pounds per linear foot on the

Russian River bridge which doesn't account for thrust loading.

- CONSULTANT assumes that additional bridge-related specifications would not be required under CN 002 since the current specifications included in the Phase I scope of services will adequately cover the proposed infrastructure associated with the new connection details to accommodate the future 12-inch water line.

7.10 Utility Plans

Under CN 002, CONSULTANT would update the Project's existing utilities base file to include all existing public and private utilities located within the limits of the Hudson Street to Ward Street sewer replacement work element. The Project's current existing utilities base file does not include existing public and private utility mapping within the assumed limits of the work element, and additional utility as-built records will need to be obtained to complete the initial utility base map within the proposed footprint of the work element.

Once additional existing utilities are mapped using available as-built documents, CONSULTANT will further update the existing utilities base file developed during the 35% design phase of CN 002 to depict more precise locations of existing utilities as informed by Underground Service Alert (USA) field markings combined with supplemental field survey. The Project's early works potholing package may also need to be augmented with additional potholes to precisely locate existing utilities that may be impacted by the 8" sanitary sewer line associated with the Hudson Street to Ward Street sewer replacement, and the steel casing associated with the future 16-inch water main at the Front Street grade crossing.

CONSULTANT will produce 35% Utility plans and Utility Plan & Profile plans for the Hudson Street to Ward Street sewer replacement work element, and the Front Street water main casing work element for inclusion in the Phase I contract drawings and specifications.

Task 7.10 Deliverables

- 35% Sanitary Sewer Plan and Profile plans for the Hudson Street to Ward Street sewer replacement: 3 Sheets
- 35% Sanitary Sewer Details for the Hudson Street to Ward Street sewer replacement: 2 Sheets
- 35% linework for the 16" water main steel casing to be added to the Front Street 65% grade crossing plan and profiles plans: 2 Updated Sheets
- 35% casing details for the future 16-inch water main at Front Street: 1 Sheet

Task 7.10 Key Understandings

- CONSULTANT assumes that additional utility-related specifications would not be required under CN 002 since the current specifications included in the Phase I scope of services will adequately cover the proposed utility infrastructure.
- CONSULTANT assumes that the 12-inch water main from Front Street to Bailhache Avenue to be placed on the west side of SMART's right-of-way will be designed under a separate City of Healdsburg contract and that the CN 002 scope of services will only include the development of connection details for the Russian River bridge to accommodate the future water main.

- CONSULTANT assumes that the 16" water main to cross the SMART right of way at Front Street will be designed under a separate City of Healdsburg contract and that the CN 002 scope of services will only include design of the steel casing to accommodate the future water main.
- CONSULTANT assumes that SWH will continue to provide all utility owners known to have facilities in the City of Healdsburg right-of-way within the CN 002 project limits with plan sets or exhibits for them to confirm that their facilities are indeed impacted by the Project and, if so, to initiate the relocation design. The City of Healdsburg will provide record drawings of their facilities for all infrastructure impacted.
- CONSULTANT assumes that SWH will continue to be responsible for leading all coordination efforts with utility owners to determine the following:
 - Utility relocation strategies and schedules
 - Franchise and permit process
 - Verification of utility property rights
 - Responsibility for utility relocation costs
- Design of the 8-inch sanitary sewer line will adhere to City of Healdsburg engineering standards and the associated hydraulic calculations and pipe size will be verified by the City of Healdsburg. The 8-inch sanitary sewer will be replaced in its current location and will not require additional easements. In addition, the sewer will be constructed using standard open cut installation in lieu of trenchless installation, and the associated bypass design will be prepared by SWH.
- Cathodic protection or other corrosion protective measures are not included.
- Geotechnical investigations for the 8-inch sanitary sewer line and 16-inch water main casing are not included.

Task 7 Deliverables

- Task 7.3 Bridge Plans
 - 35% connection details to accommodate a future 12-inch water line to be added to the Russian River Bridge 65% plans: 4 Updated Sheets
- Task 7.10 Utility Plans
 - 35% Sanitary Sewer Plan and Profile plans for the Hudson Street to Ward Street sewer replacement: 3 Sheets
 - 35% Sanitary Sewer Details for the Hudson Street to Ward Street sewer replacement: 2 Sheets
 - 35% linework for the 16" water main steel casing to be added to the Front Street 65% grade crossing plan and profiles plans: 2 Updated Sheets
 - 35% casing details for the future 16-inch water main at Front Street: 1 Sheet

Task 7 Key Understandings

- Task 7.3 Bridge Plans
 - The water line will be placed on the outside edge of the triangular walkway section

of the trestle approach so that it aligns with the walkway on the truss section of the bridge. For the truss section, the water line will be placed on the outside edge of the 4' walkway on top of the proposed W40 floor beams since the walkway only needs to be a minimum 2' wide.

- The future water line would impose approximately 100 pounds per linear foot on the Russian River bridge which doesn't account for thrust loading.
- CONSULTANT assumes that additional bridge-related specifications would not be required under CN 002 since the current specifications included in the Phase I scope of services will adequately cover the proposed infrastructure associated with the new connection details to accommodate the future 12-inch water line.
- Task 7.10 Utility Plans
 - CONSULTANT assumes that additional utility-related specifications would not be required under CN 002 since the current specifications included in the Phase I scope of services will adequately cover the proposed utility infrastructure.
 - CONSULTANT assumes that the 12-inch water main from Front Street to Bailhache Avenue to be placed on the west side of SMART's right-of-way will be designed under a separate City of Healdsburg contract and that the CN 002 scope of services will only include the development of connection details for the Russian River bridge to accommodate the future water main.
 - CONSULTANT assumes that the 16" water main to cross the SMART right of way at Front Street will be designed under a separate City of Healdsburg contract and that the CN 002 scope of services will only include design of the steel casing to accommodate the future water main.
 - Design of the 8-inch sanitary sewer line will adhere to City of Healdsburg engineering standards and the associated hydraulic calculations and pipe size will be verified by the City of Healdsburg. The 8-inch sanitary sewer will be replaced in its current location and will not require additional easements. In addition, the sewer will be constructed using standard open cut installation in lieu of trenchless installation, and the associated bypass design will be prepared by SWH.

Phase I – 65% Design Level Preliminary Engineering

Task 8 – 65% Design

CONSULTANT will prepare 65% Design Level engineering plans and specifications for the Hudson Street to Ward Street sewer replacement, Front Street water main casing, and Russian River bridge waterline work elements. Upon submission of the CN 002 35% Design Level Preliminary Engineering Plans and Specifications to SMART and the City of Healdsburg, CONSULTANT will initiate the CN 002 65% Design Level Preliminary Engineering phase to expedite the design schedule. CONSULTANT will prepare responses to all review comments received from SMART and project stakeholders on the 35% design submittal milestone related to CONSULTANT'S CN 002 scope of services and participate in subsequent comment resolution meetings to reach final consensus on the dispositions of all review comments. All agreed upon review comments will be incorporated into the plans and specifications by the CONSULTANT in parallel with the CN 002 65% design development process. CONSULTANT assumes that the 65% design milestone submittal will be subject to the City of Healdsburg formal design review process, and that the City of Healdsburg will provide consistent feedback during design development via

informal over-the-shoulder reviews.

CONSULTANT Activities

8.8 Utility Relocation Plans

CONSULTANT will produce 65% Utility plans and Utility Plan & Profile plans for the Hudson Street to Ward Street sewer replacement work element, and the Front Street water main casing work element that incorporate SMART and the City of Healdsburg review comments on the 35% submittal. The plans will include the features and information defined under Task 7.10 *Utility Plans* in addition to updated existing utility mapping stemming from additional as-built information as it's received from the City of Healdsburg and private utility owners.

CONSULTANT will continue to support SWH in collaborating with SMART, the City of Healdsburg, and private utility owners during the 65% Design Level Preliminary Engineering Phase at Weekly Design Progress Meetings to define the extent of utility relocations located in City or SMART's right-of-way.

Task 8.8 Deliverables

- 65% Sanitary Sewer Plan and Profile plans for the Hudson Street to Ward Street sewer replacement: 3 Sheets
- 65% Sanitary Sewer Details for the Hudson Street to Ward Street sewer replacement: 2 Sheets
- 65% linework for the 16" water main steel casing to be added to the Front Street 65% grade crossing plan and profiles plans: 2 Updated Sheets
- 65% casing details for the future 16-inch water main at Front Street: 1 Sheet

Task 8.8 Key Understandings

- The key understandings cited in Task 7.10 *Utility Plans* also apply to Task 8.8

8.10 Bridge Plans

CONSULTANT will finalize the connection details to accommodate the future 12-inch water line across the Russian River bridge that incorporate SMART and stakeholder review comments on the 35% submittal. Given the compressed schedule of the CN 002 65% design phase, CONSULTANT will secure over-the-shoulder reviews from City staff at Weekly Design Progress Meetings as budgeted under Task 2.2.3 above.

Task 8.10 Deliverables

- 65% connection details to accommodate a future 12-inch water line to be added to the Russian River Bridge 65% plans: 7 Sheets

Task 8.10 Key Understandings

- The key understandings cited in Task 7.3 *Bridge Plans* also apply to Task 8.10.

Task 8 Deliverables

- Task 8.8 Utility Relocation Plans

- 65% Sanitary Sewer Plan and Profile plans for the Hudson Street to Ward Street sewer replacement: 3 Sheets
- 65% Sanitary Sewer Details for the Hudson Street to Ward Street sewer replacement: 2 Sheets
- 65% linework for the 16" water main steel casing to be added to the Front Street 65% grade crossing plan and profiles plans: 2 Updated Sheets
- 65% casing details for the future 16-inch water main at Front Street: 1 Sheet
- Task 8.10 Bridge Plans
 - 65% connection details to accommodate a future 12-inch water line to be added to the Russian River Bridge 65% plans: 7 Sheets

Task 8 Key Understandings

- Task 8.8 Utility Relocation Plans
 - The key understandings cited in Task 7.10 *Utility Plans* also apply to Task 8.8.
- Task 8.10 Bridge Plans
 - The key understandings cited in Task 7.3 Bridge Plans also apply to Task 8.10.



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

P: 707-794-3330
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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 2026-29 authorizing the General Manager to execute Funding Agreement No. FN-OT-26-001 with the County of Sonoma

Dear Board Members:

RECOMMENDATIONS:

Adopt Resolution 2026-29 authorizing the General Manager to execute Funding Agreement No. FN-OT-26-001 with the County of Sonoma to design roadway improvements as part of SMART's Progressive Design-Build Healdsburg Extension Project under its Phase I Agreement No. CV-DB-25-001.

SUMMARY:

The County of Sonoma ("County") has requested that SMART include the design of roadway improvements as part of the Progressive Design-Build Healdsburg Extension Project. This Funding Agreement will provide for the development of 65% level design to widen a portion of Old Redwood Highway beneath the SMART track. This design will be fully funded by the County in an amount of \$640,375.27.

BACKGROUND:

SMART in conjunction with its Progressive Design-Build Entity ("PDBE"), Stacy and Witbeck/Herzog, A Joint Venture ("SWH") is developing construction documents for the Healdsburg Extension Project under the Progressive Design-Build Phase I Agreement No. CV-DB-25-001. The County has requested that SMART include the design of roadway improvements in the project. Specifically, the County would like SMART's contractor, SWH, to design a widened section of Old Redwood Highway where it passes beneath the SMART track. This opportunity to widen the road has arisen because SMART will be replacing the railroad bridge over Old Redwood Highway. The roadway improvements will increase the line-of-sight through the curve, widen roadway shoulders, and improve the bike lanes along the shoulder of the road. This work is being advanced to a 65% design level to be consistent with SMART's work included in the Phase I Agreement No. CV-DB-25-001. The County, through the Funding Agreement, will pay for the design of their facilities in an amount of \$640,375.27. Final design and construction of the improvements is anticipated to be added to the contract in the future.

SMART is supportive of assisting the County with their work. Combining work into a single contract typically realizes benefits from economies of scale and minimizes disruptions to the public. SMART has implemented work for many municipalities over the years as we have constructed the rail and pathway system.

FISCAL IMPACT: All costs associated with this work will be paid by the County of Sonoma.

Sincerely,

/s/

Bill Gamlen, P.E.
Chief Engineer

Attachments: 1.) Resolution 2026-29
 2.) Funding Agreement No. FN-OT-26-001

RESOLUTION OF THE BOARD OF DIRECTORS OF THE SONOMA-MARIN AREA RAIL TRANSIT DISTRICT ("DISTRICT") AUTHORIZING THE GENERAL MANAGER TO ENTER INTO FUNDING AGREEMENT NO. FN-OT-26-001 WITH THE COUNTY OF SONOMA ("COUNTY") FOR DESIGNING COUNTY IMPROVEMENTS AS PART OF THE HEALDSBURG EXTENSION PROJECT ("PROJECT")

WHEREAS, the District is developing construction documents for the Healdsburg Extension Project under its Progressive Design-Build Phase I Agreement No. CV-DB-25-001; and

WHEREAS, the County has requested the District to prepare 65% level design documents for roadway improvements that are within SMART's project limits; and

WHEREAS, the County and the District agree that it makes sense to combine the work into SMART's Progressive Design-Build Healdsburg Extension Phase I Agreement No. CV-DB-25-001 to improve coordination within District's right-of-way; and

WHEREAS, the County has agreed with a price proposal from the District's Healdsburg Extension Progressive Design-Build Entity ("PDBE"), Stacy and Witbeck/Herzog, A Joint Venture for the design of the County's roadway improvements; and

WHEREAS, this Funding Agreement No. FN-OT-26-001 establishes that the District's Contractor, through its Progressive Design-Build Phase I Agreement, will design the County's roadway improvements in the amount of \$640,375.27; and

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

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 Funding Agreement No. FN-OT-26-001 with the County of Sonoma upon terms and conditions substantially similar to the attached draft as part of SMART's Progressive Design-Build Healdsburg Extension Project.

Resolution No. 2026-29
Sonoma-Marín Area Rail Transit District
August 19, 2026

PASSED AND ADOPTED at a regular meeting of the Board of Directors of the Sonoma-Marín 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-Marín Area Rail Transit District

ATTEST:

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

**FUNDING AGREEMENT
BETWEEN
SONOMA-MARIN AREA RAIL TRANSIT DISTRICT AND COUNTY OF SONOMA
FOR
DESIGN OF OLD REDWOOD HIGHWAY UNDERCROSSING**

THIS FUNDING AGREEMENT ("Agreement") is entered into as of _____, 2026 by and between the **SONOMA-MARIN AREA RAIL TRANSIT DISTRICT** (District), a public entity duly established under the laws of California, and the **COUNTY OF SONOMA** (County), 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 (NWPRA), 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 11.4 in Corte Madera.
- B. 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.
- C. County desires to widen the undercrossing of Old Redwood Highway (the "County Work").
- D. County Work is the type of work contemplated by District and its contractor, as part of the construction of the passenger rail extension to Healdsburg.
- E. County and District staff have determined that that it will be cost effective and minimize impacts to District's construction and rail operations to construct the County Work as part of the construction of the passenger rail extension to Healdsburg.
- F. At the request of County, District is agreeable to include the 65% design of the County Work ("County Design Work") through District's progressive design-build contract CV-DB-25-001. The detailed cost proposal and a detailed scope of services are documented in Exhibit A and Exhibit C which is incorporated and included as part of this Agreement.
- G. County through this Agreement, has agreed to pay for all costs associated with the County Design Work.
- H. Upon completion of 65% design, District and County anticipate revising this funding agreement or entering into a new agreement to complete design and construction of the County Work at County's cost.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, County 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. County shall coordinate the County Design Work with District's Chief Engineer or his designee, contact information for the Parties' respective representatives is set forth below:

District	County
Bill Gamlen	Johannes J. Hoevertsz
Chief Engineer Sonoma Marin Area Rail Transit (SMART) 5401 Old Redwood Highway, Suite 200 Petaluma, CA 94954	Director of Transportation and Public Works County of Sonoma 2300 County Center Drive, Suite B100 Santa Rosa, CA 95403
Phone: 707.794.3330	Phone: 707.565.2231
Fax: 707.794.3037	Fax: 707.565.2620
Email: BGamlen@sonomamarintrain.org	Email: Johannes.Hoevertsz@sonoma-county.com

3. SCOPE OF WORK

- A. County Design Work:

The design-build contractor will develop 65% construction documents for the widening of Old Redwood Highway underneath the railroad bridge to improve traffic operations and to accommodate current and future transportation needs. The roadway will be widened to 48' and will consist of the following features:

- Two 12' travel lanes.
- Two 6.5' bike lanes (5' bike lane with a 1.5' buffer).
- Two 2' paved shoulders.
- Two 2' road shoulders (unpaved).
- Providing a 15' minimum vertical clearance from the bridge soffit to the roadway surface to help ensure safe passage for vehicles, including emergency and maintenance equipment.
- Preparing a Hydrology/hydraulics report to analyze the existing drainage system and proposed drainage improvements to reduce recurring flooding issues, as feasible, and to

prevent stormwater from ponding on the roadway from the creek outfall to the roadway surface.

The detailed cost proposal and a detailed scope of services are documented in Exhibit A and Exhibit C which is incorporated and included as part of this Agreement.

4. DISTRICT'S RESPONSIBILITIES

District shall be responsible for the following:

- A. Contract Administration: District will include the County Design Work in District's progressive design-build contract CV-DB-25-001. District shall administer the contract for the County Design Work, at County's expense.
- B. Procurement: District has procured its progressive design-build contract CV-DB-25-001 in compliance with all applicable legal requirements pursuant to the Public Contract Code and District's progressive design-build authority.
- C. Insurance and Indemnification: District shall require all contractors engaged in the County Design Work to insure, indemnify, and hold harmless the County to the same extent such contractors indemnify and hold harmless District as to the County Design Work and associated activities. District shall provide evidence of same to County prior to the commencement of the County Design Work.
- D. Prevailing Wages: District's progressive design-build contract complies with prevailing wage requirements as provided for under District's Design-Build Contract CV-DB-25-001 and the Labor Code. Accordingly, District will cause all County Design Work to comply with the same applicable prevailing wage laws and regulations, including satisfying all obligations as an "awarding body" as defined by Labor Code section 1722.
- E. Records: District shall maintain complete and accurate records of all transactions related to the County Design Work in compliance with generally accepted accounting principles. Such records shall be available to County at all reasonable times for inspection and analysis.
- F. Notifications: District shall provide monthly updates to County with copies of contractor invoices for the County Design Work. District shall notify County in advance regarding the following, including any changes thereto: 1. Date of commencement of the County Design Work; 2. All County Design Work working hours in County right of way; 3. All traffic control plans related to the County Design Work.

5. COUNTY'S RESPONSIBILITIES

County agrees to perform the following:

- A. Payment: The County shall be responsible for all costs associated with the County Design Work as shown in Exhibit B. The County shall remit payment to District upon execution of this Agreement in the amount of \$640,375.27. This amount does not represent a cap on costs for the County Design Work. County will be responsible for any increase in cost associated with the County's Design Work including unforeseen circumstances or changes initiated by County. In the event District anticipates the cost for County Design Work will exceed the amount of this Agreement, District will promptly notify County. Payments in excess of the amount stated in this Agreement must be approved in advance by County and reflected in amendment to this Agreement. Upon County's approval of the County Design Work, District will perform a true-up and return any unexpended funds to County within 30 days.
- B. Final Plans, Specifications: County shall review and provide written comments or approval of the 65 percent design plans and specifications within twenty (20) calendar days of submittal to County. If County fails to approve or provide written comments on any of design plans within the review period, County shall be deemed to have approved such design plans, unless County requests a reasonable extension for its review. Approvals shall not be unreasonably withheld.
- C. Utilities: County shall coordinate with public and private utility companies to resolve any utility conflicts that may arise as part of the County Design Work.
- D. Right of Entry: County shall provide any required encroachments permits to the District's Contractor at no cost for work at the Old Redwood Highway overcrossing. Additionally, County shall provide SMART and the District's Contractor right of entry for access to County-owned land adjacent to the Old Redwood Highway bridge and roadway, in locations covered by SMART's CEQA document.
- E. Environmental Compliance: County shall be responsible for preparing and documenting any required CEQA determination for County Work.
- F. Title: Upon approval of the plans and specifications, all rights to such work product shall vest with County.

6. ADDITIONAL REQUIREMENTS

- A. Amendments to Agreement: This Agreement may be amended only by the mutual written consent of both Parties.
- B. Indemnification: County shall indemnify, defend, protect, hold harmless, and release District, its officers, agents, and employees, from and against any and all claims, loss, proceedings, damages, causes of action, liability, costs, or expense (including attorneys' fees and witness costs) arising from or in connection with, or caused by any act, omission, or negligence of County in connection

with the 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.

- C. Termination: This Agreement shall terminate upon County's approval of the County Design Work as set forth in paragraph 5(B) above. Notwithstanding the foregoing, either party may terminate this Agreement by giving 30-days prior written notice to the other party, in the manner described in Section 6(D) of this Agreement of its intent to terminate. In the event of termination by the County, County shall pay District for all cost and expenses for the proportion of County Design Work completed, along with any associated cost or claims arising from the termination of the County Design Work except to the extent of breach or violation by District or District's contractor. In the event of termination by District, District shall provide County with all plans, specifications, and other design and construction written work product for the County Design Work, in electronic format, sufficient to facilitate County completion of the County Design Work.
- D. 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

County: Johannes J. Hoevertsz
Director of Public Infrastructure
County of Sonoma
400 Aviation Drive, Suite B100
Santa Rosa, CA 95403

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.

- E. 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.

- F. Entire Agreement: With regard to the County Design Work and matters covered by this 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.
- G. Authority of County and District: The undersigned hereby represent and warrant that he or she has authority to execute and deliver this Agreement on behalf of County and District.
- H. 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.
- I. 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. If necessary to effectuate the intent of the Parties, the Parties will negotiate in good faith to amend this Agreement to replace the unenforceable language with enforceable language that reflects such intent as closely as possible. County and District 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. County and District acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.
- J. Time of Essence: Time is and shall be of the essence of this Agreement and every provision hereof.
- K. No Third-Party Beneficiaries: Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties. 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.
- L. 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.
- M. Acceptance of Electronic Signatures and Counterparts: 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.

- N. Unenforceable Provisions: If a court of competent jurisdiction finds any provision of this Agreement to be illegal, invalid or unenforceable, the Parties agree that such provision will be enforced to the maximum extent permissible so as to effect the intent of the Parties, and the validity, legality and enforceability of the remaining provisions of this Agreement will not in any way be affected or impaired thereby. If necessary to effectuate the intent of the Parties, the Parties will negotiate in good faith to amend this Agreement to replace the unenforceable language with enforceable language that reflects such intent as closely as possible.

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

COUNTY OF SONOMA:

SONOMA-MARIN AREA RAIL TRANSIT DISTRICT:

By: _____

By: _____

Johannes J. Hoevertsz
Director of Transportation and Public Works
County of Sonoma

Eddy Cumins
General Manager
SMART

ATTEST:

By: _____

County Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM FOR DISTRICT:

By: _____

By: _____

Luke Bowman, Deputy County Counsel

Jessica Sutherland, SMART Counsel

EXHIBIT A
DESIGN COST PROPOSAL



SWH-SMART-001R3

August 5, 2026

Mr. Michael Wiltermood
Sonoma Marin Area Rail Transit
5401 Old Redwood Hwy, Suite 200
Petaluma, California 94954

Reference: Design Civil, Track, and Structures Improvements of the
SMART Healdsburg Extension – Phase I
Contract No. CV-DB-25-001
SWH Job No. 35783

Subject: CN 001 – Old Redwood Highway Widening and Drainage Improvements
Cost Proposal – Rev.3

Dear Michael,

SWH is in receipt of CN 001 for the proposed design changes for the Old Redwood Highway Widening and Drainage Improvements. The SWH proposed price for this change is \$627,875.27. This price includes producing a hydrology report, 35%, and 65% design drawings, and associated construction estimates for this proposed change. For more detailed information, please see the attached GHD "Scope of Services" Document.

As indicated in the attached GHD's Scope of Services, if notice to proceed is received in early August 2026, the 35% design would be delivered in late January 2027, and the 65% design in late July 2027.

Cost to complete the design and Issue for Construction, and cost associated with construction will be provided in a Phase II estimate that will take place after 100% scope documents are completed or at any point that is agreed to by SMART and SWH.

SWH will assist SMART in providing road closure requirements for the county to facilitate construction. Additionally, drainage changes and overhead utility relocation agreements will need to be obtained.

As some of these costs are the responsibility of the county, SWH proposes tracking construction costs by breaking the WBS up as per the breakdown below, and further detailed in attachment:

- Railroad Bridge Construction
 - 50% Base Cost (Based on Weight for 80' bridge initially proposed prior to widening)
 - 50% County Cost (Based on Weight for longer bridge)
- Ped Bridge Construction
 - 60% Base Cost (Based on Weight for 100' bridge initially proposed prior to widening)
 - 40% County Cost (Based on Weight for longer bridge)
- Bridge Demo
 - 100% Base Cost
- Wall Demo
 - 100% County Cost
- New Wall Construction
 - 100% County Cost
- Drainage Adjustment
 - 100% County cost



- Roadway Construction
 - 100% County cost

Attachments to letter include:

1. Pricing Sheet
2. GHD Fee Proposal Backup
3. Old Redwood Hwy ROM cost vs CN 001
4. GHD Scope of services
5. GHD Exhibits

Sincerely,

Stacy Witbeck/Herzog, JV

Nick Slama
Project Manager

EXHIBIT B
PROJECT COST

ITEM	ESTIMATE
35% Design Costs	\$323,287.70
65% Design Costs	\$304,587.57
SMART Administration	\$12,500.00
TOTAL	\$640,375.27

EXHIBIT C

SCOPE OF SERVICES

Scope of Services

Healdsburg Extension Project Change Notice 001 – Old Redwood Highway Widening

**RFQ NO. CV-DB-25-
001**



Scope of Services

Project Objective

GHD, Inc. and its subconsultants (“CONSULTANT”) will provide engineering (“Services”) under Change Notice 001 (CN 001) to the Stacy Witbeck/Herzog Joint Venture (SWH) to widen Old Redwood Highway for Phase I of the Healdsburg Extension Progressive Design-Build contract through the 100% submittal milestone. CONSULTANT will provide design engineering professional services for the following elements of work associated with CN 001:

- Field Surveying and Mapping
- Right-of-Way Evaluation
- Civil and structures elements
- Roadway
- Utility facilities and relocations (see Task 7.10 *Utility Plans* for the scope delineation between SWH and CONSULTANT)

CN 001 Project Description

The Healdsburg Extension Project limits extend from the SMART Windsor Station at MP 63.0 to Lytton Springs Road at MP 72.00. The project’s primary objectives are to extend SMART passenger rail service 9 miles to the north, to construct a new SMART station in the City of Healdsburg between Front Street and Healdsburg Avenue, and to extend the non-motorized pathway from the Town of Windsor to the City of Healdsburg where it will tie into the existing Foss Creek pathway. The current baseline scope of services assumes that the Old Redwood Highway grade separation would remain as-is and that the existing drainage inlet located at the low point of the roadway would be rehabilitated to properly convey storm runoff into the existing drainage system.

Roadway and Structures

Existing Conditions

On approach to the intersection of Eastside Road and the Old Redwood Highway grade separation, Old Redwood Highway is a rural two-lane highway functionally classified as a major collector within the County of Sonoma. The highway links the municipalities of Windsor to the south and Healdsburg to the north. Data from 2017 places the two-way Average Daily Traffic (ADT) of Old Redwood Highway at approximately 5,000 vehicles per day (vpd) near the grade separation. The posted speed limit of Old Redwood Highway is 45 mph and marked for no-passing due to poor sight distance.

On approach to the Old Redwood Highway grade separation, the typical roadway section consists of a travel lane in each direction with shoulders and/or Class II bike lanes. At the Old Redwood Highway grade separation, the shoulders and/or Class II bike lanes taper down to two 12-foot-wide travel lanes in each direction with no shoulders. Approximately 80 feet to the west of the Old Redwood Highway grade separation, there is an all-way stop controlled intersection with Eastside Road. The stop controls are enhanced with passive stop beacons in all directions (northbound and southbound Old Redwood Highway and westbound Eastside Road).

The existing Old Redwood Highway through plate girder (TPG) rail bridge was built in 1915 and constructed with a 50-degree skew relative to Old Redwood Highway. The existing bridge abutments are located at the edge of travel lane providing an approximate clear span of 24-feet just enough to accommodate two 12-ft travel lanes. The existing bridge provides a substandard vehicular clearance of 13'-11". Three of the four bridge approaches/departures include pre-cast concrete k-rail placed at the edge of pavement, and there is an approximate 120-ft long metal beam guardrail on the southbound departure side of Old Redwood Highway.

During the Alignment Phase, the CONSULTANT determined that retrofitting the existing Old Redwood Highway TPG rail bridge was not advisable due to the following considerations:

- The bridge has surpassed the typical 100-year design life for steel bridges and has numerous structural deficiencies as documented during a bridge inspection conducted by the CONSULTANT on November 6, 2025.
- The existing bridge was designed to accommodate E55 live loading and retrofitting the superstructure and substructure to accommodate Cooper E80 live loading was deemed cost prohibitive.
- The existing bridge abutments were built with a 50-degree skew relative to the roadway which exceeds the 30-degree maximum skew recommended in the AREMA Manual, UPRR/BNSF Joint Guidelines, and SMART's Design Criteria Manual.
- The horizontal clearance envelope across the existing bridge, as measured in the field, is 16'-0" which is less than the 18'-0" minimum horizontal clearance defined in AREMA Figure 28-1.2 for a train envelope.
- The existing vertical clearance under the rail bridge is 13'-11" which poses a risk of damage from oversized or unauthorized loads that may pass under the bridge. The existing vertical clearance is also less than the clearances recommended in the BNSF/UPRR Guidelines for Railroad Grade Separation Projects.
- The roadway would need to be lowered by approximately 3' to achieve a 15'-0" vertical clearance from the new roadway surface to the retrofitted TPG rail bridge and new prefabricated NMP bridge soffits. To accommodate 3 foot lowering of the roadway, approximately 850' of Old Redwood Highway would need to be reconstructed along with a 400' section of Eastside Road. Furthermore, long stretches of new retaining walls would be needed along both shoulders of the lowered roadway.
- Lowering the roadway would also necessitate reconstructing the entire existing drainage system in Old Redwood Highway including the existing drainage inlet at the low point, existing concrete drainage channel along the south shoulder of the roadway (east side of the bridge), and large concrete box culvert near the existing rail bridge's south abutment. Furthermore, a pump station would likely be needed at the new low point of the roadway since gravity discharge into the existing channel would be unfeasible.
- Lowering the roadway would likely necessitate relocating existing underground Comcast telecom, PG&E gas distribution, and PG&E gas transmission main facilities given that such facilities are approximately 3 to 4 feet below grade.

Current Baseline Scope

CONSULTANT'S current Phase I scope of services through the 65% design phase assumes that the existing rail bridge abutment walls along Old Redwood Highway, including the roadway pavement, would be protected-in-place and that the new TPG rail bridge and NMP bridge abutments would be placed beyond the existing abutment walls to accommodate a future roadway widening project led by the County of Sonoma. The existing track profile would be raised by approximately 3' to achieve 15'-0" of vertical clearance between the existing roadway surface and the new TPG rail bridge and NMP bridge soffits. The current scope assumes that the County of Sonoma may choose to widen the roadway to 48', remove the existing abutment walls, and construct new retaining walls along the new roadway shoulders at a future date.

CONSULTANT'S current scope of services also includes replacing the existing TPG rail bridge with a new 80' long TPG rail bridge designed to accommodate Cooper E80 loading, along with constructing a new 13' wide prefabricated NMP bridge adjacent to the east side of the new TPG rail bridge. Sacrificial fascia beams (HSS 24 x 24 x 1/2) will be placed adjacent to the west side of the new TPG rail bridge and adjacent to the east side of the new NMP bridge to prevent damage to either structure in the event of a vehicle collision.

The new TPG superstructure will consist of two steel through-plate girders approximately 6'-10" deep on each side of the track that would accommodate an 18'-0" wide clearance envelope along with 2' wide CPUC walkways. The TPG bridge's floor beam system will consist of W18 x 119 floor beams with one W12 x 50 diaphragm at the center. Knee braces will be provided on the through plate girders to prevent lateral-torsional buckling of the compression flanges. The new TPG rail bridge substructure will consist of 4'-2" thick cast-in-place, reinforced concrete abutments supported by steel HP piles, along with cast-in place concrete wingwalls at the four corners of the abutments.

CN 001 Scope

Under CN 001, CONSULTANT would produce 35%, 65%, and 100% Roadway Plan & Profile plans, Signage & Striping plans, and Roadway Improvement plans for a widened Old Redwood Highway. CONSULTANT assumes that additional roadway and traffic-related specifications would not be required under CN 001 since the current specifications included in the Phase I scope of services will adequately cover the proposed infrastructure associated with the Old Redwood Highway widening.

CONSULTANT will advance design of the Old Redwood Highway alternative that removes the current "dogleg" and utilizes a long horizontal roadway curve that adheres to current roadway standards consistent with the concept presented to the County of Sonoma on March 13, 2026. The preferred alternative would reconstruct approximately 850 linear feet of Old Redwood Highway and widen it from 24' to 48' to accommodate the County's stated preferred roadway cross section consisting of:

- Two 12' travel lanes
- Two 8' bike lanes (5' bike lanes with 3' buffers)
- Two 2' road shoulders and
- Two 2' curb & gutters

This alternative would maintain the existing location of the shoulder along the south side of Old

Redwood Highway and widen the roadway 24' to the north while maintaining the current roadway profile. A new retaining wall approximately 400' long will be placed along the proposed north shoulder of the road since the existing roadway is in a cut section in the vicinity of the SMART rail bridge.

This alternative would also remove both existing rail bridge abutment walls/wingwalls and construct new abutment walls/wingwalls along the proposed roadway shoulders. The proposed south abutments of the new rail and NMP bridges will be placed near the location of the existing south abutment of the rail bridge, while the proposed north abutments of the new rail and NMP bridges will be placed approximately 24' north of the existing north abutment of the rail bridge.

Consistent with the current Baseline Scope, the existing through plate girder (TPG) rail bridge will be replaced with a new 120.5' long TPG rail bridge designed to accommodate Cooper E80 loading. In addition, a new 140' long, 13' wide prefabricated NMP bridge will be constructed adjacent to the east side of the new TPG rail bridge consistent with the current Baseline Scope. The existing track profile will be raised by approximately 3' to achieve 15'-0" of vertical clearance between the new roadway surface and the new TPG rail bridge and NMP bridge soffits.

Under CN 001, CONSULTANT would also produce 35%, 65%, and 100% Retaining Wall Sections & Details plans and Retaining Wall Plan & Profile plans for the new approximate 400' long retaining wall to be located along the north shoulder of Old Redwood Highway. CONSULTANT assumes that a Caltrans Type 1 retaining wall would be utilized per standard B3-1A of the Caltrans Standard Plans. The retaining wall would be up to 10' high which would yield a 5' wide footing extending from the back of the retaining wall which would extend beyond the existing right-of-way line at the pinch point. CONSULTANT also assumes that additional retaining wall-related specifications would not be required under CN 001 since the current specifications included in the Phase I scope of services will adequately cover the proposed infrastructure associated with the new retaining wall.

Drainage

Existing Conditions

County of Sonoma as-built plans indicate that there is an existing drainage inlet located at the low point of Old Redway Highway that's connected to an 18" CMP which crosses under the road and outfalls into a nearby stream. CONSULTANT could not field locate the inlet and it appears to not be functioning as intended. As a result, localized flooding at the low point of the roadway (directly beneath the existing rail bridge) has been observed during heavy rain events this winter even though the area is not located in a designated floodplain.

There's also a shallow concrete drainage channel located along the south side of Old Redwood Highway behind the existing guardrail (on the east side of the railroad bridge) that transitions into a curved concrete box culvert near the existing rail bridge abutment. A recent survey scan of the curved concrete box culvert concluded that it's in relatively good condition, but that thick vegetation within the channel downstream of the culvert is likely restricting its conveyance capacity and thereby contributing to localized flooding.

Current Baseline Scope

CONSULTANT'S current Phase I scope of services through the 65% design will design a retrofit of the existing drainage inlet (located at the low point of Old Redway Highway) that's connected

to an 18" CMP which crosses under the road and outfalls into a nearby stream. This relatively straightforward fix would help mitigate observed flooding directly underneath the existing SMART rail bridge without additional improvements to the roadway's existing drainage system.

CN 001 Scope

Under CN 001, CONSULTANT would produce a Draft and Final Hydrology Report that analyzes the condition of the existing drainage system and documents required drainage infrastructure improvements to accommodate an additional 10,500 square feet of impermeable roadway surface along with contributing stormwater from adjacent parcels. The Report will include exhibits that delineate adjacent watersheds that currently contribute stormwater onto Old Redwood Highway and include a detailed summary of the rational method calculations used to determine the peak runoff in cubic feet per second (cfs) from each adjacent watershed for a 10-year, 25-year, and 100-year storm event. This detailed summary will include a table of calculated runoff coefficients, time of concentration, and rainfall intensity for each delineated watershed.

Following completion of the peak runoff calculations, CONSULTANT will determine if the following existing drainage features will need to be upsized to accommodate the additional impermeable roadway surface and contributing stormwater from adjacent parcels:

- The existing drainage inlet currently located at the low point of Old Redway Highway would be replaced with a new drainage inlet to be located within the new north shoulder of the roadway at the current low point. The existing concrete ditch located on the north side of the road that outfalls into this existing drainage inlet would be rebuilt and redirected into the new drainage inlet. The existing 18" CMP that connects into this existing drainage inlet currently crosses under the road and outfalls into the nearby stream located just south of the roadway. This CMP would be replaced in its entirety with a larger diameter CMP or extended by approximately 24' to connect into the new drainage inlet if deemed to be sized appropriately.
- The preferred roadway alternative would protect-in-place the existing concrete ditch that runs along the south shoulder of Old Redwood Highway unless it's deemed to be insufficiently sized to accommodate calculated peak runoff. A larger concrete ditch would need to be sized and designed if the existing capacity of the concrete ditch is deemed insufficient.
- This existing curved concrete box culvert, located just south of the existing rail bridge abutment, that conveys storm runoff from the concrete ditch mentioned above would be protected in place unless it's deemed to be insufficiently sized to accommodate calculated peak runoff. A larger curved concrete box culvert would need to be sized and designed if the existing capacity of the concrete box culvert is deemed insufficient.
- The existing 3' x 3' concrete drainage inlet currently located in the north shoulder of Old Redwood Highway, approximately 165' west of the existing rail bridge, would be replaced with a new concrete drainage inlet to be located within the new north shoulder of the roadway. The existing 18" RCP that connects into this existing 3' x 3' concrete drainage inlet currently crosses under the road and outfalls into the nearby stream located just south of the roadway. This RCP would be replaced in its entirety with a larger diameter RCP or extended by approximately 24' to connect into the new concrete drainage inlet if deemed to be sized appropriately.

CONSULTANT would produce 35%, 65%, and 100% Drainage Detail plans and Drainage Plan & Profile plans for new drainage infrastructure associated with the widening of Old Redwood Highway. CONSULTANT assumes that additional drainage-related specifications would not be required under CN 001 since the current specifications included in the Phase I scope of services will adequately cover the proposed drainage infrastructure summarized above.

Utilities

Existing Conditions

An existing utilities base map was prepared during the project's Alignment Phase under CONSULTANT'S current contract based on as-built information received from SMART, County of Sonoma, Sonoma County Water Agency, AT&T, Lumen, Sonic Telecom, Comcast, PG&E, and City of Santa Rosa. CONSULTANT continues to update the existing utilities base file during the 35% design phase to depict more precise locations of existing utilities as informed by Underground Service Alert (USA) field markings combined with supplemental field survey. The project's current existing utilities base file is classified as Quality Level C under ASCE Standard 38-02 *Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data*. The project's potholing early works package is anticipated to commence in May 2026 that will help define more precise locations of known, and possibly unknown, utilities to achieve an existing utilities base map deemed Quality Level A under ASCE 38-02 at the conclusion of the current 35% design phase.

The existing utilities summarized below are located within the limits of the proposed improvements associated with CN 001:

- AT&T
- Comcast
- Lumen California
- Pacific Gas & Electric – Gas Distribution
- Pacific Gas & Electric – Gas Transmission
- Pacific Gas & Electric – Electric Distribution
- Pacific Gas & Electric – Electric Transmission
- City of Santa Rosa – Reclaimed Water
- Sonic Telecom

Current Baseline Scope

CONSULTANT'S current Phase I scope of services through the 65% design phase assumes that there are no impacts to existing underground utilities within Old Redwood Highway since the existing rail bridge abutment walls along Old Redwood Highway, including the roadway pavement, would be protected in place. The new TPG rail bridge and NMP bridge abutments will be placed beyond the existing abutment walls and pose no impact to existing underground utilities running parallel to Old Redwood Highway.

The existing track profile will be raised by approximately 3' to achieve 15'-0" of vertical clearance between the existing roadway surface and the new TPG rail bridge and NMP bridge soffits. The track raise will result in a vertical clearance of 20'-6" from the proposed top of rail to the existing AT&T overhead telecom line located along the south shoulder of the road and thus necessitating relocation of the line to achieve 24'-6" of vertical clearance.

CONSULTANT'S current scope of services also includes replacing the existing through plate girder (TPG) rail bridge that includes an existing AT&T fiber optic line mounted to the bridge. The new 120.5' long TPG rail bridge designed to accommodate Cooper E80 loading will be designed accommodate the relocated AT&T fiber line.

CN 001 Scope

Under CN 001, CONSULTANT would update the Project's existing utilities base file to include all existing public and private utilities located within the proposed footprint of the preferred roadway alternative envisioned to reconstruct approximately 850' linear feet of Old Redwood Highway. The Project's current existing utilities base file includes existing public and private utilities within Old Redwood Highway extending approximately 150' in both directions from the existing rail bridge, and additional utility as-built records will need to be obtained to complete the initial utility base map within the proposed roadway footprint.

Once additional existing utilities are mapped using available as-built documents, CONSULTANT will further update the existing utilities base during the 35% design phase of CN 001 to depict more precise locations of existing utilities within Old Redwood Highway as informed by Underground Service Alert (USA) field markings combined with supplemental field survey. The Project's early works potholing package may also need to be augmented with additional potholes to precisely locate existing utilities that may be impacted by the new 400' retaining wall to be placed along the proposed north shoulder of the roadway. Furthermore, additional potholes may be needed to precisely locate the 18" CMP and 18" RCP storm drain lines that convey drainage from the north side of Old Redwood Highway into the stream located just south of the roadway.

CONSULTANT will produce 35%, 65%, and 100% Utility Conflict plans and Utility Plan & Profile plans for a widened Old Redwood Highway. CONSULTANT assumes that additional utility-related specifications would not be required under CN 001 since the current specifications included in the Phase I scope of services will adequately cover the proposed utility infrastructure summarized above. The plans would also detail the proposed locations of the relocated PG&E gas distribution and transmission lines that currently run along the north side of Old Redwood Highway if they need to be relocated to the new edge of roadway on the north side.

Topographic Mapping and Right of Way

Current Baseline Scope

CONSULTANT'S current Phase I scope of services through the 65% design phase includes development of the Project's right-of-way base file that delineates SMART's existing right-of-way for the Project's entire 9-mile corridor along with the County of Sonoma's existing right-of-way along Old Redwood Highway extending approximately 100' in either direction from the existing rail bridge. CONSULTANT confirmed during the Project's Alignment Phase that the proposed abutments, wing walls, and footings associated with the new TPG rail bridge and NMP bridge fit within SMART's existing right-of-way and that no right-of-way acquisition was required to build the Project's proposed infrastructure in the vicinity of Old Redwood Highway.

CONSULTANT'S current Phase I scope of services through the 65% design phase also includes development of the Project's topographic base map derived from aerial photogrammetry that extends approximately 250' along Old Redwood Highway east of the existing rail bridge, and approximately 450' along Old Redwood Highway west of the rail bridge. In addition, the Project's current surveying scope of services includes supplemental field survey for Old Redwood Highway within the limits of SMART's existing right of way including a sag survey on the overhead PG&E electric and AT&T telecom lines that span across the existing rail bridge.

CN 001 Scope

Under CN 001, CONSULTANT would update the Project's existing right of way base file to include the County of Sonoma's existing right-of-way along the entire 850' length of widened roadway.

At the east end of the proposed widened roadway footprint, the existing right of way is constrained and widening the roadway to the north would place a Caltrans Type 1 retaining wall near the existing right of way line. Based on the conceptual widened roadway layout, it appears that the back face of the proposed retaining wall along the north shoulder of the road would be located within inches of the existing right of way line and that the proposed footing would extend approximately 5' into the adjacent private parcel along an approximate 100' stretch of the roadway.

CONSULTANT assumes that a plat and legal description document would need to be developed to support the partial acquisition of this private parcel as part of CN 001. CONSULTANT also assumes that the County of Sonoma would be responsible for leading all other aspects of the right-of-way acquisition process associated with this partial take of the private parcel to accommodate the widened roadway. During the 35% phase of CN 001, CONSULTANT and SWH will collaborate with SMART and the County of Sonoma to advance a wall type selection process to determine the feasibility of utilizing a soldier pile or sheet pile type retaining wall to eliminate the proposed footing associated with the Caltrans Type 1 retaining wall. CONSULTANT would need to process an amendment to CN 001 if it's later determined that additional support is needed to complete the right-of-way acquisition process beyond just developing the plat and legal description document for the partial private parcel take.

Under CN 001, CONSULTANT would also update the Project's existing topographic base file to extend along the entire 850' length of widened roadway. CONSULTANT assumes that the existing topographic base file would be augmented with additional topographic mapping via aerial photogrammetry captured during the flyover in October 2025.

Schedule

CN 001 will consist of the following phases:

35% Design Level Preliminary Engineering

This phase includes the development and analyses of critical design element alternatives in support of Army Corp and/or CDFW environmental permit applications required for the improvements associated with CN 001. In addition, an environmental effect footprint will be determined based on the preferred design alternative to facilitate required environmental clearance to be completed by SMART's environmental consultant. The CONSULTANT will develop preliminary engineering documents to support the environmental work to be completed by SMART's environmental consultant.

65% Design Level Preliminary Engineering

This phase includes the development of plans and specifications necessary for negotiating the Project's Guaranteed Maximum Price (GMP).

100% Final Design

This phase includes the development of plans and specifications necessary for constructing the proposed improvements to Old Redwood Highway. The retaining wall in CN 001 will be included as an early works package for submission in July 2027 so that it correlates with the rail and NMP bridges design schedule under the current baseline scope of services.

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The detailed Scope of Services (following pages) is based on the following key schedule assumptions:

- Assumed CN 001 Notice to Proceed: Early August 2026
- 35% Design Level Preliminary Engineering (6 Months): Late January 2027
- 65% Design Level Preliminary Engineering (6 Months): Late July 2027
- 100% Design (5 months): Late December 2027 (Early July 2027 for the retaining wall early works package)

Phase I – Project Management and Integration

Task 1 - Project Management and Control

The CONSULTANT's Principal Engineer (Civil/Rail) will work under the direction of the SWH PDBE Deputy PM to deliver the 35% design phase of CN 001 under the current project management budget established for Phase I through November 2026. Task 1 includes 13 months of additional budget to cover all project management-related activities beyond Phase I of the current Project to deliver the 65% and 100% design phases of CN 001.

CONSULTANT'S co-located team members will continue to take direction from CONSULTANT'S Principal Engineer (Civil/Rail), SWH's PDBE Representative (Project Manager), and SWH's PDBE Deputy PM, while the CONSULTANT'S Principal Engineer (Civil/Rail) will continue to manage the day-to-day activities of the other CONSULTANT team members based in their respective home offices.

The CONSULTANT shall provide the following project management activities under Task 1 through the 100% phase of CN 001:

CONSULTANT Activities

1.1 Project Management

CONSULTANT will support SWH in incorporating CN 001 into the project's contract, scope, schedule, budget, and Project Team. CONSULTANT will continue to directly manage and coordinate its staff and subconsultants during the 35% Design Level Preliminary Engineering phase of CN 001 under the current Phase I project management budget. Task 1.1 *Project Management* includes 13 months of additional budget for project management-related activities to deliver the 65% Design Level Preliminary Engineering and 100% Final Design phases under CN

001. SWH will keep SMART informed on all aspects of the development of CN 001 design and deliverables.

1.3 Project Controls

1.3.2 Schedule Management

The following schedule management-related activities associated with the 35% Design Level Preliminary Engineering phase of CN 001 will be covered under the current Phase I schedule management budget.

- **Work Breakdown Structure:** CONSULTANT will support SWH in preparing an updated Work Breakdown Structure (WBS) based on the approved CN 001 scope of work. These elements will be incorporated into the project schedule and the participation and level of effort for SWH and CONSULTANT will be clearly defined.
- **Critical Path Method Schedule:** CONSULTANT will support SWH in preparing an updated Critical Path Method (CPM) project schedule that provides a detailed sequence of all activities required to complete the scope of services under CN 001 within the contract duration, using the WBS specified in the updated detailed work plan. The project schedule will include all known constraints, task dependencies (logic), deliverables, SMART reviews, third-party reviews, quality assurance/quality control (QA/QC) reviews, and applicable deliverables and milestones associated with CN 001. SMART will identify critical design milestones for CN 001 that SWH must include in the updated schedule. The schedule will distinguish the critical path from other non-critical activities.
- **Updated Baseline Schedule:** SWH will submit the updated baseline schedule to SMART in an electronic format compatible with Primavera P6 within 21 calendar days of the CN 001 NTP. SMART will review and comment on the updated baseline schedule within ten (10) calendar days of receipt. CONSULTANT will support SWH to incorporate review comments and resubmit the updated schedule as part of the updated Project Management Plan.

Task 1.3.2 Schedule Management includes 13 months of additional budget for schedule management-related activities to deliver the 65% Design Level Preliminary Engineering and 100% Final Design phases under CN 001. Specifically, additional budget is needed to:

- Assist SWH in evaluating current schedule performance relative to the updated approved baseline schedule to show current performance.
- Continue supporting SWH to update the schedule each month to indicate actual start and finish dates, remaining project duration, and percentage of work completed.

1.5 Invoicing, Contract Administration, Reporting, and CPM

CONSULTANT will establish, maintain, and administer updated agreements with its subconsultants for the inclusion of CN 001.

The current Task 1.5 budget established for Phase I of the Project will cover all invoicing-related activities through the 35% Design Level Preliminary Engineering phase of CN 001. However, the task's current budget will need to be augmented with 13 months of additional budget to cover all invoicing-related activities during the 65% Design Level Preliminary Engineering and 100% Final Design phases of CN 001 consistent with the current Phase 1 scope of services.

CONSULTANT continues to assume that SWH will submit CONSULTANT'S invoices no later than thirty (30) days from the date the services/charges were incurred by CONSULTANT.

CONSULTANT continues to assume that SMART will pay SWH within 30 days following submission of an invoice and that SWH will pay CONSULTANT no later than thirty (30) days from receipt of payment by SMART. CONSULTANT also continues to assume that there will be no retention of CONSULTANT'S payment unless SMART imposes payment retention on SWH.

1.7 Design Quality Assurance/Quality Control

CONSULTANT's Design Quality Control (QC) Manager will continue to enforce the project's Design Quality Assurance/Quality Control (QA/QC) standards and procedures for all deliverables associated with CN 001. CONSULTANT will submit an updated Design Quality Management Plan (QMP) within 30 days of NTP in accordance with SMART's QMP requirements that will include an updated list of formal submittals associated with CN 001 to SMART.

The Design QMP dictates procedures for the CONSULTANT to confirm that all contract documents associated with CN 001 have been checked and comply with SMART's Design Criteria. The QC Manager will notify the CONSULTANT's Principal Engineer that the Design Submittal Checklist and Certification form can be signed and submitted to SMART prior to the 35%, 65%, and 100% design milestone submittals for CN 001. The QC Manager will maintain a running list of observed deficiencies, discrepancies, and non-compliances, and deploy corrective actions prior to each design milestone submittal.

1.8 Electronic File Management

CONSULTANT will continue to furnish a CADD Manager to ensure that all electronic files associated with CN 001 adhere to the SMART Drawing Standards across all design disciplines so that the team can more efficiently advance the design through all submittal milestones. CONSULTANT'S CADD Manager will also continue to be responsible for maintaining file security by limiting access to only active Project Staff by maintaining a log of usernames assigned to each team member. In addition, CONSULTANT'S CADD Manager will continue to be responsible for maintaining the Project folder structure on BIM360 and for uploading all updated files into the BIM360 folders by 5:00 PM Pacific every Friday afternoon.

Task 1 Deliverables

- Task 1.3 Project Controls
 - Input into the Summary of Hours and Dollars spreadsheet for design-related tasks in CONSULTANT'S CN 001 scope of services for the 65% Design Level Preliminary Engineering, and 100% Final Design phases under CN 001
 - Input into the revised CPM schedule for design-related work elements in CONSULTANT'S CN 001 scope of services for the 65% Design Level Preliminary Engineering, and 100% Final Design phases under CN 001
- Task 1.5 Invoicing, Contract Administration, Reporting and CPM
 - Invoices for progress payments at submittal milestones, due to SMART Accounts Payable in accordance with Section 18.01 of the Phase I Agreement for the 65% Design Level Preliminary Engineering, and 100% Final Design phases under CN 001
- Task 1.7 Quality Assurance/Quality Control
 - Updated Design Quality Management Plan
 - Updated design Submittal Checklist and Certification Forms at milestone submittals

- Task 1.8 Electronic File Management
 - All electronic CADD and digital terrain model data and related files used in the production of the CN 001 contract drawings

Task 1 Key Understandings

- Task 1.1 Project Management
 - Task 1.1 Project Management includes 13 months of additional budget for project management-related activities to deliver the 65% Design Level Preliminary Engineering, and 100% Final Design phases under CN 001
- Task 1.3 Project Controls
 - Task 1.3.2 Schedule Management includes 13 months of additional budget for schedule management-related activities to deliver the 65% Design Level Preliminary Engineering, and 100% Final Design phases under CN 001
- Task 1.5 Invoicing, Contract Administration, Reporting and CPM
 - Task 1.5's current budget will need to be augmented with 13 months of additional budget to cover all invoicing-related activities during the 65% Design Level Preliminary Engineering, and 100% Final Design phases of CN 001
- Task 1.7 Quality Assurance/Quality Control
 - None
- Task 1.8 Electronic File Management
 - None

Task 2 – Design and Project Integration

This task involves design and project integration and interface management services as a part of the scope of work for CN 001. CONSULTANT will continue to support SWH in coordinating with authorities having jurisdiction (AHJs) as specified in the subtasks below to develop consensus on a design that will be accepted by the AHJs, as well as other consultants or parties engaged formally or informally by SMART. The scope of these services generally includes the following:

CONSULTANT Activities

2.2 Design Review and Agency Coordination

The CONSULTANT shall assist SWH in coordinating with Authorities Having Jurisdiction (AHJs) such as the County of Sonoma, utility providers (public and private), and private property owners to deliver the scope of services associated with CN 001. CONSULTANT's management and engineering staff shall continue to attend formal and informal design review meetings with SMART and other consultants and agencies. The CONSULTANT's preparation and attendance at such meetings shall be considered an ongoing design function to perform the specified scope of services.

SWH shall continue to produce meeting notes for internal and external contract coordination and shall continue to maintain action item/interface lists to facilitate resolution of third-party issues associated with CN 001. CONSULTANT shall review and provide input into the meeting notes and action items/interface lists specific to CN 001. These meetings shall be anticipated by the CONSULTANT and shall be included in the scope of services as follows:

2.2.3 County of Sonoma Coordination

CONSULTANT will assist SWH in coordinating with the County of Sonoma to comply with its specific design review process. CONSULTANT will participate in formal and informal design review meetings with County of Sonoma staff as facilitated by SWH to secure over-the-shoulder reviews and formal review comments on the CN 001 35%, 65%, and 100% PS&E documents.

For improvements outside of SMART's right-of-way, CONSULTANT assumes that the design of such improvements will need to adhere to the County of Sonoma Department of Transportation and Public Works Construction Standards published on the Sonoma County Public Infrastructure website.

The CONSULTANT shall also be responsible for coordinating its design and managing the integration of its work with the planning, design, and construction work by other project consultants and contractors for all known County of Sonoma projects that may interface with the Old Redwood Highway widening design features.

The CONSULTANT shall coordinate with SMART and/or SWH permit staff by providing the documents, drawings, information, and support necessary for the development and preparation of required permits, including key land use and construction permit applications with the County of Sonoma. CONSULTANT will support SWA in coordination efforts with the County of Sonoma up to a budgeted level of effort included in this task in the negotiated fee breakdown. Hours spent on this task will be tracked and reported monthly, and efforts beyond this level of effort will be negotiated and paid for separately.

2.2.4 Public and Private Utilities Coordination

CONSULTANT will support SWH in coordinating with public and private owners to secure additional utility mapping for Old Redwood Highway and Eastside Road to accommodate the Old Redwood Highway widening. Specifically, CONSULTANT will:

- Obtain utility record drawings to establish the positive location of all utilities that may be affected by the Old Redwood Highway widening.
- Identify and document potential conflicts between all existing utilities and proposed improvements associated with the Old Redwood Highway widening. If CONSULTANT demonstrates through design documentation that relocation cannot be avoided, CONSULTANT shall develop required pothole information for every utility identified in a "Utility Relocation Request" to be submitted to SMART for approval.
- Establish the limits of utilities to be demolished or abandoned along with the locations of all relocated utilities.

CONSULTANT will support SWA on coordination efforts with public and private utility owners up to a budgeted level of effort included in this task in the negotiated fee breakdown.

Task 2.2 Key Understandings

- SWH will continue to produce meeting notes and maintain action item/interface lists for all meetings included in Task 2.2 for review and input by the CONSULTANT.
- CONSULTANT will support coordination efforts with the AHJs listed under Task 2.2 up to the stated budgeted level of effort.

- CONSULTANT assumes that SWH will provide all private utility owners known to have facilities in the Old Redwood Highway right-of-way with plan sets or exhibits for them to confirm that their facilities are indeed impacted by the roadway widening and, if so, to initiate the relocation design. CONSULTANT has not included budget to design the relocation of private utilities such as gas, fiber/comm, and electrical/power that may conflict with the proposed infrastructure associated with CN 001.
- CONSULTANT assumes that SWH will continue to be responsible for leading all coordination efforts with utility owners to determine the following:
 - Utility relocation strategies and schedules
 - Franchise and permit process
 - Verification of utility property rights
 - Responsibility for utility relocation costs

Task 2.2 Deliverables

- Input into the Weekly Technical Task Force Meetings meeting notes and action items/interface lists specific to CN 001.
- Input into the Agency Coordination Meetings meeting notes and action items/interface lists for all subtasks under Task 2.2 specific to CN 001.

2.3 Environmental Consultant Coordination

For purposes of the project's environmental clearance effort, CONSULTANT will support SMART's environmental consultant in the preparation of CEQA and NEPA documents to evaluate the inclusion of the Old Redwood Highway widening into the project's scope of services. CONSULTANT will support SWA on coordination efforts with SMART's environmental consultant up to a budgeted level of effort included in this task in the negotiated CN 001 fee breakdown.

2.3.1 Project Description and Impact Footprint Support

CONSULTANT will assist SMART's environmental consultant in preparing an updated project description and impact footprint that will serve as a basis of analysis for the environmental clearance and regulatory permitting process. The updated project description and footprint will be based on the preliminary engineering drawings and constructability analysis (e.g., temporary construction access and staging areas). SMART's environmental consultant will be in responsible charge of preparing the updated project description, and CONSULTANT will assist in the preparation of supporting graphics and figures including, but not limited to, the temporary and permanent impact footprint as directed by SMART's Project Manager.

CONSULTANT's staff will continue to coordinate proactively with SMART's environmental consultant to ensure that an accurate updated project description and footprint are developed in a timely manner to meet project schedule needs. CONSULTANT can directly prepare or edit portions of the updated project description and/or footprint to allow SMART to select different roadway configurations as information from the County of Sonoma becomes available.

SMART's environmental consultant will be responsible for submitting a draft updated project description and impact footprint to SMART for review and comment. Based on comments from

SMART, the project description will be finalized by SMART's environmental consultant with support from CONSULTANT as requested by SMART's Project Manager. SMART's environmental consultant will move forward with the preparation of updated technical studies upon completion of the Project Description and Impact Footprint.

Task 2.3.1 Key Understandings

- CONSULTANT will support SWA on coordination efforts with SMART's environmental consultant up to a budgeted level of effort included in this task in the negotiated CN 001 fee breakdown.
- CONSULTANT'S environmental scope under Task 2.3.1 is limited to ongoing participation at coordination meetings with SMART's environmental consultant and the preparation of supporting graphics and figures for inclusion in the updated project description and impact footprint.

Task 2.3.1 Deliverables

- Supporting graphics and figures for the updated Draft and Final Project Description
- Draft and final impact footprints (temporary and permanent)

Task 2 Deliverables

- Task 2.2 Design Review and Agency Coordination
 - Input into the Agency Coordination Meetings meeting notes and action items/interface lists for all subtasks under Task 2.2 specific to CN 001
 - Supporting documents, drawings, and information for permits, and concurrence letters specific to CN 001
 - Design Review presentations at the 35%, 65%, and 100% design milestones that incorporate the Old Redwood Highway widening scope of services included in CN 001
- Task 2.3 Environmental Consultant Coordination
 - Supporting graphics and figures for the updated Draft and Final Project Description
 - Draft and final impact footprints (temporary and permanent)

Task 2 Key Understandings

- Task 2.2 Design Review and Agency Coordination:
 - CONSULTANT assumes that SWH will provide all utility owners known to have facilities in the Old Redwood Highway right-of-way with plan sets or exhibits for them to confirm that their facilities are indeed impacted by the roadway widening and, if so, to initiate the relocation design.
 - CONSULTANT assumes that SWH will continue to be responsible for leading all coordination efforts with utility owners to determine the following:
 - Utility relocation strategies and schedules
 - Franchise and permit process
 - Verification of utility property rights

- Responsibility for utility relocation costs
- Task 2.3 Environmental Consultant Coordination
 - SMART's environmental consultant will be responsible for developing the following environmental deliverables as required by the appropriate level of CEQA/NEPA documentation:
 - Updated Draft and Final Project Description
 - Updated Draft and Final Impact Footprint

Phase I – 35% Design Level Preliminary Engineering

Task 4 – Initial Engineering and Technical Studies

This task involves producing additional topographic mapping and existing right of way evaluation to support the 35%, 65%, and 100% design phases of the Old Redwood Highway widening scope of services included in CN 001.

CONSULTANT Activities

4.1 Field Survey and Mapping

The Project's existing topographic base file will be updated to extend along the entire 850' length of widened roadway. CONSULTANT assumes that the existing topographic base file developed under the current Phase I contract would be augmented with topographic mapping via aerial photogrammetry captured during the flyover in October 2025. All additional supplemental field survey will be merged with the aerial topographic mapping developed under CN 001.

The supplemental field survey will include features such as, but not limited to, edge of pavement, AC dikes, drainage inlets, concrete drainage ditches, utility markings on the pavement, overhead utility poles, retaining walls, and any other pertinent information that could apply to CN 001 during design.

Mapping along the widened roadway will extend 10 feet beyond the edge of pavement on each side of the roadway as access is allowed, and mapping along East Side Road will extend 500 feet south of the intersection with Old Redwood Highway.

Task 4.1 Deliverables

- Supplemental field surveys will be collected and merged with new topographic mapping tiles developed under CN 001. A PDF of the supplemental field survey will be provided to outline the extent of the detailed survey specific to the Old Redwood Highway widening.
- Updated existing topographic base file that extends along the entire length of widened roadway.

Task 4.1 Key Understandings

- Base mapping and DTMs will be owned by SMART

4.2 Preliminary Geotechnical Evaluation

CONSULTANT will determine the R-value needed to design the proposed roadway pavement section of Old Redwood Highway by utilizing soil characteristics to be obtained from the proposed geotechnical boring near the existing rail bridge to be conducted under the current Phase I contract.

Task 4.2 Deliverables

- Addition of a proposed roadway pavement section for Old Redwood Highway to be added to the Preliminary Geotechnical Design Report.

Task 4.2 Key Understandings

- The geotechnical boring to be conducted near the existing rail bridge at Old Redwood Highway can be used to determine the R-value needed to design the proposed roadway pavement section. This would eliminate the need to conduct an additional geotechnical boring within the existing pavement of Old Redwood Highway.

4.4 Right-of-Way Evaluation

CONSULTANT will conduct an inventory of the parcels and utility easements in the vicinity of a widened Old Redwood Highway under CN 001. The inventory will include research on right-of-way record maps, County of Sonoma APN maps, and affected roadway boundaries. The search will include:

- Obtaining additional existing right-of-way maps and record maps
- Obtaining additional deeds and maps if available for likely affected easements
- Obtaining additional available county mapping along the affected Project footprint for use in right-of-way and parcel boundary resolution
- Obtaining additional utility maps to verify utility easements

Additional obtained record information will be included in the existing right of way base file developed under Task 4.1 of the current Phase I contract, and a preliminary evaluation of likely right-of-way impacts will be included in the Right-of-Way Evaluation Matrix summarizing key property issues.

Task 4.4 Deliverables

- Updated Right-of-Way Evaluation Matrix summarizing key property issues which could affect project design elements included in CN 001.
- Updated topographic base mapping that includes existing right-of-way linework (AutoCAD dwg).

Task 4.4 Key Understandings

- At locations where proposed infrastructure is close to County of Sonoma right-of-way, the CONSULTANT shall determine the actual right-of-way to verify that work does not extend outside County of Sonoma right-of-way.
- Based on the conceptual widened roadway layout, it appears that the back face of the proposed retaining wall along the north shoulder of the widened road would be located within inches of the existing right of way line and that the proposed footing of a Caltrans Type 1 retaining wall would extend approximately 5' into the adjacent private parcel along an approximate 100' stretch of the roadway.

Task 4 Deliverables

- Task 4.1 Field Surveying and Mapping
 - Supplemental field survey data for Old Redwood Highway in AutoCAD 2018

format

- Updated Digital Terrain Model (DTM)
- Task 4.2 Geotechnical Evaluation
 - Addition of a roadway pavement section to the Preliminary Geotechnical Design Report
- Task 4.4 Right-of-Way Evaluation
 - Updated Right-of-Way Evaluation Matrix
 - Updated Right-of-Way mapping including affected parcels
 - Updated Record of Survey in hardcopy and PDF format

Task 4 Key Understandings

- Task 4 General
 - SMART acquired the NCRA railroad & right-of-way in fee between the Sonoma-Mendocino County border and Healdsburg in 2021 and became the freight operator of the line. There is no active freight service within the project limits and, therefore, flagging is not required to accommodate the field work included in Task 4.
- Task 4.1 Field Surveying and Mapping
 - CONSULTANT doesn't have the right to rely on the existing topographic base mapping AutoCAD file included in Attachment F Reference Documents of the RFQ and, therefore, will need to develop new topographic base mapping.
 - CONSULTANT assumes that the existing topographic base file developed under the current Phase I contract would be augmented with topographic mapping via aerial photogrammetry captured during the flyover in October 2025.
- Task 4.2 Geotechnical Evaluation
 - CONSULTANT will determine the R-value needed to design the proposed roadway pavement section of Old Redwood Highway by utilizing soil characteristics to be obtained from the proposed geotechnical boring near the existing rail bridge to be conducted under the current Phase I contract.
- Task 4.4 Right-of-Way Evaluation
 - CONSULTANT will not be responsible for resolving legacy NCRA lease agreements and encroachments in the railroad right-of-way that conflict with proposed infrastructure.
 - Based on the conceptual widened roadway layout, it appears that the back face of the proposed retaining wall along the north shoulder of the widened road would be located within inches of the existing right of way line and that the proposed footing of a Caltrans Type 1 retaining wall would extend approximately 5' into the adjacent private parcel along an approximate 100' stretch of the roadway.

Task 7 – Preliminary Engineering

The 35% level preliminary engineering plans for the Old Redwood Highway widening will be prepared based on the preferred roadway alternative presented to the County of Sonoma on March

13, 2026. The plans will be structured and formatted in accordance with the SMART CADD Manual and the Reference Drawings included in the RFQ solicitation which include select details from SMART's most recent extension project. If required, portions of the 35% level preliminary engineering plans will be formatted in accordance with County of Sonoma requirements for project elements within the County's right-of-way.

CONSULTANT assumes that the 35% design milestone submittal will be subject to the County of Sonoma formal design review process.

CONSULTANT Activities

7.3 Bridge, Retaining Wall, and NMP Bridge Plans

CONSULTANT will prepare a 35% retaining wall design for Old Redwood Highway based on the desired roadway typical section defined in the CN 001 scope of services.

Retaining Walls

CONSULTANT will prepare 35% Design Level Retaining Wall Plans for all retaining walls required to achieve the desired roadway typical section defined in the CN 001 scope of services. Typical sections/details for each retaining wall system will be shown on separate plan sheets.

Task 7.3 Deliverables

- 35% Retaining Wall Plans for the Old Redwood Highway widening: 4 Sheets

Task 7.3 Key Understandings

- A retaining wall design will be prepared to accommodate the 48' typical roadway cross section described in Task 7.5.
- CONSULTANT assumes that a Caltrans Type 1 retaining wall up to 10' in height would be placed along the north shoulder of the road that includes a 5' wide footing extending approximately 5' beyond the back face of the wall.
- During the 35% phase of CN 001, CONSULTANT and SWH will collaborate with SMART and the County of Sonoma to advance a wall type selection process to determine the feasibility of utilizing a soldier pile or sheet pile type retaining wall to eliminate the proposed footing associated with the Caltrans Type 1 retaining wall.

7.5 Roadway and Traffic Plans

CONSULTANT will develop 35% Design Level Roadway Plans and Signing & Striping Plans for Old Redwood Highway and Eastside Road based on the desired roadway typical section defined in the CN 001 scope of services.

Roadway Plans

CONSULTANT will develop 35% Design Level Roadway Plans for Old Redwood Highway and Eastside Road that will depict existing right-of-way boundaries (as determined in Task 4.4), topographic mapping (developed under Task 4.1), proposed traffic striping, proposed face of curb for roadway curb & gutter, and approximate limits of new roadway pavement. The roadway layout shall be designed to comply with recommended practices of the most current edition of the following as of Phase I NTP in early October 2025:

- Americans with Disabilities Act Accessibilities Guidelines (ADAAG) guidelines

- MUTCD (Manual of Uniform Traffic Control Devices)
- County of Sonoma Construction Standards
- AASHTO A Policy on Geometric Design of Highways and Streets, 6th Edition (“Green Book”)
- Caltrans Highway Design Manual, Current Edition.
- Pavement design to follow Caltrans HDM Empirical Method with inputs for subgrade provided by geotechnical investigation and traffic loading per County provided traffic count information.

Signing and Striping Plans

CONSULTANT will develop 35% Design Level Signing and Striping plans for Old Redwood Highway and Eastside Road that will detail proposed signing and striping improvements along with a signage inventory.

Task 7.5 Deliverables

- 35% Roadway Plans for the Old Redwood Highway widening: 4 Sheets
- 35% Signing and Striping Plans for the Old Redwood Highway widening: 4 Sheets

Task 7.5 Key Understanding

- Old Redwood Highway will be widened to 48’ consisting of the following features:
 - Two 12’ travel lanes
 - Two 8’ bike lanes (5’ bike lane with a 3’ buffer)
 - Two 2’ road shoulders
 - Two 2’ drainage gutters and/or curbs
- A minimum vertical clearance of 15’ between the new railroad bridge & NMP soffits and existing roadway surface will be achieved by raising the track profile by approximately 3’ in the vicinity of Old Redwood Highway. It is understood that lowering the roadway profile will not be necessary to obtain 15’ clearance.
- The new Old Redwood Highway horizontal alignment will be widened to the north to remove existing deficiencies with the existing alignment, including a new horizontal curve on approach to the bridge crossing. The roadway vertical profile will match the current roadway profile, and the existing posted speed limit will be maintained and utilized in design. Modifications to the intersection of Old Redwood Highway and Eastside Road will be required, but existing traffic control is assumed to be retained with the design (all-way stop controlled with enhanced conspicuity using stop beacons).
- Stage Construction and Traffic Handling plans will not be developed under CN 001.

7.6 Hydrologic and Hydraulic Evaluations

Roadway Drainage

CONSULTANT will prepare a Preliminary Drainage Report specific to the Old Redwood Highway widening scope of services included in CN 001 to analyze the existing drainage conditions and to identify and discuss impacts from Project development on local hydrology and

hydraulics in support of engineering design related to the Local Drainage Plans developed under Task 7.9 below. CONSULTANT will investigate the project impacts on general hydraulic performance of existing and proposed facilities. A site visit will be completed by CONSULTANT to identify drainage patterns and areas of concern that currently lead to recurring observed flooding issues.

Preliminary hydrologic calculations will be completed for existing and proposed conditions to identify overall changes in Project runoff. Preliminary hydrologic analysis of the existing and proposed Project Site will be completed in accordance with the Sonoma County Water Agency Flood Control Design Criteria. It is anticipated that the 25-, 50-, and 100-year storm discharges will be calculated for the associated onsite drainage basins. No offsite basin hydrology calculations will be completed as part of this task.

CONSULTANT will calculate the design flow rates for all stormwater conveyance facilities using the SCS Unit Hydrograph Method for tributary areas over 100 acres, and the Rational Method or SCS Unit Hydrograph Method for tributary areas 100 acres or less. Precipitation, intensity, and duration data shall be based on the data from NOAA Atlas II Volume X-1 (SCS Method) and Sonoma County Water Agency. Stormwater flow control facilities and flow rate-based water quality treatment BMPs (if required) will be designed in accordance with the Stormwater Data Report being developed under the current Phase I contract.

Preliminary detention alternatives will be discussed should the reduction of proposed conditions runoff be required. The Preliminary Drainage Report will summarize the analyses including hydrologic model printouts, hydraulic model printouts, drainage exhibits, climatic conditions, site permeability, existing vegetation, discussion of analyses methodology, and discussion of results.

Task 7.6 Key Understandings

- It appears that the existing drainage system capacity is limited and the scope of this effort will be focused on improving the drainage system within the project footprint which may not resolve all the regional drainage problems in this area.
- Storm drain hydraulic calculations will consist of normal depth methods or HEC-RAS 5.0 calculations.
- Hydrologic analyses will be limited to the rational method, modified rational method, and unit hydrograph method.
- Hydrology calculations will be completed for onsite drainage basins; offsite basins are not included in the analysis.
- Study will not include any groundwater engineering.
- Study will include qualitative discussion of detention if required.
- Study will not include a Water Quality Management Plan (WQMP).

Task 7.6 Deliverables

- Preliminary and Final Drainage Report for the Old Redwood Highway widening to analyze the existing drainage system and proposed drainage improvements to reduce recurring flooding issues, as feasible, and to prevent stormwater from ponding on the roadway from the creek outfall to the roadway surface.

7.9 Local Drainage Plans

CONSULTANT will prepare 35% drainage plans to locate and size facilities associated with the Old Redwood Highway widening based on the calculations included in the Preliminary Drainage Report developed under Task 7.6 *Hydrologic and Hydraulic Evaluations* above. The 35% local drainage plans will detail locations of new roadway catch basins, curb inlets, concrete drainage ditches, concrete drainage culverts, manholes, and storm drain pipes in Old Redwood Highway.

CONSULTANT will coordinate with the County of Sonoma on the design of all storm drain systems located within their right-of-way at Weekly Design Progress Meetings and at Weekly Technical Task Force Meetings. CONSULTANT will design the roadway storm drain system so that water does not drain onto adjoining properties.

Task 7.9 Deliverables

- 35% Local Drainage Plans for the Old Redwood Highway widening: 4 Sheets

Task 7.9 Key Understandings

- The key understandings cited in Task 7.6 *Hydrologic and Hydraulic Evaluations* also apply to Task 7.9

7.10 Utility Plans

CONSULTANT will prepare 35% Utility Plans for all impacted private gas, electric power, communications systems, and overhead utilities associated with the Old Redwood Highway widening.

Existing utility base mapping developed under Task 4.5 *Utility Evaluation* of the current Phase I contract will serve as the basis of the existing utility composite map for use in CN 001, and the Old Redwood Highway Grade Separation White Paper developed under the current Phase I contract will serve as the basis of impacted utilities. CONSULTANT will graphically depict the proposed locations of utilities that likely need to be relocated and encased consistent with the requirements stipulated in Section C *Utilities* of the SMART Design Criteria Manual as summarized in Task 5.7 of the current Phase I contract.

The 35% Utility Plans will help define the utility potholing program to be developed under Task 7.15 *Utility Potholing* of the current Phase I contract. CONSULTANT will update the extents and locations of existing utilities to be relocated as part of CN 001 as informed by the potholing program.

CONSULTANT will continue to support SWH in collaborating with SMART, the County of Sonoma, and private utility owners during the 35% Design Level Preliminary Engineering Phase at Weekly Technical Task Force Meetings under Task 2.1 and at Weekly Design Progress Meetings under Task 1.6 of the current Phase I contract to define the extent of utility relocations located in their jurisdictional right-of-way to be carried into the 65% Preliminary Phase.

Task 7.10 Deliverables

- 35% Utility Plans for the Old Redwood Highway widening: 4 Sheets

Task 7.10 Key Understandings

- CONSULTANT assumes that SWH will continue to provide all utility owners known to have facilities in the Old Redwood Highway right-of-way with plan sets or exhibits for

them to confirm that their facilities are indeed impacted by the Project and, if so, to initiate the relocation design.

- CONSULTANT assumes that SWH will continue to be responsible for leading all coordination efforts with utility owners to determine the following:
 - Utility relocation strategies and schedules
 - Franchise and permit process
 - Verification of utility property rights
 - Responsibility for utility relocation costs

Task 7 Deliverables

- Task 7.3 Bridge, Retaining Wall, and NMP Bridge Plans
 - 35% Retaining Wall Plans for the Old Redwood Highway widening
- Task 7.5 Roadway and Traffic Plans
 - 35% Roadway Plans for the Old Redwood Highway widening
 - 35% Signing and Striping Plans for the Old Redwood Highway widening
- Task 7.6 Hydrologic and Hydraulic Evaluations
 - Preliminary Drainage Report specific to the Old Redwood Highway widening
- Task 7.9 Local Drainage Plans
 - 35% Local Drainage Plans for the Old Redwood Highway widening
- Task 7.10 Utility Plans
 - 35% Utility Plans for the Old Redwood Highway widening

Task 7 Key Understandings

- Task 7.3 Bridge, Retaining Wall, and NMP Bridge Plans
 - Within the SMART right-of-way and beyond the new bridge abutments, a retaining wall design will be prepared to accommodate the 48' typical roadway cross section described in Task 7.5.
- Task 7.5 Roadway and Traffic Plans
 - Old Redwood Highway will be widened to 48' consisting of the following features:
 - Two 12' travel lanes
 - Two 8' bike lanes (5' bike lane with a 3' buffer)
 - Two 2' road shoulders
 - Two 2' drainage gutters and/or curbs
 - A minimum vertical clearance of 15' between the new railroad and NMP bridge soffits and the existing roadway surface will be achieved by raising the track profile by approximately 3' in the vicinity of Old Redwood Highway. It is understood that lowering the roadway profile will not be necessary to obtain 15' clearance.
 - The existing Old Redwood Highway roadway profile will match existing (remain

“as-is”) which may necessitate design criteria waiver(s) from the County of Sonoma.

- The full widened road section of 48-feet will extend along an 850’ stretch of Old Redwood Highway. CONSULTANT assumes that the existing intersection of Old Redwood Highway and Eastside Road will need to be redesigned to accommodate the transition taper.
- Stage Construction and Traffic Handling plans will not be developed under CN 001.
- Task 7.6 Hydrologic and Hydraulic Evaluations
 - It appears that the existing drainage system capacity is limited and the scope of this effort will be focused on improving the drainage system within the project footprint which may not resolve all the regional drainage problems in this area.
 - Storm drain hydraulic calculations will consist of normal depth methods or HEC-RAS 5.0 calculations.
 - Hydrologic analyses will be limited to the rational method, modified rational method, and unit hydrograph method.
 - Hydrology calculations will be completed for onsite drainage basins; offsite basins are not included in the analysis.
 - Study will not include any groundwater engineering.
 - Study will include qualitative discussion of detention if required.
 - Study will not include a Water Quality Management Plan (WQMP).
- Task 7.9 Local Drainage Plans
 - The key understandings cited in Task 7.6 Hydrologic and Hydraulic Evaluations also apply to Task 7.9
- Task 7.10 Utility Plans
 - CONSULTANT assumes that SWH will continue to provide all utility owners known to have facilities in the Old Redwood Highway right-of-way with plan sets or exhibits for them to confirm that their facilities are indeed impacted by the Project and, if so, to initiate the relocation design.
 - CONSULTANT assumes that SWH will continue to be responsible for leading all coordination efforts with utility owners to determine the following:
 - Utility relocation strategies and schedules
 - Franchise and permit process
 - Verification of utility property rights
 - Responsibility for utility relocation costs

Phase I – 65% Design Level Preliminary Engineering

Task 8 – 65% Design

CONSULTANT will prepare 65% Design Level engineering plans and specifications associated

with the Old Redwood Highway widening scope of services under CN 001 that are structured and formatted in accordance with the SMART CADD Manual. Upon submission of the 35% Design Level Preliminary Engineering Plans and Specifications to SMART and the County of Sonoma, CONSULTANT will initiate the 65% Design Level Preliminary Engineering phase to expedite the CN 001 design schedule. CONSULTANT will prepare responses to all review comments received from SMART and project stakeholders on the 35% design submittal milestone related to CONSULTANT'S CN 001 scope of services and participate in subsequent comment resolution meetings to reach final consensus on the dispositions of all review comments. All agreed upon review comments will be incorporated into the Old Redwood Highway widening plans and specifications by the CONSULTANT in parallel with the CN 001 65% design development process.

CONSULTANT assumes that the 65% design milestone submittal will be subject to the County of Sonoma formal design review process.

CONSULTANT Activities

8.6 Civil/Roadway and Traffic Plans

CONSULTANT will prepare 65% Roadway, Roadway Typical Sections, Roadway Details, and Signing & Striping Plans specific to the CN 001 scope of services. Given the compressed schedule of the CN 001 65% design phase, CONSULTANT will secure over-the-shoulder reviews from County staff at Weekly Design Progress Meetings and at Weekly Technical Task Force Meetings as budgeted under Task 2.2.3 above.

Roadway Plans

CONSULTANT will prepare 65% Roadway Plans that incorporate SMART and County of Sonoma review comments on the 35% submittal. The plans will include the features and information defined under Task 7.5 in addition to the following design features:

- Horizontal Curve Data: Horizontal curve data that includes the following information for each intersection curb return: delta, radius, tangent, and length.
- Roadway Grading: Horizontal coordinates (northings/eastings) and elevations along the flowline of the roadway curb and gutter at all tie-in points to the existing roadway curb and at all grade breaks. Proposed 1' contours will also be shown within the reconstructed portions of Old Redwood Highway to indicate the flow of stormwater to new and existing curb inlets. CONSULTANT assumes that such roadway grading information will be included in separate sheets for ease of reference.

Signing and Striping Plans

CONSULTANT will prepare 65% Signing and Striping Plans for Old Redwood Highway that incorporate SMART and the County of Sonoma review comments on the 35% submittal. The plans will include the features and information defined under Task 7.5 in addition to completing the following design objectives:

- Roadway signage layout completed
- Existing roadway signage to be reused and relocated determined
- Any conflicts between proposed roadway signage and illumination, drainage, and/or utilities resolved

Roadway Typical Sections

CONSULTANT will prepare 65% Roadway Typical Sections for Old Redwood Highway that convey dimensions for all travel lanes, bike lanes, and shoulders. The sections will also detail proposed roadway cross slopes, pavement depths, existing right-of-way, and proposed right-of-way. Up to three (3) typical sections will be developed for Old Redwood Highway to be added to one typical section plan sheet.

Roadway Details and Pavement Sections

CONSULTANT will develop roadway details for standard curb and gutter, sidewalks, expansion joints, and inlets as applicable. CONSULTANT assumes that these standard details will adhere to County of Sonoma Department of Transportation and Public Works standards which can be directly referenced in the Roadway Details without having to recreate them in CADD. CONSULTANT will also develop draft roadway sections depicting material depths informed by the R-value derived from the geotechnical boring included in the current Phase I contract.

Task 8.6 Deliverables

- 65% Roadway Plans for the Old Redwood Highway widening: 4 sheets
- 65% Roadway Typical Sections for the Old Redwood Highway widening: 1 sheet
- 65% Roadway Details and Pavement Sections for the Old Redwood Highway widening: 2 sheets
- 65% Signing and Striping Plans for the Old Redwood Highway widening: 4 sheets

Task 8.6 Key Understandings

- The key understandings cited in Task 7.5 Roadway and Traffic Plans also apply to Task 8.6.

8.7 Hydrology and Hydraulics, Local Drainage, and Water Quality Plans

CONSULTANT will prepare a Final Drainage Report specific to the Old Redwood Highway widening scope of services included in CN 001 to identify and discuss impacts from Project development on local hydrology and hydraulics in support of the Local Drainage Plans developed under this task. Final hydrologic calculations will be completed for existing and proposed conditions to identify overall changes in Project runoff in accordance with the Sonoma County Water Agency Flood Control Design Criteria consistent with the scope of services for the Hydrologic Evaluation under Task 7.6 *Hydrologic and Hydraulic Evaluation* above.

CONSULTANT will prepare 65% Local Drainage Plans for Old Redwood Highway that incorporate SMART and County of Sonoma review comments on the 35% submittal. The Local Drainage Plans will also be updated to address the final calculations/analysis included in the Final Drainage Report, and the plans will include the same features for the Local Drainage Plans as defined under Task 7.9. CONSULTANT will continue to coordinate with the County of Sonoma on the design of storm drain systems located within their right-of-way at Weekly Design Progress Meetings and at Weekly Technical Task Force Meetings.

For storm drain facilities to be relocated in Old Redwood Highway, the 65% Local Drainage Plans will include relocation strategies in both plan and profile view that include information on pipe material type, diameter, and slope. CONSULTANT assumes that the existing storm drain system at the low point of Old Redwood Highway will need to be improved consistent with the recommendations included in the Old Redwood Highway Grade Separation White Paper for the

purpose of establishing a budgeted level of effort for CN 001.

Task 8.7 Deliverables

- Final Drainage Report specific to the Old Redwood Highway widening
- 65% Local Drainage Plans for the Old Redwood Highway widening: 4 sheets
- 65% Storm Drain Plans and Profiles for the Old Redwood Highway widening: 4 sheets including general notes, details, and plan and profiles

Task 8.7 Key Understandings

- The key understandings cited in Task 7.6 Hydrologic and Hydraulic Evaluations above also apply to Task 8.7

8.8 Utility Relocation Plans

CONSULTANT will prepare 65% Utility Relocation Plans for the Old Redwood Highway scope of services under CN 001 that incorporate SMART and stakeholder review comments on the 35% submittal. The plans will include the features and information defined under Task 7.10 *Utility Plans* in addition to updated existing utility mapping stemming from additional as-built information as it's received from the County of Sonoma and private utility owners. For existing utilities in Old Redwood Highway that have been added or modified after the 35% design milestone submittal, CONSULTANT will detail proposed relocation strategies if such utilities warrant relocation as dictated in the approach outlined under Task 7.10.

CONSULTANT will continue to support SWH in collaborating with SMART, the County of Sonoma, and private utility owners during the 65% Design Level Preliminary Engineering Phase at Weekly Technical Task Force Meetings and at Weekly Design Progress Meetings to define the extent of utility relocations located in the Old Redwood Highway right-of-way.

CONSULTANT assumes that there are no County-owned water and sewer facilities that exist within the widened footprint of Old Redwood Highway.

Task 8.8 Deliverables

- 65% Utility Plans for the Old Redwood Highway widening: 4 sheets

Task 8.8 Key Understandings

- The key understandings cited in Task 7.10 *Utility Plans* also apply to Task 8.8
- CONSULTANT assumes that SWH will continue to be responsible for leading the following public and private utility coordination tasks specific to the Old Redwood Highway widening during the 65% Design Level Preliminary Engineering Phase:
 - Letter of Concurrence with the County of Sonoma and private utilities on the project's approach to utility relocation design
 - Draft Utility Agreements that include scope, estimate, and schedule
 - Draft Relocation Letters sent to SMART for feedback which will be sent to utility owners following completion of potholing and confirmation of all utility conflicts.
 - Existing utility permits and franchise obtained
 - Cost recovery accounts analysis initiated

8.12 Right-of-Way/TCE Plans

CONSULTANT will prepare 65% Right-of-Way plans for the Old Redwood Highway widening that depict the existing right-of-way mapping developed under Task 4.4 *Right-of-Way Evaluation*. Proposed right-of-way linework will be developed to accommodate the latest proposed roadway widening design and referenced in the project's preliminary right-of-way plans. Furthermore, proposed TCE required for construction, as defined by SWH, will be included in the preliminary right-of-way plans.

CONSULTANT will identify all easements and restrictions and develop an approach to resolving any restrictions to constructing the proposed roadway widening. In addition, CONSULTANT will develop draft legal descriptions for all impacted parcels and conduct field surveys to locate and tie in existing land net monuments and relevant County monuments, including preparation of field notes and monument recovery, corner restoration and monument preservation. Monument preservation shall adhere to County of Sonoma requirements. The final position of right-of-way will be established based on an analysis of field and record information.

Task 8.12 Deliverables

- Right of Way Plans for the Old Redwood Highway widening: 2 sheets
- Draft Legal descriptions

Task 8.12 Key Understandings

- The key understandings cited in Task 4.4 Right-of-Way Evaluation above shall also apply to Task 8.12 in addition to the key understanding below.
- A preferred roadway widening alternative will be selected by SMART within one month of the CN 001 NTP that will define the project's right-of-way requirements. For budgeting purposes, CONSULTANT assumes that one (1) sliver take of an adjacent parcel will be required.

8.13 Retaining Wall Plans

CONSULTANT will finalize the retaining wall design for Old Redwood Highway and depict their final locations in Retaining Wall Plans based on the scope of services under CN 001 that incorporate SMART and stakeholder review comments on the 35% submittal. Given the compressed schedule of the CN 001 65% design phase, CONSULTANT will secure over-the-shoulder reviews from County staff at Weekly Design Progress Meetings and at Weekly Technical Task Force Meetings as budgeted under Task 2.2.3 above. Profiles will be developed for each retaining wall that will detail begin and end positions, base of wall elevations, top of wall elevations, top of wall profile, finished grade, and existing grade.

Task 8.13 Deliverables

- 65% Retaining Wall Plans for the Old Redwood Highway widening: 4 Sheets
- 65% Retaining Wall Details for the Old Redwood Highway widening: 2 Sheets
- 65% Retaining Wall Profiles for the Old Redwood Highway widening: 2 sheets with two wall profiles on each sheet

Task 8.13 Key Understandings

- The key understandings cited in Task 7.3 Rail Bridges, Retaining Walls, and NMP

Bridges also apply to Task 8.13.

Task 8 Deliverables

- Task 8.6 Civil/Roadway and Traffic Plans
 - 65% Roadway Plans for the Old Redwood Highway widening
 - 65% Roadway Typical Sections for the Old Redwood Highway widening
 - 65% Roadway Details and Pavement Sections for the Old Redwood Highway widening
 - 65% Signing and Striping Plans for the Old Redwood Highway Widening
- Task 8.7 Structure Hydrology and Hydraulics, Local Drainage, and Water Quality Plans
 - Final Drainage Report specific to the Old Redwood Highway widening
 - 65% Local Drainage Plans for the Old Redwood Highway widening
 - 65% Storm Drain Plans and Profiles for the Old Redwood Highway widening
- Task 8.8 Utility Relocation Plans
 - 65% Utility Plans for the Old Redwood Highway widening
- Task 8.12 Right-of-Way/TCE Plans
 - Right of Way Plans for the Old Redwood Highway widening
 - Legal descriptions
- Task 8.13 Retaining Wall Plans
 - 65% Retaining Wall Plans for the Old Redwood Highway widening
 - 65% Retaining Wall Details for the Old Redwood Highway widening
 - 65% Retaining Wall Profiles for the Old Redwood Highway widening

Task 8 Key Understandings

- Task 8.6 Civil/Roadway and Traffic Plans
 - The key understandings cited in Task 7.5 Roadway and Traffic Plans also apply to Task 8.6.
- Task 8.7 Structure Hydrology and Hydraulics, Local Drainage, and Water Quality Plans
 - The key understandings cited in Task 7.6 Hydrologic and Hydraulic Evaluations also apply to Task 8.7
- Task 8.8 Utility Relocation Plans
 - The key understandings cited in Task 7.10 *Utility Plans* also apply to Task 8.8
 - CONSULTANT assumes that SWH will continue to be responsible for leading the following public and private utility coordination tasks during the 65% Design Level Preliminary Engineering Phase:
 - Letter of Concurrence with County of Sonoma and private utilities on the approach to utility relocation design

- Draft Utility Agreements that include scope, estimate, and schedule
- Draft Relocation Letters sent to SMART for feedback which will be sent to utility owners following completion of potholing and confirmation of all utility conflicts.
- Existing utility permits and franchise obtained
- Cost recovery accounts analysis initiated
- Task 8.12 Right-of-Way/TCE Plans
 - The key understandings cited in Task 4.4 Right-of-Way Evaluation above shall also apply to Task 8.12 in addition to the key understanding below.
 - A preferred roadway widening alternative will be selected by SMART within one month of the CN 001 NTP that will define the project's right-of-way requirements. For budgeting purposes, CONSULTANT assumes that one (1) sliver take of an adjacent parcel will be required.
- Task 8.13 Retaining Wall Plans
 - The key understandings cited in Task 7.3 Rail Bridges, Retaining Walls, and NMP Bridges also apply to Task 8.13.

Phase I – 100% Final Design

Task 9 – 100% Final Design

CONSULTANT will prepare 100% Final Design Level engineering plans and specifications associated with the Old Redwood Highway widening scope of services under CN 001 that are structured and formatted in accordance with the SMART CADD Manual. Upon submission of the 65% Design Level Preliminary Engineering Plans and Specifications to SMART and the County of Sonoma, CONSULTANT will initiate the 100% Final Design Level Engineering phase to expedite the CN 001 design schedule. CONSULTANT will prepare responses to all review comments received from SMART and project stakeholders on the 65% design submittal milestone related to CONSULTANT'S CN 001 scope of services and participate in subsequent comment resolution meetings to reach final consensus on the dispositions of all review comments. All agreed upon review comments will be incorporated into the Old Redwood Highway widening plans and specifications by the CONSULTANT in parallel with the CN 001 100% design development process.

CONSULTANT assumes that the 100% design milestone submittal will be subject to the County of Sonoma formal design review process.

CONSULTANT Activities

9.6 Civil/Roadway and Traffic Plans

CONSULTANT will prepare 100% Roadway, Roadway Typical Sections, Roadway Details, and Signing & Striping Plans specific to the CN 001 scope of services. Given the compressed schedule of the CN 001 100% design phase, CONSULTANT will secure over-the-shoulder reviews from County staff at Weekly Design Progress Meetings and at Weekly Technical Task Force Meetings as budgeted under Task 2.2.3 above.

Roadway Plans

CONSULTANT will prepare 100% Roadway Plans that incorporate SMART and County of Sonoma review comments on the 65% submittal. CONSULTANT will advance the roadway features and information defined under Task 8.6 to a 100% design level during this phase.

Signing and Striping Plans

CONSULTANT will prepare 100% Signing and Striping Plans for Old Redwood Highway that incorporate SMART and the County of Sonoma review comments on the 65% submittal. CONSULTANT will advance the signing and striping features and information defined under Task 8.6 to a 100% design level during this phase.

Roadway Typical Sections

CONSULTANT will prepare 100% Roadway Typical Sections for Old Redwood Highway that incorporate SMART and the County of Sonoma review comments on the 65% submittal. CONSULTANT will advance the roadway typical sections to a 100% design level during this phase.

Roadway Details and Pavement Sections

CONSULTANT will prepare 100% Roadway Details and Pavement Sections for Old Redwood Highway that incorporate SMART and the County of Sonoma review comments on the 65% submittal. CONSULTANT will advance the roadway details and pavement sections to a 100% design level during this phase.

Task 9.6 Deliverables

- 100% Roadway Plans for the Old Redwood Highway widening: 4 sheets
- 100% Roadway Typical Sections for the Old Redwood Highway widening: 1 sheet
- 100% Roadway Details and Pavement Sections for the Old Redwood Highway widening: 2 sheets
- 100% Signing and Striping Plans for the Old Redwood Highway widening: 4 sheets

Task 9.6 Key Understandings

- The key understandings cited in Task 8.6 Roadway and Traffic Plans also apply to Task 9.6.

9.7 Hydrology and Hydraulics, Local Drainage, and Water Quality Plans

CONSULTANT will prepare 100% Local Drainage Plans for Old Redwood Highway that incorporate SMART and County of Sonoma review comments on the 65% submittal. CONSULTANT will advance the drainage design to a 100% design level during this phase.

Task 9.7 Deliverables

- 100% Local Drainage Plans for the Old Redwood Highway widening: 4 sheets
- 100% Storm Drain Plans and Profiles for the Old Redwood Highway widening: 4 sheets including general notes, details, and plan and profiles

Task 9.7 Key Understandings

- The key understandings cited in Task 8.7 Hydrology and Hydraulics, Local Drainage, and

Water Quality Plans above also apply to Task 9.7

9.8 Utility Relocation Plans

CONSULTANT will prepare 100% Utility Relocation Plans for the Old Redwood Highway scope of services under CN 001 that incorporate SMART and stakeholder review comments on the 65% submittal. CONSULTANT will advance the utility design to a 100% design level during this phase.

CONSULTANT will continue to support SWH in collaborating with SMART, the County of Sonoma, and private utility owners during the 100% phase at Weekly Technical Task Force Meetings and at Weekly Design Progress Meetings to define the extent of utility relocations located in the Old Redwood Highway right-of-way.

Task 9.8 Deliverables

- 100% Utility Plans for the Old Redwood Highway widening: 4 sheets

Task 9.8 Key Understandings

- The key understandings cited in Task 8.8 *Utility Plans* also apply to Task 9.8
- CONSULTANT assumes that SWH will continue to be responsible for leading the following public and private utility coordination tasks specific to the Old Redwood Highway widening during the 100% phase:
 - Letter of Concurrence with the County of Sonoma and private utilities on the project's approach to utility relocation design
 - Draft Utility Agreements that include scope, estimate, and schedule
 - Draft Relocation Letters sent to SMART for feedback which will be sent to utility owners following completion of potholing and confirmation of all utility conflicts.
 - Existing utility permits and franchise obtained
 - Cost recovery accounts analysis initiated

9.12 Right-of-Way/TCE Plans

CONSULTANT will prepare 100% Right-of-Way plans for the Old Redwood Highway widening that depict proposed right-of-way linework to accommodate the final proposed roadway widening design. Furthermore, the final TCE required for construction, as defined by SWH, will be included in the final right-of-way plans.

CONSULTANT will identify all easements and restrictions and develop an approach to resolving any restrictions to constructing the proposed roadway widening. In addition, CONSULTANT will develop final legal descriptions for all impacted parcels and conduct field surveys to locate and tie in existing land net monuments and relevant County monuments, including preparation of field notes and monument recovery, corner restoration and monument preservation. Monument preservation shall adhere to County of Sonoma requirements. The final position of right-of-way will be established based on an analysis of field and record information.

Task 9.12 Deliverables

- 100% Right of Way Plans for the Old Redwood Highway widening: 2 sheets
- Final legal descriptions

Task 9.12 Key Understandings

- The key understandings cited in Task 8.12 Right of Way Plans above shall also apply to Task 9.12.

9.13 Retaining Wall Plans

CONSULTANT will prepare 100% Retaining Wall Plans for Old Redwood Highway that incorporate SMART and County of Sonoma review comments on the 65% submittal. CONSULTANT will advance the retaining wall design to a 100% design level during this phase.

Task 9.13 Deliverables

- 100% Retaining Wall Plans for the Old Redwood Highway widening: 4 Sheets
- 100% Retaining Wall Details for the Old Redwood Highway widening: 2 Sheets
- 100% Retaining Wall Profiles for the Old Redwood Highway widening: 2 sheets with two wall profiles on each sheet

Task 9.13 Key Understandings

- The key understandings cited in Task 8.13 Retaining Wall Plans also apply to Task 9.13.

Task 9 Deliverables

- Task 9.6 Civil/Roadway and Traffic Plans
 - 100% Roadway Plans for the Old Redwood Highway widening
 - 100% Roadway Typical Sections for the Old Redwood Highway widening
 - 100% Roadway Details and Pavement Sections for the Old Redwood Highway widening
 - 100% Signing and Striping Plans for the Old Redwood Highway Widening
- Task 9.7 Structure Hydrology and Hydraulics, Local Drainage, and Water Quality Plans
 - 100% Local Drainage Plans for the Old Redwood Highway widening
 - 100% Storm Drain Plans and Profiles for the Old Redwood Highway widening
- Task 9.8 Utility Relocation Plans
 - 100% Utility Plans for the Old Redwood Highway widening
- Task 9.12 Right-of-Way/TCE Plans
 - 100% Right of Way Plans for the Old Redwood Highway widening
 - Final legal descriptions
- Task 9.13 Retaining Wall Plans
 - 100% Retaining Wall Plans for the Old Redwood Highway widening
 - 100% Retaining Wall Details for the Old Redwood Highway widening
 - 100% Retaining Wall Profiles for the Old Redwood Highway widening

Task 9 Key Understandings

- Task 9.6 Civil/Roadway and Traffic Plans

- The key understandings cited in Task 8.6 Roadway and Traffic Plans also apply to Task 9.6.
- Task 9.7 Structure Hydrology and Hydraulics, Local Drainage, and Water Quality Plans
 - The key understandings cited in Task 8.7 Hydrologic and Hydraulic Evaluations also apply to Task 9.7
- Task 9.8 Utility Relocation Plans
 - The key understandings cited in Task 8.8 Utility Relocation Plans also apply to Task 9.8
 - CONSULTANT assumes that SWH will continue to be responsible for leading the following public and private utility coordination tasks during the 100% Design Phase:
 - Letter of Concurrence with County of Sonoma and private utilities on the approach to utility relocation design
 - Draft Utility Agreements that include scope, estimate, and schedule
 - Draft Relocation Letters sent to SMART for feedback which will be sent to utility owners following completion of potholing and confirmation of all utility conflicts.
 - Existing utility permits and franchise obtained
 - Cost recovery accounts analysis initiated
- Task 9.12 Right-of-Way/TCE Plans
 - The key understandings cited in Task 8.12 Right-of-Way Plans above shall also apply to Task 9.12.
- Task 9.13 Retaining Wall Plans
 - The key understandings cited in Task 8.13 Retaining Wall Plans also apply to Task 9.13.



AGENDA ITEM 11

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 2026-30 authorizing the General Manager to execute Amendment No. 1 to the Progressive Design-Build Phase I Agreement No. CV-DB-25-001 for the design and construction of the Healdsburg Extension Project.

Dear Board Members:

RECOMMENDATIONS: Adopt Resolution 2026-30 authorizing the General Manager to execute Amendment No. 1 to the Progressive Design-Build Phase I Agreement No. CV-DB-25-001 for the design and construction of the Healdsburg Extension Project with Stacy and Witbeck/Herzog, A Joint Venture to incorporate City of Healdsburg ("City") and County of Sonoma ("County") design work, increasing the lump sum amount authorized under the Agreement by \$751,771.28 for a new total lump sum amount authorized of \$22,506,169.82.

SUMMARY: The City of Healdsburg ("City") and County of Sonoma ("County") have requested SMART include the design of utility and roadway improvements into its Progressive Design-Build Healdsburg Extension Project. This Amendment No. 1 will provide for the development of 65% level design to widen a portion of Old Redwood Highway beneath the SMART track for the County and include water and sewer improvements for the City. This design will be fully funded by the City of Healdsburg and County of Sonoma. Final design and construction is anticipated to be added to the Project at a future date.

BACKGROUND: SMART, in conjunction with its Progressive Design-Build Entity ("PDBE"), Stacy and Witbeck/Herzog, A Joint Venture ("SWH"), is developing construction documents for the Healdsburg Extension Project under the Progressive Design-Build Phase I Agreement No. CV-DB-25-001. The County has requested that SMART include the design of roadway improvements in the Project. Specifically, the County would like SMART and SWH to design a widened section of Old Redwood Highway where it passes beneath the SMART track. This opportunity to widen the road has arisen because SMART will be replacing the railroad bridge over Old

Redwood Highway. The roadway improvements will increase the line-of-sight through the curve, widen roadway shoulders, and improve the bike lanes along the shoulder of the road. The County, through Funding Agreement No. FN-OT-26-001, will pay for the design of their facilities in an amount of \$627,875.27.

The City would like SMART's Contractor, SWH, to design an 8-inch sewer main from Hudson Street to Ward Street, add a steel casing beneath the SMART tracks along Front Street for a future water line and develop support connections for a future water line on the new Russian River railroad bridge. This work is being advanced to a 65% design level to be consistent with SMART's work included in the Phase I Agreement No. CV-DB-25-001. The City, through the Funding Agreement No. FN-OT-26-002, will pay for the design of their facilities in an amount of \$123,896.01. Final design and construction of the improvements is anticipated to be added to the Funding Agreements and SMART's Healdsburg Extension Project in the future.

SMART is supportive of assisting the County and the City with their work. Combining work into a single contract typically realizes benefits from economies of scale and minimizes disruptions to the public. SMART has implemented work for many municipalities over the years as we have constructed the rail and pathway system.

Staff recommends adopting Resolution 2026-30 authorizing the General Manager to execute Amendment No. 1 to the Progressive Design-Build Phase I Agreement No. CV-DB-25-001 for the Design and Construction of the Healdsburg Extension Project with Stacy and Witbeck/Herzog, A Joint Venture, increasing the lump sum amount authorized under the Agreement by \$751,771.28 for a new total lump sum amount authorized of \$22,506,169.82.

FISCAL IMPACT: There is no fiscal impact to SMART. The City and County will fund all this work included in this Amendment No. 1 to the Phase 1 Agreement No. CV-DB-25-001.

Respectfully,

/s/

Bill Gamlen, P.E.
Chief Engineer

Attachments: 1.) Resolution 2026-30
2.) Amendment No. 1 (CV-DB-25-001)

ON FILE WITH THE CLERK:

1.) EXHIBIT B Bottom Up Cost Proposals

RESOLUTION OF THE BOARD OF DIRECTORS OF THE SONOMA-MARIN AREA RAIL TRANSIT DISTRICT (DISTRICT) ALLOWING THE GENERAL MANAGER TO EXECUTE AMENDMENT NO. 1 TO SMART'S PHASE I AGREEMENT NO. CV-DB-25-001 FOR THE DESIGN AND CONSTRUCTION OF THE HEALDSBURG EXTENSION PROJECT

WHEREAS, the District hired Progress Design-Build Entity ("PDBE") Stacy and Witbeck/Herzog, A Joint Venture (SWH) under Phase I Agreement No. CV-DB-25-001 to design and construct the Healdsburg Extension Project; and

WHEREAS, the City of Healdsburg (City) and the County of Sonoma (County) have requested that SMART include the design of utility and roadway infrastructure into SMART's Progressive Design-Build Healdsburg Extension Project; and

WHEREAS, the District agrees that it makes sense to combine the City and County work into its Progressive Design-Build Healdsburg Extension Phase I Agreement No. CV-DB-25-001 to achieve economies of scale and minimize disruptions to the public; and

WHEREAS, the City and the County have agreed to the price proposals for the design of the infrastructure improvements from SWH; and

WHEREAS, both the City and the County will enter into funding agreements with the District to fund their respective work; and

WHEREAS, the District has prepared Amendment No. 1 to the Phase I Agreement No. CV-DB-25-001 to incorporate the City and County design work, increasing the lump sum amount authorized under the Agreement by \$751,771.28 for a new total lump sum amount authorized of \$22,506,169.82; and

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 Amendment No. 1 to the Phase I Agreement No. CV-DB-25-001.

Resolution No. 2026-30
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

**FIRST AMENDMENT TO THE PHASE I AGREEMENT BETWEEN
THE SONOMA-MARIN AREA RAIL TRANSIT DISTRICT AND
STACY AND WITBECK/HERZOG, A JOINT VENTURE**

This First Amendment dated as of August 19, 2026 (the "First Amendment"), to the Phase I Agreement by and between Stacy and Witbeck/Herzog, A Joint Venture (hereinafter referred to as "Progressive Design-Build Entity" or "PDBE") and the Sonoma-Marin Area Rail Transit District (hereinafter referred to as "SMART"), dated as of September 17, 2025 (the "Phase I Agreement," as amended and supplemented by the this First Amendment, the "Agreement").

RECITALS

WHEREAS, PDBE and SMART previously entered into the Phase I Agreement on September 17, 2025 to employ the services of PDBE to provide all Phase I Work, including all design and engineering sufficient to establish a Guaranteed Maximum Price ("GMP") for the Healdsburg Extension Project (the "Project") and support for the design and construction of civil, structures, systems, and architectural improvements for the Project; and

WHEREAS, SMART desires to amend the Phase I Agreement to modify the Exhibit A "Phase I Scope of Work & Timeline" to include completion of thirty-five (35) percent and sixty-five (65) percent design and engineering for the Widening of the Undercrossing of Old Redwood Hwy ("County Design Work" or "County Work") and Design of the Hudson Street To Ward Street Sewer Replacement Project, Front Street Water Main Casing, and Accommodation for the Russian River Rail Bridge Waterline ("City Design Work" or "City Work") sufficient to establish a Guaranteed Maximum Price ("GMP") for the final design and construction of County Work and City Work, increase the lump sum amount authorized under this Agreement by \$751,771.28 for a new lump sum amount of \$22,506,169.82, and modify the Exhibit B "Schedule of Rates" to incorporate the County Work and City Work milestones; and

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

AGREEMENT

1. **"ARTICLE 2. LIST OF EXHIBITS"**. The following exhibits are attached hereto and incorporated herein:

(a) Exhibit A: Phase I Scope of Work & Timeline

The Exhibit A "Phase I Scope of Work & Timeline" included in the Phase I Agreement is hereby deleted and replaced with the following Exhibit A "Phase I Scope of Work & Timeline" included in this First Amendment.

(b) Exhibit B: Schedule of Rates

The Exhibit B "Schedule of Rates" included in the Phase I Agreement is hereby amended per the changes included in the Exhibit B "Schedule of Rates" included in this First Amendment.

2. **"ARTICLE 7. PAYMENT"**. Section 7.01 Subsection (b) is hereby deleted and replaced with the following:

"(b) The lump sum amount authorized under this Agreement is \$22,506,169.82, inclusive of any Phase I Work for the base "Project", Phase I Work Widening of the Undercrossing of Old Redwood Hwy ("County Work"), Phase I Work Design of the Hudson Street to Ward Street Sewer Replacement Project, Front Street Water Main Casing, and accommodation for the Russian River Rail Bridge Waterline ("City Work"), and any Phase I Work related to the "Optional Work".

3. **"ARTICLE 12. INDEMNIFICATION"**. Section 12.01 is hereby deleted and replaced with the following:

"Section 12.01 Indemnification Obligation. As between SMART as one Party, and PDBE as the other Party, PDBE is deemed to assume responsibility and liability for all damage, loss, or injury of any kind or nature whatever to persons or property, public utilities and Non-Transit Facilities, caused by or resulting from or in connection with any action or omission on the part of PDBE or any of PDBE's officers, agents, directors, employees, or Subcontractors in their performance of the Work. To the maximum extent permitted by applicable law, PDBE shall indemnify, defend, and hold harmless SMART, and any and all of its directors, officers, agents, or employees from and against any and all claims, liabilities, losses, damages, or expenses (including attorneys' fees and related costs), whether direct or indirect, for loss of or damage to any property (including the property of SMART), for injury to or death of any person (including, an employee of SMART, public utilities, and Non-Transit Facilities, or PDBE or its Subcontractors), or otherwise arising out of or relating to the performance of the Work and the Progressive DB Contract. This duty on the part of PDBE to indemnify, defend, and hold harmless SMART shall expressly include all claims and lawsuits brought against SMART where SMART is named as a defendant but is not the real party in interest, including all actions on stop notices brought by Subcontractors on this Progressive DB Contract

PDBE shall indemnify and hold harmless the County of Sonoma to the same extent PDBE indemnifies and holds harmless SMART for County Work (as identified in Exhibit A "Scope of Work" and associated activities.

PDBE shall indemnify and hold harmless the City of Healdsburg to the same extent PDBE indemnifies and holds harmless SMART for City Work (as identified in Exhibit A "Scope of Work") and associated activities".

4. **"ARTICLE 13. INSURANCE"**. Section 13.02 Subsection (a) is hereby deleted and replaced with the following:

"(a) SMART, and its officers, officials, employees, and volunteers shall be named as additional insureds on all policies listed above, with the exception of the workers' compensation insurance policy and the professional liability insurance policy

County of Sonoma, and its officers, officials, employees, and volunteers shall be named as additional insureds on all policies listed above, with the exception of the workers' compensation insurance policy and the professional liability insurance policy

City of Healdsburg, and its officers, officials, employees, and volunteers shall be named as additional insureds on all policies listed above, with the exception of the workers' compensation insurance policy and the professional liability insurance policy".

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

SIGNATURE PAGE TO FOLLOW

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

STACY AND WITBECK/HERZOG, A JOINT VENTURE

Dated: _____

By _____
Kurt Kniffin, PDBE Authorized Representative

SONOMA-MARIN AREA RAIL TRANSIT DISTRICT

Dated: _____

By _____
Eddy Cumins, General Manager

APPROVED AS TO FORM FOR SMART:

Dated: _____

By _____
District Counsel

EXHIBIT A PHASE I SCOPE OF WORK & TIMELINE

1. Overview

The Sonoma-Marin Area Rail Transit SMART (SMART) is contracting with Stacy and Witbeck / Herzog, A Joint Venture, Progressive Design Builder Entity (hereinafter "PDBE"), to conduct and coordinate specified tasks related to preparing the design of the Healdsburg Extension and potentially an extension from the terminus of the Healdsburg Extension to Geyserville.

The PDBE, and all other subcontractors that will be working with Safety Sensitive Information ("SSI"), shall be required to sign SMART's Confidentiality and Non-Disclosure Agreement prior to the start of any work being performed under this Agreement given the SSI that will be handled during the performance of the contract.

This Contract is a Progressive Design-Build Contract that will complete the following design work:

- Civil, track, and structures elements
- Systems conduit and underground infrastructure
- Complete train signal and grade crossing systems
- Communication systems
- System wide electrical
- Healdsburg Station platform and finishes
- Station area site work and park/ride facility
- Roadway, traffic signal, and illumination
- Utility facilities and relocations
- Non-Motorized Pathway
- Fencing

Healdsburg Extension Project Limits of Work (**The Project**): SMART Windsor Station (MP 63.0) to Healdsburg north side of Lytton Springs Road (MP 72.00)

Optional Project Limits (**Optional Work**): Lytton Springs Road (MP 72.00) to Geyserville (MP 76.10)

General Summary of Design Engineering Professional Services in Phase I for both The Project and Optional Work:

- Preparation of construction documents, shop drawings, specifications, calculations, and reports to the level of detail necessary for fabrication,

- manufacture, and installation of all equipment, assemblies and materials
- Support SMART with identifying areas requiring permits
- Coordination with all affected third parties and complying with their requirements, including but not limited, to local agencies, utilities, resources agencies, etc.
- Preparation of design submittals
- Geotechnical Investigations and analysis
- Hydraulics and hydrological investigations, modeling and evaluation
- Evaluation of systemwide electrical needs, designing solutions, preparing service applications and coordination with PG&E
- Design of system-wide communication systems
- Design of the extension of the SMART train control system
- Preparation of Quality Assurance and Quality Control Plans
- Preparation of Certifiable Items List to certify design.
- Survey work to supplement the survey included in contract
- Support Hazard analysis led by SMART

Sensitive Security Information (“SSI”) Requirements

Whenever documents containing Sensitive Security Information (“SSI”) are required by the PDBE or any of its Subcontractors to perform work under this Agreement, the individuals of the PDBE and all Subcontractors are required to sign SMART’s Confidentiality and Non-Disclosure Agreement prior to being provided the documents.

Co-Location Commitment

PDBE shall co-locate the Project Manager, Principal Engineer, Train Control Engineer, and Structures Lead in office space within one mile to SMART’s headquarters office in Petaluma that will have ample drop-in spaces available for team members who are providing support for specific tasks throughout Phase I work and later co-locate to office space in Healdsburg for Phase II work.

2. Contract Management

The PDBE under the Contract shall be responsible for the management of all efforts necessary to successfully complete all Work under the Contract. The Contract Price includes all costs, time, and materials required to provide Project Management indicated.

Project Management includes, but is not limited to, the following professional and administrative services:

- Project Management
- Design Management
- Accounting

- Cost estimating and cost control
- Guaranteed Maximum Price proposals
- Document control
- Reporting (Monthly)
- Record documents
- Quality management and compliance with SMART quality assurance requirements
- Coordination with SMART, other designers, and all third parties
- Contract closeout

The scope in this section applies to both the Project and Optional Work. *All Optional Work requires a separate Notice to Proceed prior to work being performed.*

3. Management Program and Organization

The PDBE shall be responsible for the total management of the work under this Contract, pursuant to the terms and conditions thereof. The PDBE shall be responsible for establishing the required organization and procedures and providing all necessary staff to complete the project in accordance with all contract requirements including administration, management, coordination, design, documentation, quality control, safety, and all other responsibilities under the Contract. All staff required shall be supplied by the PDBE at the PDBE's sole expense.

The PDBE shall actively participate in the development of the project with SMART by providing constructability, budget consideration, technical expertise, and experience from similar projects. The PDBE shall staff the key personnel positions with individuals that can provide this level of knowledge and experience to effectively influence the design to assist SMART in implementing a high-quality, cost-effective project.

The PDBE's management team shall be composed of members with necessary skills and be sufficient in number to handle all duties normal to a project of this scale and complexity. Special attention shall be given to the responsibility for coordination and scheduling to meet the project completion dates. The PDBE's management team shall perform all management and coordination duties necessary to complete the project, including, but not limited to:

- Maintain the schedule and resolve design related issues.
- Coordinate permitting with SMART staff.
- Develop and maintain a CPM schedule and provide progress reporting as indicated.
- Coordinate activities of consultants and subcontractors to ensure available manpower and adequate labor to maintain the Project schedule.
- Lead weekly technical task force meetings with SMART team to resolve

- technical design issues.
- Participate in Project meetings with SMART, SMART Consultants, and all other third parties to review the progress of the Work.
 - Provide quality management and verification of all Work to ensure compliance with requirements of the Contract Documents.
 - Assemble Project Record Documents from the PDBE team including subcontractors and ensure that Project Record Documents are submitted to SMART in accordance with the requirements indicated.

The scope in this section applies to both the Project and Optional Work. *All Optional Work requires a separate Notice to Proceed prior to work being performed.*

4. Project Management Plan

The PDBE shall prepare and submit Project Management Plan (PMP) within 30 days of NTP for SMART's review. The Plan shall be consistent with, and an extension of the Plan included in the PDBE's Proposal.

The contractor shall merge SMART's PMP with the PDBE's PMP to form one Project PMP that will be used by all project entities.

The PMP shall be updated and expanded as necessary and whenever requested by SMART. At a minimum, an updated PMP shall be submitted 60 Days prior to Construction.

A. PMP Requirements

The PMP shall include at a minimum the following items:

1. Organization Chart – A complete organization chart showing all personnel participating in the Project including the relationship of all PDBE key personnel, other management staff, and subconsultants and appropriate SMART personnel.
2. Provide a description of the organization defining all participants of the PDBE team, including their general and project-specific responsibilities. Discuss how individuals and entities will coordinate their work.
3. Provide contact information for team members.
4. Key Personnel – A listing of key personnel, together with their qualifications, experience, responsibilities and involvement in the Contract.
5. Preliminary Construction Implementation Plan
6. Submittal Schedule Update - An updated Submittal Schedule for all deliverables, design submittals, and design reviews.
7. Progress Report Outline - A description and outline of the Progress Reports
8. File Numbering and Distribution – Provide a numbering system and distribution listing for all correspondence and transmittals under this Contract.

B. Deliverables:

1. Project Management Plan

The scope in this section applies to the Project. The PMP from the Project shall be updated to include Optional Work, if optioned in by SMART.

5. Electronic Design Files

Designer will be supplied with design files in native AutoCAD format to serve as a basis upon which to advance and complete the design and prepare the Issued for Construction package. SMART's goal is to maintain consistency, minimize the level of effort required and expedite the completion of the design.

A. File Security

File security will be maintained by limiting access and restriction of available software. Each user will be assigned a username (password protected) that is for user's use only. Only Project Staff will be given access.

SMART will provide a series of technical workshops for the PDBe engineering staff to get familiar with SMART digital file structure and submittal. In addition, the PDBe engineering staff must have adequate skill sets to utilize Autodesk/Civil3D-2018 software and the necessary hardware to manage SMART's engineering data.

B. Electronic files for Topographic Survey and Digital Terrain Model (DTM) Control

Survey Tiles: Survey and DTMs will be owned by SMART, however SMART accepts no responsibility for the accuracy of Survey and DTMs. The PDBe shall be responsible for the accuracy and updates to the topographic survey and DTM. All surveys completed by the PDBe shall be submitted to SMART for review for conformance with SMART standards. The PDBe shall address all comments and resubmit. Upon approval, SMART or, at SMART's option, the PDBe, will incorporate PDBe survey into the project survey tiles. The PDBe shall be responsible for reviewing the updated survey tiles for accuracy.

1. Electronic File Management: The PDBe shall, within 10 working days of NTP, have all the PDBe's CAD users attend a 3-hour training session, provided by SMART one time, at no cost to the PDBe, on the use of BIM360, BIM360 folder structure, and procedures.

The PDBe shall be responsible for uploading all updated files in BIM360 folders by 5 PM Pacific time every Friday. More frequent updates are allowed

and recommended.

2. Drawing Standards: The PDBE shall adhere to SMART Drawing Standards.
3. Design & Drafting Software Package:

The PDBE shall use the following software for design:

- Computer Aided Design Software - Autodesk Civil3D Computer Aided Drafting Software - Autodesk AutoCAD – One of the two most current versions.
- Oracle/Primavera Contract Manager – version to be determined.

The scope in this section applies to both the Project and Optional Work. *All Optional Work requires a separate Notice to Proceed prior to work being performed.*

6. Contractor Responsibility for Design

The PDBE shall review the Baseline Drawings, Contract Specifications and Baseline Documents for errors, omissions, inconsistencies or other defects, and shall notify SMART of any apparent errors, omissions, inconsistencies or other defects.

The PDBE shall be responsible for the professional quality, technical accuracy and the coordination of all designs, drawings, specifications, and other services prepared by the Contractor or its Subcontractors.

7. Design Coordination and Reviews

The PDBE shall coordinate the design with SMART and other SMART consultants, local jurisdictions, cities, counties, and utility agencies.

SMART will review submitted information for general conformance with the contract requirements, provided that the PDBE may not rely on SMART's review and disposition of such information as a determination that the design in fact complies with applicable requirements. The PDBE shall be responsible for the integration of each Work Package into the final Work regardless of the sequence of Work Package submittal. Any necessary changes to the design and construction of the Work Packages to accommodate any Contract requirement shall be the PDBE's responsibility. SMART's approval shall be required before any design and construction documents may be used for construction of the Project. Approval of the design shall not be deemed to relieve the PDBE of liability for the design and construction of the Project in accordance with the requirements indicated.

The PDBE shall submit all applicable Construction Drawings, Construction Specifications, calculations, design reports, test data, and other information

supporting the Work Package presented for review at any Design Review. Design Reviews shall be conducted at each design stage.

The PDBe shall include the Design Review Schedule in the Project Schedules. The schedules shall include 21 calendar days for review by SMART for each work package.

SMART shall not be responsible for any delays to the schedule due to the requirement for the PDBe to resubmit the Work Package due to SMART comments.

During design, communication protocol shall establish that the PDBe shall communicate with SMART and SMART will communicate with its supporting consultants.

The scope in this section applies to both the Project and Optional Work. *All Optional Work requires a separate Notice to Proceed prior to work being performed.*

8. Design Criteria and Design Exceptions

SMART's Design Criteria are included in the Contract Documents. The PDBe shall comply with the Design Criteria unless a Design Exception ("Variance") is approved by SMART in writing in advance of the PDBe performing design. The PDBe shall complete a "Design Criteria Variance Request" form provided in the Design Criteria Manual to complete each request. A Design Exception should not be expected and will be closely scrutinized by SMART. The PDBe shall document that all possible design options have been explored and that a Variance is the best solution. Denial of requested exception does not provide grounds for a change order or an increase in Contract Price. In addition, the PDBe shall include in its Design Quality Management Plan (DQMP) procedures to ensure that its design team has checked and confirmed compliance with SMART's Design Criteria. This document shall be provided to SMART with each submittal in order for the submittal to be considered complete.

The scope in this section applies to both the Project and Optional Work. *All Optional Work requires a separate Notice to Proceed prior to work being performed.*

9. Early Work Packages

The PDBe may propose one or more early work packages consisting of the Phase II Work. The proposal shall comply with the GMP process (refer to Section 11.2).

The PDBe's packages shall be well-defined and manageable for the associated construction. Each Design package shall correspond to a specific Work Package. Each Design Package and its corresponding Work Package shall comprise similar and coherent significant parts or segments of the Project that can be checked and

reviewed as a self-contained package with due consideration for accommodating interfaces with other Project components. Each Design Package shall include designs, construction specifications, calculations, and drawings in sufficient detail so that the Project can be constructed in compliance with all contract requirements. Each Design Package shall be individually sealed and signed by the Engineer(s) of Record.

Each Work Package shall be submitted and reviewed at the 35%, 65%, 100% and Issued For Construction levels.

SMART will review and comment on the 35% and 65% packages for mutual resolution and incorporation into the next package. The 100% package should represent the agreement and inclusion of resolved comments. SMART will return the 100% package for revisions and resubmittal if the 65% comments are not adequately addressed.

No Work Package shall commence with construction until its corresponding Design Package has reached the IFC level and has been sealed and signed by licensed engineers.

Within the PMP, the PDBE shall provide a description of each Design Package and corresponding Work Package. The plan shall include the following:

1. Work Package descriptions including the scope of design and construction work within each Work Package with limits and interface points.
2. Planned review stages and dates including specific information to be reviewed, planned review dates (measured from NTP date), and the percent complete represented by each review.
3. The Engineer of Record.

The PDBE shall submit any revisions to the information provided in response to SMART in writing to SMART Representative concurrent with the monthly update report.

The scope in this section applies to both the Project and Optional Work. *All Optional Work requires a separate Notice to Proceed prior to work being performed.*

10. Hazard Analysis, Mitigation, and Safety Certification

The PDBE shall prepare a Hazard Analysis in accordance with the guidelines of "HAZARD ANALYSIS GUIDELINES FOR TRANSIT PROJECTS, U.S. Department of Transportation Research and Special Programs, (most current version)." Report shall address hazards throughout the alignment, including, but not limited to, hazards at:

- All at-grade and grade-separated crossings of vehicular, pathway, and rail traffic
- Healdsburg Station Platform/Park and Ride

The PDBE's design shall incorporate mitigations for hazards identified during this process.

Additionally, the PDBE's Hazard Analysis and final design to mitigate hazards shall incorporate the processes of Crime Prevention Through Environmental Design (CPTED) for Transit Facilities, Recommended Practice, APTA SS-SIS-RP-007-10, most recent edition, to optimize security considerations.

Note that hazard mitigations and CPTED features may require elements not included in the Baseline Documents. The PDBE shall include these at no additional expense to SMART.

A. Deliverable:

1. Hazard Analysis Report

The scope in this section applies to both the Project and Optional Work. *All Optional Work requires a separate Notice to Proceed prior to work being performed.*

11. Safety Certification and Testing

The PDBE shall prepare Safety Design Criteria for SMART's review. The Safety Design Criteria shall be used by the designers to ensure the design is being developed in accordance with safety criteria and standards and to eliminate or minimize potential risks to patrons, SMART employees, the general public, and any other parties that use or interface with SMART passenger rail system. The Safety Design Criteria shall fully comply with CPUC and FTA requirements and must be accepted by SMART prior to the first design submittal by the PDBE.

The PDBE shall prepare Safety Certification checklists to ensure that the Safety Design Criteria is being incorporated into the design and construction of SMART's facilities. The checklists shall be completed by the designers and submitted to SMART for approval prior to construction. The PDBE shall complete the checklists during construction, certifying that the design was constructed as intended.

A. Deliverables:

1. Safety Design Criteria

2. Safety Certification Checklist

The scope in this section applies to both the Project and Optional Work. *All Optional Work requires a separate Notice to Proceed prior to work being performed.*

12. Cost Estimating and Price Proposals

A. Cost Estimating

The PDBE and SMART will each develop a Baseline Green Sheet project estimate for final design and construction as part of the Alignment Phase (See Section 15—Alignment Phase). This estimate establishes an overall budget for Phase II.

The PDBE shall prepare and submit a detailed estimate at the 35% and 65% design submittals.

If there are early work packages, the early work package estimate shall be submitted at the 65% design submittals or as mutually agreed upon by both SMART and PDBE.

The PDBE shall develop and complete Estimates on an “open book” basis. The PDBE shall consider the many variables that can impact the construction budget, including, but not limited to, the degree to which the Project scope has been defined, the level of design completion, community and third-party requirements, environmental compliance considerations, ROW considerations, the accuracy of the factors and/or unit rates used in the Estimates, the schedule for Project implementation, and economic conditions.

The PDBE shall submit for Review and Comment a Draft and Final Estimating Methodology Report documenting the approach to quantify the Project and presentation of costs, including but not limited to the basis or assumptions of quantities, labor units/rates, crew size, productivity, material, equipment, insurance, specialty elements, construction duration/schedule, escalation, qualifications and exclusion (if any), which will be used in preparing the Estimate for the Project.

The PDBE shall facilitate a workshop for SMART and SMART’s Independent Cost Estimator (ICE) to review the PDBE’s Draft Estimating Methodology Report, baseline cost model assumptions and other input standards for the formulation of future cost and schedule Estimates. While the PDBE and ICE develop their own Estimates using their own database and expertise, the PDBE shall make available estimating methodology for all entities to use,

which will facilitate SMART's comparison, set up, and update of the construction budget accordingly.

The PDBE shall include the following items and information for each Estimate:

1. Letter of Transmittal.
2. Basis of Estimate– Provide the following specific information:
 - (a) Scope of the Estimate – Specify the general parameters of what the Estimate covers.
 - (b) Drawings – Specify the drawings on which the Estimate is based and include
 - (c) A drawing list or index.
 - (d) Specifications – Indicate the Specifications on which the Estimate is based.
 - (e) Estimate format – Specify the format on which the Estimate was based.
 - (f) The top 10 key cost drivers and commodities along with the associated quantity and cost.
 - (g) Quantities – Indicate the type of quantity survey made.
 - (h) Labor and burden – Indicate what the labor and burden costs include and the effective date of the labor rates.
 - (i) Materials – Indicate material pricing, freight, warehousing (if applicable).
 - (j) Sales tax or any other taxes – If included, indicate the percent.
 - (k) Subcontracts – Indicate what costs are included in the subcontract work.
 - (l) Equipment – Indicate whether owned or rental rates were used.
 - (m) Escalation – Indicate the annual rate of escalation.

- (n) Cost exclusions – Provide a list of items not included in the Estimate that may become an expense to SMART.
 - (o) Design Allowance
 - (p) PDBE Allocated Contingency
 - (q) PDBE Unallocated Contingency
 - (r) Estimate reconciliation – Reconcile the previous Estimate, if any, and include an explanation of any cost change
3. Details of Estimate – Present all Estimates in a clear and concise fashion to facilitate review that includes:
- (a) Direct Costs – Direct costs may consist of the following items: labor, equipment, materials, and subcontracts.
 - (b) Indirect Costs - Indirect costs may include all costs that cannot be charged to direct costs such as General Requirements, Overhead/Profit, and Supervision.
 - (c) Escalation - All Estimates shall be Estimated in current base period dollars and an evaluation made to determine what effect inflation and wage increases will have on the Estimated Project cost in the future.
 - (d) Quotations - During the course of preparing Estimates, obtain quotations for significant material and subcontract items.
 - (e) Quantify Estimate Components - Measure and calculate labor, equipment and material quantities for all work items and activities; tabulate all developed quantities into reports organized and formatted in CSI.
 - (f) Design Allowances - Include projected construction cost which is applied to an Estimate prior to design completion to cover the anticipated cost for design scope and details not yet shown on the Plans or in the specifications.
 - (g) PDBE Allocated Contingency - Include an amount to cover unknown but anticipated additional construction costs associated with PDBE-owned risk items and/or PDBE's means and methods; such additional construction costs may include, but not be limited to, changes in technology,

economic conditions (construction labor, equipment, etc.), planning and estimating errors/omissions (e.g. scope gaps among trades), variations in environmental conditions, and/or safety/regulatory requirements; this cost element shall exclude Escalation, Design Allowance and PDBE Unallocated Contingency.

- (h) PDBE Unallocated Contingency - Identify risk contingency to cover unforeseen PDBE-owned or shared risks and suggest the amount by multiplying a total of direct and indirect costs by a percentage (%); this cost element shall exclude Design Allowance and PDBE Allocated Contingency.
 - (i) A Cash Flow curve by month that distributes the Estimate through the duration of the Work.
 - (j) Risk Register - Analyze each risk item under the task titled Risk Analysis and anticipated risk amount/cost impact magnitude (\$) and probability; include a narrative as part of the Estimate. Include a record of risk management strategy for retained, shared, and transferred risks. (12) Detailed back up documents, including productivity rates per crew, and Subcontractor/Supplier-negotiated prices shall be available for submittal to SMART upon request. Back up documents, if requested, shall be submitted within 7 Calendar Days following the request.
 - (k) The PDBE shall also submit a cost loaded construction schedule used to measure and pay for progress during the Construction Phase.
- 4. All contingencies as part of the Estimate and risk management associated with every design milestone, and such contingencies will be evaluated and reconciled based on comments from SMART and ICE. As design progresses, risks are to be further identified, analyzed, and mitigated. The Estimated amounts for such contingencies are expected to be decreased at each subsequent design milestone.
 - 5. SMART's representative accompanied by the ICE will meet with the PDBE to discuss and reconcile the Estimates.
 - 6. The PDBE shall collaboratively work with SMART and ICE to reconcile and finalize the Estimate. The recommended practices and procedures by AACE International shall be used for any cost Estimate review and reconciliation.

The scope in this section applies to both the Project and Optional Work. *All Optional Work requires a separate Notice to Proceed prior to work being performed.*

B. Guaranteed Maximum Price Proposal Process

SMART may initiate a GMP Price Proposal request to the PDBE at any time during Phase I Work. GMP Price Proposal requests may be initiated for Early Work Packages and Final Design and Construction packages.

1. SMART Responsibilities Include:

SMART will provide the PDBE with the following information when submitting a request for a GMP Price Proposal:

- (a) A draft Phase II Amendment with the Scope of Work included for the specified work package. This draft Phase II Amendment will include:
 - The Federal Wage Determination to be used and referenced.
 - Liquidated Damages applicable to the work package, if any.
 - Insurance requirements pertaining to the specific work package.
- (b) SMART will provide a Subcontractor Listing form that the PDBE will complete and submit with the GMP Proposal.

The PDBE shall award construction subcontracts with a value exceeding one-half of 1 percent of the contract price allocable to construction work in accordance with Public Contract Code §22185.6 and a Construction Subcontracting Plan approved by SMART.

The PDBE will be required to identify all subcontractors who will be performing work in an amount excess of one-half of 1 percent of the prime contractor's total proposed price or ten thousand dollars (\$10,000), whichever is greater pursuant to Public Contract Code § 4100, the "Subletting and Subcontracting Fair Practices Act".

The PDBE will include the following information for all subcontractors that meet the threshold.

- The subcontractor entity name
- The business location
- Primary Contact Information (Name, Title, Phone, and Email)
- Contractors License Number
- California Department of Industrial Relations (DIR) Registration Number
- The portion of the work that will be done by the subcontractor.

SMART will review all listed subcontractors to ensure they are responsible subcontractors. Responsibility will be determined by the following review:

- The subcontractor holds the appropriate contractor's license that is active and in good standing
- The subcontractor is actively registered and in good standing with the California Department of Industrial Relations (DIR) if performing covered work
- The subcontractor is actively registered and in good standing with the California Secretary of State as appropriate for the entity type
- The subcontractor does not have any suspensions, debarments, or exclusions listed in SAM.Gov.
- The subcontractor is not on a prohibited list with the State of California
- The subcontractor does not have any sanctions listed with the Office of Foreign Assets Control (OFAC)
- Any other information determined by SMART to be relevant in order to make a responsibility determination.

All listed subcontractors must be determined to be responsible and approved by SMART. If any subcontractor is not approved by SMART, the PDBE will resubmit the Guaranteed Maximum Price Proposal with a different subcontractor for review and consideration.

If awarded a Phase II Amendment, these subcontractors will be listed in the Phase II Amendment and afforded the protections allowed under Public Contract Code §4100, et seq.

2. PDBE Responsibilities Include:

PDBE will submit to SMART the following information as part of the Guaranteed Maximum Price Proposal:

- (a) A Guaranteed Maximum Price Proposal for the work package specified, with pricing submitted in an open-book fashion that clearly itemizes the actual direct costs (including payment and performance bond costs), the general & administrative overhead percentage, and profit percentage for all work items.
- (b) Subcontractor Listing Form: Complete and Signed
- (c) Any additional information the PDBE deems relevant to the Guaranteed Maximum Price Proposal discussions and negotiations.

3. Mutual Agreement of the GMP Price Proposal

If SMART and PDBE mutually agree on the GMP Price Proposal for a Phase II Amendment work package, SMART will prepare a final Phase II Amendment for execution. Mutual agreement of the GMP Price Proposal includes agreement upon scope, schedule, and any supplemental information developed during the Phase I work related to the Phase II work package.

SMART's General Manager and/or Board of Directors may be required to review and award the Phase II Amendment prior to the execution of a Phase II Amendment.

If SMART's General Manager and/or Board of Directors do not approve the award of a Phase II Amendment, the GMP Price Proposal that the SMART Project Manager originally agreed to will be null and void and SMART and the PDBE will continue with negotiations based on the General Manager or Board of Director's feedback.

If SMART's General Manager and/or Board of Directors approve the award of a Phase II Amendment, SMART will circulate the Phase II Amendment for signatures. The PDBE shall submit to SMART the Payment Bond, Performance Bond, and all required insurance certificates and required endorsements within ten (10) calendar days from when SMART circulates the Phase II Amendment for signatures. SMART requires these documents to be submitted prior to being able to fully execute.

Once a Phase II Amendment is executed, SMART will set-up standard retention in the amount of five (5) percent unless the PDBE initiates a request to set-up an Escrow Agreement for Security Deposits in Lieu of Retention.

B. Deliverables

The PDBE shall provide the following deliverables:

1. Estimating Methodology Report: due 14 Calendar Days after NTP; revised report incorporating SMART's comments due 45 Calendar Days after receiving report. Total of one deliverable for this sub-task, including all updates and resubmissions required therein.
2. Baseline Green Sheet Estimate developed in the Alignment Phase
3. Estimate (35% design): due with the submittal of Base Design Documents; revised Estimate incorporating the PDBE's data gathering and design and construction criteria package and alternative assessment.
4. Estimate (65% design): updated Estimate due 30 Calendar Days after issuance of 65% Design Documents; revised Estimate incorporating SMART's comments due 14 Calendar Days after end of 65% Design Reconciliation Workshop. Total of one deliverable for this sub-task, including all updates and re-submissions required therein.
5. Estimate for Early Work Packages: due 30 Calendar Days after issuance of 65% Design Documents for Early Work Packages.
6. Guaranteed Maximum Price proposal after mutual agreement on the budget of an Early Work Package or the entire design package.

The scope in this section applies to both the Project and Optional Work. *All Optional Work requires a separate Notice to Proceed prior to work being performed.*

13. Risk Approach

A. Collaborative Approach to Risk

The PDBE shall adopt a collaborative approach to risk identification, pricing and assignment, and the PDBE shall cooperate with SMART to:

1. Develop, review and make updates to the Risk Register, including identifying new risks and reflecting discussions and decisions made during risk management meetings.
2. Develop proposals and seek solutions for avoiding and mitigating the risks listed on the Risk Register during the development of the Design Documents, the development of the Baseline Schedule, and the PDBE PMP;
3. Develop qualitative and quantitative analysis of the risks;
4. Develop methods to track costs and time incurred directly associated with such risks;
5. Consider different approaches to the risk allocation for the Construction Work and determine the risk allocation assumptions for the purposes of preparing any Early Work Package Proposal and the Project Proposal;
6. Determine the specific mitigation actions to be taken by each Party in response to the risks listed on the Risk Register;
7. Close those risks in the Risk Register which have been avoided or passed and document the resolution; and
8. Otherwise assess, review and monitor risks and risk response strategies as required under the Project Scope.

Risks applicable to the Work will be identified jointly during Phase I and the Parties shall endeavor to agree to the probability of occurrence, ranges of potential cost impact, potential schedule impact and mitigation measures.

B. Risk Register

The PDBE and SMART shall develop a Risk Register with respect to the entire Project in accordance with the guidelines and principles described in this Section. The PDBE shall be responsible for maintaining and updating the Risk Register.

The Risk Register shall identify potential risk issues related to Construction Work (each a "Risk Register Event"). All Risk Register Events shall be categorized as either a SMART Risk, a Provisional Risk, or a PDBE Risk. Shared risks will be entered both as SMART Risk and PDBE Risk.

The Risk Register shall include dates on which SMART gives its approval of a particular Risk Register Event.

The Risk Register shall also define mitigation strategies to be used by the Parties with respect to Risk Register Events and identify any potential cost, if any, and/or time impacts, if any, to the Project.

C. SMART Risks

All Risk Register Events that are a SMART Risk shall describe the types and extent of relief that the PDBE shall be entitled to seek upon occurrence of the Risk Register Event.

Risk Register Events that are SMART Risks may also include requirements for cost sharing between the Parties, determining of time impacts, payment requirements, and other terms.

All Risk Register Events that are Provisional Risks shall specify:

1. The amount of any Provisional Sum;
2. Whether the Provisional Sum is a shared between the PDBE and SMART;
3. The types and extent of relief (cost and/or schedule) that the PDBE is provided upon occurrence of the Risk Register Event;
4. Whether the Risk Register Event provides for relief in accordance with the Provisional Sum, Shared Provisional Sum, or other identified relief is exhausted; and
5. Any required mitigation efforts to be taken by the PDBE.

D. Risk Management Meetings

1. The PDBE shall coordinate risk management meetings with SMART on a monthly basis and hold a kick-off risk management meeting within 45 Calendar Days of the Phase I NTP.
2. The agenda for the kick-off risk management meeting will be set by SMART and will include a presentation of the then current Risk Register. The agenda for subsequent risk management meetings will be set by SMART in consultation with the PDBE.
3. Each of the Parties shall ensure that each risk management meeting is attended by team members that:
 - Are consistent across all risk management meetings (as practicable);

- Include SMART's Project Manager and other SMART personnel as needed;
 - Include the PDBE's Project Manager, the Construction Manager, the Design Manager; and any other personnel requested by SMART;
 - Include the PDBE's Scheduler and the person within the PDBE's organization responsible for generating the Cost Model and Estimate;
 - Have specialist knowledge to effectively consider key Project risks and complex matters relating to the Work;
 - Are authorized to discuss key Project matters on behalf of their organization
4. If requested by SMART, or if requested by the PDBE and with SMART's approval, include representatives of a Subcontractor. Following the risk management meetings, the PDBE shall submit a written report of the points discussed and agreed at the risk management meeting and any consequential impact on the Project and shall update and re-submit a written report to incorporate any corrections notified to it by SMART.

E. Risk Deliverables

1. Risk Register and Updates

The scope in this section applies to both the Project and Optional Work. *All Optional Work requires a separate Notice to Proceed prior to work being performed.*

14. Project Schedule

This section establishes the processes, procedures, and tools for planning, developing managing, and controlling the project schedule. The section defines the general requirements for managing the schedule for the entire Project and provides the framework for development of all Project schedules. As part of the Project Management Plan, the PDBE shall include a Schedule Management Plan that:

- Documents all key project milestones
- Identifies all scheduling resources, software, and related tools
- Demonstrates how the PDBE's Work Breakdown Structure (WBS) is organized

and aligned with SMART's WBS

- Communicates the types of schedules used on the Project
- Describes the process for baselining the Project schedule in alignment the requirements of the Contract
- Describes how the schedules will be updated, maintained, and controlled, I alignment with the requirements of the Contract

The PDBE shall plan and schedule the Project and report progress to SMART. The PDBE shall develop and maintain the schedule using the Critical Path Method (CPM). The PDBE shall utilize Primavera P6 software. SMART's acceptance of any schedule, whether interim, baseline, update, or revised, shall not modify the Contract Documents nor constitute endorsement or validation by SMART of the PDBE's logic, activity durations nor assumptions in creating the schedule. By accepting the schedule, SMART does not guarantee that the Project can be performed or completed as scheduled. Schedules shall represent a practical plan to design, procure, construct, and complete the Work within the applicable Milestone Deadlines and shall convey the Design- Builder's intent in the manner of prosecution and progress of the Work. The submittal of schedules shall be understood to be the PDBE's representation that the schedule meets the requirements of the Contract Documents and that the Work will be executed in the sequence and duration indicated in the schedule.

A. Phase I and Phase II Baseline Schedule Requirements.

Definitions:

Phase I Baseline Schedule:

The Phase I Baseline Schedule represents the Phase I Work of the PDBE's intended plan for performing the Work depicted in the Contract Documents.

Phase II Baseline Schedule:

The Phase II Baseline represents the PDBE's intended plan for completing the design and all construction/testing/startup Work. This baseline is the reference to which actual progress, delays, and/or acceleration will be compared. The baseline is intended to be the schedule used to plan, organize, and execute the Work, record and report actual performance and progress, aid in evaluating time extensions, show how the PDBE plans to complete all remaining Work as of the end of each progress reporting period, and enable SMART to monitor, compute the value of progress payments, and evaluate Work progress.

B. Phase I and Phase II Baseline Schedule Development Overview:

1. Phase I Baseline Schedule Submittal

The Design-Builder shall submit, within 15 Calendar Days of the Phase I NTP, a draft Baseline Schedule depicting the Phase I Work, and include recommended Milestones and Completion Deadlines for Phase I. This will be an updated version of the Phase I Cost Loaded schedule included in the RFQ submittal.

The draft Phase I Baseline Schedule shall include detailed activities and Milestones for the entirety of the Phase I Work and shall include a summary of the major activities, phases, and Milestones of the Phase II work.

2. Phase II Baseline schedule submittal

Submit Phase II schedule no later than the specified Phase I Contract Completion Time, for the SMART's review and approval.

The scope in this section applies to both the Project and Optional Work. *All Optional Work requires a separate Notice to Proceed prior to work being performed.*

15. Alignment Phase

The intent of the Alignment Phase is to align SMART and the PDBE on the fundamental project elements of project management, scope, schedule, and budget before moving towards preliminary engineering.

This Phase will start immediately after NTP. The scope for this phase includes:

- Establish lines of communication (zipper diagram)
- Develop a Partnering process and how to resolve issues
- Align on project goals, team values, and decision-making protocols.
- Define roles, responsibilities, and expectations.
- Establish communication flow, escalation pathways, and accountability.
- Process for developing a high-level project cost estimate (Green Sheet)
- Mutually developing the Green Sheet cost estimate and agreeing on a target budget

Establish a Change Log and methodology that is agreeable to both parties to accurately track changes and trends in costs.

- PD BE shall within fourteen (14) calendar days of NTP submit a Draft and Final Estimating Methodology Report for review and SMART comment and approval. This report is intended to document the approach used to quantify the Project and presentation costs, including the basis or assumptions of quantities, labor units/rates, crew size, productivity, material, equipment, insurance, specialty elements, construction duration/schedule, escalation, qualifications, and exclusions.

PD BE shall facilitate a workshop for SMART and SMART's Independent Cost Estimator to review the Draft the Draft Estimating Methodology Report, baseline cost model assumptions, and other input standards. PD BE shall make the Estimating Methodology Report available for all entities to use.

A revised report incorporating SMART's comments will be provided within 45 calendar days after receiving the draft report comments.

- Develop the initial risk register and a process to align risks with the project budget

PD BE shall facilitate a Risk Workshop with SMART and key stakeholders early in the Alignment phase to jointly identify project risks and develop common strategies with the focus of on-time and on-budget delivery of the Project. This workshop shall also focus on clearly assigning responsibilities, setting decision points with clear cutoff deadlines to avoid schedule impacts, and maintain communication about the status of Project-specific Risk Register items. PD BE, with SMART support, shall investigate project risks identified through quantitative and qualitative measures to determine potential impacts if the risk is left unmitigated.

PD BE shall regularly review the Risk Register with the greater team to discuss the progress of mitigations to ensure potential risks do not negatively impact the Project.

- Process to develop, assess and implement value engineering ideas

Develop a value engineering log that is agreed upon by both parties where ideas can be added and tracked.

Each value engineering idea shall be routed through cost estimators and schedulers who will provide preliminary costs and the timelines.

Value engineering proposals shall be presented to SMART and relevant stakeholders that include: Description of existing requirements, description of

the change, differences between existing and proposed requirements, contract requirements that need to be changed, the change's effect on the end item's performance, effect of change on life cycle, maintenance, and replacement costs, as well as life expectancy, date by which value engineering must be approved, cost estimate, and any other element required by SMART.

SMART will retain ultimate control over which value engineering proposals are incorporated.

- Agree on a master schedule process and draft schedule that results in the Healdsburg Station entering revenue service by December 31, 2028. The schedule submitted by the PDBE as part of their Proposal during the Request for Qualifications solicitation will serve as the baseline concept.
- Develop a draft project PMP
- Agreement on scope and levels of effort for plans and reports.
- Develop a Construction Subcontracting Plan and Requirements

The approved Construction Subcontracting Plan must conform to the requirements of Public Contract Code §22185.6 and Public Contract Code § 4100, the "Subletting and Subcontracting Fair Practices Act". The Subcontracting Plan and Approach submitted in PDBE's Proposal submitted in response to the Request for Qualifications will serve as the baseline concept for the draft Construction Subcontracting Plan to be reviewed. The objective for the Construction Subcontracting Plan will be to ensure a competitive and transparent process that provides opportunities for local business participation, opportunities for California Certified Small Business Enterprise (SBE) participation, opportunities for California Certified Disadvantaged Business Enterprise (DBE) participation, and promote cost savings opportunities for SMART. To ensure the Subcontracting Plan conforms to these requirements, PDBE must maintain all records of subcontracting activities in enough detail to substantiate an audit and allow SMART to participate in and/or review subcontracting activities throughout the subcontracting process.

- Aligning the design scope with design budget
- Develop potential early work packages and optimal timing

Each task will advance through a Task force structure, which brings together the right disciplines to move work forward, provide consistent input, and support real-time decision-making.

This phase will be completed when both SMART and the PDBE agree there is general alignment to move forward to completing Preliminary Engineering, including a mutually agreed upon budget and cost estimating process, design scope clarity, overall project schedule, and project management procedures.

The scope in this section applies to The Project. The Alignment work developed in The Project can be applied to the Optional Work if optioned in by SMART.

16.35% Design—Preliminary Engineering

A. General

The intent of the 35% design is to complete a sufficient planning and engineering package to satisfy a preliminary engineering level design effort. The studies and reports required in this stage are intended to provide SMART sufficient time to obtain necessary permits and the PDBE/SMART team with a better understanding of the design and project risks. This stage will result in both the PDBE and SMART developing final design and construction cost estimates in a mutually agreed upon format.

Some elements of this PE Phase can occur concurrent with the Alignment Phase, such as surveying and mapping, geotechnical investigation, permit support and utility conflict plan. The concurrent work can be agreed upon in the Alignment Phase discussions.

Note that value engineering (VE) for this contract is a continual process throughout design. VE ideas that are mutually agreeable to SMART and the PDBE will be incorporated into the design with the intent of improved value to project.

B. Plans and Reports

1. Survey and Mapping:

Review survey and survey control data provided by SMART. Complete additional survey and mapping required to complete the design. At a minimum this includes:

- Topographic survey 20 feet each side of the right of way using LIDAR
- Additional field survey where LIDAR does not provide sufficient detail.
- Detail survey at all grade crossings

- Detail survey at Healdsburg Station site
- Detail survey at all existing bridge, retaining wall, and drainage structures

SMART has provided the PDBE with survey drawings as part of the Baseline Drawings and as CAD files on BIM360. These survey drawings and associated CAD files are considered Reference Documents. This survey information is not sealed and does not conform to a specific survey standard. The PDBE shall not use these survey drawings for final design. The PDBE shall independently provide all survey needed for design.

2. Project Datum

All surveys must be completed on SMART Datum described below.

3. Horizontal Datum

The horizontal datum for the SMART project is based on the California Coordinate System of 1983, Zone 2, NAD Feet, Epoch 2008.00. All Surveys for this project shall be based on this coordinate system.

4. Vertical Datum

The vertical datum for the SMART project is North American Vertical Datum of 1988 (NAVD 88). This datum was established by using the central coast height modernization project performed by the California Spatial Reference Center and National Geodetic Control Levels that run through the project area. The elevations for the project monumentation were established by using 3rd order Caltrans standard level loops.

5. Grid Coordinate System

All surveys for the project shall utilize grid coordinate values for the horizontal system listed under PR 1.3.2. All ground surveys shall be reduced to grid prior to utilizing them for design. During construction, the appropriate combination factor shall be used to convert grid values to ground distances.

6. Monuments to Be Referenced

Monuments to be referenced under this section include existing USGS monuments, NGS monuments, property corner monuments,

railroad right-of-way monuments, County benchmarks and horizontal control, SMART control monuments, and any other monuments that are required to be preserved in accordance with Section 8771 of the California Professional Land Surveyors' Act.

The PDBE shall be responsible for preservation of all monuments except for the SMART primary control monuments. SMART will preserve and reset the primary control monuments as necessary. The PDBE shall notify SMART 5 days prior to performing any work that may result in the destruction of a primary control point to allow SMART the necessary time to relocate the monument.

7. Surveying Tolerances

All surveying for the design and construction of the SMART project shall comply with Caltrans survey standards or better. Surveys shall at a minimum meet 3rd order Caltrans standards. Field notes and other survey data shall be made available to SMART as requested.

8. Submittals

Electronic survey files in AutoCAD 2018/Civil3D 2018 format or newer versions of the software as they become available and are approved for use by SMART.

Survey staking cut sheets and maps (Scale 1" = 40')

The PDBE shall provide to SMART the topographic drawings, electronically, as completed to allow for appropriate review and acceptance. Completed design surveys shall be submitted to SMART within 14 calendar days of completion of the field work for review and acceptance. During the review, if there are any items that are deemed not in compliance with District survey or CAD standards, the drawings shall be corrected within five days.

Record of Surveys shall be submitted to SMART in hardcopy and PDF format before they are submitted to the county for review. After District approval of the documents they shall be submitted to the appropriate County Surveyor for Review. Once the documents have been approved and accepted by the County Surveyor, final versions shall be submitted to SMART in hardcopy and PDF format.

9. Permits

SMART will be responsible for obtaining environmental regulatory permits. The PDBE shall support SMART in obtaining the

environmental regulatory permits by providing graphical information required for permits, such as temporary and permanent impact drawings.

The PDBE is responsible for obtaining all construction activity related permits, including but not limited to encroachment permits, Stormwater Pollution Prevention Plan (SWPPP), encroachment, and de-watering permits.

10. Drainage Report

Prepare a report that documents existing conditions and establishes a baseline of the hydrology, including modeling, in the SMART right of way as well as areas outside the r/w (such as bodies of water that enter or exit the r/w) that affect the r/w. The report shall analyze the proposed changes and modifications to the drainage systems and surrounding areas. The report shall be comprehensive, considering storm water management, hydrology modifications, floodplain impacts, overland flow, and applicable environmental regulations, including Federal Emergency Management Agency (FEMA) flood mapping. The report shall be the basis for all drainage modifications and accommodations in the design of the Project.

11. Utility Conflict Plan

Prepare an existing private and public utilities inventory. The plan shall be accompanied by a comprehensive matrix that will be used by the PDBE to inventory utilities and track conflicts. The matrix will contain all necessary information to resolve utility conflicts and identify non-compliant utility installations. Include the locations of proposed potholes to determine potential utility conflicts. Utility relocation plan shall include drawings showing proposed utility dispositions.

Potholing will be conducted as an Early Work Package and is not included in the cost of Phase I scope.

12. Geotechnical Investigation and Report

Conduct geotechnical investigations with sufficient field and laboratory work (including, borings, corings, test pits, soil tests, subsurface investigations, and laboratory testing) required for the proper engineering and design of the Project. Develop geotechnical recommendations and design requirements for proposed trackbeds, roadway, cut and fill sections, station, bridges,

retaining walls, temporary sheeting/bracing systems, and other areas sensitive to subsurface conditions.

The Draft Geotech report shall address the following:

- Physical properties and characteristics of the soils and rock beneath the alignment;
- Ground water levels and anticipated seasonal variations;
- Excavation and site earthwork, including preparation and specifications for the selection, placement, and compaction of structural fill;
- Allowable bearing values for conventional spread footing foundations for structures and retaining walls;
- Estimated settlements and time settlement rates;
- Pile and other types of proposed foundations, including pile types, lateral and vertical capacity, and installation criteria;
- Subdrainage requirements;
- Lateral earth pressure on walls and retaining structures;
- Stability of cut and fill slopes;
- Design pavement sections for reconstructed streets, new streets, access roads, and parking areas;
- Modulus of design for track bed design;
- Seismic hazards and geotechnical seismic design parameters, including liquefaction potential at major structures;
- Hazardous material remediation recommendations; and
- If rock excavation is required, the Estimated quantity of rock by type (bulk/trench) and other requirements necessary to clearly show and define this work on the drawings.
- Prepare drawings illustrating the locations of geotechnical test borings, boring logs, ground water level observation wells, and special geotechnical construction issues. Drawings will conform to SMART's CADD standards for drawings.
- Prepare construction specifications involving geotechnical construction. These sections include excavation and backfilling, pile driving (or other proposed foundation types) and testing, and ground improvement measures.

Deliverables:

- Survey and mapping drawings and electronic files posted to the SMART Autodesk BIM360 site
- Temporary and permanent impact drawings to support environmental permit requirements
- Drainage Report
- Utility Relocation Plan, drawings, and associated tracking matrix

- Draft Geotechnical Report
- Geotechnical Investigation and Report

13. Structures:

- Russian River Bridge:

Prepare a Type/Size/Location (TSL) report for a new or rehabilitated Russian River Railroad Bridge include a non-motorized pathway bridge over the river in accordance with Caltrans requirements. The report shall include constructability considerations and conceptual plans as well as disposition plans for the existing bridge. Review the “Russian River Bridge Evaluation—Healdsburg Subdivision MP 67.62” (See Reference Documents—Draft Russian River Report) and the report on the nearby road bridge across the Russian River (See Reference Documents—Healdsburg Ave Bridge Info).

- Evaluate and provide recommendations for the Old Redwood Highway and Sargent Road grade separations for compliance with roadway standards.
- All other structures: Perform field investigations and prepare a report with recommendations for repair or replacement of all bridge and retaining structures.
- Deliverables:
 - Old Redwood Highway and Sargent Road grade separation white paper
 - Russian River Bridge TSL report
 - Architectural Renderings of two (2) perspectives of a new Russian River Bridge
 - Structures report

14. Design Memorandum

- Prepare a Design Memorandum.

The purpose of this memorandum is to outline the preliminary design considerations and approach for the project. Address the basis of the design elements: Track, Structures, Station, Utilities, Systems. Include recommended design exceptions.

- Deliverables:

Design Memorandum

15. Quality Assurance and Quality Control Plan

- Prepare a QA/QC Plan in accordance with SMARTS QA/QC plan criteria.
- Deliverables:

Quality Plan

17. **35% Preliminary Engineering Design—Civil, Structural, and Systems**

Perform design activities needed to complete a preliminary engineering design level, including survey, potholing, structures, geometrics, hydraulics, Traffic Operations, etc. The designer shall comply with SMART's Design Criteria Manual, SMART Standard Drawings, and SMART Technical Specifications.

The Technical Specifications shall be revised, and specification sections added, as needed, to reflect the design. The revised specifications will become the PDBE contract Construction Specifications.

Develop 35% level design drawings and Construction Specifications, including, but not limited to:

A. Track

The conceptual horizontal and vertical track alignment is shown in the Civil Track and Pathway Plan and Profile Drawings (See Reference Documents). The PDBE shall advance these drawings to a 35% design level.

The PDBE shall prepare all track work designs, calculations, horizontal and vertical alignments, plans, typical sections, and details. Design shall include locations of crossovers, turnouts, at-grade crossings, structures, and special track work. Alignment, profile, and typical cross section information may be sufficient for construction of large stretches of track work between stations. However, if additional design information, such as cut and fill information, is needed for construction, this information shall be included in the design.

For the Optional Work north of Lytton Springs Road, wood ties in lieu of concrete ties will be considered as a cost reduction measure.

1. Deliverables

Preliminary track drawings and Construction Specifications

B. Structures

1. Prepare preliminary structural designs for bridges and retaining walls, including:
 - Identify bridges with potential for rehabilitation
 - For new track and pathway bridge designs, use bridge types SMART has used in previous projects (except for Russian River Bridge). Alternative bridge types will be considered on a case-by-case basis. See Reference Documents– Existing SMART Bridge Plans for reference.
 - Russian River Bridge: See Section 16.B.13--Structures above for T/S/L requirement. Evaluate options & select a preferred alternative in coordination with SMART.
 - Determine retaining wall types

C. Station and Station Area

1. Prepare a preliminary civil design for the Healdsburg Station located between Front Street and Healdsburg Avenue in Healdsburg. Use SMART's standard drawings and design criteria for the station and station area. The 35% submittal shall include a preliminary layout of the station with an appropriate level of detail.
2. The station configuration will be a center loaded platform. The following are criteria for the station components.
3. "Standard" SMART center platform.
4. ADA compliant pedestrian grade crossings
5. Two station platform shelters.
6. Standard SMART platform amenities – kiosk, waste/recycle receptacles, lighting, cameras, speaker, signage, real-time display, emergency communication, etc.
7. Provisions card readers: two at each ramp, and one at the TVM.
8. Provisions for one owner-furnished ticket vending machine.
9. Bike lockers & bike racks

10. Electrical service, panel, conduits, pull boxes, and all appurtenances for station-area loads, including station devices, communication cases, lighting, and signal house.
11. Underground conduits and pull boxes connecting communication cases, wayside signals, track circuits, power switch machines, and SMART's fiber optic ductbank to the new signal house adjacent to the station platform.
12. Station area network, including station communications cabinet and station communications equipment housed in control point signal house, serving fare collection, fare validation and CCTV systems. No radio coverage studies are required to be performed.
13. Station area and park and ride CCTV system, along with provisions for additional data storage at SMART's Rail Operations Center.
14. CCTV cameras providing field of view of the traffic and pedestrian crossings.
15. Deliverables
 - Preliminary Station and Station Area drawings and Construction Specifications
 - Two (2) Architectural renderings of the station from different perspectives that depict the planned passenger platform and station amenities with a photo background such that one would easily recognize the location and be able to visualize the new station.

D. Drainage improvements and structures

1. Prepare preliminary drawings, details, and calculations for drainage improvements. All existing culverts that don't meet SMART design criteria shall be replaced with new culverts, in accordance with SMART's design criteria.
2. Deliverables
 - Preliminary Drainage Improvement Drawings and Construction Specifications

E. Non-Motorized Pathway

1. Design a Class 1 pathway for the locations show in the Civil Track and Pathway Plan and Profile Drawings (See Reference Documents). Design shall include plans, profiles, typical sections,

details, and Construction specifications. Free span bridges are preferred and may be required by the environmental reviews, hydrology and hydrologic study appropriate for any drainage improvements necessary for construction of the pathway (see Drainage Improvements and Structures above), and grade crossing designs and complete G.O.88-B application. PDBE shall support SMART through the approval process with the CPUC. See Systems work below.

2. The pathway shall provide full connectivity to existing sidewalks at track or roadway pedestrian crossings.
3. Traffic signal design includes preemption interconnection to railroad equipment, interconnection to neighboring signals, power and load calculations, signal design, required striping and signage, raceways, pull boxes, and power drops that adhere to the roadway jurisdiction's requirements.
4. Grade crossing warning system designs include raceways, pull boxes, cameras, and foundation designs for pedestrian gates, vehicle gates, and cantilevers.
5. The pathway shall be illuminated for use in non-daylight hours. Designer shall determine and design lighting of appropriate size and spacing to provide sufficient nighttime lighting for pathway usage. The design shall include determining electrical power needs and coordinating new electrical services.
6. Deliverables:

Pathway Drawings and Construction Specifications

F. Fencing

Develop 35% level fencing design for the entire corridor. Fencing shall be shown on all plan sheets. Identify fencing access points.

G. Systems

1. Develop 35% level systems design and drawings, including, but not limited to:
2. Train Control Systems
 - Preliminary Single line diagram
 - Preliminary Cable Plan
 - Preliminary Control Line Diagram

- Grade Crossing Warning Systems
- Preliminary warning device layout
- Preliminary approach plan with approach types, distances, and warning time calculations

3. Communications

Preliminary network topology map and table depicting and listing all rail and station network switches. Topology map to depict all physical fiber and copper links by link speed/type, network switch bridge IDs, fiber types. This includes the connections to the new switches from existing network switches at the Rail Operation Center.

4. Electrical

Matrix of all railroad systems equipment locations requiring PG&E service, including location, voltage, phase, and preliminary load

5. Deliverables:

Systems drawings and construction specifications

H. County Work (“County Design Work” or “County Work”):

1. Prepare preliminary roadway widening design for Old Redwood Highway underneath the railroad bridge for approximately 850 linear feet to improve roadway conditions and meet current roadway standards, including:
 - Design package will include Roadway Plan & Profile plans, Signage & Striping plans, Utility Conflict plans and Utility Plan & Profile plans, and Roadway Improvement plans for a widened Old Redwood Highway.
 - A roadway section totaling 48 feet:
 1. 2x12 foot travel lanes
 2. 2x6.5 foot bike lanes (5-foot bike lane with 1.5 extra feet for buffer)
 3. 2x2 foot supplemental lane width for road shoulder
 4. 2x2 foot drainage gutters and/or curb

- Drainage Improvements to Old Redwood Highway.
- Lengthening of Old Redwood Track and non-motorized pedestrian bridges over Old Redwood Highway to accommodate the roadway widening including bridge and foundation details. Bridges must achieve a minimum 15 feet clearance over Old Redwood Highway.
- Producing a preliminary hydrology report to inform design of drainage improvements. The hydrology report will analyze the condition of the existing drainage system and documents required drainage infrastructure improvements to accommodate an additional impermeable roadway surface along with contributing stormwater from adjacent parcels. The Report will include exhibits that delineate adjacent watersheds that currently contribute stormwater onto Old Redwood Highway and include a detailed summary of the rational method calculations used to determine the peak runoff in cubic feet per second (cfs) from each adjacent watershed for a 10-year, 25-year, and 100-year storm event. This detailed summary will include a table of calculated runoff coefficients, time of concentration, and rainfall intensity for each delineated watershed.
- Determine retaining wall types and placement
- Identify utility and utility conflicts

2. Deliverables:

- Preliminary Drawings
- Draft Hydrology Report
- Update existing base files

I. City Work (“City Design Work” or “City Work”):

1. Environmental: Development and analyze critical design element alternatives in support of environmental permit applications required for the improvements. In addition, determine the environmental effect footprint based on the design to facilitate required environmental clearance. Develop preliminary engineering documents to support the environmental work to be completed.

2. Prepare 35% design for the following scope:

- Hudson Street to Ward Street Sewer Replacement - Design the replacement of the existing sewer main with an 8" pipe and connecting laterals between Hudson Street (manhole SSMH232) and Ward Street (manhole SSMH341). Design and construction shall be in compliance with City and SMART Standards. Design should conform to the downstream elevation at Ward Street. Manholes at connection point should be designed to be replaced. If necessary, inside drops at the Hudson Street manhole shall be incorporated. During construction, it will be necessary to maintain flows by providing bypass pumping or other acceptable methods.
- Front Street Water Main Casing - Design a steel casing for future installation of a 16" water main crossing the railroad right-of-way along Front Street. Design shall be in compliance with City and SMART Standards.
- Russian River Rail Bridge Waterline - Design connection details for the proposed Russian River rail bridge trestle and truss sections to accommodate a future 12-inch water line across the Russian River from Front Street to Bailhache Avenue to be located the west side of the rail right-of-way.

1. Deliverables:

- Preliminary Drawings and Construction Specifications
- Identified environmental clearance requirements.

The scope in this section applies to both the Project and Optional Work. *All Optional Work requires a separate Notice to Proceed prior to work being performed.*

18.65% Level Design Documents

A. General

The intent of the 65% design is to advance the 35% design effort to a 65% design level. The studies and reports from the 35% shall be updated as needed.

B. Plans and Reports:

1. Survey and Mapping: Update the 35% level survey and mapping work as needed.

2. Permits: Continue to support SMART in obtaining environmental regulatory permits.
3. Drainage Report: Update the Drainage Report developed during PE including potholing plan and any completed potholing information.
4. Utility Conflict Plan: Update the existing private and public utilities inventory plan including the comprehensive matrix. Update utility conflict plans.
5. Geotechnical Investigation and Report: Update and finalize the geotechnical report developed during Preliminary Engineering.
6. Update and finalize the Design Memorandum.
7. Update the QA/QC Plan
8. Deliverables
 - Updated survey and mapping drawings and electronic files posted to the SMART Autodesk BIM360 site
 - Updated drawings to support permit requirements
 - Revised Drainage Report
 - Revised Utility Conflict plan and associated tracking matrix
 - Final Geotechnical Report
 - Final design memorandum
 - Final QA/QC plan

C. 65% Engineering Design—Civil, Structural, and Systems

Perform design activities needed to bring the Preliminary Engineering design up to a 65% completion. Advance the design drawings and Construction specifications, including, but not limited to:

1. Track
 - Update the 35% track drawings and calculations to 65% design level.
 - Deliverables

65% track drawings and Construction Specifications
2. Structures
 - Advance structural designs for bridges and retaining walls,

including:

- Bridges for rehabilitation
- New bridges
- Russian River Bridge
- Pathway bridges
- Retaining walls
- Deliverables:
- 65% Structural drawings and Construction Specifications

3. Station and Station Area

- Advance the PE level civil design for the Healdsburg Station.
- Deliverables

65% Station and Station Area drawings and Construction Specifications

4. Drainage improvements and structures

- Advance the preliminary drawings, details, and calculations for drainage improvements
- Deliverables

65% Drainage Improvement Drawings and Construction Specifications

5. Utility Relocation Plans

- Advance Utility Relocation Plans to 65% design level.
- Deliverables

65% Utility Relocation Drawings and Construction Specifications

6. Non-Motorized Pathway

- Advance the pathway design to 65%
- Deliverables:

Pathway Drawings and Construction Specifications

7. Fencing

- Develop 65% level fencing drawings.
- Deliverables:

65% Fencing drawings

8. Systems

Advance 35% design to 65% design including, but not limited to:

- Train Control Systems
 1. Preliminary Single line diagram
 2. Preliminary Cable Plan
 3. Preliminary Control Line Diagram
 4. Preliminary Typical Circuit plans
 5. Preliminary Material List
- Grade Crossing Warning Systems
 1. Preliminary warning device layout
 2. Preliminary approach plan with approach types, distances, and warning time calculations
 3. Preliminary Typical Circuit plans
 4. Preliminary Material List
- Communications
 1. Preliminary network topology map and table depicting and listing all rail and station network switches. Topology map to depict all physical fiber and copper links by link speed/type, network switch bridge IDs, fiber types
 2. Preliminary Typical Site plans
 3. Preliminary Material List
 4. Electrical
 - Matrix of all railroad systems equipment locations requiring PG&E service, including location, voltage, phase, and preliminary load
 - Preliminary Material List
 - Preliminary typical one-line diagram
 5. Deliverables:

Systems drawings and Construction Specifications

9. County Work (“County Design Work” or “County Work”):

- Advance 35% design to 65% design
- Estimate final design and construction
- Assist smart in providing road closure requirements for the county to facilitate construction.
- Deliverables:
65% Drawings
Final Hydrology Report
Cost Estimate for Final Design and Construction

10. City Work (“City Design Work” or “City Work”):

- Advance 35% design to 65% design
- Deliverables:
65% Drawings and Construction Specifications
Cost Estimate for Final Design and Construction

The scope in this section applies to both the Project and Optional Work. *All Optional Work requires a separate Notice to Proceed prior to work being performed.*

19. Summary of Design Stages

The following is a summary table of select Phase I design tasks and stages:

TASK	PHASE I DESIGN STAGE		
	Alignment	35%	65%
Cost Estimate	Greensheet	Yes	Yes
Risk Workshops and Update events	Workshop & initial register with Monthly review/update	Monthly review/update	Monthly review/update
Progress Design & hold point for review	No	Yes	Yes
Organizational Development	Yes (in coordination with SMART to align	Review & Update	Review & Update

	counterparts)		
Needed Permits	Yes (in coordination with SMART to align assumptions)	Monthly review/update	Monthly review/update
Utility conflicts	No	Yes	Monthly review/update
Bridge TSL	No	Yes	Update as needed
Retaining wall type and locations	No	Yes	Update as needed
Drainage report	No	Yes	Update as needed
Geotech report	No	Yes	Update as needed

20. Optional Tasks

A. Geyserville Station—Conceptual Layout

1. Develop up to two (2) alternative conceptual station plans for the Geyserville station that provide sufficient detail for a California Environmental Quality Act (CEQA) analysis. Each layout shall locate a “center” passenger platform between two sets of tracks. The station layout shall include a gauntlet track for CPUC clearance requirements. The layouts shall include ramps and path-of-travel access to the platform. Depending upon location, the station may have access from one end or both ends. Each layout shall include a graphical rendering that illustrates the station in the planned location with a photo background to provide a realistic representation of the proposed station. The layout shall also propose parking which may vary depending upon each site. The station could incorporate existing parking or propose a new parking facility. The layout shall also locate auxiliary amenities such as electric charging stations, bicycle lockers, bicycle racks, and locations for supporting equipment such as signal and communication enclosures. The layouts shall incorporate SMART standard features, design criteria and reference materials.

2. Submittals

This task requires two (2) submittals: 1) Draft; and 2) Final that incorporates SMART comments.

Work may not proceed on this Optional Task until a Notice to Proceed has been issued by SMART's Project Manager.

B. Geyserville Station and SMART System Connection– 35 % Design-Level Preliminary Engineering

Prepare 35% design-level preliminary engineering package for the Civil, Structural and Systems Design for the SMART rail and pathway system from Healdsburg (MP 72.0) to Geyserville (MP 76.10). The 35% Design-Level package shall be based on the approved conceptual design and layout of the Geyserville Station that was developed and approved in Task 20A. The 35% design-level preliminary engineering package shall follow the instructions, format, requirements and deliverables as defined in the Phase 1 Scope of Work for the Healdsburg Extension Project.

Work may not proceed on this Optional Task until a Notice to Proceed has been issued by SMART's Project Manager.

C. Geyserville Station and SMART System Connection– 65 % Design-Level Preliminary Engineering

Prepare 65% design-level preliminary engineering package for the Civil, Structural and Systems Design for the SMART rail and pathway system from Healdsburg (MP 72.0) to Geyserville (MP 76.10). The 65% design-level preliminary engineering package shall follow the instructions, format, requirements and deliverables as defined in the Phase 1 Scope of Work for the Healdsburg Extension Project.

Work may not proceed on this Optional Task until a Notice to Proceed has been issued by SMART's Project Manager.

**EXHIBIT B
SCHEDULE OF RATES**

SECTION I: HEALDSBURG EXTENSION PROJECT

- A. The PDBE agrees to perform all Phase I Work included in the Healdsburg Extension Project for an agreed amount as compensation, including the net fee or profit per the lump sum amounts listed in Section I herein.

MILESTONE PAYMENT SCHEDULE	
<i>Milestones</i>	<i>Lump Sum Fee</i>
Alignment Phase	\$2,169,234.25
35% Design-Level Preliminary Engineering Package	\$11,053,077.80
65% Design-Level Preliminary Engineering Package	\$8,532,086.49
TOTAL (SUM OF ALL MILESTONES):	\$21,754,398.54

The lump sum fee for each milestone included in Section I "Healdsburg Extension Project" includes all labor, supervision, supplies, equipment, insurance, travel, taxes, fees, overhead, profit, and all other direct and indirect costs associated with performing the work required under these tasks.

Notes

1. The Alignment Phase Milestone's Lump Sum Fee may not exceed 10% of the total sum of all milestones for the Healdsburg Extension Project.
2. SMART may authorize progress payments for milestone work based on percent-complete for each milestone. The percent-complete will be determined by SMART.

SECTION I-A: PHASE I – WIDENING OF THE UNDERCROSSING OF OLD REDWOOD HWY (“COUNTY DESIGN WORK” OR “COUNTY WORK”)

- A. The PDBE agrees to perform all Phase I Work included in the Widening of the Undercrossing of Old Redwood Hwy (“County Design Work” or “County Work”) for an agreed amount as compensation, including the net fee or profit per the lump sum amounts listed in Section I-A herein.

MILESTONE PAYMENT SCHEDULE	
<i>Milestones</i>	<i>Lump Sum Fee</i>
35% Design-Level Preliminary Engineering Package	\$323,287.70
65% Design-Level Preliminary Engineering Package	\$304,587.57
TOTAL (SUM OF ALL MILESTONES):	\$627,875.27

The lump sum fee for each milestone included in Section I-A. “Phase I – Widening of the Undercrossing of Old Redwood Hwy (“County Design Work” or “County Work”) includes all labor, supervision, supplies, equipment, insurance, travel, taxes, fees, overhead, profit, and all other direct and indirect costs associated with performing the work required under these tasks.

SECTION I-B: PHASE I – DESIGN OF THE HUDSON STREET TO WARD STREET SEWER REPLACEMENT PROJECT, FRONT STREET WATER MAIN CASING, AND ACCOMMODATION FOR THE RUSSIAN RIVER RAIL BRIDGE WATERLINE (“CITY DESIGN WORK” OR “CITY WORK”)

- A. The PD BE agrees to perform all Phase I Work included in the Design of the Hudson Street to Ward Street Sewer Replacement Project, Front Street Water Main Casing, and Accommodation for the Russian River Rail Bridge Waterline (“City Design Work” or “City Work”) for an agreed amount as compensation, including the net fee or profit per the lump sum amounts listed in Section I-B herein.

MILESTONE PAYMENT SCHEDULE	
<i>Milestones</i>	<i>Lump Sum Fee</i>
35% Design-Level Preliminary Engineering Package	\$58,876.48
65% Design-Level Preliminary Engineering Package	\$65,019.53
TOTAL (SUM OF ALL MILESTONES):	\$123,896.01

The lump sum fee for each milestone included in Section I-B “Phase I – Design of the Hudson Street To Ward Street Sewer Replacement Project, Front Street Water Main Casing, and Accommodation for the Russian River Rail Bridge Waterline (“City Design Work” or “City Work”) includes all labor, supervision, supplies, equipment, insurance, travel, taxes, fees, overhead, profit, and all other direct and indirect costs associated with performing the work required under these tasks.

SECTION II: OPTIONAL WORK

The PDBE agrees to perform all Phase I Work included in the Optional Work for an agreed amount as compensation, including the net fee or profit per the lump sum amounts listed in Section II herein.

MILESTONE PAYMENT SCHEDULE	
<i>Milestones</i>	<i>Lump Sum Fee</i>
Geyserville Station - Conceptual Layout	\$166,772.46
Geyserville Station and SMART System Connection – 35% Design-Level Preliminary Engineering Package	\$4,137,689.91
Geyserville Station and SMART System Connection – 65% Design-Level Preliminary Engineering Package	\$3,487,159.23
TOTAL (SUM OF ALL MILESTONES):	\$7,791,621.60

The lump sum fees for each milestone included in Section II “Optional Work” includes all labor, supervision, supplies, equipment, insurance, travel, taxes, fees, overhead, profit, and all other direct and indirect costs associated with performing the work required under these tasks.

Notes

1. SMART may authorize progress payments for milestone work based on percent complete for each milestone. The percent complete will be determined by SMART.

SECTION III: PHASE II AMENDMENT GENERAL ADMINISTRATIVE & OVERHEAD % AND PROPOSED PROFIT %

<i>DESCRIPTION</i>	<i>GENERAL ADMINISTRATIVE & OVERHEAD% AND PROFIT %</i>
Phase II Amendment General Administrative & Overhead %	9.28%
Phase II Amendment Profit %	6.00%

Note

1. The Phase II Amendment General Administrative & Overhead % will be the audited rate that will be applied to the project costs agreed upon during the GMP Price Proposal review process. This rate will be set and shall apply to all Phase II Amendments awarded, including net increase or deductive Change Orders.
2. The Phase II Amendment Profit % will be used to determine the fixed fee for all Phase II Amendments awarded. This rate will be applied to the project costs agreed upon during the GMP Price Proposal review process. This rate will be set and shall apply to all Phase II Amendments awarded, including net increase or deductive Change Orders.

*THE FOLLOWING PAGES CONSIST OF THE BOTTOMS-UP COST PROPOSALS USED TO
CALCULATE THE MILESTONE LUMP SUM FEES*

*BOTTOMS-UP COST PROPOSALS USED TO CALCULATE
THE MILESTONE LUMP SUM FEES*

ON FILE WITH CLERK OF THE BOARD



AGENDA ITEM 12

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

P: 707-794-3330
F: 707-794-3037
W: www.SonomaMarinTrain.org

BOARD OF DIRECTORS

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Sonoma County Board of Supervisors

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Sonoma County Board of Supervisors

GENERAL MANAGER

Eddy Cumins

August 19, 2026

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

SUBJECT: Appointment of Chief Financial Officer and Approval of Employment Contract

Dear Board Members:

RECOMMENDATION:

Appoint Troy Bingham to the position of Chief Financial Officer and approve and authorize the Chair to execute an employment agreement contingent upon completion of successful background investigation.

SUMMARY:

With the departure of SMART's Chief Financial Officer in July 2026, SMART used Krauthamer and Associates, LLC. to manage a nationwide recruitment process. The firm worked with the General Manager to develop a Leadership Profile identifying skills and attributes desired in the new Chief Financial Officer, advertised the position with several professional and transit organizations, including the American Public Transportation Association, and reached out directly to individuals that they thought would be strong candidates.

Krauthamer and Associates, LLC. forwarded a semi-finalist list of twelve individuals to the General Manager. A panel of SMART Staff interviewed five candidates. This panel included the General Manager, General Counsel, Chief Operating Officer, Chief Engineer, and the Grants and Legislative Affairs Manager. The panel selected two candidates to meet with an Ad Hoc Committee. This Ad Hoc Committee consisted of Chair Coursey, Vice Chair Sackett, and Director Phare.

The Ad Hoc Committee interviewed both candidates and recommends the Board appoint Troy Bingham as SMART's next Chief Financial Officer pending successful completion of final background investigation.

Troy Bingham brings more than 20 years of financial management and municipal government experience, including approximately eight years of direct transit agency experience with the Utah Transit Authority and the North Central Regional Transit District. He currently serves as Finance Director for the City of Safford, Arizona, where he oversees accounting, budgeting, financial reporting, capital planning, and other financial processes.

Prior to his current position, Troy served as Comptroller for the Utah Transit Authority from 2017 to 2023, supporting the Chief Financial Officer and overseeing accounting operations, payroll, accounts payable, revenues, debt,

federal grant compliance, internal controls, and long-range financial forecasting. He also served as Finance Director for the North Central Regional Transit District, where he managed the agency's finance functions and prepared its annual budget and financial reports. Troy earned a Bachelor of Science degree in Accounting and Information Systems from Arizona State University.

The Ad Hoc Committee recommends that you approve and authorize the Chair to execute the enclosed employment agreement contingent upon the successful completion of a background investigation. Highlights of the agreement are as follows:

- Term of Employment: Five (5) years from commencement.
- Annual Salary: \$299,250.
- Cell phone and car allowance of \$300 per pay period.
- Upon commencement of employment, a credit of 15 days of vacation and 5 days of sick leave time.
- Ability to participate in all benefits programs available to SMART employees as specified in the personnel policies and benefits summary. He shall pay the employee portion of CALPERS Retirement, Miscellaneous PEPR Tier, currently at 7.75%.
- Reimbursement of \$30,000 for relocation and temporary housing allowance.
- Severance if terminated without cause of 90 days salary and benefits.

Very truly yours,

/s/

Chris Coursey
Chair, Sonoma-Marin Area Rail Transit District

Attachments: 1) Troy Bingham Resume
 2) Personal Services Agreement for Chief Financial Officer

Troy Bingham
3324 E. Alexander Drive
San Tan Valley, AZ 85143
(505) 414-3342
troy1721@gmail.com

June 11, 2026

Sonoma-Marín Area Rail Transit

Dear Hiring Committee:

I recently noticed that Sonoma-Marín Area Rail Transit is looking for a Chief Financial Officer and I would like to apply for the position. As you can see from the enclosed resume, I am an achievement-oriented manager with over 20 years of experience in both large and small municipal governments with transit specific experience at Utah Transit Authority. What it does not show is the emphasis I place on building a high performance, citizen-friendly organization. That approach requires establishing an organizational culture with common goals and objectives that everyone has accepted. It is based on encouraging individuals to think for themselves and to act within the parameters I have set. It further emphasizes teamwork while developing the individual manager and employee and empowering the entire staff to make decisions appropriate to their work. Any organization is only as good as its people and I believe that we do our taxpayers a disservice if we are not pro-active in developing ourselves as employees.

What I bring, in addition to this managerial philosophy, is an ability to solve problems rapidly should they occur, to foresee potential problems and implement strategies to avoid them. I also bring the ability to interact effectively with people from a wide variety of ethnic and socioeconomic backgrounds as well as the ability to work effectively with the media. With this background, as well as my bachelor's degree in accounting and information systems from Arizona State University, I am certain I can be a valuable and contributing member of Sonoma-Marín Area Rail Transit's management team. I look forward to hearing from you.

Sincerely yours,

Troy Bingham

TROY BINGHAM

3324 E. Alexander Drive, San Tan Valley, AZ 85143 □ troy1721@gmail.com □ (505)414-3342

Talented leader directing highly skilled financial management teams to support achievement of overall goals and objectives. *Core competencies include:*

- Accounting Management
 - Budgeting
 - Financial Analysis
 - Forecasting
 - Cost Accounting
 - Efficiency Improvements
-

CAREER EXPERIENCE

CITY OF SAFFORD, Safford, Arizona, December 2023 – Present

Finance Director

Perform difficult professional work creating and facilitating in planning, organizing, and coordinating the activities of the divisions within the Finance Department. I provide effective, professional leadership to meet the current and future needs of its internal and external customers through appropriate technologies and services. I am responsible for the technical work associated with accounting, planning, budgeting, and all financial processes. I act in accordance with departmental policies and procedures but use of considerable independent judgment and initiative for financial procedures not defined by policy. I am responsible for workflows regarding compilation and implementation of City's Annual Financial Statements, Operating Budget and Capital Improvement Plan.

Key Achievements:

- Clarified the City's water, wastewater, effluent, sanitation, landfill, gas, and electric capital assets, rates/fees, operating and capital cost.

UTAH TRANSIT AUTHORITY, Salt Lake City, Utah, July 2017 – December 2023

Comptroller

Support and represent the Chief Financial Officer of Utah Transit Authority by performing administrative and managerial work including the preparation of the annual comprehensive financial report (ACFR), monthly and annual financial reports, establishing internal controls. Daily task include supervising the operations of the Accounting Department, which includes payroll, accounts payable, revenues, and debt. Federal grant compliance and monitoring are routine task performed along with long range forecasting of revenue and expenditures, policy development, interpretation, and implementation.

Key Achievements:

- Automated and digitized many paper processes, responded to numerous federal findings and audits with corrective action plans and implemented corrections

NORTH CENTRAL REGIONAL TRANSIT DISTRICT, Española, New Mexico, 2015 – 2017

Finance Director

Support and represent the Board of Directors and Executive Director of North Central Regional Transit District by performing administrative and managerial work including the preparation of the annual budget, monthly and annual financial reports including the Comprehensive Annual Financial Report. Daily task include supervising the operations of the Finance Department, which includes payroll, accounts payable, procurement, budget, investments, and risk management. Federal grant compliance and monitoring are routine task performed along with long range forecasting of revenue and expenditures, policy development, interpretation, and implementation.

Key Achievements:

- Prepared first Comprehensive Annual Financial Report and Annual Budget that would qualify for annual awards by Government Finance Officer Association (GFOA)

KING WILLIAM COUNTY GOVERNMENT, King William, Virginia, 2012 – 2015

Finance Director

Support and represent the Board of Supervisors and the County Administrator by performing administrative and managerial work including the preparation of the annual budget and determination of tax rates, annual financial reports including the Comprehensive Annual Financial Report, and assuming responsibilities of the County Administrator when needed. Daily task include supervising the operations of the Finance Department, which includes payroll, accounts payable, procurement, budget, and risk management. State and federal grant compliance and monitoring are routing task performed along with serving on various committees and Boards as appointed.

Key Achievements:

- Developed a systematic method for accounting for ad valorem in a County with two independent school districts.

PRINCE WILLIAM COUNTY GOVERNMENT, Prince William, Virginia, 2008 – 2012

Financial Reporting and Controls Senior Accountant

Perform difficult professional analytical and administrative work related to planning, preparing, maintaining, monitoring and evaluating complex financial records and reports of countywide operations. The work involves having interdivisional and interagency responsibility for special projects of the Finance Department. Specifically preparing complex financial and statistical schedules and reports for inclusion in the County's Comprehensive Annual Financial Report and a variety of other complex revenue and expenditure financial statements, records and reports for management.

Key Achievements:

- Strategically restructured financial reporting processes in accordance with organizational changes.

CITY OF MESA, Mesa, Arizona, 2004 – 2008

Senior Accountant

Infrastructure Accountant - Balance monthly expenditures to asset additions for City of Mesa's infrastructure (street, sidewalks, and various utilities). Work to solve problems with accounting entries in the property system. Meet with various citywide entities for process improvement of asset evaluation, classification, and disposal. Participant on financial system team for accuracy of system data and work flow coordination.

Key Achievements:

- Reduced monthly closing cycle by three days with identification and recommendation of enhanced closing procedures.

MARICOPA COMMUNITY COLLEGE DISTRICT, Tempe, Arizona, 2003 – 2004

Accountant I

Assisted in capital budget planning for the District as a whole for fiscal year 2004-2005. Help prepare financial statements for capital assets, answered auditor question in relation to building and improvement for the District's 400 million dollars in assets. Part of the GASB 34, implementation into the Oracle Fixed Asset System for the district in fiscal year 2002-2003. Monitored capital expenditures to capital budget for all 10 campuses with the help of an accounting assistant.

Key Achievements:

- Increased productivity levels by providing key contributions toward automation of account reconciliation processes.

EDUCATION

Bachelor of Science, Accounting & Information Systems (2004)

ARIZONA STATE UNIVERSITY – Tempe, Arizona

AGREEMENT FOR PERSONAL SERVICES CHIEF FINANCIAL OFFICER

This Agreement is made this ____ day of _____ 2026 by and between the Sonoma-Marín Area Rail Transit District, (hereinafter "SMART") and Troy Bingham (hereinafter called "EMPLOYEE").

WITNESSETH:

WHEREAS, SMART desires to retain EMPLOYEE as its Chief Financial Officer; and,

WHEREAS, EMPLOYEE acknowledges that by accepting the position of Chief Financial Officer, he will be an at-will employee.

NOW, THEREFORE, BE IT AGREED by and between the parties as follows:

1. This Agreement shall become effective upon execution by both SMART and EMPLOYEE.
2. Term of Employment. SMART hereby employs EMPLOYEE in the position of Chief Financial Officer for a period of five (5) years, commencing on DATE ____, 2026, and ending on DATE ____, 2031, subject, however, to termination as herein provided.
3. Duties. EMPLOYEE shall perform the duties of Chief Financial Officer as set forth in the SMART job specification, attached hereto as Exhibit A, as it now provides or may hereafter be amended, and such other duties as may be prescribed by the General Manager or SMART Board of Directors.
4. Compensation.
 - (a) EMPLOYEE's salary shall be \$299,250 per annum. SMART, in its sole discretion, may consider increases within the EMPLOYEE'S salary range, to EMPLOYEE's salary in conjunction with annual performance evaluations.
 - (b) Except as herein provided, EMPLOYEE shall be entitled to the same fringe benefits generally available to SMART employees, as specified in SMART's personnel policies; EMPLOYEE shall pay his portion of PERS retirement contributions, currently at 7.750%.
 - (c) EMPLOYEE shall be credited with 120 hours of vacation time and 40 hours of sick leave upon commencement of employment.
 - (d) EMPLOYEE shall receive a cell phone and car allowance of \$300 per pay period.
 - (e) EMPLOYEE shall receive a relocation allowance of \$30,000 subject to SMART's relocation reimbursement guidelines.
5. Performance review. The General Manager shall prepare an annual report of EMPLOYEE'S performance and shall, upon request by the Board Chair, provide a copy of the performance evaluation to the Board. Should the Board wish to discuss the EMPLOYEE's performance, the Board may do so at any time by scheduling a closed session meeting for such purposes. EMPLOYEE agrees that concerns that the SMART Board of Directors or the individual members of the Board have concerning EMPLOYEE's performance are not "specific complaints or charges brought against an

employee by another person or employee" as that phrase is used in Government Code §54957 and that the notice requirement of that section is, under those circumstances, inapplicable.

6. Expiration and Non-renewal. At the expiration of the term of this Agreement, EMPLOYEE's employment shall automatically terminate. SMART agrees to give written notice of its intention of non-renewal at least sixty (60) calendar days in advance of the expiration of this Agreement; provided, however, that failure to give said notice of non-renewal shall cause this Agreement to be extended for an additional period of sixty (60) calendar days from date of notice of non-renewal, and shall not result in an automatic renewal of the agreement. In no event shall this Agreement be construed to extend beyond the five-year term provided in Section 1 or the additional sixty (60) days as provided herein.
7. Termination.
 - (a) EMPLOYEE shall serve at the will and pleasure of the SMART Board of Directors and may be terminated at the will of the Board as provided in Exhibit B. EMPLOYEE expressly waives and disclaims any right to any pre-termination or post termination notice (except as set forth in the first sentence of Section 3 of Exhibit B) and hearing.
 - (b) EMPLOYEE may terminate his employment at any time by delivering to the SMART Board of Directors his written resignation. Such resignation shall be irrevocable and shall be effective not earlier than (60) calendar days following delivery. With the approval of the Board of Directors, a resignation may be rescinded at any time prior to the effective date of the resignation. At the request of the Board of Directors or with its approval, the originally scheduled date of resignation may be extended for any agreed upon period of time.
 - (c) From the date upon which EMPLOYEE either resigns or is notified of SMART's intention to terminate the Agreement until the actual date upon which the resignation, termination or expiration becomes effective, EMPLOYEE shall continue to devote his full time, attention, and effort to the duties anticipated hereunder and shall perform the same in a professional and competent manner. If requested, EMPLOYEE shall assist SMART in orienting EMPLOYEE's replacement and shall perform such tasks as necessary to affect a smooth transition in the leadership of SMART. These tasks may also include providing information or testimony regarding matters which arose during EMPLOYEE's term as Chief Financial Officer.
 - (d) EMPLOYEE acknowledges, understands and warrants that EMPLOYEE shall have no further right or claim to employment after the expiration of the term of this Agreement. Except as provided herein, no other document, handbook, policy, resolution or oral or written representation shall be effective or construed to be effective to extend the term hereof or otherwise grant EMPLOYEE any right or claim to continued employment with SMART.
8. Nonassignability. EMPLOYEE shall not, during the term of this Agreement, make any assignment or delegation of any of its provisions without the prior written consent of SMART's General Manager.

9. Compliance with Law. EMPLOYEE shall, during his employment hereunder comply with all laws and regulations applicable to such employment. Any act or omission of EMPLOYEE constituting a public offense involving moral turpitude or a withholding of labor which materially impacts SMART, is a material breach of this Agreement relieving SMART of any and all obligations hereunder. Such act or omission shall constitute sufficient grounds for EMPLOYEE's termination pursuant to this Agreement.
10. 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 Section 1856 of the Code of Civil Procedure. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.
11. No Representations or Warranties on Tax or Retirement Issues. EMPLOYEE acknowledges and agrees that SMART has not made any representations or warranties regarding tax consequences or retirement compensation pertaining to his salary and benefits.

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

EMPLOYEE

Troy Bingham

ATTEST:

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

EXHIBIT A to Personal Services Agreement with NAME
Job Description for the Position of Chief Financial Officer

CHIEF OF FINANCIAL OFFICER

DEFINITION

Under administrative direction, plans, organizes, manages, and provides administrative direction and oversight for all functions and activities of the Finance Department including budgeting, accounting, financial forecasting, grant development, debt management, investments, regulatory compliance, financial reporting, and procurement; develops the District's strategic financial goals and plans; formulates departmental policies, goals, and directives; coordinates assigned activities with other District departments, officials, outside agencies, and the public; fosters cooperative working relationships among District departments and with intergovernmental, regulatory agencies, and various public and private groups; provides highly responsible and complex professional assistance to the General Manager in areas of expertise; and performs related work as required.

SUPERVISION RECEIVED AND EXERCISED

Receives executive direction from the General Manager. Exercises direct supervision over supervisory, professional, technical, and administrative support staff.

CLASS CHARACTERISTICS

This is an executive management position that is contracted with the District Board of Directors. Oversees, directs, and participates in all activities of the Finance Department, including short- and long-term financial planning for the District, as well as development and administration of departmental policies, procedures, and services. This class provides assistance to the General Manager in a variety of administrative, coordinative, analytical, and liaison capacities. Successful performance of the work requires knowledge of public policy and program activities, authority and role of an elected Board of Directors, and the ability to develop, oversee, and implement projects and programs in a variety of areas. The incumbent is accountable for accomplishing departmental planning and operational goals and objectives, and for furthering District goals and objectives within general policy guidelines.

EXAMPLES OF TYPICAL JOB FUNCTIONS (Illustrative Only)

Management reserves the right to add, modify, change, or rescind the work assignments of different positions and to make reasonable accommodations where appropriate so qualified employees can perform the essential functions of the job.

- Assumes full management responsibility for all Finance Department programs, services, and activities including budgeting, accounting, financial forecasting, debt management, investments, procurement, grants management, payroll, regulatory compliance, and financial reporting.
- Develops, directs, and coordinates the implementation of goals, objectives, policies, procedures, and work standards for the Department; establishes, within District policy, appropriate budget, service, and staffing levels.

- Selects, trains, motivates, and directs Department personnel; evaluates and reviews work for acceptability and conformance with department standards; works with employees to correct deficiencies; implements discipline and termination procedures.
- Develops District budgets and a variety of budget reports; collaborates with managers to determine their budgetary needs; monitors District revenues and continually refines projected costs and revenues; ensures credibility of Finance staff by providing timely and accurate analysis of budgets, financial trends, and forecasts; reviews and authorizes purchase orders on both budget and account verifications.
- Manages all accounting functions to include the general ledger, accounts payable, accounts receivable, and inventory. Ensures proper implementation and administration of internal controls and separation of duties. Collaborates with and provides pertinent information to auditors in preparation of annual audits; prepares the District's Annual Comprehensive Financial Report; verifies year-end financial statements; reviews single audits and reports findings to the Board. Ensures timely and accurate processing of the District's payroll.
- Implements the District's grants program to include application of grants, reporting, compliance, billing, and closeout.
- Management of the procurement process to include approval of purchase orders, compliance with state and federal requirements. Negotiates contracts and agreements; coordinates with legal counsel and District department representatives to determine District needs and requirements for contractual services.
- Acts as the District's Disadvantaged Business Enterprise Liaison. Develops goals, tracks compliance, engages businesses, and completes regular reporting as required by the Federal Transit Administration.
- Negotiates contracts and agreements; coordinates with legal counsel and District department representatives to determine District needs and requirements for contractual services.
- Responsible for the District's debt portfolio, continuing disclosure, and annual rating agency surveillance.
- Management of the District's cash and investment portfolio.
- Manages to the overall quality of the department's service by developing, reviewing, and implementing policies and procedures to meet legal requirements and District needs; continuously monitors and evaluates the efficiency and effectiveness of service delivery methods and procedures; identifies opportunities for improvement; directs the implementation of change.
- Monitors legislative, legal, regulatory, technology, and societal changes and court decisions that may affect the work of the department; determines equipment acquisition, training programs, and procedural changes to ensure retention of qualified staff and the provision of services to the community in an effective, efficient, and economical manner.
- Establishes and maintains strong relationships with senior leadership to assist in identifying their needs and recommending a full range of business solutions; provides senior leadership with advice on the financial implications of business activities; provides

recommendations to strategically enhance the District's financial performance and business opportunities.

- Ensures District compliance with applicable federal, state, and local regulatory laws and rules regarding financial and tax reporting, grant compliance, and procurement.
- Conducts a variety of departmental organizational and operational studies and investigations; recommends modifications to programs, policies, and procedures as appropriate.
- Participates in and makes presentations to the Board of Directors and a wide variety of committees, boards, and commissions on financial activities.
- Attends and participates in professional group meetings; stays abreast of new trends and innovations in the field of transit finance and accounting.
- Prepares, reviews, and presents staff reports, various management and information updates, and reports on special projects as assigned by the General Manager.
- Responds to public inquiries and complaints and assists with resolutions and alternative recommendations; serves as a spokesperson for the Department at a variety of community events, meetings, and other public relations activities.
- Ensures staff observe and comply with all District and mandated safety rules, regulations, and protocols.
- Performs other duties as assigned.

QUALIFICATIONS

Knowledge of:

- Administrative principles and practices, including goal setting, program development, implementation, and evaluation, and supervision of staff, either directly or through subordinate levels of supervision.
- Principles and practices of leadership.
- Principles and techniques for working with groups and fostering effective team interaction to ensure teamwork is conducted smoothly.
- Principles and practices of strategic plan development.
- Functions, authority, responsibilities, and limitations of an elected board.
- Generally Accepted Accounting Principles (GAAP) and Government Accounting Standards Board (GASB) regulations.
- Technical financial and accounting theory.
- Auditing practices, procedures, and regulatory requirements.
- Government-wide financial statements, fund financial statements, and required supplementary information.
- Methods and techniques of developing technical and administrative reports, and business correspondence.
- Federal, state, and local laws, codes, and regulations relevant to assigned areas of responsibility.

- Techniques for providing a high-level of customer service by effectively dealing with the public, vendors, contractors, and District staff.
- The structure and content of the English language, including the meaning and spelling of words, rules of composition, and grammar.
- Modern equipment and communication tools used for business functions and program, project, and task coordination, including computers and software programs relevant to work performed.

Ability to:

- Develop and implement goals, objectives, practices, policies, procedures, and work standards.
- Prepare and administer large and complex budgets including multi-year budgets for multiple funds; allocate limited resources in a cost-effective manner.
- Interpret, apply, explain, and ensure compliance with federal, state, and local policies, procedures, laws, and regulations.
- Plan, organize, direct, and coordinate the work of professional and technical personnel; delegate authority and responsibility.
- Effectively manage annual audits in conjunction with external auditors.
- Prepare financial statements and analyze the District's financial strengths and weaknesses.
- Research, analyze, and evaluate new service delivery methods, procedures, and techniques.
- Effectively represent the District and the department in meetings with governmental agencies, contractors, vendors, and various businesses, professional, regulatory, and legislative organizations.
- Prepare clear and concise reports, correspondence, policies, procedures, and other written materials.
- Use tact, initiative, prudence, and independent judgment within general policy, procedural, and legal guidelines.
- Effectively use computer systems, software applications relevant to work performed, and modern business equipment to perform a variety of work tasks.
- Communicate clearly and concisely, both orally and in writing, using appropriate English grammar and syntax.
- Establish, maintain, and foster positive and effective working relationships with those contacted in the course of work.

Education and Experience:

Any combination of training and experience that would provide the required knowledge, skills, and abilities is qualifying. A typical way to obtain the required qualifications would be:

Education:

- Bachelor's degree from an accredited college or university with major coursework in finance, accounting, business management, public administration, or a related field.

Experience:

- Eight (8) years of increasingly responsible professional and administrative experience in public agency financing, including four (4) years of management experience.

Licenses and Certifications:

- Possession of a valid California Class C driver's license, to be maintained throughout employment.

PHYSICAL DEMANDS

- Must possess mobility to work in a standard office setting and use standard office equipment, including a computer; vision to read printed materials and a computer screen; and hearing and speech to communicate in person and over the telephone. This is primarily a sedentary office classification although standing in work areas and walking between work areas may be required. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard or calculator and to operate standard office equipment. Positions in this classification occasionally bend, stoop, kneel, reach, push, and pull drawers open and closed to retrieve and file information. Employees must possess the ability to lift, carry, push, and pull materials and objects up to 20 pounds.

ENVIRONMENTAL CONDITIONS

- Employees work in an office environment with moderate noise levels, controlled temperature conditions, and no direct exposure to hazardous physical substances. Employees may interact with upset staff and/or public and private representatives in interpreting and enforcing departmental policies and procedures.

SMART is an equal opportunity employer.

EXHIBIT B Personal Services Agreement with Troy Bingham
Termination and Administrative Leave Provisions

1. As provided in the Employment Agreement, to which this Attachment B is attached and incorporated, SMART may terminate EMPLOYEE's employment as set forth herein.
2. Termination with Severance Compensation. Termination of EMPLOYEE's employment may be affected by SMART giving sixty (60) days' prior written notice to EMPLOYEE. Upon such termination, EMPLOYEE shall be entitled to additional salary and deferred compensation equal to that which would accrue during ninety (90) calendar days following termination and to be computed at the rate applicable on the date of termination plus the cash equivalent of all accumulated vacation and unused sick leave as of the day of termination. EMPLOYEE's health benefits and SMART's portion of the retirement and health premium contributions shall continue to remain in effect for a period of ninety (90) calendar days from the date of termination. EMPLOYEE's acceptance of said severance pay shall constitute a final settlement and satisfaction of all claims of EMPLOYEE against SMART arising out of his employment.
3. Termination without Severance Compensation. SMART may terminate EMPLOYEE's employment without obligation to pay severance at any time by giving notice of employment discrepancies and an opportunity to respond to such discrepancies prior to termination. Notice is accomplished by SMART depositing a written notice in the United States mail that is addressed to EMPLOYEE at his last known address. After termination without severance pay has been affected, EMPLOYEE shall have no further rights under this agreement or to continued employment with SMART. Just cause for termination without severance pay includes, but is not limited to, unauthorized absence, conviction of a felony or of any criminal act involving moral turpitude; unauthorized use of SMART vehicles and equipment; conviction of driving under the influence, reckless driving, or hit-and-run driving whether on or off the job, in a SMART vehicle; unauthorized possession of weapons or explosives on SMART premises; violation of safety rules and regulations which jeopardize the safety of others and/or which could result in bodily injury to others or damage to SMART property; sexual harassment of or unlawful discrimination against another employee or applicant for employment; violence or threatening behavior; stealing SMART money or property; dishonesty; loss of professional license; and failing a drug or alcohol test.
4. Statement of Reasons for Termination. SMART and EMPLOYEE will, within a reasonable period of time, not to exceed 10 working days, attempt to agree on a mutually acceptable statement as to the reasons for termination. If the parties cannot mutually agree to an acceptable statement of the reasons for termination within the time period set forth above, the SMART Board of Directors may, in its sole discretion, publish its reasons for termination. In such event, publication shall consist of filing the reasons with the Clerk of the Board at a regular or special meeting following the disclosure required by Section 54957.1 of the Government Code. A copy of the statement shall be made for EMPLOYEE and kept for employee of the office of the Board's Clerk. Within

ninety (90) calendar days following the announcement of termination, EMPLOYEE may present a written response to the Board which will be maintained as a public record. The parties agree that other than as provided above, they will not make any other public statement concerning EMPLOYEE's termination without severance pay.

5. Administrative Leave. Upon receiving a specific complaint or charge brought against EMPLOYEE by another person or employee, the General Manager for SMART may place EMPLOYEE on administrative leave when, in the sole opinion of the General Manager, EMPLOYEE's removal from office would be in the best interests of SMART. The General Manager's decision to place EMPLOYEE on administrative leave is subject to ratification by the Board of Directors at its next noticed Board closed session meeting. The administrative leave with compensation will commence on the General Manager's delivery to EMPLOYEE's office of a written notice to that effect. Upon the delivery of the notice to EMPLOYEE's office, performance of EMPLOYEE's job duties under this agreement are suspended but all other provisions of this Agreement shall remain in full force and effect. SMART and EMPLOYEE agree that SMART will incur damages, if, during the period of administrative leave, EMPLOYEE performs or attempts to perform any of the duties of his position, or in any other way interferes with the administration or operation of SMART. SMART and EMPLOYEE agree that the measurement of these damages would be difficult and speculative and accordingly further agree that if EMPLOYEE performs or attempts to perform any of the duties provided in the job specification for the position of Chief Financial Officer, or in any other way interferes with the administration or operation of SMART, SMART's duties to compensate EMPLOYEE under the Agreement are discharged for each day during which EMPLOYEE engages in such non-cooperation and/or interference. The administrative leave and the suspension of job duties shall terminate on the General Manager's delivery to EMPLOYEE's office of a written notice to that effect.