



**BOARD OF DIRECTORS  
REGULAR MEETING AGENDA  
MARCH 19, 2025 - 1:30 PM**

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

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

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

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

<https://sonomamarintrain-org.zoom.us/j/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**

You are able to view live broadcasts of Board meetings online here: <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](mailto:Board@SonomaMarinTrain.org) by 5:00 PM on Tuesday, March 18, 2025

*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 March 19, 2025 – 1:30 PM

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

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

1. Call to Order
2. Approval of the February 19, 2025 Board Meeting Minutes
3. Board Member Announcements
4. General Manager's Report
5. Public Comment on Non-Agenda Items

### Consent Calendar

- 6a. Accept Monthly Ridership Report – February 2025
- 6b. Approve Monthly Financial Status Report

### Regular Calendar

7. Adopt a Resolution Authorizing the General Manager to Execute Contract No. CV-PS-24-003 with BKF Engineers for the Design and Permitting of Puerto Suello Non-Motorized Pathway in an amount of \$540,665.62 – *Presented by Chief Engineer, Bill Gamlen*
8. Authorize the General Manager to Award Contract No. MK-PS-25-001 to Lamar Transit, LLC for Transit Advertising Services at No Cost to SMART – *Presented by Communications and Marketing Specialist, Allison Mattioli*
9. Next Board of Directors Meeting, **April 16, 2025 – 1:30 PM** – 5401 Old Redwood Highway, 1<sup>st</sup> Floor, Petaluma, CA 94954
10. 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, disability-related modification or other accommodation, to enable individuals to participate in and provide comments at/related to public meetings. Please submit a request, including your name, phone number and/or email address, and a description of the modification, accommodation, service, or alternative format requested at least two (2) days before the meeting. Requests should be emailed to *Leticia Rosas, Clerk of the Board* at [lrosas@sonomamarintrain.org](mailto:lrosas@sonomamarintrain.org) or submitted by phone at (707) 794-3072. Requests made by mail SMART's, 5401 Old Redwood Highway, Suite 200, Petaluma, CA 94954 must be received at least two days before the meeting. Requests will be granted whenever possible and resolved in favor of accessibility.



**BOARD OF DIRECTORS  
REGULAR MEETING MINUTES  
February 19, 2025 – 1:30 PM**  
5401 Old Redwood Highway, 1<sup>st</sup> Floor  
Petaluma, CA 94954

Director Kelley will be participating the meeting remotely from:

Maui Meeting Place  
30 East Lapoa, Kihei, HI 96753  
*The agenda shall be posted at this location.*

Director Fleming will be participating the meeting remotely from:

1455 Corporate Center Pkwy, Santa Rosa, CA 95407  
*The agenda shall be posted at this location.*

1. Call to Order

Chair Lucan called the meeting to order at 1:30pm. Directors Cader Thompson, Colin, Coursey, Fleming, Garbarino, Kelley, Milberg, Pahre, Paulson, Rabbitt, and Sackett were present.

Director Pahre was unable to attend in person due to a verified “*Just Cause*” and requested to participate remotely via Zoom. A roll call vote was held to approve the Director attendance. **MOTION:** Director Rabbitt motion to approve and Director Paulson second. The motion carried 12-0

Chair Lucan introduced four new Directors: Ariel Kelley, Victoria Fleming, Janice Cader Thompson and Mark Milberg. All new Directors introduced themselves.

2. Elections of Chairperson and Vice-Chairperson for Two (2) Year Terms – *Presented by General Manager Cumins*

Chair Lucan asked the Board members for Chair and Vice Chair nominations.

*Chair Nominations*

Director Rabbitt nominated Director Coursey for Chair. Director Kelley second. **The motion carried 12-0.**

Vice Chair Nominations

Director Garbarino nominated Director Sackett for Vice Chair. Director Colin second. **The motion carried 12-0.**

Comments

Chair Lucan thanked the board for the opportunity to serve as Chair. It has been humbling and privileged to be part of SMART.

Director Coursey thanked the Board for the support and trust to serve as Chair. He is proud and optimistic of the future of SMART.

Director Sackett thanked the Board for the confidence and looks forward to serve as Vice Chair for SMART. She thanked outgoing Chair Lucan for his leadership and for running great meetings.

Director Garbarino thanked Chair Lucan for his great speeches at SMART events.

Director Rabbitt thanked his colleagues for assuming leadership roles and Chair Lucan for his continuing leadership.

Dani Sheehan Meyer congratulated incoming Chair and Vice Chair and thanked outgoing Chair for his work.

3. Approval of the January 15, 2025, Board Meeting

**MOTION:** Director Colin moved approval of the January 15, 2025, Board Meeting Minutes as presented. Director Sackett second. The motion carried 10-0 (Directors Cader Thompson and Milberg abstain)

4. Board Members Announcements

None

5. General Manager's Report

General Manager Cumins provided an overview on the following:

- Contracts/Procurements over \$100K
- Ridership Report
- Petaluma North Station Performance
- SMART Connect Shuttle
- Downtown Santa Rosa Wayfinding Event
- Construction Update
- Windsor Extension Update
- Highlights of the Month
- Questions



### Contracts/Procurement over \$100k

- Peterson Trucks, Inc. Contract Agreement No. OP-EQ-24-003 with Peterson Trucks, Inc. – will provide train fuel filters, test kits, and coolant in an amount not-to-exceed \$200,000 and maximum term of 5 years.
- CPS HR Consulting Services Contract Agreement No. HR-PS-24-001 will provide Employee Recruiting Services primarily for Non-Executive Professional-Level classifications in an amount not-to-exceed \$200,000 and a maximum term of 5 years.
- Krauthamer & Associates, LLC Contract Agreement No. HR-PS-24-002 will provide Employee Recruiting Services primarily for Executive-Level classifications in an amount not-to-exceed \$200,000 and a maximum term of 5 years.

### Ridership Update

- January 2025 ridership 92,492; 40% higher than January 2024
- January 2025 Average Weekday ridership: 3,486; 35% over January 2024
- February 2025 Average Weekday ridership to date: 3,080; 24% over February 2024
- SMART had 76,624 boardings in December 2024
- Passenger Miles Traveled December 2024: 1.6M passenger miles
- SMART to 1 million Riders: 617,331 total riders; 62% complete
- SMART to 22 million passenger miles: 13,110,158 total passenger miles: 60% complete

### Pathway Counts

January 2025 Pathway Counts: 76,650; 56% higher than January 2024

### Petaluma North Station

- Since the Station opening on January 10<sup>th</sup>, Petaluma North has had over 7,000 boardings
- Weekdays averaging over 200 boardings/day; 8<sup>th</sup> highest ridership of 13 stations
- Weekends averaging 120 boardings/day; 7<sup>th</sup> highest ridership of 13 stations
- Petaluma Downtown remains the busiest weekday station

### SMART Connect Ridership

- Significant year-over-year ridership growth for Airport shuttle
- Airport shuttle has seen more consistent riders and daily commuters
- Larkspur Shuttle seeing steady monthly ridership

### SMART Connect Larkspur Shuttle

- Currently running Thursday-Sunday
- Shuttle saw high ridership during summer months and have been lower but steady throughout winter
- Shuttle ridership: Summer: 44 passengers/day; Winter: 32 passengers/day
- 95% of trips include either the SMART Station or Ferry Terminal
- Serves the Marin Country Mart and Corte Madera malls on weekends
- Anticipating increased ridership with beginning of Giants season and summer travel
- Considering expanding service to 7 days

### Downtown Santa Rosa Wayfinding Event

- Debut event for Regional Mapping & Wayfinding prototype on **Thursday, February 20<sup>th</sup> at 12:00pm at Comstock Mall located on 2<sup>nd</sup> Street in Santa Rosa**
- *Project goal:* redesign and harmonize maps and signage across all nine Bay Area counties to help people navigate transit more easily
- This prototype location will help riders navigate between the Downtown Santa Rosa SMART Station and the Santa Rosa Transit Mall

### Construction Update

#### *Windsor Extension:*

- Pathway Fencing
- Pedestrian Undercrossing
- Rail Grinding

#### *Petaluma North Station:*

- Setting Traffic Signal Arm
- Final Construction of the Petaluma North Station

### Windsor Extension Update

- All track is in place and pathway is paved
- Station and Shelter are constructed
- Station parking lot is paved
- Systems installation and testing underway
- Next steps
  - Likely required to close Airport Station on multiple weekends for testing
  - Testing will take longer due to limited hours
  - Contractor request for 24/7 testing window denied
  - Testing hours limited to 7am to 10pm to mitigate community disruption due to horn sounding requirement
- Schedule
  - Train Testing – April 2025
  - Simulated Service (run full schedule to/from Windsor Station without passengers) – May 2025
  - Open to Passengers – June 2025

### Highlight of Month

General Manager Cumins stated SMART participated in the *Cloverdale Citrus Fair* with a citrus board. He thanked Joanne Parker, Colleen Day Fynn, Yasamin Mora Serrano, Judy King and Nina Diamzon who spent a lot of time volunteering to make this possible

He presented the *McInnis Pathway Grand Opening Video* that took place on January 25, 2025.

Lastly, General Manager Cumins announced Employees of the Quarter winners:

*Allison Mattioli*, Communications and Marketing Specialist (Administration)

*Judy King*, Assistant Engineer (Capital Division)

*Eric Jimenez*, Laborer (Operations Vehicle Maintenance Division)

### Comments

Director Paulson is very excited about the ridership numbers. He asked if SMART is tracking ridership growth data. General Manager Cumins responded Senior and youth data is missing, since their fare is free. Director Paulson asked if staff has received additional demand service of the SMART Connect Larkspur and Airport. General Manager Cumins responded that the SMART Connect in Larkspur is considering expanding service to 7 days a week.

Director Garbarino stated that SMART Connect Larkspur employee was very professional and reaching out to potential riders on a rainy day. She thanked Julia Gonzalez and staff for all the work that was done for the McInnis Pathway grand opening.

#### 6. Public Comment on Non-Agenda Items

Mimi Willard spoke regarding Agenda item 8. Chair Lucan asked Ms. Willard to wait and speak when the agenda item is presented.

Mark Birnbaum requested that an orphan pathway segment be included to the existing pathway project (Vintage Oaks to Bel Marin Keys).

Mark Horne stated that SMART needs a new environmental document for the Healdsburg Extension, particularly for the replacement of the Russian River Bridge. He submitted two press releases for public comment.

Andrew Forchini voiced his concerns regarding the negative impact of his business in Healdsburg when SMART starts construction for the Healdsburg Extension.

General Manager Cumins stated that Caltrans is the owner of the orphan path and staff will be contacting Caltrans. Regarding Mr. Horne comments of the press release he will be happy to have a meeting and discuss and clarify.

Lastly, Director Coursey stated that former Board Member Mike Kerns passed away and asked to adjourn today's meeting in his memory.

#### 7. Consent

- a. Accept Monthly Ridership Report – January 2025
- b. Approve Monthly Financial Status Report

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

### Comments

Director Milberg asked for clarification on the Monthly Financial Report page 21, line-item Passenger Expenditures – Services and Supplies. Ms. McKillop responded that amount covers everything besides Operations and Capital expenditures. She also offered to have a meeting with new board members to go over the budget in detail.

**MOTION:** Director Cader Thompson moved approval of Consent Agenda as presented. Director Rabbitt second. The motion carried 12 -0.

8. Approve Appointment to the Citizens Oversight Committee (COC) – *Presented by General Manager Cumins*

General Manager Cumins stated that initial COC appointments had staggered terms, spanning 1, 2, and 3 years. Five COC appointments are available. Three appointments shall be for a 3-year term and two appointments will fill a vacancy and complete the appointed term to 2026 and 2027. SMART advertised the positions from January 6<sup>th</sup> until February 3, 2025.

On January 15, 2025, the Board established an Ad Hoc committee to review and recommend appointments. The Ad Hoc Committee consisted of the following: Directors Colin, Coursey, Garbarino, Paulson and Sackett.

The Ad Hoc Committee met on February 7, 2025, to review 17 applications. They recommended the following applicants:

1. Reyes Diaz, Jefferson, Marin County (*fulfill term to 2027*)
2. Johnson, Richard Gregory, Sonoma County (*fulfill term to 2026*)
3. Sheehan- Meyer, Dani, Sonoma County (*re-appointed 3-year term*)
4. Larrabure, Matthew, Sonoma County (*3-year term*)
5. Mann, Emma, Sonoma County (*3-year term*)

Summary of qualifications are included in the Board packet. Applications and resumes for each COC applicant are available with Clerk of the Board.

Staff recommends the Board accept the Ad Hoc Committee recommendations and appoint members to the Citizens Oversight Committee. The COC meeting is scheduled for March 26, 2025 at 1:30pm.

Comments

Director Coursey thanked all the applicants and stated that it was a very impressive group. It was a difficult choice and the top five are being recommended.

Director Kelley asked if there are specific seats that are dedicated for specific purposes or associations. General Manager Cumins responded that according to the approved Bylaws there are no dedicated seats, however there are potential organizations listed for nominations.

Mimi Willard addressed her concerns of not seeing Mary Stompe's name on the list. A representative of Coalition of Sensible Taxpayers resigned with the expectation that she would be replaced by Mary Stomp who was nominated. She encouraged the Board to postpone today's vote and reconsider including Ms. Stompe to the COC roster.

Director Sackett appreciates all the applicants, there were great candidates that were considered.

Director Coursey stated that in 2026 there will be another opportunity for candidates to apply.

Chair Lucan stated that the COC meetings are open to the public and encourage all members of the public to attend.

**MOTION:** Director Garbarino moved to Approve Appointments to the Citizens Oversight Committee (COC). Director Cader Thompson second. The motion carried 12-0.

9. Amendment to Personal Service Agreement Contract for the General Manager – *Presented by Chair Lucan*

Chair Lucan stated that over the past 3-years SMART's General Manager has performed his duties in an exemplary manner and exceeds the Board's expectations. His last performance evaluation was conducted by the Board on December 18, 2024.

The Board of Directors wishes to extend the Personal Service Agreement Contract for the position of General Manager and amend the Contract to include the following:

- 1) The new term shall be for an additional 3-year period for a total of 8 years ending on November 29, 2029.
- 2) SMART's contribution match to the General Manager's 401(a) plan will increase by 1%.
- 3) In lieu of receiving medical/dental/vision benefits, the General Manager will continue to receive the equivalent benefit paid to employee directly per pay period for 24 pay periods annually.

Comments

Director Rabbitt stated that it is a fair and equitable proposal.

**MOTION:** Director Rabbitt moved to Approve the Amendment to Personal Service Agreement Contract for the General Manager as presented. Director Garbarino second. The motion carried 12-0

10. Adopt a Resolution to Amend the Fiscal Year 2025 Adopted Budget to reduce the passenger rail spending authority and increase the overall remaining fund balance (Budget Amendment #10) - *Presented by Chief Financial Officer, Heather McKillop*

Chief Financial Officer, Heather McKillop introduced Budget and Finance Manager, Claire Springer who provided a presentation which is located on SMART's website. Highlights include:

Fiscal Year 2025 Amended Budget - Budget Amendment No. 10

- Mid-Year Budget Review
- Reducing Fiscal Year 2025 Budget Expenses and increasing the Budgeted Revenues, resulting in an increase to the fund balance of \$4,773,928
- Expenditures
  - Services and Supplies
  - Operations Project Budget Adjustments
  - Budget Adjustments to IT Projects
  - Budget Adjustments to Engineering Projects
- Revenues
  - Adjustments to funding sources to ensure funding is available for projects being completed this year

Comments

Director Kelley asked for clarification of Line 68 – Non-Revenue Vehicles. She asked if SMART had a fleet electrification plan for non-revenue vehicles and what vehicle is being purchased. Ms. McKillop responded that SMART purchases hybrid or electric cars if available, however hybrid vehicles and heavy-duty trucks are difficult to get those electric.

Andrew Forchini asked for the revenue from ticket sales in 2024 and the predication date for Healdsburg Extension. Ms. McKillop responded that the approximate revenue was \$2.2M. General Manager Cumins said that SMART is aiming to start passenger service in 2028.

**MOTION:** Director Rabbitt moved to Adopt a Resolution to Amend the Fiscal Year 2025 Adopted Budget to reduce the passenger rail spending authority and increase the overall remaining fund balance (Budget Amendment #10) as presented. Director Cader Thompson second. The motion carried 12-0

Chair Lucan adjourned the Board to Closed Session at 2:42pm on the following:

11. Conference with Legal Counsel regarding existing litigation pursuant to California Government Code Section 54956.9(a); Number of cases: One (1) Case: Dennis Muelrath, et al. v. Sonoma-Marín Area Rail Transit District (SMART) - Superior Court of California, County of Sonoma - SCV-271787
12. Report out Closed Session

District Counsel Sutherland reported out of Closed Session at 3:40pm on the following:

Conference with Legal Counsel regarding existing litigation pursuant to California Government Code Section 54956.9(a); Number of cases: One (1) Case: Dennis Muelrath, et al. v. Sonoma-Marín Area Rail Transit District (SMART) - Superior Court of California, County of Sonoma - SCV-271787

*Report Out: The Board conveyed in Closed Session, no reportable action.*

13. Next Regular Meeting Board of Directors, **March 19, 2025 – 1:30 PM** – 5401 Old Redwood Highway, 1<sup>st</sup> Floor, Petaluma, CA 94954
14. Adjournment – Meeting adjourned in the *Memory of Mike Kerns* at 3:42pm

Respectfully submitted,

Leticia Rosas  
Clerk of the Board

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



**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

**Mark Milberg**  
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

**Eddy Cumins**  
General Manager

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

March 19, 2025

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

**SUBJECT:** Monthly Ridership Report – February 2025

Dear Board Members:

**RECOMMENDATIONS:** Accept Monthly Ridership Report

**SUMMARY:**

We are presenting the monthly ridership report for activity for the month of February 2025. 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). Both APC-based ridership and fare-based collection rider counts are shown in the attached report to give a full picture of ridership. APC-based ridership captures all riders, including riders with passes who neglect to tag on or off, riders who fail to activate their mobile app tickets, as well as categories of riders such as children under five years old.

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

SMART's ridership data through February 2025 is posted on the SMART website (<https://sonomamarintrain.org/RidershipReports>).

**FISCAL IMPACT:** None

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

Respectfully,  
/s/

Emily Betts  
Planning Manager

Attachment(s): Monthly Ridership Report – February 2025



## FEBRUARY 2025 SMART RIDERSHIP REPORT

February 2025 saw a slight decrease from last month in ridership, with average weekday ridership at 3,404, down 2% from January. Average Saturday and Sunday ridership decreased by 2% and 11%, respectively, from the previous month. Total monthly ridership was 81,731, 32% over February 2024 and 14% over February 2020 (pre-COVID). Average Saturday ridership for February 2025 was 37% over February 2024, and average Sunday ridership was 57% over February 2024.

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

The tables below present data for February 2024 and 2025 year-over-year, and the Fiscal Year to date (July-February). Ridership for the fiscal year to date (FY25) is tracking 30% over the same time period for FY24.

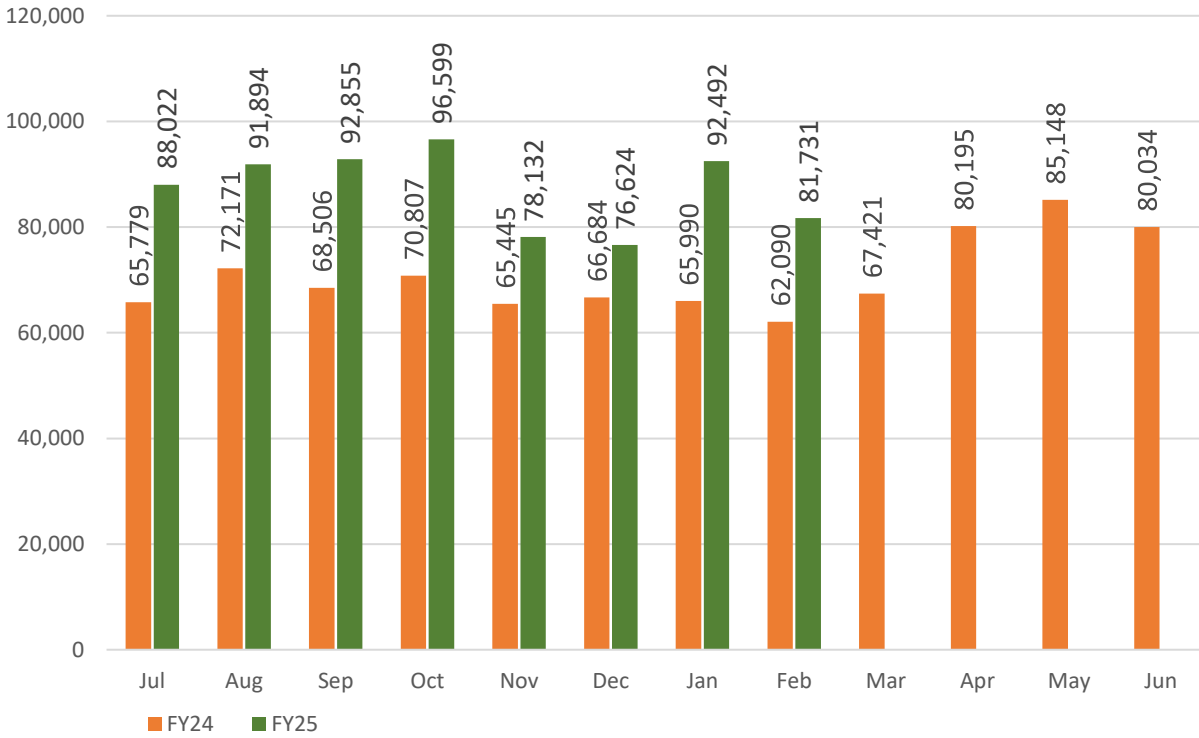
MONTHLY TOTALS YEAR-OVER-YEAR	FEBRUARY 2024	FEBRUARY 2025	% Change
Ridership	62,090	81,731	32%
Fare Payments (Clipper + App Only)	49,419	42,184	-15%
Average Weekday Ridership	2,492	3,404	37%
Average Saturday Ridership	1,484	1,907	28%
Average Sunday Ridership	958	1,505	57%
Bicycles	7,350	9,628	31%
Mobility Devices	103	184	79%

*\*Discrepancy between total ridership change and fare payments change due to launch of Free Fare program for youth and seniors on April 1, 2024.*

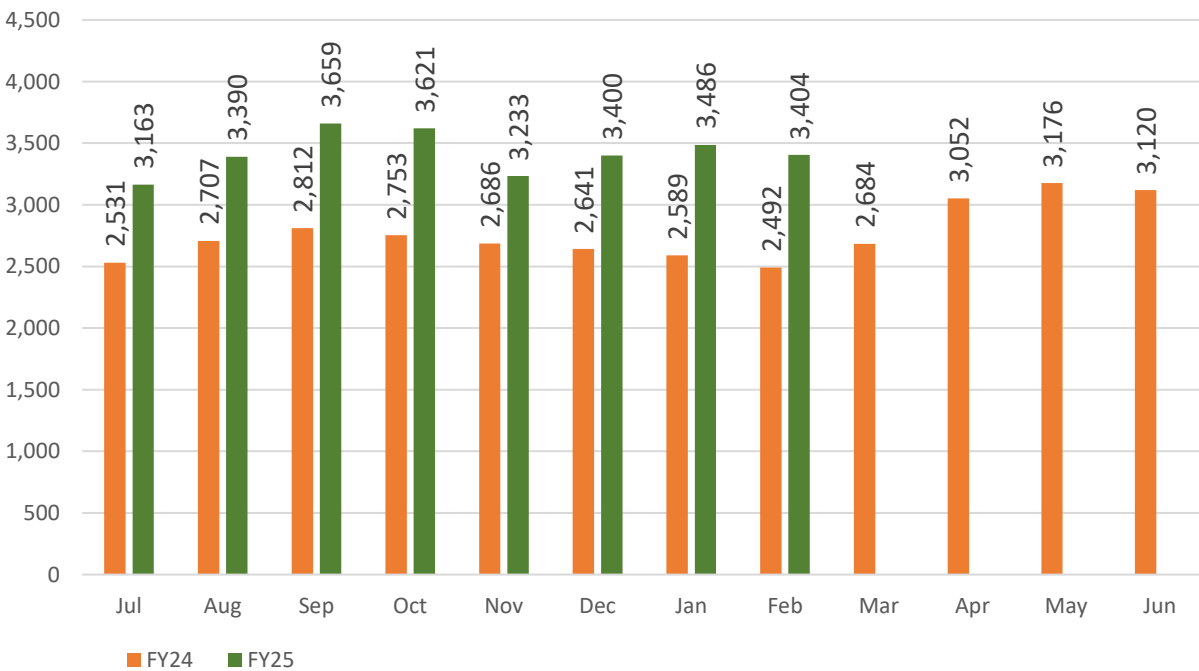
FISCAL YEAR (Jul - Feb)	Fiscal Year 2024	Fiscal Year 2025	% Change
Ridership	537,472	698,349	30%
Fare Payments (Clipper + App Only)	418,932	371,691	-11%
Average Weekday Ridership	3,010	3,422	14%
Average Saturday Ridership	1,403	1,956	39%
Average Sunday Ridership	1,127	1,730	53%
Bicycles	73,598	92,605	26%
Mobility Devices	1,145	1,673	46%

The following charts compare the average weekday ridership, average weekend ridership, and monthly totals for FY24-FY25.

SMART Monthly Ridership (FY24 - FY25)

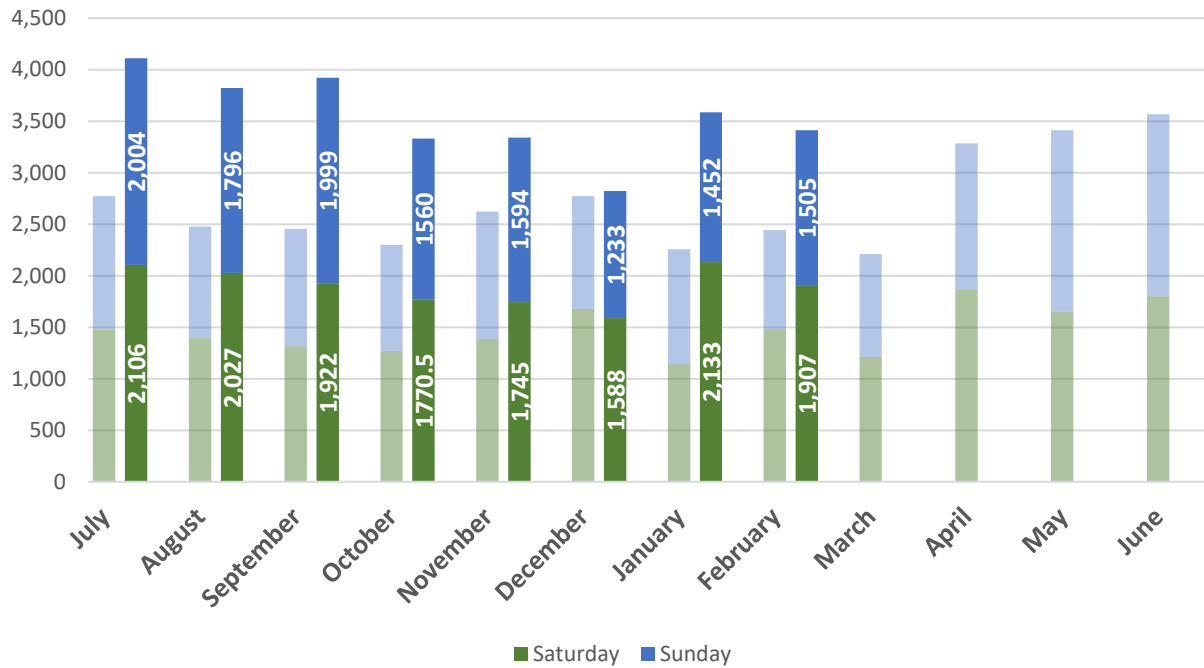


SMART Average Weekday Ridership (FY24 - FY25)



# FEBRUARY 2025 SMART RIDERSHIP REPORT

SMART Average Weekend Boardings (FY24 - FY25)

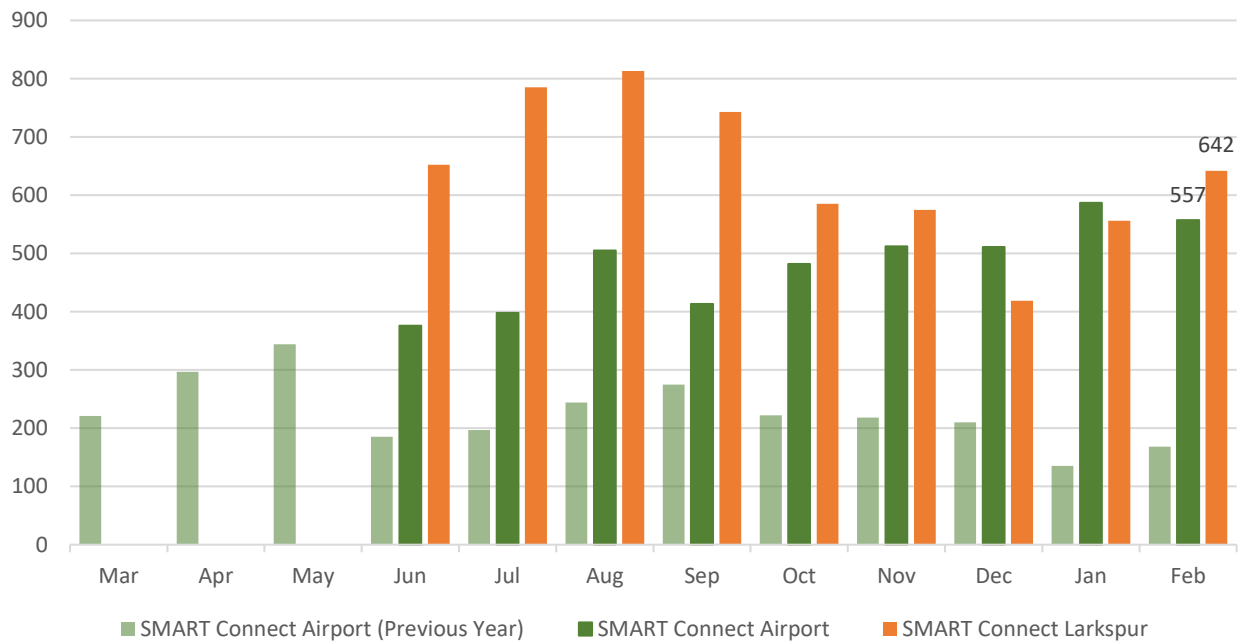


**SMART Connect Program**

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.

Total February monthly ridership for the SMART Connect program was 1,199 riders.

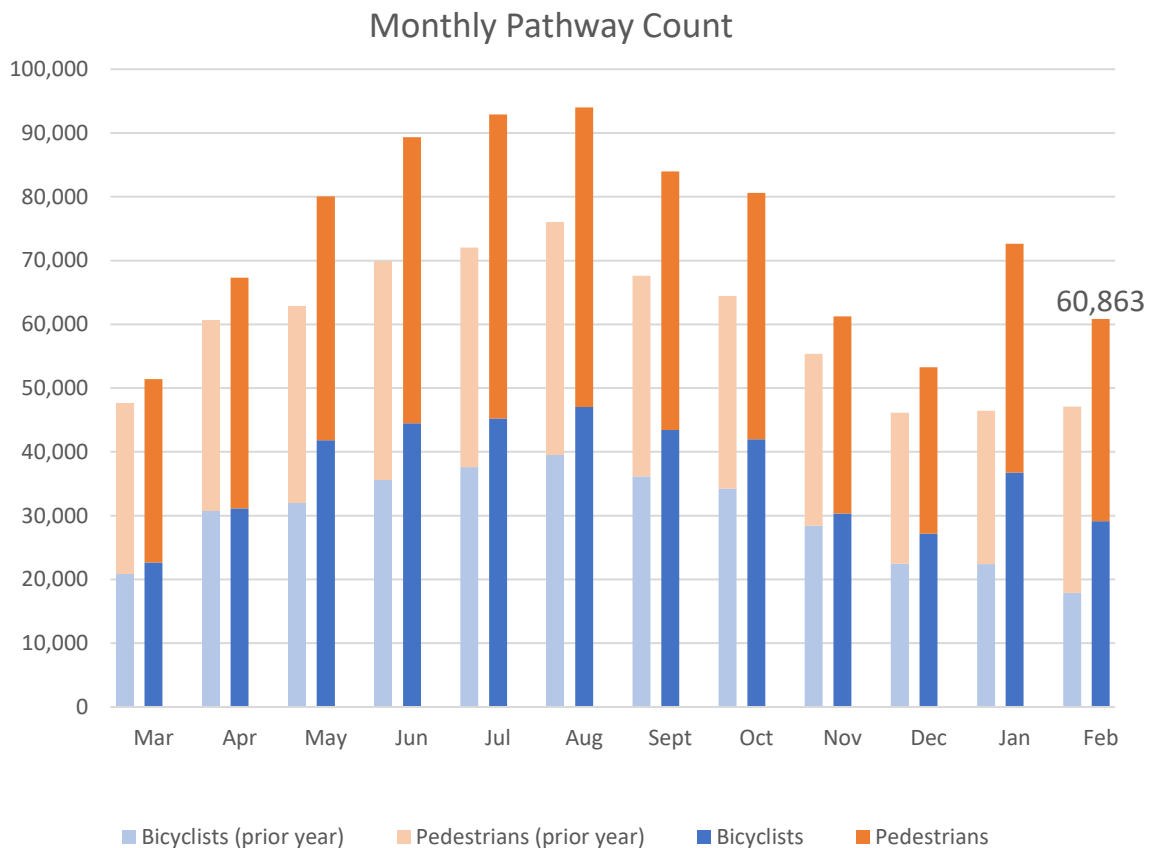
SMART Connect Monthly Ridership



**SMART Pathway**

In January, SMART began counting trips along the new pathway segment between McInnis Parkway and Smith Ranch Road in San Rafael. As of February 2025, SMART has installed 12 counters on the Pathway, with six in Marin County and six 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 February 2025, SMART counted 60,863 users on the pathway, an increase of 29% over the prior year. The increased counts are attributed to higher volumes of users on existing pathway as well as counts of users on newly opened pathway segments. The counts also include any use of the unopened segment of pathway between Rohnert Park and Santa Rosa





**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

**Mark Milberg**  
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

**Eddy Cumins**  
General Manager

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

March 19, 2025

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

**SUBJECT:** Monthly Financial Status

Dear Board Members:

**RECOMMENDATION:** Approve Monthly Financial Reports

**SUMMARY:**

This report provides information for the first seven months of Fiscal Year (FY) 2025. It includes details on the Board Adopted Budget through Budget Amendment #9.

In the attached document, you will find separate charts showing budgeted and actual revenues and expenditures for both passenger rail and freight. The "actual" columns reflect revenues and expenditures for the first seven months of FY 2025 (July to January). Additionally, for passenger rail, we have included more detailed information on sales tax and fare revenues, presenting current data as well as comparative figures from the last five years (FY 2021 to FY 2025).

Sales tax has decreased slightly and is expected to remain lower for the remainder of the fiscal year. However, fare revenues are consistent with the forecasted amounts for the first seven months. The report also outlines the approved budget, actual expenditures, and remaining budget. Please note that expenditures do not always occur in a straight-line manner; many large expenses, such as debt service, only occur at specific intervals. Furthermore, we have included information regarding SMART's investment policy, detailing where our funds are held and the current amounts. We also present the current obligations, reserves, and fund balance requirements for FY 2025.

Sincerely,  
/s/  
Heather McKillop  
Chief Financial Officer

Attachment(s):

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



**MONTHLY FINANCIAL STATUS**

*January 2025*

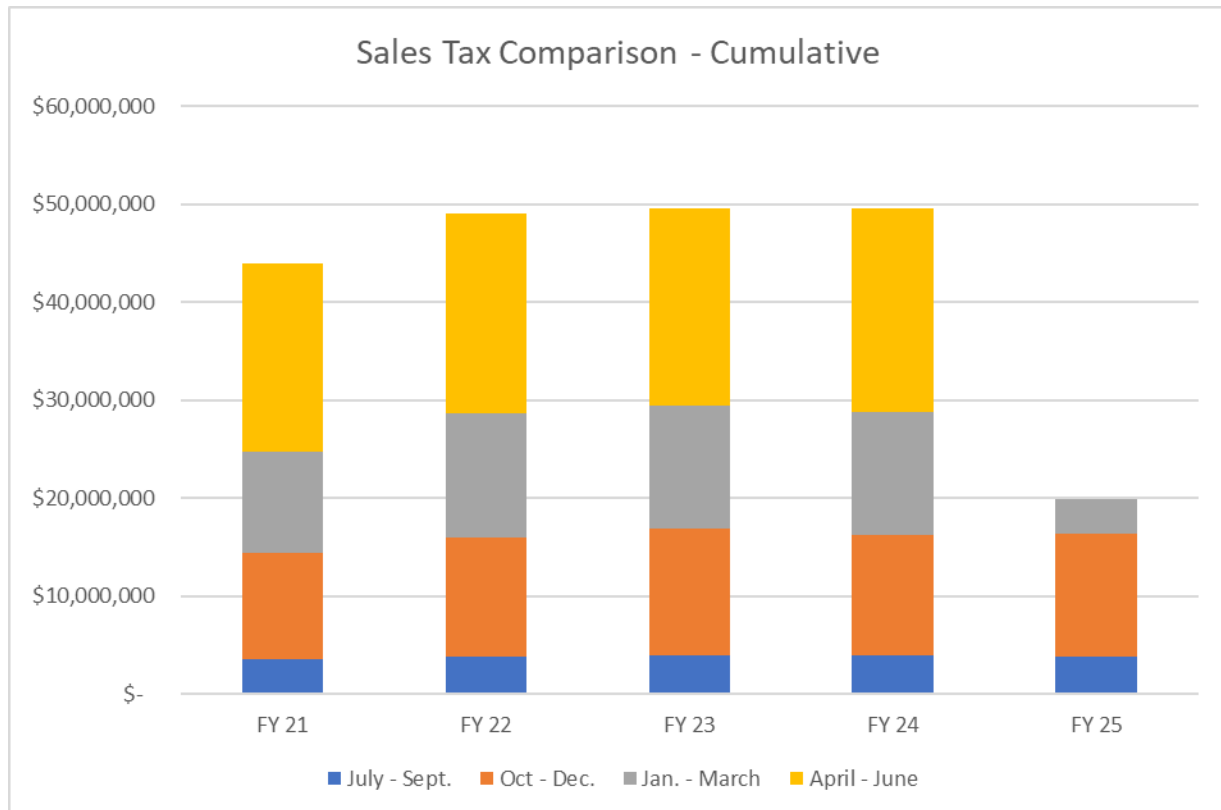
**PASSENGER REVENUES**

	FY 2024-25 Approved Budget + Amendments #1 - #9	Actual	Amount Over / (Under) Budget
<b>Revenues</b>			
<b>Passenger Rail</b>			
Sales/Use Taxes	\$ 50,426,000	\$ 19,901,380	\$ (30,524,620)
Sales Collections		\$ (165,970)	\$ (165,970)
Interest and Lease Earnings	\$ 1,979,636	\$ 2,027,751	\$ 48,115
Miscellaneous/ Other Revenue	\$ 295,921	\$ 177,376	\$ (118,545)
Passenger Fares	\$ 2,215,290	\$ 1,304,246	\$ (911,044)
Parking Fares	\$ 11,400	\$ 10,116	\$ (1,284)
Shuttle Fares	\$ 1,200	\$ 4,396	\$ 3,196
State Grants	\$ 54,679,307	\$ 252,785	\$ (54,426,522)
Federal Funds	\$ 8,332,676	\$ 368	\$ (8,332,308)
Other Governments	\$ 3,305,915	\$ -	\$ (3,305,915)
<b>Passenger Rail</b>	<b>\$ 121,247,345</b>	<b>\$ 23,512,448</b>	<b>\$ (97,734,897)</b>

**Measure Q Sales Tax  
Fiscal Year (FY) 2025**

Time Period	July - Sept.	Oct - Dec.	Jan. - March	April - June
FY 25 Forecasted Sales Tax	\$ 3,900,000	\$ 12,500,000	\$ 12,600,000	\$ 21,426,000
Actual	\$ 3,853,923	\$ 12,482,515	\$ 3,564,942	
Difference	\$ (46,077)	\$ (17,485)	\$ (9,035,058)	\$ (21,426,000)

**Fiscal Year 2021-2025 Net Sales Tax Comparison  
(by Quarter)**





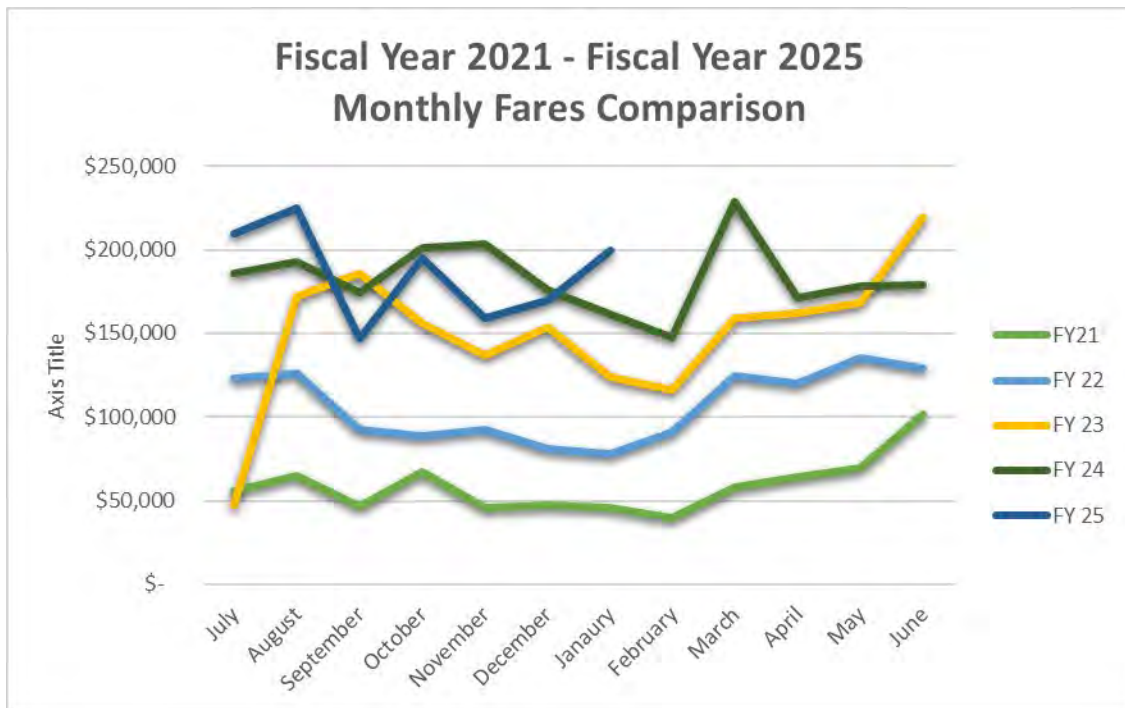
## Fiscal Year 2021-2025 Cumulative Sales Tax Comparison



### Fiscal Year 2021-2025 Fare Revenue Comparison



### Fiscal Year 2021-2025 Monthly Fare Revenue Comparison



## PASSENGER EXPENDITURES

	FY 2024-25 Approved Budget + Amendments #1 - #9	Actual	Amount Over / (Under) Budget
<b>Passenger Expenditures</b>			
<b>Administration</b>			
Salaries & Benefits	\$ 6,560,493	\$ 3,862,454	\$ (2,698,039)
Services & Supplies	\$ 11,187,386	\$ 4,094,281	\$ (7,093,105)
<b>Administration Subtotal</b>	<b>\$ 17,747,879</b>	<b>\$ 7,956,735</b>	<b>\$ (9,791,144)</b>
<b>Operations</b>			
Salaries & Benefits	\$ 18,782,237	\$ 10,797,301	\$ (7,984,936)
Services & Supplies	\$ 7,453,524	\$ 2,384,094	\$ (5,069,430)
<b>Operations Subtotal</b>	<b>\$ 26,235,761</b>	<b>\$ 13,181,395</b>	<b>\$ (13,054,366)</b>
<b>Capital</b>			
Salaries & Benefits	\$ 1,834,833	\$ 347,804	\$ (1,487,029)
Services & Supplies	\$ 4,157,170	\$ 767,516	\$ (3,389,654)
<b>Capital Subtotal</b>	<b>\$ 5,992,003</b>	<b>\$ 1,115,320</b>	<b>\$ (4,876,683)</b>
<b>Total Passenger Expenditures</b>	<b>\$ 49,975,643</b>	<b>\$ 22,253,450</b>	<b>\$ (27,722,193)</b>

<b>Passenger (Capitalized) Expenditures</b>			
Facilities	\$ 47,152,112	\$ 44,913,905	\$ (2,238,207)
Infrastructure	\$ 2,580,324	\$ 1,643,285	\$ (937,039)
Equipment	\$ 2,725,605	\$ 40,508	\$ (2,685,097)
Nonrevenue vehicles	\$ 1,037,906	\$ 400,875	\$ (637,031)
Revenue vehicles	\$ -		\$ -
Land	\$ 1,307,750	\$ 1,313,032	\$ 5,282
Other Governments	\$ 1,293,812	\$ 801,503	\$ (492,309)
<b>Total Passenger (Capitalized) Expenditures</b>	<b>\$ 56,097,510</b>	<b>\$ 49,113,108</b>	<b>\$ (6,984,402)</b>

<b>Passenger Expenditures + Capitalized</b>	<b>\$ 106,073,153</b>	<b>\$ 71,366,558</b>	<b>\$ (34,706,595)</b>
---------------------------------------------	-----------------------	----------------------	------------------------

## FREIGHT REVENUES

	FY 2024-25 Approved Budget + Amendments #1 - #9	Actual	Amount Over / (Under) Budget
<b>Revenues</b>			
<b>Freight</b>			
State Operating/ Capital Grant (42341)	\$ 606,785		\$ (606,785)
Sales Collections	\$ -	\$ -	\$ -
State Shortline Grant	\$ 399,776		\$ (399,776)
Freight Movement Fees	\$ 700,000	\$ 545,695	\$ (154,305)
Leases	\$ 270,000	\$ 100,437	\$ (169,563)
Freight Storage	\$ 104,800	\$ 76,826	\$ (27,974)
45(g) Tax Credit & Misc. Revenues	\$ 593,000	\$ 253,449	\$ (339,551)
<b>Freight</b>	<b>\$ 2,674,361</b>	<b>\$ 976,407</b>	<b>\$ 1,697,954</b>

## FREIGHT EXPENDITURES

	FY 2024-25 Approved Budget + Amendments #1 - #9	Actual	Amount Over / (Under) Budget
<b>Freight Expenditures</b>			
<b>Administration</b>			
Salaries & Benefits	\$ -	\$ -	\$ -
Services & Supplies	\$ -	\$ -	\$ -
<b>Administration Subtotal</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Operations</b>			
Salaries & Benefits	\$ 947,674	\$ 450,616	\$ (497,058)
Services & Supplies	\$ 1,118,767	\$ 355,844	\$ (762,923)
<b>Operations Subtotal</b>	<b>\$ 2,066,441</b>	<b>\$ 806,460</b>	<b>\$ (1,259,981)</b>
<b>Capital</b>			
Salaries & Benefits	\$ -	\$ 622	\$ 622
Services & Supplies	\$ 607,920	\$ 186,353	\$ (421,567)
<b>Capital Subtotal</b>	<b>\$ 607,920</b>	<b>\$ 186,975</b>	<b>\$ (420,945)</b>
<b>Total Freight Expenditures</b>	<b>\$ 2,674,361</b>	<b>\$ 993,435</b>	<b>\$ (1,680,926)</b>

<b>Freight (Capitalized) Expenditures</b>			
Facilities		\$ -	\$ -
Infrastructure		\$ -	\$ -
Equipment		\$ -	\$ -
Nonrevenue vehicles		\$ -	\$ -
Revenue vehicles		\$ -	\$ -
Land		\$ -	\$ -
		\$ -	\$ -
<b>Total Freight (Capitalized) Expenditures</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

<b>Freight Expenditures + Capitalized</b>	<b>\$ 2,674,361</b>	<b>\$ 993,435</b>	<b>\$ (1,680,926)</b>
-------------------------------------------	---------------------	-------------------	-----------------------

## CAPITAL PROJECTS

Capital Project Report	Jan-25				
	Total Project Budget	Expended in Prior Fiscal Years	Budgeted in FY25	Remaining to be Budgeted in Future Years	Project Status
<b>PASSENGER RAIL PROJECTS</b>					
Extension: Windsor Civil	\$ 55,560,845	\$ 37,217,067	\$ 18,343,778	\$ -	Under construction.
Extension: Windsor Systems	\$ 18,102,142	\$ 8,392,880	\$ 9,709,262	\$ -	Under construction.
Extension: Windsor Pedestrian Undercrossing	\$ 4,300,000	\$ 2,127,124	\$ 2,172,876	\$ -	Under construction as part of the Windsor Extension project.
Town of Windsor Utility Crossing	\$ 407,100	\$ -	\$ 407,100	\$ -	Completed.
Extension: Healdsburg	\$ 268,278,000	\$ -	\$ 3,250,000	\$ 265,028,000	Preparation for progressive design-build process under way.
Station: Petaluma North	\$ 14,416,187	\$ 5,131,792	\$ 9,284,395	\$ -	Station opened January 10, 2025.
SGR: McDowell Grade Crossing	\$ 4,005,892	\$ 1,521,842	\$ 2,484,050	\$ -	Completed track work.
City of Petaluma North McDowell Paving Project	\$ 886,712	\$ 174,760	\$ 711,953	\$ -	Construction is in progress.
Pathway: Golf Course to Bellevue and Southpoint to Penngrove Construction	\$ 20,814,815	\$ 3,947,547	\$ 16,847,271	\$ 19,997	Construction is in progress.
Pathway: Design for 7 Segments in Marin and Sonoma Counties	\$ 3,936,755	\$ 2,408,679	\$ 1,304,423	\$ 223,653	Conducting engineering design and pursuing environmental permits to prepare for construction.
Pathway: Design for 5 Segments in Marin County	\$ 6,323,781	\$ 1,663,579	\$ 4,038,421	\$ 621,781	Conducting engineering design and pursuing environmental permits to prepare for construction.
Pathway: Construction for Mcinnis to Smith Ranch	\$ 4,841,108	\$ 1,645,339	\$ 3,073,668	\$ 122,101	Construction completed and grand opening held January 25, 2025.
Pathway: Joe Rodota Trail	\$ 523,862	\$ 56,108	\$ 465,985	\$ 1,769	Awaiting funding allocation.
City of Santa Rosa W. 3rd Street Grade Crossing Design	\$ 153,855	\$ 122,719	\$ 13,987	\$ 17,149	Currently in design.
Pathway: Hanna Ranch to Vintage	\$ 6,084,521	\$ -	\$ 200,000	\$ 5,884,521	Currently in design and permitting.
Pathway: Guerneville Rd to Airport Blvd Pathway Construction	\$ 14,618,729	\$ 17,325	\$ 200,000	\$ 14,401,404	Pursuing NEPA clearance.
Puerto Suello Pathway Design and Permitting	\$ 708,227	\$ -	\$ 708,227	\$ -	Bids are in review.
<b>FREIGHT RAIL PROJECTS</b>					
Schellville Grade Crossing Repair	\$ 141,633	\$ -	\$ 141,633	\$ -	Completed in October.
Brazos Branch Bridge Repairs (Phase 2) - Sears Point Drainage	\$ 225,000	\$ -	\$ 225,000	\$ -	In design and procuring materials.
Brazos Branch Bridge Repairs (Phase 2) - Wingo (Sonoma Creek)	\$ 250,000	\$ -	\$ 250,000	\$ -	In design and procuring materials.
Brazos Branch Bridge Repairs (Phase 2) - Novato Creek	\$ 132,920	\$ -	\$ 132,920	\$ -	In design and procuring materials.

## INVESTMENTS

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

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

<u>Cash On Hand</u>	
Bank of Marin	\$ 14,428,764
Sonoma County Investment Pool *	\$ 67,949,531
<b>Total Cash on Hand</b>	<b>\$ 82,378,295</b>
<u>Reserves</u>	
Self-Insured	\$ 2,370,675
OPEB/ CalPERS	\$ 5,574,676
Operating Reserve	\$ 11,728,963
Capital Sinking Fund	\$ 11,317,250
Corridor Completion	\$ 7,000,000
<b>Total Reserves</b>	<b>\$ 37,991,564</b>
Cash Balance	\$ 44,386,731
Less: Current Encumbrances	\$ (31,578,787)
Balance	\$ 12,807,944
<b>Less: Estimated FY24 Year-end</b>	<b>\$ (53,359,928)</b>
<b>Fund Balance</b>	<b>\$ (40,551,984)</b>
<b>Remaining Balance</b>	<b>\$ (40,551,984)</b>
* Doesn't include trustee accounts	



# Contract Summary

Active contracts as of January 31, 2025

## PASSENGER RAIL

Contractor	Scope	Fiscal Year 24/25 Projected	Fiscal Year 24/25 Actuals
A.J. Janitorial Service	Janitorial Services for all Stations Roblar, ROC and Fulton	\$ 9,140	\$ 9,140
Alcohol & Drug Testing Services, LLC	DOT and FRA-regulated Drug and Alcohol Testing Services	\$ 45,000	\$ 29,840
Allen, Glaessner, Hazelwood LLP	Legal Services for Litigation and Rail Transit Issues	\$ 50,000	\$ -
Alliant Insurance Services	Insurance Brokerage and Risk Management Services	\$ 50,000	\$ -
American Rail Engineers Corporation	Railroad Bridge Inspections, Bridge Engineering, and Related Services	\$ 37,000	\$ 35,177
Asbury Environmental Services (AES)	Hazardous and Non-Hazardous Waste Removal and Disposal Services	\$ 2,575	\$ 2,275
Atlas CopCo Compressors, LLC	Air Compressor Maintenance Services	\$ 1,003	\$ 1,003
BKF Engineers	Design and Engineering Services for MUP Segments in Sonoma and Marin Counties	\$ 273,662	\$ 40,522
Bolt Staffing Service, Inc.	Temporary Staffing Services	\$ 45,000	\$ 35,312
Bright Star Security, Inc.	Security Patrol at SMART's Cal Park Tunnel	\$ 5,718	\$ 5,718
Bureau Veritas Technical Assessments, LLC	Equal Access and ADA Consulting	\$ 25,000	\$ 2,106
Cal Interpreting & Translations	Real Time Translation and Related Services	\$ 13,000	\$ -
Charlie Gesell Photography	Photography Services for Petaluma North & McInnis Pathway Openings	\$ 1,950	\$ 1,950
Cinquini & Passarino, Inc.	Right-of-Way Land Surveying and Related Services	\$ 7,773	\$ -
City Towel & Dust Services, Inc. DBA Sunset Linen & Uniform	Laundrying, Pressing, and Related Services for SMART-Owned Uniforms	\$ 21,723	\$ 520
Clean Solutions Services Inc.	Janitorial and Custodial Services for SMART's Stations, Offices, and Park & Ride Lots	\$ 137,885	\$ 56,676
CocoConsult, LLC	Alternate Construction Project Delivery Advisory Services, Cost Estimation and Negotiation Services	\$ 200,000	\$ 49,203
Code 3 Entertainment Services, LLC	Microtransit Operations and Maintenance Services	\$ 567,433	\$ 273,644
Construction Testing Services	Construction Materials Testing Support Services	\$ 189,625	\$ 16,288
Craft & Commerce	Marketing and Community Outreach Services and Support	\$ 93,000	\$ -
CSW/Stuber-Stroeh Engineering Group	Design and Engineering Services for 5 MUP Segments in Marin County	\$ 683,104	\$ 8,586
CSW/Stuber-Stroeh Engineering Group	Design and Engineering for Petaluma North Station, N. McDowell Grade Crossing, Segments 2 & 3 Pathway	\$ 382,800	\$ 180,420
Data Ticket	Processing Parking Fines for Illegal Parking	\$ 1,800	\$ 900
Defense Block Security	Security and Patrol Services	\$ 4,000	\$ 3,792
Dr. Lance O'Connor	Occupational Health Screening Services	\$ 5,000	\$ -
Dudek	Biological and Cultural Resource Monitoring	\$ 195,000	\$ -
Dunnigan Psychological & Threat Assessments, LLC	Employment-Related Psychological Evaluation Services	\$ 25,000	\$ 6,600
Eide Bailly LLP	Financial Audit Services	\$ 61,110	\$ 55,100
eLock Technologies, LLC	Station Bike Lockers - Ongoing Maintenance and Support Services	\$ 11,850	\$ 9,488
Federated Indians of Graton Rancheria	Tribal Monitoring for Ground-Disturbing Activities - SoCo Pathway	\$ 20,000	\$ 6,097
Fehr & Peers	Comprehensive Quality of Life and Impact Assessment	\$ 413,113	\$ 72,589
FinQuery (formerly LeaseQuery, LLC)	GASB Pension Compliance Services (Actuarial Calculations)	\$ 11,735	\$ 11,735
Foster & Foster (formerly Demsey, Filliger, & Associates, LLC)	GASB Pension Compliance Services (Actuarial Calculations)	\$ 1,250	\$ -
Gary D. Nelson Associates, Inc.	Temporary Staffing and Placement Services	\$ 55,000	\$ 2,042
George Hills Company, Inc.	Third Party Claims Administration Services	\$ 30,000	\$ 832
Ghilotti Bros, Inc.	Construction of NMP McInnis to Smith Ranch	\$ 2,857,890	\$ 1,907,509
Golden Five, LLC	Microsoft 365 Consulting Services	\$ 54,389	\$ 47,400
GP Crane & Hoist	Cal/OSHA Inspection Services	\$ 5,995	\$ 2,640
Granicus, Inc.	Media Streaming and Internet Broadcasting Services	\$ 13,503	\$ 13,503
Hanford A.R.C.	Implementation and Monitoring, San Rafael Creek Riparian Enhancement Project	\$ 29,841	\$ 13,290
Hanford A.R.C.	Maintenance and Monitoring the the Las Gallinas Creek Watershed Riparian Enhancement Planting	\$ 17,425	\$ 8,582
Hanson Bridgett LLP	Legal Services - Union Negotiations	\$ 120,000	\$ 5,459
Heartwood Studios, Inc. DBA Heartwood. Inc.	Online Rail Simulation Courses	\$ 1,995	\$ 1,995
Holland Company	Track Geometry and Measurement Services	\$ 24,000	\$ 24,000
Hunt and Sons, Inc.	Bulk Delivery of Motor Oil (15W40)	\$ 19,713	\$ 9,782
Integrated Security Controls, Inc.	On-Call CCTV Maintenance Support	\$ 2,653	\$ 212
Intelligent Technology Solutions, LLC	Maximo SaaS Development, Implementation, and Related Services	\$ 75,000	\$ -
Khouri Consulting, LLC	California State Legislative and Advocacy Services	\$ 120,000	\$ 70,000
Lewis, Brisbois, Bisgaard & Smith LLP	Various legal services related to transit	\$ 65,000	\$ 483
Lisa Wolper, LCSW, SAP	Substance Abuse Professional Services	\$ 1,400	\$ 650
Masabi LLC	SMART Mobile Ticketing Pilot Project	\$ 30,000	\$ 30,000
MaxAccel	FRA Regulatory Compliance Software	\$ 31,664	\$ 17,643
MaxAccel	Learning Management System	\$ 15,832	\$ 10,822



Contractor	Scope	Fiscal Year 24/25	
		Projected	Actuals
Mission Linen Supply	Employee Uniform Rentals	\$ 24,077	\$ 20,800
Mission Linen Supply	Laundry and Dry Cleaning for SMART-Owned Uniforms	\$ 9,025	\$ 700
Modern Railway Systems, Inc.	Monitoring and Maintenance SMART's Communications Network and TDX System	\$ 62,137	\$ 23,399
Modern Railway Systems, Inc.	Design and Construction of Systems Improvements for the Windsor Extension Project	\$ 5,350,845	\$ 4,472,859
Modern Railway Systems, Inc.	Real Time Train Arrival Digital Signage for Train Platforms	\$ 452,877	\$ 404,300
MuniServices, LLC	Sales Tax Recovery Services	\$ 30,000	\$ 8,458
North Bay Bottling (Alex Ruiz Sr.)	Drinking Water Delivery Service	\$ 3,260	\$ 1,476
North Bay Petroleum	Provision of Fuel for DMUs	\$ 1,100,000	\$ 711,868
Nossaman LLP	Litigation, Rail Transit Issues, and other related legal services	\$ 180,000	\$ 107,198
Occupational Health Centers of CA	Pre-Employment Evaluation Services	\$ 35,000	\$ 4,896
Oracle	Fusion ERP System	\$ 329,413	\$ 164,706
Pape Machinery, Inc.	Equipment Repair and Related Services	\$ 7,507	\$ -
Parodi Investigative Solutions	Pre-Employment Background Investigation Services	\$ 25,000	\$ 8,000
PFM Financial Advisors, LLC	Financial Advisory Services	\$ 5,000	\$ -
Pitney Bowes, Inc.	Lease for Mail Machine	\$ 701	\$ 366
Pivotal Vision, LLC	Security Software Licensing / Rail Network	\$ 2,750	\$ 2,750
Portola Systems, Inc.	SMART Station Network Maintenance and Configuration Services	\$ 271,543	\$ 236,618
Precision Wireless	Tech Support and Maintenance for Land Mobile Radio	\$ 44,932	\$ 12,564
Precision Wireless	Installation of Lightbar and Related Equipment	\$ 2,712	\$ 2,590
RSE Corporation	Civil Engineering, Design, and Land Surveying	\$ 42,500	\$ -
Sierra-Cedar, LLC	Oracle Enterprise Resources Planning Software	\$ 152,000	\$ 47,467
Sonoma County Fleet Operation Division	Non-Revenue Fleet Vehicle Installation, Maintenance, and Repair Services	\$ 65,000	\$ 40,426
SPTJ Consulting, Inc.	Network Monitoring and Support Services	\$ 202,419	\$ 101,210
Square Signs LLC dba Front Signs	System-Wide Pathway Wayfinding Signage	\$ 599,447	\$ 484,956
Stacy and Witbeck, Inc.	Design/Build Construction of Civil, Track & Structures of Windsor Extension	\$ 17,936,174	\$ 17,383,081
Stacy and Witbeck/Ghilotti Bros, A Joint Venture	Construction of Petaluma North Station Platform, Grade Crossing Reconstruction, and Pathway	\$ 22,871,960	\$ 20,122,658
Stacy and Witbeck/Ghilotti Bros, A Joint Venture	Paving Work for the City of Petaluma as Part of the Petaluma North Project	\$ 582,187	\$ 391,320
Sue Evans	Title Investigation Support Services	\$ 19,493	\$ 7,183
Survival CPR & First Aid, LLC	Active Shooter Training and Related Services	\$ 2,970	\$ 2,079
Survival CPR & First Aid, LLC	First Aid and CPR Training, AED Compliance Program Management	\$ 11,300	\$ 3,168
TDG Engineering, Inc.	Wayfinding System Planning and Design for the SMART Pathway	\$ 21,592	\$ 21,349
The Routing Company	Furnish, Implement, and Maintain a Microtransit Software Platform	\$ 12,000	\$ 9,953
The Routing Company	Social Media Campaign for SMART Connect	\$ 6,200	\$ 6,200
Tom Hehir dba Aspire Consulting	Leadership and Development Workshop Services	\$ 24,266	\$ 23,934
Toshiba America Business Solutions, Inc.	Printer Lease and Maintenance Agreement No 450-046953-000	\$ 32,494	\$ 11,262
TRC Engineers, Inc.	Construction Management Support Services	\$ 413,197	\$ 218,257
Triangle Properties, Inc.	SoCo Pathway Riparian Enhancement Implementation and Monitoring	\$ 39,080	\$ 26,696
Triangle Properties, Inc.	Helen Putnam Riparian Mitigation	\$ 523,270	\$ 394,481
Triangle Properties, Inc.	Windsor Creek Riparian Enhancement	\$ 41,932	\$ 21,198
True Value Wholesale Hardware of Larkfield, Inc.	Tent Rentals for Grand Openings and Groundbreakings	\$ 5,648	\$ -
United Construction Management Corp	Construction Management Support Services	\$ 160,083	\$ 32,525
Urban Transportation Associates	Onboard Automatic Passenger Counter System Purchase, Install, and Software Implementation and Training	\$ 18,178	\$ 9,588
UTCRA	Wheel Pressing Services	\$ 50,400	\$ 25,200
Van Scoyoc Associates	Federal Lobbying Services	\$ 60,000	\$ 35,000
Vista Broadband Networks, Inc.	Broadband Services	\$ 9,000	\$ 5,250
Ward Levy Appraisal Group, Inc.	Real Estate Appraisals and Related Services	\$ 4,950	\$ -
Web Master Designs, LLC	As-Needed Monitoring, Management, and Support Services for Public-Facing Websites	\$ 5,580	\$ 2,700
WRA, Inc.	As-Needed Environmental Consulting Services	\$ 78,900	\$ 72,599
	TOTAL	\$ 59,083,410	\$ 48,755,673

**FREIGHT RAIL**

Contractor	Scope	Fiscal Year 24/25	
		Projected	Actuals
Freight Rail Tracking Software	Freight Rail Tracking Software	\$ 6,000	\$ 2,014
GATX Rail Locomotive Group, LLC	Freight Locomotive Lease Agreement	\$ 48,200	\$ 26,474
HCI Systems, Inc.	Fire Equipment Inspection and Certification	\$ 354	\$ -
Holland Company	Track Geometry and Measurement Services	\$ 12,000	\$ 12,000
Hue & Cry, Inc.	Security System at Schellville Depot	\$ 994	\$ 497
Lambertus J. Versteegen dba South West Locomotive Repair	Locomotive Maintenance and Repair	\$ 28,948	\$ 25,322
Mickelson & Company, LLC	45G Tax Credit Advisory Services	\$ 15,035	\$ 15,035
North Bay Petroleum	Provision of Fuel for Freight Locomotives	\$ 90,000	\$ 38,695
Southern Tire Mart, LLC	Tire Recapping and Repair for Mobile Excavator	\$ 5,627	\$ 5,586

<b>Contractor</b>	<b>Scope</b>	<b>Fiscal Year 24/25 Projected</b>	<b>Fiscal Year 24/25 Actuals</b>
Summit Signal, Inc.	Inspection, Testing, and Maintenance Services for Signal Equipment Along Brazos Branch	\$ 87,162	\$ 48,312
Summit Signal, Inc.	Freight Call-Out Maintenance and Repair Services	\$ 30,599	\$ 11,458
Summit Signal, Inc.	Signal and Crossing Support Services for Planned Caltrans Paving Project along Hwy 12/121	\$ 4,060	\$ 3,370
Wine Country Sanitary, Inc.	Portable Toilet Rental and Maintenance	\$ 1,600	\$ 1,378
	<b>TOTAL</b>	<b>\$ 330,579</b>	<b>\$ 190,141</b>

Actuals-To-Date include invoices that have been approved, but may not have been processed in SMART's Financial System, as of January 31, 2025



**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

**Mark Milberg**  
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

**Eddy Cumins**  
General Manager

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

March 19, 2025

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

**SUBJECT:** Authorize the General Manager to Execute Contract No. CV-PS-24-003 with BKF Engineers

Dear Board Members:

**RECOMMENDATION:**

Adopt Resolution No. 2025-02 authorizing the General Manager to execute Contract No. CV-PS-24-003 with BKF Engineers for the Design and Permitting of the Puerto Suello Non-Motorized Pathway in San Rafael for a total contract amount of \$540,665.62

**SUMMARY:**

This professional services contract for engineering design and permitting services will prepare construction drawings and environmental clearance documents for the section of pathway that intercepts the Merrydale Road pathway to North San Pedro Road in San Rafael.

This pathway segment will be designed for construction primarily within SMART's existing Right-of-Way (ROW) and the adjacent Caltrans property. It is based upon the feasibility study that SMART commissioned in 2022.

The Scope of Work includes these tasks:

1. Project Management
2. Development of Preliminary Engineering Documents including detailed drawings (15 PCT Design Package and 30 PCT Design Package), geotechnical analysis, preparation of grade crossing design and roadway improvements, engineers estimate, bid sheet, and bid item descriptions
3. Complete CEQA (California Environmental Quality Act) Clearance
4. Potholing

Several optional tasks are also included in the Scope of Work and may be exercised at SMART's discretion:

1. 50 PCT Design Package
2. 75 PCT Design Package
3. 90 PCT Design Package
4. Issued For Construction (IFC) Design Package
5. Environmental Permitting
6. Construction Support

SMART issued a Request for Proposals on October 31, 2024, for the Design and Permitting of the Puerto Suello Non-Motorized Pathway in San Rafael. SMART received two (2) responsive proposals on December 17, 2024. A Selection Committee evaluated each of the proposals using the evaluation criteria published in the Request for Proposal, which included: qualifications, project approach, demonstrated history of performing similar work, the schedule of work, and an interview. Following the evaluation of these criterion, the Selection Committee issued a Notice of Shortlist Ranking identifying BKF Engineers as the highest-ranking proposer. SMART entered into negotiations with BKF Engineers and reached mutual agreement of the scope of work and established a fair and reasonable price. BKF Engineers showed an excellent understanding of the scope of work and the environmental concerns/needs. They also outlined a satisfactory project approach and demonstrated an excellent history of providing similar services.

This work was planned for in the Capital Plan that was approved by the Board in 2024 and will be funded using SMART local sales tax revenue.

Staff recommends authorizing the General Manager to execute Contract No. CV-PS-24-003 with BKF Engineers for a total not to exceed of \$540,665.62

**FISCAL IMPACT:** Funds for this work are budget in the Board Adopted Fiscal Year 2024/25 Budget.

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

Respectfully,

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

Attachment(s):

1. Resolution No. 2025-02
2. BKF Engineers Contract No. CV-PS-24-003

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE SONOMA-MARIN AREA RAIL TRANSIT DISTRICT APPROVING CONTRACT NO. CV-PS-24-003 WITH BKF ENGINEERS FOR THE DESIGN AND PERMITTING OF THE PUERTO SUELLO NON-MOTORIZED PATHWAY SEGMENT IN SAN RAFAEL**

---

**WHEREAS**, the Sonoma-Marín Area Rail Transit District (SMART) is developing a segment of non-motorized pathway, the Puerto Suello pathway, the section of pathway that intercepts the Merrydale Road pathway to North San Pedro Road in San Rafael; and

**WHEREAS**, SMART issued a Request for Proposals on October 31, 2024, for professional Engineering Design and Environmental Permitting Support services; and

**WHEREAS**, SMART received two (2) proposals on December 17, 2024; and

**WHEREAS**, SMART evaluated the Proposals using the criteria established in the Request for Proposal and determined BKF Engineers to be the highest-ranking proposer; and

**WHEREAS**, SMART entered into negotiations with BKF Engineers and reached mutual agreement of the scope of work and established a fair and reasonable price for the work; and

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

1. The forgoing Recitals are true and correct and are incorporated herein and form a part of this Resolution.
2. Authorize the General Manager to execute Contract No. CV-PS-24-003 with BKF Engineers, for a total contract amount of \$ 540,665.62

**PASSED AND ADOPTED** at a regular meeting of the Board of Directors of the Sonoma-Marín Area Rail Transit District held on the 19<sup>th</sup> day of March 2025, by the following vote:

**DIRECTORS:**

AYES:

NOES:

ABSENT:

ABSTAIN:

---

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

ATTEST:

---

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

## **AGREEMENT FOR CONSULTANT SERVICES**

This agreement (“Agreement”), dated as of March 19, 2025 (“Effective Date”) is by and between the Sonoma-Marín Area Rail Transit District (hereinafter “SMART”), and BKF Engineers located at 810 Fifth St., Suite 240, San Rafael, CA 94901 (hereinafter “Consultant”).

### RECITALS

WHEREAS, Consultant represents that it is duly qualified, licensed, and experienced in the areas of professional civil engineering, design, and environmental permitting within the State of California; and

WHEREAS, in the judgment of the Board of Directors of SMART or District, it is necessary and desirable to employ the services of Consultant for the design and permitting of the Puerto Suello Non-Motorized Pathway Segment; and

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

### AGREEMENT

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

Section 1.01       The above Recitals are true and correct.

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

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

- (a) Exhibit A: Scope of Work & Timeline
- (b) Exhibit B: Schedule of Rates
- (c) Exhibit C: Puerto Suello Feasibility Study

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

Section 3.01       Initiation Conference. SMART’s Chief Engineer or designee (hereinafter “SMART Manager”) will initiate all requests for services which may be in person, by telephone, or by email.

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

## ARTICLE 4. SCOPE OF SERVICES.

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

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

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

### Section 4.04 Assigned Personnel.

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

Jason Kirchmann, Executive-In-Charge / Project Manager (BKF Engineers)  
Gordon Sweet, QA/QC Manager & Caltrans Liaison (BKF Engineers)  
Becky Dower, Lead Project Engineer (BKF Engineers)  
Ian Carpenter, Support Engineer (BKF Engineers)  
Martin Pucci, Geotechnical Engineer (Kleinfelder)

Jim Dickey, Land Surveying (Cinquini & Passarino)  
Michael Jacob, Utility Locating & Potholing (Bess Test Lab)  
Bobby Zermeno, Structural Engineer (Cornerstone Structural Engineering Group)  
Brian Burchfield, Traffic Signal Design (Alta Planning + Design)  
Leslie Allen, Environmental Permitting (WRA)  
Taylor Freeman, CEQA Review (Rincon Consultant)

## **ARTICLE 5. PAYMENT.**

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

Section 5.01 Consultant shall be paid for the satisfactory completion of the work described in the Scope of Work and Timeline (Exhibit A) in accordance with the Schedule of Rates listed in Exhibit B. The total not-to-exceed amount for this Agreement is \$540,665.62. Adjustment in the not-to-exceed amount will not be effective until authorized by written Amendment and approved by SMART.

Section 5.02 Consultant shall invoice SMART on a milestone basis for all milestone payment items and on a monthly basis for any time and materials basis. Invoices shall detail the tasks performed, the associated fee per task, the hours worked and the classification of the individuals performing time and material task work, certified payroll reports for all covered work, and copies of receipts for reimbursable materials/expenses for time and material task work, if any. All reimbursable expenses must comply with SMART's Travel Guidelines and must receive prior approval. SMART does not reimburse Consultant for travel time. SMART shall pay Consultant within 30 days after submission of the invoices.

Section 5.03 The milestone payments included in the Exhibit B Schedule of Rates shall be paid in arrears upon the successful completion of all work required.

Section 5.04 Consultant shall be responsible for any future adjustments to prevailing wage rates including, but not limited to, base hourly rates and employer payments as determined by the Department of Industrial Relations. Consultant is responsible for paying the appropriate rate, including escalations that take place during the term of the Agreement.

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

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

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

Section 5.08 Consultant must submit all invoices on a timely basis, but no later than thirty (30) days from the date the services/charges were incurred. Time is of the essence



with respect to submission of invoices and failure by Consultant to abide by these requirements may delay or prevent payment of invoices or cause such invoices to be returned to the Consultant unpaid.

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

Section 6.01 The term of this Agreement shall remain in effect through February 28, 2026, unless terminated earlier in accordance with the provisions of **Article 7** below.

## **ARTICLE 7. TERMINATION.**

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

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

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

Section 7.04 Payment Upon Termination. Upon termination of this Agreement by SMART, Consultant shall be entitled to receive as full payment for all services satisfactorily rendered and expenses incurred hereunder, an amount which bears the same ratio to the total payment specified in the Agreement as the services satisfactorily rendered hereunder by Consultant bear to the total services otherwise required to be performed for such total payment; provided, however, that if services are to be paid on an hourly or daily basis, then Consultant shall be entitled to receive as full payment an amount equal to the number of hours or days actually worked prior to termination times the applicable hourly or daily rate; provided further that if SMART terminates the Agreement for cause pursuant to **Section 7.02**, SMART shall deduct from such amount the amount of damage, if any, sustained by SMART by virtue of the breach of the Agreement by Consultant.

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

behalf of SMART.

## **ARTICLE 8. INDEMNIFICATION**

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

## **ARTICLE 9. INSURANCE.**

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

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

Section 9.02        General Liability Insurance. Commercial General Liability insurance covering products-completed and ongoing operations, property damage, bodily injury and personal injury using an occurrence policy form, in an amount no less than \$2,000,000 per occurrence, and \$4,000,000 aggregate. Said policy shall include a Railroads CG 24 17 endorsement removing the exclusion of coverage, if applicable, for bodily injury or property damage arising out of operations within 50 feet of any railroad property and affecting any railroad bridge, trestle, tracks, roadbeds, tunnel, underpass or crossing as appropriate.

Section 9.03        Automobile Insurance. Automobile Liability insurance covering bodily injury and property damage in an amount no less than \$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 as appropriate.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 12.01 Standard of Care. SMART has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant hereby agrees that all its work will be performed and that its operations shall be conducted in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Consultant's work by SMART shall not operate as a waiver or release.

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

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

Consultant agrees to furnish SMART with proof of payment of taxes on these earnings.

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

Section 12.05 Nondiscrimination. Consultant shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition (including cancer), pregnancy, physical disability (including HIV and AIDS), mental disability, denial of family care leave, sexual orientation or other prohibited basis, including without limitation, SMART's Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference. Consultant shall also comply with the provisions of the Fair Employment and Housing Act (California Government Code, Section 12900 et seq.) and applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 11000 et seq).

Section 12.06 Assignment Of Rights. Consultant assigns to SMART all rights throughout the world in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all versions of the plans and specifications and work product, if any, now or later prepared by Consultant in connection with this Agreement. Consultant agrees to take such actions as are necessary to protect the rights assigned to SMART in this Agreement, and to refrain from taking any action which would impair those rights. Consultant's responsibilities under this provision include, but are not limited to, placing proper notice of copyright on all versions of the plans and specifications as SMART may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of SMART. Consultant shall not use or permit another to use the plans and specifications in connection with this or any other project without first obtaining written permission of SMART.

Section 12.07 Ownership And Disclosure Of Work Product. Any and all work product resulting from this Agreement is commissioned by SMART as a work for hire. SMART shall be considered, for all purposes, the author of the work product and shall have all rights of authorship to the work, including, but not limited to, the exclusive right to use, publish, reproduce, copy and make derivative use of, the work product or otherwise grant others limited

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

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

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

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

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

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

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

If to SMART Manager: Sonoma-Marine Area Rail Transit District  
Attn: Judy King  
5401 Old Redwood Highway, Suite 200  
Petaluma, CA 94954  
[jking@sonomamarintrain.org](mailto:jking@sonomamarintrain.org)  
707-285-8258

If to SMART Billing: Sonoma-Marine Area Rail Transit District  
Attn: Accounts Payable  
5401 Old Redwood Highway, Suite 200  
Petaluma, CA 94954  
[billing@sonomamarintrain.org](mailto:billing@sonomamarintrain.org)  
707-794-3330

If to Consultant: BKF Engineers  
Attn: Jason Kirchmann  
810 Fifth Avenue, Suite 210  
San Rafael, CA 94901  
[jkirchmann@bkf.com](mailto:jkirchmann@bkf.com)  
415-930-7964

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

**ARTICLE 16. MISCELLANEOUS PROVISIONS.**

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

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



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

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

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

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

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

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

Penalties:

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

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

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

Hours of Labor:

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

Employment of Apprentices:

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

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

Section 16.07 Subcontracting.

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

Name of Subcontractor and Location of Business	Description of Work
Alta Planning + Design, Inc. 304 12 <sup>th</sup> Street, Suite 2A Oakland, CA 94607	Traffic Signal Design
Bess Test Lab 2463 Tripaldi Way Hayward, CA 94545	Utility Locating and Potholing
Cinquini & Passarino, Inc. 1360 N. Dutton Avenue, Suite 150 Santa Rosa, CA 95401	Survey Control & Boundary
Cornerstone Structural Engineering Group, Inc. 986 W. Alluvial Avenue, Suite 201 Fresno, CA 93711	Structural Engineering
Kleinfelder 2001 Arch-Airport Road, Suite 100 Stockton, CA 95206	Geotechnical Engineering
Rincon Consultants, Inc. 449 15 <sup>th</sup> St, Suite 303 Oakland, CA 94612	Environmental Review and Permitting
WRA, Inc. 2169-G East Francisco Blvd San Rafael, CA 94901	Environmental Review and Permitting

- B. Nothing contained in this Agreement or otherwise, shall create any contractual relation between SMART and any Subconsultants, and no subagreement shall relieve the Consultant of its responsibilities and obligations hereunder. The Consultant agrees to be as fully responsible to SMART for the acts and omissions of its Subconsultants and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Consultant. The Consultant's obligation to pay its Subconsultants is an independent obligation from SMART's obligation to make payments to the Consultant.
- C. The Consultant shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted without written authorization by SMART, except that which is expressly identified herein.
- D. Any subagreement entered into as a result of this Agreement, shall contain all the provisions stipulated in this entire Agreement to be applicable to Subconsultants unless otherwise noted.

- D. Consultant shall pay its Subconsultants within fifteen (15) calendar days from receipt of each payment made to the Consultant by SMART.
- E. Any substitution of Subconsultants must be approved in writing by SMART in advance of assigning work to a substitute Subconsultant.
- F. Prompt Progress Payment. The consultant shall promptly pay any and all subcontractor invoices by an instrument that guarantees availability of funds immediately upon deposit of said instrument. The Prime Consultant is required to pay subcontractors for satisfactory performance of their contracts no later than (30) thirty days from receipt of payment by SMART.

If the Consultant determines the work of the subcontractors to be unsatisfactory, the Consultant 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 Consultant 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.

SMART will not withhold retainage from the Prime Consultant and the Prime Consultant is prohibited from withholding retainage from the subcontractor.

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

This clause applies to both DBE and non-DBE subconsultants.

Section 16.08 Equipment Purchase and Other Capital Expenditures.

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

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

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

#### Section 16.09 Conflict of Interest.

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

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

or contingent fee.

Section 16.11 Safety.

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

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

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

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

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

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

Section 16.17 Acceptance of Electronic Signatures and Counterparts. The parties agree that this Contract, Agreements ancillary to this Contract, and related documents to be entered into this Contract will be considered executed when all parties have signed this Agreement. Signatures delivered by scanned image as an attachment to electronic mail or delivered electronically through the use of programs such as DocuSign must be treated in all respects as having the same effect as an original signature. Each party further agrees that this Contract may be executed in two or more counterparts, all of which constitute one and the same instrument.

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



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

**CONSULTANT: BKF ENGINEERS**

By: \_\_\_\_\_  
Jason Kirchmann, Principal / Vice President

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

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

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

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

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

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

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

**APPROVED AS TO FORM FOR SMART:**

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

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

**EXHIBIT A**  
**SCOPE OF WORK & TIMELINE**

**I. Overview**

The Sonoma-Marín Area Rail Transit District (SMART) is contracting with BKF Engineers to conduct and coordinate specified tasks related to advancing the design and environmental clearance/permitting of the Puerto Suello Non-Motorized Pathway Segment.

In 2022, SMART commissioned Zoon Engineering, Inc. to conduct a feasibility study of the Puerto Suello pathway alignment (*Refer to Exhibit C*). The Study identified several alignment options. Work under this Agreement will further develop the “Preferred Route – Caltrans-SMART Route (Yellow-Red, or WTB-TAM Alignment-Red)”. This segment of pathway has portions of pathway outside of the SMART right-of-way.

**II. Project Management**

All work shall be initiated, scheduled, and reviewed by SMART’s Chief Engineer, or designee. Work may be initiated in writing or by teleconference.

**III. Scope of Work**

The scope of work is divided into several base tasks and several optional tasks to be added at SMART’s discretion.

**A. Task 1 – Project Management**

**1. Scope of Work**

The consultant shall be responsible for project management activities throughout the life of the contract. The scope of work under this Task includes, but is not limited to:

- a) Coordination of weekly meetings with SMART staff and key Consultant design personnel including project manager and lead designers. Consultant shall prepare and circulate meeting agendas and minutes.
- b) Identification of key issues and major decision points. Consultant shall bring these to the attention of the SMART Manager for resolution and decision making. Consultant shall provide a recommended solution/resolution(s) for SMART’s consideration.
- c) Ensure that appropriate arrangements are made to satisfy SMART, local, state, and federal requirements for quality assurance, safety and security, and environmental compliance.

- d) Provide a four-week review period on all design review packages and environmental documents.

## 2. Task 1 Deliverables

The following deliverables are required of the Consultant:

- a) Prepare and Submit Meeting Agendas and Meeting Minutes

Meeting agendas shall be submitted to the SMART Manager at least two (2) business days before the Meeting is set to take place.

Final draft of Meeting Minutes to be submitted to the SMART Manager within seven (7) calendar days from when the meeting took place.

## B. Task 2 – Development of Preliminary Engineering Documents

### 1. Scope of Work

This Task involves the development of preliminary engineering design documents for the pathway along the “Preferred Route – Caltrans - SMART Route (Yellow-Red, or WTB-TAM Alignment-Red)”, shown on page 52 of 69 in the Puerto Suello Hill Pathway Feasibility Study. The pathway is primarily on SMART’s or Caltrans’ right-of-way.

The scope of work includes, but is not limited to, design of pathway, sidewalk, retaining walls, lighting, culvert extensions, conduits, pull boxes, traffic control devices, flashers, pedestrian automated and manual gates, coordination with 3<sup>rd</sup> parties, inspection, and relocation of existing infrastructure, as dictated by the design. Additionally, the work includes development of general project locations, design concepts, and related activities needed to establish the parameters for the final design such as Geometrics, Hydraulics, Geotechnical, Traffic Operations, Electrical, etc.

Where possible, SMART desires to have a pathway within the right-of-way, but as far from the track as possible. However, SMART will entertain a pathway that jogs around obstacles including wetlands, utilities, and other existing infrastructure on a case-by-case basis that will, in addition, create a balanced cut/fill project.

The design shall incorporate pathway connections on both ends of the new pathway at the existing pathway along Highway 101 near Merrydale Road and the existing pathway on Los Ranchitos Road at Ranch Road.

SMART understands that there will be a portion of pathway outside of SMART right-of-way. For the section of the pathway that is outside of SMART’s ROW, on Caltrans Property, the Consultant shall prepare a written memorandum that outlines the process to secure approval from the State to construct, operate, and

maintain the pathway on Caltrans property. In addition, the Consultant shall prepare necessary supporting documents to secure State approval, which may include such documents as plats and legal descriptions, easement or license agreement documentation, exhibits, and other necessary documents to complete an agreement. Consultant will be responsible to provide required survey and exhibits.

It is anticipated that a new street crosswalk at North San Pedro Road will require a new interconnected traffic signal with battery backup. This grade crossing will need to be evaluated for appropriate active and passive treatments including additional flashers, automatic and manual pedestrian gates, signage, striping, and traffic signals. Pedestrian gates may be required; therefore, the grade crossing will have to be evaluated for such.

Sidewalks, that cross the train tracks on the north and south side of N. San Pedro Road, will need to be evaluated for active pedestrian warning gates.

Prepare a California Environmental Quality Act (CEQA) document to achieve the appropriate level of environmental clearance. The document will be completed such that it is ready for adoption by the SMART Board of Directors.

For all locations, the work must comply with the following requirements without limitation:

1. Federal laws
2. State laws
3. Local laws
4. Rules and regulations of governing utility districts
5. Rules and regulations of other authorities with jurisdiction over the procurement of products
6. SMART Design Criteria Manual

The Consultant shall use SMART's Design Criteria Manual to develop detailed design documents including, but not limited to:

- a) Detailed topographical survey
- b) Class I pathway construction drawings - The projects shall provide full connectivity to existing sidewalks, pathways, and other accesses.
- c) Traffic Signal Drawings - Including preemption interconnection to railroad equipment, interconnection to neighboring signals, power and load calculations, signal design, required striping and signage, raceways, pull boxes, and a new electric power service that adhere to the roadway jurisdictions requirements.
- d) Structural Drawings
- e) Electrical Drawings – lighting, traffic signal, electrical power supply.

- f) Grade Crossing Warning System Drawings – Including raceways, pull boxes, cameras, signage, striping, and foundation designs for pedestrian gates, vehicle gates, and cantilevers.
- g) Develop detailed engineering designs with sections, details, and supporting calculations.
- h) Develop supplemental technical specifications. SMART will provide the standard General Conditions and General Requirements.
- i) Develop hydrology and hydrologic study appropriate for any drainage improvements necessary for construction. The study shall be sealed by a California licensed engineer.
- j) Conduct a geotechnical investigation and present findings in a Geotechnical Report. The study shall be sealed by a California licensed engineer.
- k) Complete environmental clearance process including applications, required studies, and field work.
- l) Create utility composite drawings that show existing utilities, existing easements, potential utility conflicts and the resolution for the conflicts, and fencing alignment.
- m) Potholing to address potential utility conflict for proposed underground or significant grading near underground utility infrastructure.
- n) Prepare a detailed construction cost estimate, bid sheet and detailed bid descriptions for the work. The estimate shall be based upon the construction documents and shall correspond to the contract bid sheet.
- o) Prepare conduit and cable schedules and plans that details all conduit and cable sizes, types, consist, function, origin, and destinations, including copper and fiber optic signal and communications cables.

All design documents shall be signed and stamped by a licensed Professional Engineer registered in the state of California.

## 2. Task 2 Deliverables – Development of Preliminary Engineering Documents

The following deliverables are required of the Consultant:

- a) Submit a 15 Percent Design Package to include:
  - 1) 15 Percent Conceptual Drawings - These drawings are intended to discuss and determine the horizontal alignment and environmental constraints.

- 2) A memorandum outlining the process of securing approval from the State to construct, operate, and maintain the pathway on Caltrans property.
  - 3) A memorandum outlining the environmental clearance strategy and anticipated required documents and technical reports to support the effort.
  - 4) Electronic copy of construction plans.
- b) Submit a Draft 30 Percent Design Package to include:
- 1) 30 percent design construction plans - These drawings are intended to show the horizontal alignment, environmental constraints, and traffic control and grade crossing warning devices. Drawings shall depict the pathway's horizontal alignment and grade crossing design. Grade crossing sheets shall depict appropriate active and passive controls, pedestrian and vehicular traffic control devices including pedestrian gates along with proposed updates needed to the warning device system.
  - 2) Draft Pothole Plan - The Consultant shall be responsible to identify potholing locations where utility conflicts are anticipated, or where the design dictates underground structures such as, but not limited to, signal foundations, and traffic signal pole foundations near utility conflicts.
  - 3) Draft construction cost estimate
  - 4) Draft Constructability Memorandum that describes how the proposed improvements will be constructed with special attention to the limited access, working in an active railroad right-of-way, and the challenging topography. The document shall include a schedule showing activities with envisioned durations.
  - 5) Prepared draft documents identified in the memorandum to secure approval from the State to construct, operate and maintain the pathway on Caltrans property.
  - 6) Draft utility composite drawings – Identify all potential utility conflicts and develop relocations for each conflict. Plan shall include existing utilities, identify utility conflicts and relocation requirements, existing easements, and fencing layout.
  - 7) Draft Utility relocation matrix in excel file format. Each utility shall be grouped by utility owner and segment. The matrix must include milepost, pathway station, brief description of the utility, and state if the utility needs to be relocated, removed, or adjusted to grade.

- 8) Draft geotechnical report
  - 9) Draft hydrology and hydraulics report (H&H)
  - 10) Electronic copy and four (4) half sized hard copies of construction plans and construction cost estimate.
- c) Submit a Final Draft of the 30 Percent Design Documents to include:
- 1) Final 30pct drawings – This includes revisions for one round of SMART’s comments on the 30pct submittal.
  - 2) Final construction cost estimate
  - 3) Final documents to secure Approval from the State to construct, operate and maintain the pathway on Caltrans property.
  - 4) Final Constructability Memorandum
  - 5) Final pothole plan
  - 6) Final utility composite drawings
  - 7) Final utility relocation matrix in excel file format
  - 8) Final Geotechnical report
  - 9) Final Hydrology and Hydraulics report (H&H)
  - 10) Surveys and Mapping – The Consultant shall be responsible for data collection, mapping, and surveying necessary for engineering, design, cost estimates, right-of-way impacts, and the necessary level of environmental clearance. The scope of comprehensive base mapping and surveying includes but is not limited to Control Surveys, Design Level Topographic Surveys, Right-of-Way Retracement, plats and legals for pathway outside of SMART’s right-of-way, and a Record of Survey. SMART will provide surveying data in CADD files that has been compiled over the years. It is to be considered reference information and should not be relied upon by the consultant. The Consultant shall collect, verify, and supplement topographical information as necessary to prepare accurate and reliable design documents.
    - (i) Consultant to provide AutoCAD format copy of final topographical survey compatible with SMARTs existing base file system. The survey shall use SMARTs drawing standards (drawing entity layers, file naming and xref pathing, and coordinate basis) to match existing topographic base mapping. All surveying will be NAD83 coordinate basis and tied to SMARTs existing survey control system.

- 11) The electronic copy of the plans shall be provided as both AutoCAD files and PDF files, and the electronic copy of the specifications shall be provided in both Microsoft Word format and PDF format.

### C. Task 3 – Environmental Clearance

#### 1. Scope of Work

This Task will cover the CEQA environmental review and clearance effort required for this pathway segment. Consultant shall identify and determine the appropriate level of environmental clearance, permits, and documentation required for the construction of the work. This includes conducting necessary technical studies and mapping to support the CEQA review effort and approval.

#### 2. Deliverables

The following deliverables are required of the Consultant:

- a) Submit Draft Supportive and Technical Environmental Clearance Documents for a Statutory Exemption pursuant to Public Resource Code Section 21080.25 or Class 4 Categorical Exemption for Minor Alternations to Land pursuant to CEQA Guidelines Section 15304.

Consultant shall prepare a CEQA document, including supportive documents and technical reports needed to achieve environmental clearance including identifying wetlands, critical species and habitat, community impact, etc. Information shall include graphical representations.

SMART shall have the opportunity to review and provide comments on these draft documents.

- b) Submit Draft Permitting and Mitigation Strategy Memorandum

Consultant shall prepare a permitting and mitigation strategy memorandum that specifically outlines all required environmental regulatory agencies permits and applications requirements that quantify impacts based on project footprint, describes mitigation strategies, establishes cost estimates to satisfy the pathway's environmental impacts, and includes a timeline for securing permits.

SMART shall have the opportunity to review and provide comments on these draft documents.

- c) Submit Final Supportive and Technical Environmental Clearance Documents

Consultant shall prepare the final CEQA document with supportive documents and technical reports needed to achieve environmental clearance



including identifying wetlands, critical species and habitat, community impact, etc. Information shall include graphical representations.

The Final documents will incorporate and/or address SMART's comments from the initial Draft.

d) Submit Final Permitting and Mitigation Strategy Memorandum

Consultant shall submit a final permitting and mitigation strategy memorandum that specifically outlines all required environmental regulatory agencies permits and applications requirements that quantify impacts based on project footprint, describes mitigation strategies, establishes cost estimates to satisfy the pathway's environmental impacts, and includes a timeline for securing permits.

The Final document will incorporate and/or address SMART's comments from the initial Draft.

D. Task 4 – Environmental Permitting Strategy

1. Submit Draft Permitting and Mitigation Strategy Memorandum

Consultant shall prepare a permitting and mitigation strategy memorandum that specifically outlines all required environmental regulatory agencies permits and applications requirements that quantify impacts based on project footprint, describes mitigation strategies, establishes cost estimates to satisfy the pathway's environmental impacts, and includes a timeline for securing permits.

SMART shall have the opportunity to review and provide comments on these draft documents.

2. Submit Final Permitting and Mitigation Strategy Memorandum

Consultant shall submit a final permitting and mitigation strategy memorandum that specifically outlines all required environmental regulatory agencies permits and applications requirements that quantify impacts based on project footprint, describes mitigation strategies, establishes cost estimates to satisfy the pathway's environmental impacts, and includes a timeline for securing permits.

The Final document will incorporate and/or address SMART's comments from the initial Draft.

E. *Optional* Task 5 – 50 Percent Design Package

3. Scope of Work

This work may be optioned in at SMART's discretion. If optioned in, SMART will issue a Notice to Proceed to initiate the task.

The Consultant shall further develop the design package to a 50 Percent completion level.

## 2. Deliverables

The following deliverables are required of the Consultant:

- a) Submit 50 percent design construction plans - Plans shall, at a minimum, include horizontal and vertical alignments, typical cross sections, retaining wall details of each retaining wall being proposed, and detailed grade crossing drawings.
- b) Submit an updated construction cost estimate.
- c) Submit updated utility composite drawings - Prepare utility composite improvement plans that are suitable to be submitted to utility companies in accordance with their requirements. Identify all potential utility conflicts and develop relocations for each conflict. Plan shall include existing utilities, identify utility conflicts and relocation requirements, existing easements, and fencing layout.
- d) Submit updated utility relocation matrix in excel file format. Each utility must be grouped by utility owner and segment. The matrix must include milepost, pathway station, brief description of the utility, and state if the utility needs to be relocated, removed, or adjusted to grade.
- e) Submit an electronic copy and four (4) half sized hard copies of construction plans and construction cost estimate.

## F. *Optional* Task 6 – 75 Percent Design Package

### 1. Scope of Work

This work may be optioned in at SMART's discretion. If optioned in, SMART will issue a Notice to Proceed to initiate the task.

The Consultant shall further develop the design package to a 75 Percent completion level.

### 2. Deliverables

The following deliverables are required of the Consultant:

- a) Submit 75 percent design construction plans – Plans shall include the field potholing results.
- b) Submit an updated draft construction cost estimate

- c) Submit a draft CPUC G.O.88-B applications documents including the documents listed on the CPUC's Pre-emption checklist (Attachment G), which includes, when applicable, preemption calculation measurement exhibit, signage and striping plan, traffic signal plan/phasing diagram, and design-vehicle turning templates (preemption calculations will be provided by governing jurisdictions where applicable).
  - 1) Diagnostic Meeting will be held at the 75PCT level in anticipation of the 90PCT design. Revisions to the 75PCT G.O.88-B applications documentation along with additional diagnostic meetings may be requested by the regulatory agencies in addition to the deliverables listed above. It is the designer's responsibly to support SMART through the approval process.
- d) Submit an updated draft utility composite drawings
- e) Submit an updated draft utility relocation matrix in excel file format
- f) Submit draft supplemental specifications
- g) Submit an electronic copy, four (4) half sized hard copies of plan, and two (2) copies of preliminary or draft studies and specifications.

G. *Optional* Task 7 – 90 Percent Design Package

1. Scope of Work

This work may be optioned in at SMART's discretion. If optioned in, SMART will issue a Notice to Proceed to initiate the task.

The Consultant shall further develop the design package to a 90 Percent completion level.

2. Deliverables

The following deliverables are required of the Consultant:

- a) Submit 90 Percent Design Construction Plans
- b) Submit a detailed draft construction cost estimate with a detailed bid sheet and bid item descriptions.
- c) Submit the final utility composite drawings.
- d) Submit the final utility relocation matrix in excel and PDF format. In PDF format, each segment will have its own file. Files must include composite drawings identifying conflicts and resolutions to be incorporated into the pathway design.

- e) Submit the final G.O.88-B applications and attachments
- f) Submit an updated final geotechnical report
- g) Submit an updated final hydrology and hydraulics report (H&H)
- h) Submit an updated draft technical specifications
- i) Submit an updated draft SWPPP
- j) Submit a signed certification from the Consultant's design project manager that states all required documents have been included in the design package.

Submit an electronic copy, four (4) half sized hard copies of plan, and two (2) copies of Studies and specifications.

#### H. *Optional* Task 8 – Issued for Construction (IFC) Design Package

##### 1. Scope of Work

This work may be optioned in at SMART's discretion. If optioned in, SMART will issue a Notice to Proceed to initiate the task.

The Consultant shall further develop the design package to an Issued for Construction (IFC) completion level ready for bidding and construction activities to take place.

##### 2. Deliverables

The following deliverables are required of the Consultant:

- a) Submit Issued for Construction (IFC) Design Construction Plans
- b) Submit the engineer's final cost estimate with detailed bid sheet and bid item description
- c) Submit final technical specifications
- d) Submit the final SWPPP
- e) Submit a signed certification from the Consultant's design project manager that states all required documents have been included in the design package.
- f) Submit an electronic copy, four (4) half sized hard copies of plan, two (2) full sized hard copies of plan, two (2) final hard copies of Studies, two (2) copies of Engineers Cost Estimate, and two (2) copies of the specifications. All IFC deliverables shall be signed and stamped by a licensed California Engineer, as appropriate, by the designer.

The electronic copy of the plans shall be provided as both AutoCAD files and PDF files, and the electronic copy of the specifications shall be provided in both Microsoft Word format and PDF format.

I. *Optional* Task 9 – Environmental Permitting Effort

1. Scope of Work

This work may be optioned in at SMART’s discretion. If optioned in, SMART will issue a Notice to Proceed to initiate the task.

- a) Consultant shall prepare the necessary environmental permit applications and supporting documents required by any and all applicable regulatory agencies for the construction of the work. This will require developing environmental mitigation strategies to fulfill mitigation requirements dictated by the permits. Mitigation strategies will include conceptual plans that receive concurrence from the permitting agencies.

2. Deliverables

The following deliverables are required of the Consultant:

- a) Submit draft environmental permit applications with required technical studies, exhibits, and documents needed to support the permitting effort.
- b) Submit draft mitigation strategies and conceptual plans.
- c) Submit final environmental permit applications with required technical studies, exhibits, and documents needed to support the permitting effort.
- d) Submit final mitigation strategies and conceptual plans.

J. *Optional* Task 10 – Environmental Clearance Effort

1. Scope of Work

This work may be optioned in at SMART’s discretion. If optioned in, SMART will issue a Notice to Proceed to initiate the task.

- a) If the proposed project fails to meet the identified requirements for a Statutory Exemption pursuant to Public Resource Code Section 21080.25, and fails to meet the conditions required for a Class 4 Categorical Exemption for Minor Alternations to Land pursuant to CEQA Guidelines Section 15304, Consultant shall prepare an Initial Study-(Mitigated) Negative Declaration (IS-[M]ND) to support CEQA clearance.

2. Deliverables

- a) Submit Draft IS-[M]ND, Notice of Intent (NOI), Mitigation Monitoring and Reporting Plan (MMRP) and Notice of Determination (NOD)
- b) Submit Final IS-[M]ND, NOI, MMRP, NOD

K. *Optional* Task 11 – Potholing

1. Scope of Work

This work may be optioned in at SMART’s discretion. If optioned in, SMART will issue a written task order to initiate work under this task.

The Consultant shall be responsible to perform field potholing where utility conflicts are anticipated, and potholing has been identified. The results shall be presented in a graphical exhibit that includes summary tables cataloging utilities at each pothole.

If optioned in, SMART will issue a written task order to initiate work under this task.

2. Deliverables

Deliverables associated with Potholing will be mutually agreed upon and specified in each written Task Order.

L. *Optional* Task 12 – Construction Support

1. Scope of Work

This work may be optioned in at SMART’s discretion. If optioned in, SMART will issue a written task order to initiate work under this task.

Consultant shall support SMART, as needed, with project implementation, which may include construction administration, reviewing submittals, addressing field conditions that may require adjusting the design and other project support functions.

2. Deliverables

Deliverables associated with Construction Support will be mutually agreed upon and specified in each written Task Order.

## **General Scope of Work Requirements**

Equipment Requirements – The Consultant shall have and provide adequate office equipment and supplies to complete the work required by this Contract. Consultant shall have and provide adequate field tools, instruments, equipment, materials, supplies, and safety equipment to complete the required field work and that meet or exceed Caltrans Specifications per the Caltrans Manuals.

Quality Control/Assurance Measures – Implementing and maintaining quality control procedures to manage conflicts, ensure product accuracy, and identify critical reviews and milestones. Also, provide knowledge, experience, and familiarity Quality Control and Quality Assurance (QC/QA) for California Test Methods and laboratory.

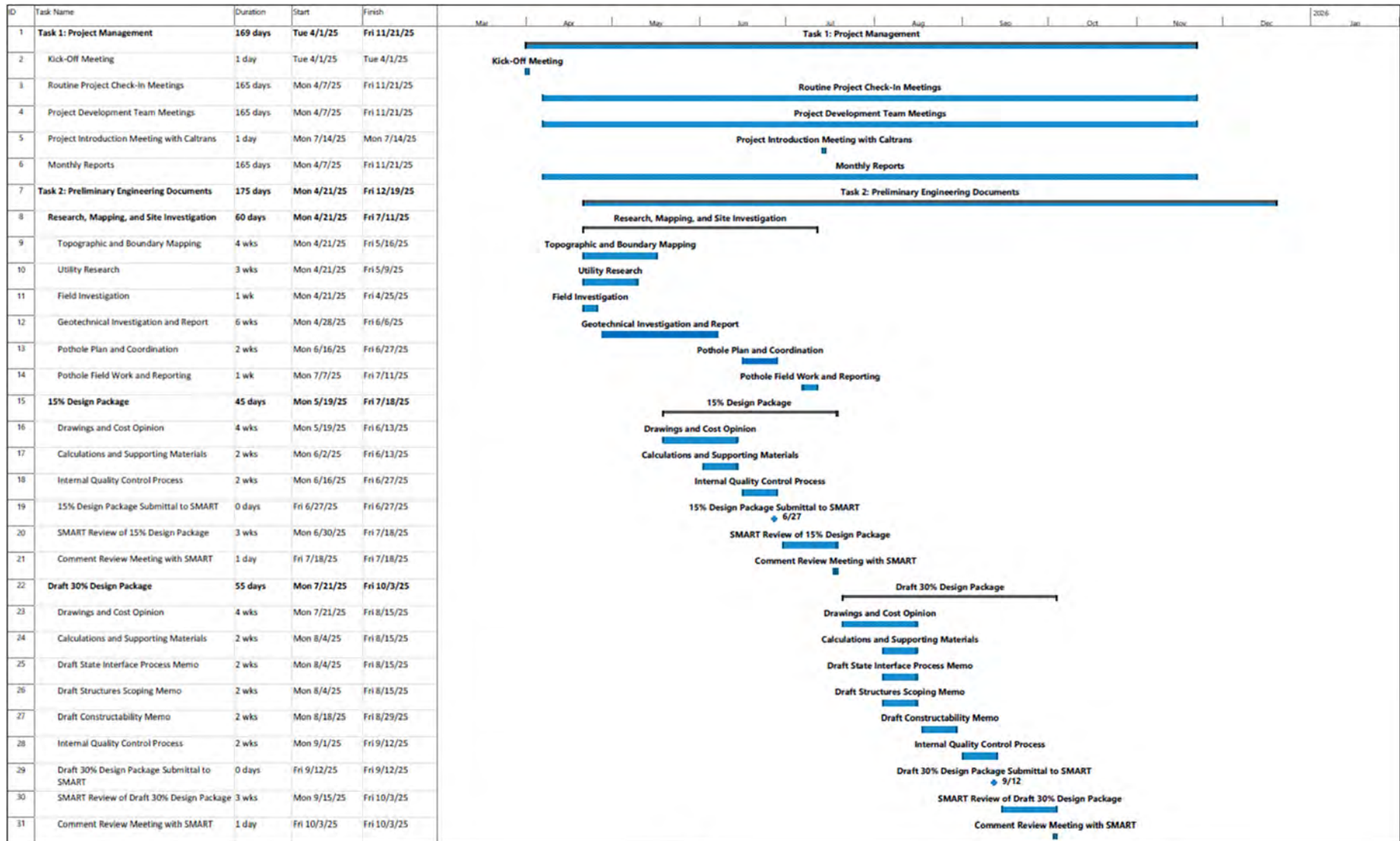
Materials to be provided by the Agency – Unless otherwise specified in this Contract, the Consultant shall provide all materials to complete the required work. Consultants will be provided access to SMART’s existing delineation data, habitat data, and riparian vegetation data. Upon request, access to all of the project study area will be granted prior to the field surveys.

Application Fees – SMART is responsible for paying all application fees.

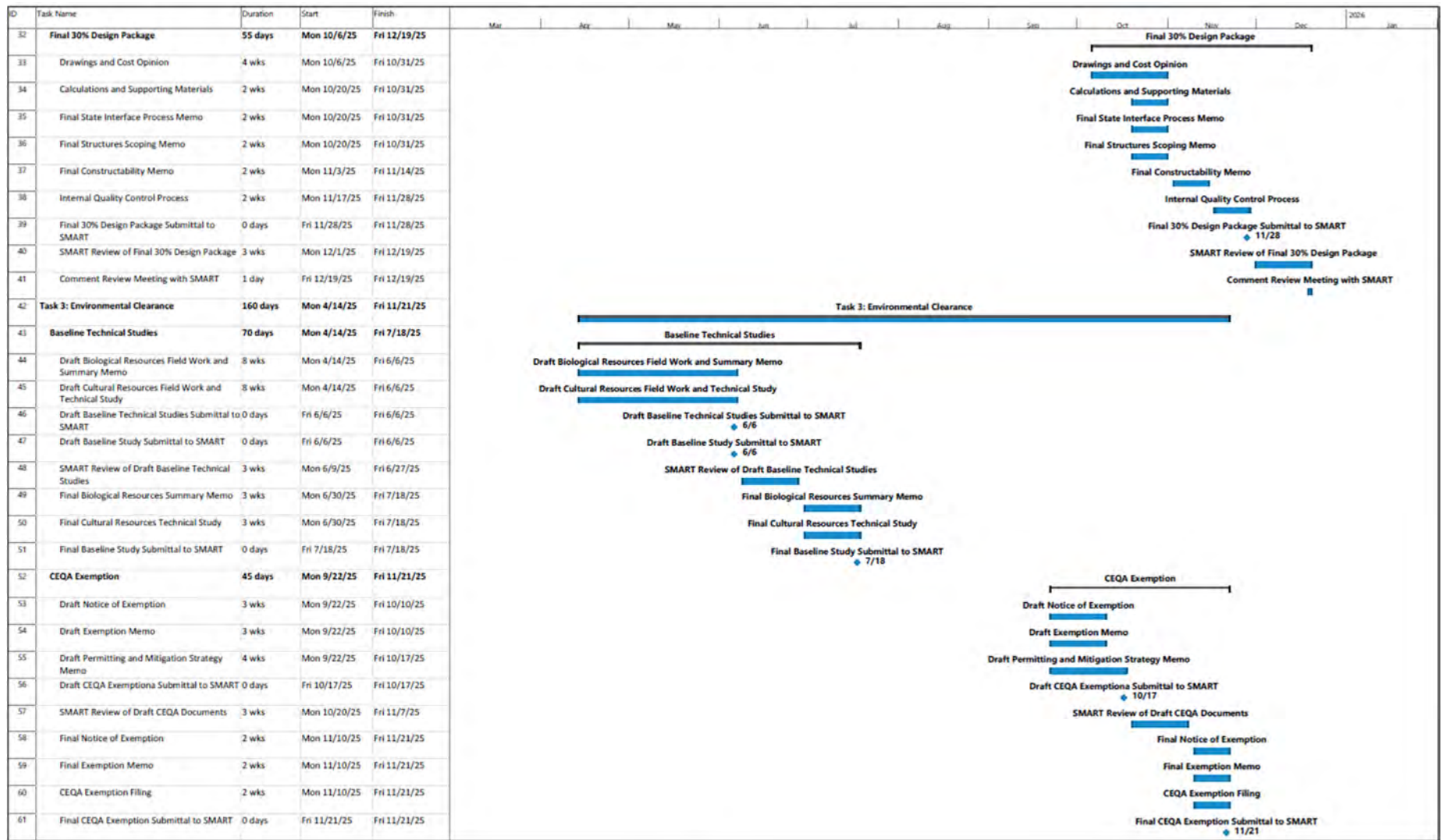
### **IV. Timeline for Each Requirement / Task**

Consultant shall perform the work in accordance with the schedule on the following two pages.

*THIS SPACE INTENTIONALLY LEFT BLANK*







## V. **Key Assumptions and Exclusions**

Below are key assumptions and exclusions that the Consultant and SMART have discussed and considered associated with the project. The assumptions and exclusions apply to the basic scope of services, but may be modified or included with authorization of the optional services identified in Exhibit B.

- SMART will lead the grade crossing coordination effort with the CPUC and the affected agencies.
- Archaeological testing will not be required
- The project does not require Caltrans environmental documentation.
- The project does not require compliance with Section 106 of the National Historic Preservation Act.
- SMART is responsible for paying all application fees.
- Retaining wall design is assumed to include walls of less than 15-feet in total height. It is further assumed that the walls will not require tiebacks for stability. If incompetent material and/or walls in excess of 15-feet in height are determined to be necessary, the scope of structural design for the retaining walls will need to be revised

## VI. **Acceptance Criteria**

All work shall be reviewed by the SMART Manager for conformance to the terms and conditions of the Agreement. Upon successful completion and acceptance of the deliverables, the SMART Manager shall recommend the Consultant submit an invoice for review. Any defective work that does not conform to the terms of this Agreement shall be replaced at no additional cost to SMART.

**EXHIBIT B  
SCHEDULE OF RATES**

The Consultant agrees to perform the Base Task Services (Section I) and the Optional Task Services (Section II-A) for an agreed amount as compensation, including a net fee or profit. Payment for these tasks will be made on a milestone basis in accordance with the terms herein. Optional Tasks for Construction Support and Potholing Services (Section II-B) will be paid for on a time and materials basis.

**I. BASE TASKS**

<b>BASE TASKS</b>	
<b>Milestone Description</b>	<b>Firm Fixed Fee</b>
15 Percent Design Package	\$217,249.00
30 Percent Design Package (Draft)	\$115,277.00
30 Percent Design Package (Final)	\$67,752.00
Environmental Clearance Effort	\$97,189.00

The milestones included in the Base Tasks above include 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.

The 15 Percent Design Package, 30 Percent Design Package (Draft), and 30 Percent Design Package (Final) milestones will be paid for upon successful completion.

The Environmental Clearance Effort milestone will be on a progress payment percent complete basis as determined by SMART.

**II. OPTIONAL TASKS**

**A. FIXED FEE TASKS**

<b>OPTIONAL TASKS</b>	
<b>Milestone Description</b>	<b>Firm Fixed Fee</b>
50 Percent Design Package	\$226,726.00
75 Percent Design Package	\$211,640.00
90 Percent Design Package	\$147,643.00
Issued for Construction (IFC) Percent Design Package	\$60,091.00
Environmental Permitting Effort	\$65,739.00
Environmental Clearance Effort	\$90,687.00

The milestones included in the Optional Tasks listed above include 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.

The 50 Percent Design Package, 75 Percent Design Package, 90 Percent Design Package, and the Issued for Construction (IFC) Percent Design Package milestones will be paid for upon successful completion.

The Environmental Permitting Strategy and The Environmental Permitting Effort and Environmental Clearance Effort milestones will be on a progress payment percent complete basis as determined by SMART.

## **B. TIME AND MATERIAL TASKS**

<b>OPTIONAL TASKS</b>	
<b>Milestone Description</b>	<b>Not to Exceed Amount</b>
Potholing	\$43,198.62
Construction Support	\$100,000.00

The Potholing and Construction Support Optional Tasks will be on a Time and Materials Basis in accordance with the rates established in the Prime and Subconsultant's Cost Proposal included in Section III.

## **III. PRIME AND SUBCONSULTANT COST PROPOSAL**

The following pages include the Consultant's bottom's up cost proposal for the Prime Consultant and all subconsultants performing work under this Agreement, inclusive of base and optional tasks, which correspond with Section I, Section 2A, and Section 2B.

**BASE TASKS - COST PROPOSAL**  
**15 PERCENT DESIGN PACKAGE, 30 PERCENT DESIGN PACKAGE (DRAFT),**  
**AND 30 PERCENT DESIGN PACKAGE (FINAL) MILESTONES**

Note: Mark-ups are Not Allowed

Consultant BKF Engineers Contract No. CV-PS-24-003 Date 12/17/2024

**DIRECT LABOR**

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Principal/Project Manager	Jason Kirchmann	77	\$124.40	\$9,578.54
Project Executive	Becky Dower	150	\$97.03	\$14,554.69
Senior Project Engineer	Varies	230	\$65.24	\$15,005.20
Project Engineer	Varies	102	\$59.33	\$6,051.66
Design Engineer	Varies	156	\$44.57	\$6,952.92
Project Coordinator	Varies	37	\$40.53	\$1,499.61

LABOR COSTS

a) Subtotal Direct Labor Costs	\$53,642.62
b) Anticipated Salary Increases (see page 2 for calculation)	\$0.00
c) TOTAL DIRECT LABOR COSTS [(a) + (b)]	\$53,642.62

INDIRECT COSTS

d) Fringe Benefits	(Rate: _____) e) Total Fringe Benefits [(c) x (d)]	\$0.00
f) Overhead	(Rate: 195.00%) g) Overhead [(c) x (f)]	\$104,603.11
h) General and Administrative	(Rate: _____) i) Gen & Admin [(c) x (h)]	\$0.00
j) TOTAL INDIRECT COSTS [(e) + (g) + (i)]	\$104,603.11	

FIXED FEE 10.00%	k) TOTAL FIXED FEE [(c) + (j)] x (q)	\$15,824.57
------------------	--------------------------------------	-------------

l) CONSULTANT'S OTHER DIRECT COSTS (ODC) – ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs	240	miles	\$0.56	\$134.40
Plan Sheets	600	sf	\$2.16	\$1,296.00
l) TOTAL OTHER DIRECT COSTS				\$1,430.40

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

WRA	\$ 91,587.83
Kleinfelder	\$ 61,665.44
Alta	\$ 33,620.25
Cinquini & Passarino, Inc	\$ 38,185.44
Cornerstone Structural Engineering Group	\$ 96,907.69
m) TOTAL SUBCONSULTANTS' COSTS	\$ 321,966.65

n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l)+(m)]	\$323,397.05
----------------------------------------------------------------	--------------

TOTAL COST [(c) + (j) + (k) + (n)]	\$497,467.35
------------------------------------	--------------

NOTES:

1. Key personnel must be marked with an asterisk (\*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (\*\*). All costs must comply with the Federal cost principles. Prime Consultants shall include a cost proposal for all Subconsultants.
2. The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
3. Anticipated salary increases calculation (page 2) must accompany.

**SAMPLE COST PROPOSAL**  
**LUMP SUM CONTRACTS**  
(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor <u>Subtotal</u> per Cost Proposal	Total Hours per Cost Proposal	=	Avg Hourly Rate	5 Year Contract Duration
\$53,642.62	752		\$71.33	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$71.33	+	5.0%	=	\$74.90	Year 2 Avg Hourly Rate
Year 2	\$74.90	+	5.0%	=	\$78.64	Year 3 Avg Hourly Rate
Year 3	\$78.64	+	5.0%	=	\$82.58	Year 4 Avg Hourly Rate
Year 4	\$82.58	+	5.0%	=	\$86.71	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	100.00%	*	752.0	=	752.0	Estimated Hours Year 1
Year 2	0.00%	*	752.0	=	0.0	Estimated Hours Year 2
Year 3	0.00%	*	752.0	=	0.0	Estimated Hours Year 3
Year 4	0.00%	*	752.0	=	0.0	Estimated Hours Year 4
Year 5	0.00%	*	752.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	752.0	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$71.33	*	752.0	=	\$53,642.62	Estimated Hours Year 1
Year 2	\$74.90	*	0.0	=	\$0.00	Estimated Hours Year 2
Year 3	\$78.64	*	0.0	=	\$0.00	Estimated Hours Year 3
Year 4	\$82.58	*	0.0	=	\$0.00	Estimated Hours Year 4
Year 5	\$86.71	*	0.0	=	\$0.00	Estimated Hours Year 5
	Total Direct Labor Cost with Escalation			=	\$53,642.62	
	Direct Labor Subtotal before Escalation			=	\$53,642.62	
	Estimated total of Direct Labor Salary Increase			=	\$0.00	Transfer to Page 1

NOTES:

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology)
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.


Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. [Title 23 United States Code Section 112](#) - Letting of Contracts
4. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
5. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration
6. [48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board](#) - (when

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and

Prime Consultant or Subconsultant Certifying:

Name: Jason Kirchmann Title \*: Principal / Vice President  
Signature :  Date of Certification (mm/dd/yyyy): 2/27/2025  
Email: [jkirchmann@bkf.com](mailto:jkirchmann@bkf.com) Phone Number: 415-930-7964  
Address: 810 Fifth St, Ste 240, San Rafael, CA 94901

\*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or

List services the consultant is providing under the proposed contract:

Planning and Preliminary Engineering

**BASE TASKS - COST PROPOSAL** PAGE 1 OF 3  
**15 PERCENT DESIGN PACKAGE, 30 PERCENT DESIGN PACKAGE (DRAFT),  
AND 30 PERCENT DESIGN PACKAGE (FINAL) MILESTONES**

Note: Mark-ups are Not Allowed

Prime Consultant       Subconsultant       2nd Tier Subconsultant

Consultant **WRA, Inc.**

Project No.:

Contract No. CV-PS-24-003

Date: 12/17/2024

**DIRECT LABOR**

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Principal Ecologist	Leslie Allen	38	\$86.04	\$3,269.52
Senior Associate	Bernhard Warzecha	48	\$63.75	\$3,060.00
Senior Associate	[classification]	39	\$63.56	\$2,478.84
Associate	[classification]	71	\$52.31	\$3,714.01
Senior Scientist	[classification]	37	\$47.53	\$1,758.61
Scientist	[classification]	33	\$39.70	\$1,310.10
Senior Technician	[classification]	11	\$35.11	\$386.21
Technician	[classification]	21	\$32.07	\$673.47
Clerical	[classification]	10	\$41.69	\$416.90
		308		

**LABOR COSTS**

a) Subtotal Direct Labor Costs	\$17,067.66
b) Anticipated Salary Increases (see page 2 for sample)	\$597.37
<b>c) TOTAL DIRECT LABOR COSTS [(a) + (b)]</b>	<b>\$17,665.03</b>

**INDIRECT COSTS**

d) Fringe Benefits (Rate: <u>82.09%</u> )	e) Total Fringe Benefits [(c) x (d)]	\$14,501.22
f) Overhead (Rate: <u>0.00%</u> )	g) Overhead [(c) x (f)]	\$0.00
h) General and Administrative (Rate: <u>122.09%</u> )	i) Gen & Admin [(c) x (h)]	\$21,567.23
	<b>j) TOTAL INDIRECT COSTS [(e) + (g) + (i)]</b>	<b>\$36,068.45</b>

**FIXED FEE**

<b>k) TOTAL FIXED PROFIT [(c) + (j)] x fixed fee</b>	10.00%	<b>\$5,373.35</b>
------------------------------------------------------	--------	-------------------

**l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZED**

Description	Quantity	Unit	Unit Cost	Total
Mileage Costs	200	miles	\$0.670	\$134.00
Equipment Rental (GPS)	6	each	\$150.000	\$900.00
Safety Training	4	each	\$30.00	\$120.00
Parking / Tolls	4	each	\$7.00	\$28.00
				\$0.00
<b>TOTAL OTHER DIRECT COSTS</b>				<b>\$1,182.00</b>

**m) SUBCONSULTANT'S COSTS**

Subconsultant 1	Rincon	\$31,299.00
Subconsultant 2		
<b>TOTAL SUBCONSULTANT'S COSTS</b>		<b>\$31,299.00</b>

<b>n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l)+(m)]</b>	<b>\$32,481.00</b>
-----------------------------------------------------------------------	--------------------

<b>TOTAL COST [(c) + (j) + (k) + (n)]</b>	<b>\$91,587.83</b>
-------------------------------------------	--------------------

NOTES:

- Key personnel **must** be marked with an asterisk (\*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (\*\*). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
- Anticipated salary increases calculation (page 2) must accompany.



**EXHIBIT 10-H1 COST PROPOSAL PAGE 2 OF 3**  
**COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS**  
 (DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

**1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)**

Direct Labor Subtotal per Cost Proposal		Total Hours per Cost Proposal	=	Avg Hourly Rate	5 Year Contract Duration
\$17,067.66		308	=	\$55.41	Year 1 Avg Hourly Rate

**2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)**

	Avg Hourly Rate		Proposed Escalation	=		
Year 1	\$55.41	+	3.5%	=	\$57.35	Year 2 Avg Hourly Rate
Year 2	\$57.35	+	3.5%	=	\$59.36	Year 3 Avg Hourly Rate
Year 3	\$59.36	+	3.5%	=	\$61.44	Year 4 Avg Hourly Rate
Year 4	\$61.44	+	3.5%	=	\$63.59	Year 5 Avg Hourly Rate
Year 4	\$63.59	+	3.5%	=	\$65.82	Year 5 Avg Hourly Rate

**3. Calculate estimated hours per year (Multiply estimate % each year by total hours)**

	Estimated % Completed Each Year	*	Total Hours per Cost Proposal	=	Total Hours per Year	
Year 1	0.00%	*	308.0	=	0.0	Estimated Hours Year 1
Year 2	100.00%	*	308.0	=	308.0	Estimated Hours Year 2
Year 3	0.00%	*	308.0	=	0.0	Estimated Hours Year 3
Year 4	0.00%	*	308.0	=	0.0	Estimated Hours Year 4
Year 5	0.00%	*	308.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	308.0	

**4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)**

	Avg Hourly Rate (calculated above)	*	Estimated hours (calculated above)	=	Cost per Year	
Year 1	\$55.41	*	0	=	\$0.00	Estimated Hours Year 1
Year 2	\$57.35	*	308	=	\$17,665.03	Estimated Hours Year 2
Year 3	\$59.36	*	0	=	\$0.00	Estimated Hours Year 3
Year 4	\$61.44	*	0	=	\$0.00	Estimated Hours Year 4
Year 5	\$63.59	*	0	=	\$0.00	Estimated Hours Year 5
	Total Direct Labor Cost with Escalation			=	\$17,665.03	
	Direct Labor Subtotal before Escalation			=	\$17,067.66	
	Estimated total of Direct Labor Salary Increase			=	\$597.37	Transfer to Page 1

NOTES:

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology)
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

**Certification of Direct Costs:**


I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. [Title 23 United States Code Section 112](#) - Letting of Contracts
4. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
5. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Service
6. [48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board](#) (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement. Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

**Prime Consultant or Subconsultant Certifying:**

Name: Bianca McCarron Title \*: Vice President, Finance

Signature :  Date of Certification (mm/dd/yyyy): 12/12/2024

Email: mccarron@wra-ca.com Phone Number: 415-454-8868

Address: 2169-G East Francisco Blvd, San Rafael, CA 94901

\*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Environmental Consulting
--------------------------

**BASE TASKS - COST PROPOSAL**  
**15 PERCENT DESIGN PACKAGE, 30 PERCENT DESIGN PACKAGE (DRAFT),**  
**AND 30 PERCENT DESIGN PACKAGE (FINAL) MILESTONES**

Note: Mark-ups are Not Allowed

Prime Consultant  Subconsultant

2nd Tier Subconsultant

Consultant Rincon Consultants, Inc.

Contract No. CV-PS-24-003

Date 12/11/2024

**DIRECT LABOR**

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Principal		18	\$94.30	\$1,697.40
Senior Archaeologist I		24	\$61.35	\$1,472.40
Senior Planner I		42	\$54.69	\$2,296.98
Archaeologist II		31	\$37.25	\$1,154.75
GIS/CADD Specialist I		6	\$40.08	\$240.48
Technical Editor		6	\$28.55	\$171.30
Planner II		48	\$37.74	\$1,811.52

**LABOR COSTS**

a) Subtotal Direct Labor Costs	\$8,844.83
b) Anticipated Salary Increases (see page 2 for calculation)	\$309.57
<b>c) TOTAL DIRECT LABOR COSTS [(a) + (b)]</b>	<b>\$9,154.40</b>

**INDIRECT COSTS**

d) Fringe Benefits (Rate: <u>97.41%</u> )	e) Total Fringe Benefits [(c) x (d)]	\$8,917.30
f) Overhead (Rate: <u>101.80%</u> )	g) Overhead [(c) x (f)]	\$9,319.18
h) General and Administrative (Rate: <u>0.00%</u> )	i) Gen & Admin [(c) x (h)]	\$0.00
	<b>j) Total Indirect Costs [(e) + (g) + (i)]</b>	<b>\$18,236.48</b>

**FIXED FEE**

o) (Rate: <u>10.00%</u> )	<b>k) TOTAL FIXED PROFIT [(c) + (j) x (o)]</b>	<b>\$2,739.09</b>
---------------------------	------------------------------------------------	-------------------

**l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)**

Description of item	Quantity	Unit(s)	Unit Cost	Total
Records Search	1	Unit	\$928.00	\$928.00
Filing Fees & Newspaper Notices	1	Unit	\$116.00	\$116.00
Safety Equipment	1	Unit	\$34.80	\$34.80
Vehicle Day Rate	1	Unit	\$90.00	\$90.00
			<b>l) TOTAL OTHER DIRECT COSTS</b>	<b>\$1,168.80</b>

**m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)**

Subconsultant 1:	\$0.00
Subconsultant 2:	\$0.00
Subconsultant 3:	\$0.00
<b>m) TOTAL SUBCONSULTANT'S COSTS</b>	<b>\$0.00</b>

**N) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)]** \$1,169.00

**TOTAL COST [(c) + (j) + (k) + (n)]** \$31,299.00

NOTES:

1. Key personnel **must** be marked with an asterisk (\*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (\*\*). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
3. Anticipated salary increases calculation (page 2) must accompany.

**BASE TASKS - COST PROPOSAL**  
**15 PERCENT DESIGN PACKAGE, 30 PERCENT DESIGN PACKAGE (DRAFT),**  
**AND 30 PERCENT DESIGN PACKAGE (FINAL) MILESTONES**

Consultant Rincon Consultants, Inc. tract No. CV-PS-24-003

Date 12/11/2024

**1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)**

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal	=	Avg Hourly Rate	<b>5 Year Contract Duration</b>
\$8,844.83	175		\$50.54	Year 1 Avg Hourly Rate

**2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)**

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$50.54	+	3.5%	=	\$52.31	Year 2 Avg Hourly Rate
Year 2	\$52.31	+	3.5%	=	\$54.14	Year 3 Avg Hourly Rate
Year 3	\$54.14	+	3.5%	=	\$56.04	Year 4 Avg Hourly Rate
Year 4	\$56.04	+	3.5%	=	\$58.00	Year 5 Avg Hourly Rate

**3. Calculate estimated hours per year (Multiply estimate % each year by total hours)**

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	0.00%	*	175.0	=	0.0	Estimated Hours Year 1
Year 2	100.00%	*	175.0	=	175.0	Estimated Hours Year 2
Year 3		*	175.0	=	0.0	Estimated Hours Year 3
Year 4		*	175.0	=	0.0	Estimated Hours Year 4
Year 5		*	175.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	175.0	

**4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)**

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$50.54	*	0	=	\$0.00	Estimated Hours Year 1
Year 2	\$52.31	*	175	=	9154.39905	Estimated Hours Year 2
Year 3	\$54.14	*	0	=	0	Estimated Hours Year 3
Year 4	\$56.04	*	0	=	0	Estimated Hours Year 4
Year 5	\$58.00	*	0	=	0	Estimated Hours Year 5
	Total Direct Labor Cost with Escalation			=	\$9,154.40	
	Direct Labor Subtotal before Escalation			=	\$8,844.83	
	Estimated total of Direct Labor Salary Increase			=	<b>\$309.57</b>	Transfer to Page 1

NOTES:

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology)
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

**BASE TASKS - COST PROPOSAL**  
**15 PERCENT DESIGN PACKAGE, 30 PERCENT DESIGN PACKAGE (DRAFT),**  
**AND 30 PERCENT DESIGN PACKAGE (FINAL) MILESTONES**

**Certification of Direct Costs:**

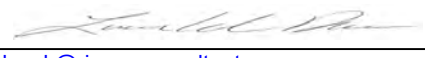
I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. [Title 23 United States Code Section 112](#) - Letting of Contracts
4. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
5. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Service
6. [48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board](#) (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

**Prime Consultant or Subconsultant Certifying:**

Name:	<u>Lacrisa Davis</u>	Title*:	<u>CFO</u>
Signature:		Date of Certification (mm/dd/yyyy):	<u>12/12/2024</u>
Email:	<u><a href="mailto:lcook@rinconconsultants.com">lcook@rinconconsultants.com</a></u>	Phone Number:	<u>805-644-4455</u>
Address:	<u>180 N. Ashwood Avenue, Ventura CA 93003</u>		

\*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

**BASE TASKS - COST PROPOSAL**

**15 PERCENT DESIGN PACKAGE, 30 PERCENT DESIGN PACKAGE (DRAFT),  
AND 30 PERCENT DESIGN PACKAGE (FINAL) MILESTONES**

**Note: Mark-ups are Not Allowed**

Prime Consultant

Subconsultant

2nd Tier Subconsultant

Consultant Kleinfelder, Inc.

Contract No. CV-PS-24-003

Date 12/11/2024

**DIRECT LABOR**

<u>Classification/Title</u>	<u>Name</u>	<u>Hours</u>	<u>Actual Hourly Rate</u>	<u>Total</u>
<u>Principal Professional</u>	Martin Pucci*	40	\$ 91.35	\$ 3,654.00
<u>Principal Professional</u>	Jeff Richmond	26	\$ 86.54	\$ 2,250.04
<u>Senior Principal Professional</u>	Mark Fuhriman	10	\$ 100.62	\$ 1,006.20
<u>Senior Principal Professional</u>	Byron Anderson	2	\$ 90.73	\$ 181.46
<u>Project Administrator</u>	Heather Bonzi	16	\$ 33.02	\$ 528.32
<u>Project Administrator</u>	Debra Williams	2	\$ 32.48	\$ 64.96
<u>Project Professional</u>	Sean Cain	58	\$ 48.13	\$ 2,791.54
<u>Field Soils/Material Tester (PW Gp 3)</u>	Sean Cain**	52	\$ 74.07	\$ 3,851.64

**LABOR COSTS**

a) Subtotal Direct Labor Costs	\$ 14,328.16
b) Anticipated Salary Increases (see page 2 for calculation)	\$ 143.28
<b>c) TOTAL DIRECT LABOR COSTS [(a) + (b)]</b>	<b>\$ 14,471.44</b>

**INDIRECT COSTS**

d) Fringe Benefits (Rate: <u>56.30%</u> )	e) Total Fringe Benefits [(c) x (d)]	\$ 8,147.42
f) Overhead (Rate: <u>90.81%</u> )	g) Overhead [(c) x (f)]	\$ 13,141.52
h) General and Administrative (Rate: <u>0.00%</u> )	i) Gen & Admin [(c) x (h)]	\$ -
<b>j) TOTAL INDIRECT COSTS [(e) + (g) + (i)]</b>	<b>\$ 21,288.94</b>	

<b>FIXED FEE k) TOTAL FIXED FEE [(c) + (j)] x fixed fee <u>15%</u></b>	<b>\$ 5,364.06</b>
------------------------------------------------------------------------	--------------------

**l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)**

<u>Description of Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total</u>
Mileage Costs	300	Miles	\$ 0.67	\$ 201.00
Caltrans Encroachment Permit	1	Each	\$ 2,000.00	\$ 2,000.00
Permit Fees	1	Each	\$ 1,100.00	\$ 1,100.00
Geotechnical Laboratory Testing	1	Each	\$ 2,790.00	\$ 2,790.00
Courier Fees	1	Each	\$ 250.00	\$ 250.00

l) TOTAL OTHER DIRECT COSTS \$ 6,341.00

**m) SUBCONSULTANT'S COSTS (Add additional pages if necessary)**

Subconsultant 1:	<u>AGS</u>	\$ 5,500.00
Subconsultant 2:	<u>Clearheart Drilling</u>	\$ 8,000.00
Subconsultant 3:	<u>Cerco</u>	\$ 700.00

**m) TOTAL SUBCONSULTANT'S COSTS \$ 14,200.00**

**n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)] \$ 20,541.00**

**TOTAL COST [(c) + (j) + (k) + (n)] \$ 61,665.44**

NOTES:

- Key personnel **must** be marked with an asterisk (\*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (\*\*). All costs must comply with the Federal cost principles. Prime Consultant shall include a cost proposal for all **Subconsultants**.
- The cost proposal format shall not be amended.
- Anticipated salary increases calculation (page 2) must accompany.

**BASE TASKS - COST PROPOSAL**

**15 PERCENT DESIGN PACKAGE, 30 PERCENT DESIGN PACKAGE (DRAFT),  
AND 30 PERCENT DESIGN PACKAGE (FINAL) MILESTONES**

**1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)**

Direct Labor <u>Subtotal</u> per Cost Proposal	Total Hours per Cost Proposal	=	Avg Hourly Rate	5 Year Contract Duration
\$ 14,328.16	206	=	\$ 69.55	Year 1 Avg Hourly Rate

**2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)**

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$ 69.55	+	5.0%	=	\$ 73.03	Year 2 Avg Hourly Rate
Year 2	\$ 73.03	+	5.0%	=	\$ 76.68	Year 3 Avg Hourly Rate
Year 3	\$ 76.68	+	5.0%	=	\$ 80.52	Year 4 Avg Hourly Rate
Year 4	\$ 80.52	+	5.0%	=	\$ 84.54	Year 4 Avg Hourly Rate

**3. Calculate estimated hours per year (Multiply estimate % each year by total hours)**

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	80.00%	*	206.0	=	164.8	Estimated Hours Year 1
Year 2	20.00%	*	206.0	=	41.2	Estimated Hours Year 2
Year 3	0.00%	*	206.0	=	0.0	Estimated Hours Year 3
Year 4	0.00%	*	206.0	=	0.0	Estimated Hours Year 4
Year 5	0.00%	*	206.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	206.0	

**4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)**

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$ 69.55	*	165	=	\$ 11,462.53	Estimated Hours Year 1
Year 2	\$ 73.03	*	41	=	\$ 3,008.91	Estimated Hours Year 2
Year 3	\$ 76.68	*	0	=	\$ -	Estimated Hours Year 3
Year 4	\$ 80.52	*	0	=	\$ -	Estimated Hours Year 4
Year 5	\$ 84.54	*	0	=	\$ -	Estimated Hours Year 5
	Total Direct Labor Cost with Escalation			=	\$ 14,471.44	
	Direct Labor Subtotal before Escalation			=	\$ 14,328.16	
	Estimated total of Direct Labor Salary Increase			=	\$ 143.28	Transfer to Page 1

NOTES:

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology)
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

**BASE TASKS - COST PROPOSAL**

**15 PERCENT DESIGN PACKAGE, 30 PERCENT DESIGN PACKAGE (DRAFT),  
AND 30 PERCENT DESIGN PACKAGE (FINAL) MILESTONES**


**Certification of Direct Costs**

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Service
6. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

**Prime Consultant or Subconsultant Certifying:**

Name: Steven Wiesner Title \*: Senior Principal Engineer / Vice Presiden  
Signature :  Date of Certification (mm/dd/yyyy) 12/11/2024  
Email: [swiesner@kleinfelder.com](mailto:swiesner@kleinfelder.com) Phone Number: 209-948-1345  
Address: 2001 Arch-Airport Road, Suite 100, Stockton, CA 95206

\*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Geotechnical investigation and laboratory testing.



**BASE TASKS - COST PROPOSAL**

**15 PERCENT DESIGN PACKAGE, 30 PERCENT DESIGN PACKAGE (DRAFT),  
AND 30 PERCENT DESIGN PACKAGE (FINAL) MILESTONES**

Prime Consultant  Subconsultant  2nd Tier Subconsultant

Note: Mark-ups are Not Allowed

Consultant Alta Planning + Design, Inc.

Contract No. CV-PS-24-003

Date 12/4/2024

**DIRECT LABOR**

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Principal-in-Charge	Vincent Hellens*	8	\$94.23	\$753.84
Project Manager	Brian Burchfield*	36	\$67.59	\$2,433.24
Traffic Lead	Matt Fralick*	52	\$61.61	\$3,203.72
Traffic Engineer	Max Scheideman	72	\$51.25	\$3,690.00
Project Accountant	Kirsten Clausen	10	\$43.67	\$436.70

**LABOR COSTS**

a) Subtotal Direct Labor Costs	\$10,517.50
b) Anticipated Salary Increases (see page 2 for calculations)	\$0.00
<b>c) TOTAL DIRECT LABOR COSTS [(a) + (b)]</b>	<b>\$10,517.50</b>

**INDIRECT COSTS**

d) Fringe Benefits (Rate: <u>70.60%</u> )	Total Fringe Benefits [(c) x (d)]	\$ 7,425.36
f) Overhead (Rate: <u>120.00%</u> )	g) Overhead [(c) x (f)]	\$ 12,621.00
h) General and Administrative (Rate: <u>0.00%</u> )	General & Admin [(c) x (h)]	\$ -
<b>j) TOTAL INDIRECT COSTS [(e) + (g) + (i)]</b>		<b>\$20,046.36</b>

<b>FIXED FEE</b>	<b>k) TOTAL FIXED FEE [(c) + (j)] x fixed fee <u>10.00%</u></b>	<b>\$3,056.39</b>
------------------	-----------------------------------------------------------------	-------------------

**l) CONSULTANT'S OTHER DIRECT COSTS (ODC) – ITEMIZE (Add additional pages if necessary)**

Description of Item	Quantity	Unit	Unit Cost	Total
Reimbursable Expenses			\$0	\$0
Equipment Rental and Supplies			\$0	\$0
Permit Fees			\$0	\$0
Plan Sheets			\$0	\$0
Test			\$0	\$0

<b>l) TOTAL OTHER DIRECT COSTS</b>	<b>\$0</b>
------------------------------------	------------

**m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)**

Subconsultant 1:	\$0
Subconsultant 2:	\$0
Subconsultant 3:	\$0
Subconsultant 4:	\$0
Subconsultant 5:	\$0

<b>m) TOTAL SUBCONSULTANTS' COSTS</b>	<b>\$0</b>
---------------------------------------	------------

<b>n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l)+(m)]</b>	<b>\$0</b>
-----------------------------------------------------------------------	------------

<b>TOTAL COST [(c) + (j) + (k) + (n)]</b>	<b>\$33,620</b>
-------------------------------------------	-----------------

NOTES:

1. Key personnel **must** be marked with an asterisk (\*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (\*\*). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
3. Anticipated salary increases calculation (page 2) must accompany.

EXHIBIT 10-H1 COST PROPOSAL PAGE 2 OF 3

**ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS**  
(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal	=	Avg Hourly Rate	5 Year Contract Duration
\$10,517.50	177.7	=	\$59.19	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation)

	Avg Hourly Rate	+	Proposed Escalation	=		
Year 1	\$59.19	+	5%	=	\$62.15	Year 2 Avg Hourly Rate
Year 2	\$62.15	+	5%	=	\$65.25	Year 3 Avg Hourly Rate
Year 3	\$65.25	+	5%	=	\$68.52	Year 4 Avg Hourly Rate
Year 4	\$68.52	+	5%	=	\$71.94	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year	*	Total Hours per Cost Proposal	=	Total Hours per Year	
Year 1	100.00%	*	177.7	=	177.7	Estimated Hours Year 1
Year 2	0.00%	*	177.7	=	0.0	Estimated Hours Year 2
Year 3	0.00%	*	177.7	=	0.0	Estimated Hours Year 3
Year 4	0.00%	*	177.7	=	0.0	Estimated Hours Year 4
Year 5	0.00%	*	177.7	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	177.7	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)	*	Estimated hours (calculated above)	=	Cost per Year	
Year 1	\$59.19	*	178	=	\$10,517.50	Estimated Hours Year 1
Year 2	\$62.15	*	0	=	\$0.00	Estimated Hours Year 2
Year 3	\$65.25	*	0	=	\$0.00	Estimated Hours Year 3
Year 4	\$68.52	*	0	=	\$0.00	Estimated Hours Year 4
Year 5	\$71.94	*	0	=	\$0.00	Estimated Hours Year 5
Total Direct Labor Cost with Escalation				=	\$10,517.50	
Direct Labor Subtotal before Escalation				=	\$10,517.50	
Estimated total of Direct Labor Salary Increase				=	\$0.00	Transfer to Page 1

NOTES:

- 1 This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
- 2 An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology)
- 3 This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
- 4 Calculations for anticipated salary escalation must be provided.

EXHIBIT 10-H1 COST PROPOSAL Page 3 of 3

**Certification of Direct Costs:**


I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. [Title 23 United States Code Section 112](#) - Letting of Contracts
4. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
5. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Service
6. [48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board](#) (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement. Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

**Prime Consultant or Subconsultant Certifying:**

Name: Steven Frieson Title \*: Chief Operating Officer

Signature :  Date of Certification (mm/dd/yyyy): 02/27/2025

Email: stevenfrieson@altago.com Phone Number: (510) 540-5008

Address: 304 12th Street, Suite #2A, Oakland, CA 94607

\*An individual executive or financial officer of the consultant’s or subconsultant’s organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

SMART Design and Permitting of Puerto Suello - Base Tasks

COST PROPOSAL Page 1 OF 3  
COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS  
 (DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed       Prime Consultant       Subconsultant       2nd Tier Subconsultant

Consultant Cinquini & Passarino, Inc.

Project No. \_\_\_\_\_ Contract No. \_\_\_\_\_ Date 4/1/2024

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Principal Professional Land Surveyor	Anthony Cinquini		\$99.04	\$0.00
Principal Professional Land Surveyor	James Dickey	25	\$99.04	\$2,476.00
Professional Land Surveyor	TBD		\$70.80	\$0.00
Professional Land Surveyor	Andrew Jetson-Diehl	8	\$51.02	\$408.16
Staff Surveyor	TBD	8	\$46.62	\$372.96
Staff Surveyor	Tyler Noland		\$29.16	\$0.00
Staff Survey Technician III	Jeff Meyer	60	\$52.81	\$3,168.60
Party Chief**	TBD	54	\$58.49	\$3,158.46
Chainman**	TBD	54	\$51.02	\$2,755.08

LABOR COSTS Total Hours 209

a) Subtotal Direct Labor Costs	\$12,339.26
b) Anticipated Salary Increases (see page 2 for calculation)	<u>\$0.00</u>
c) TOTAL DIRECT LABOR COSTS [(a) + (b)]	<u>\$12,339.26</u>

INDIRECT COSTS

d) Fringe Benefits (Rate: <u>87.31%</u> )	e) Total Fringe Benefits [(c) x (d)]	<u>10773.40791</u>
f) Facilities Capital Cost of Money (Rate: <u>1.53%</u> )	g) Overhead [(c) x (f)]	<u>\$188.79</u>
h) General and Administrative (Rate: <u>92.49%</u> )	i) Gen & Admin [(c) x (h)]	<u>\$11,412.58</u>
j) TOTAL INDIRECT COSTS [(e) + (g) + (i)]		<u>\$22,374.78</u>

FIXED FEE (Rate: 10.00%) k) TOTAL FIXED FEE [(c) + (j)] x (q) \$3,471.40

**l) CONSULTANT'S OTHER DIRECT COSTS (ODC) – ITEMIZE (Add additional pages if necessary)**

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs	0	mile		\$0.00
Reproduction	0	lump sum		\$0.00
Special Deliveries	0	each		\$0.00

l) TOTAL OTHER DIRECT COSTS \$0.00

**m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)**

**m) TOTAL SUBCONSULTANTS' COSTS** \$ -

n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l)+(m)] \$0.00

TOTAL COST [(c) + (j) + (k) + (n)] \$38,185.44

NOTES:

- Key personnel must be marked with an asterisk (\*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (\*\*). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
- Anticipated salary increases calculation (page 2) must accompany.

COST PROPOSAL Page 2 of 3  
COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS  
(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor <u>Subtotal</u> per Cost Proposal \$12,339.26	Total Hours per Cost Proposal 209	=	Avg Hourly Rate 59.03952153	5 Year Contract Duration Year 1 Avg Hourly Rate
------------------------------------------------------------------	-----------------------------------------	---	-----------------------------------	-------------------------------------------------------

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$59.04	+	4.0%	=	61.40110239	Year 2 Avg Hourly Rate
Year 2	\$61.40	+	4.0%	=	\$63.86	Year 3 Avg Hourly Rate
Year 3	\$63.86	+	4.0%	=	\$66.41	Year 4 Avg Hourly Rate
Year 4	\$66.41	+	4.0%	=	\$69.07	Year 5 Avg Hourly Rate
Year 5	\$69.07	+	4.0%	=	\$71.83	Year 6 Avg Hourly Rate
Year 6	\$71.83	+	4.0%	=	\$74.70	Year 7 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	100.00%	*	209.0	=	209.0	Estimated Hours Year 1
Year 2	0.00%	*	209.0	=	0.0	Estimated Hours Year 2
Year 3	0.00%	*	209.0	=	0.0	Estimated Hours Year 3
Year 4	0.00%	*	209.0	=	0.0	Estimated Hours Year 4
Year 5	0.00%	*	209.0	=	0.0	Estimated Hours Year 5
Year 6	0.00%	*	209.0	=	0.0	Estimated Hours Year 6
Total	100%		Total	=	209.0	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$59.04	*	209.0	=	\$12,339.26	Estimated Hours Year 1
Year 2	\$61.40	*	0.0	=	\$0.00	Estimated Hours Year 2
Year 3	\$63.86	*	0.0	=	\$0.00	Estimated Hours Year 3
Year 4	\$66.41	*	0.0	=	\$0.00	Estimated Hours Year 4
Year 5	\$69.07	*	0.0	=	\$0.00	Estimated Hours Year 5
Year 6	\$71.83	*	0.0	=	\$0.00	Estimated Hours Year 6
	Total Direct Labor Cost with Escalation			=	\$12,339.26	
	Direct Labor Subtotal before Escalation			=	\$12,339.26	
	Estimated total of Direct Labor Salary Increase			=	\$0.00	Transfer to Page 1

- NOTES:
1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
  2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology)
  3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
  4. Calculations for anticipated salary escalation must be provided.

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

- 1 Generally Accepted Accounting Principles (GAAP)
- 2 Terms and conditions of the contract
- 3 Title 23 United States Code Section 112 - Letting of Contracts
- 4 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
- 5 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Service
- 6 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Jim Dickey Title \*: President

Signature :  Date of Certification (mm/dd/yyyy): 12/12/2024

Email: [jdickey@cinquinipassarino.com](mailto:jdickey@cinquinipassarino.com) Phone Number: (707) 542-6268

Address: 1360 N. Dutton Avenue, Ste 150, Santa Rosa, California 95401

**\*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.**

List services the consultant is providing under the proposed contract:

**BASE TASKS - COST PROPOSAL**

**15% DESIGN PACKAGE, 30% DESIGN PACKAGE**

Professional Engineering Services for Puerto Suello Non-Motorized Pedestrian Trail – Switchback Retaining Wall

Note: Mark-ups are Not Allowed

Prime Consultant  Subconsultant  2nd Tier Subconsultant

Consultant Cornerstone Structural Engineering Group  
 Project No. BRLS-5456(016) Contract No. \_\_\_\_\_ Date February 3, 2025  
 Project Name: Professional Engineering Services for Puerto Suello Non-Motorized Pedestrian T

**DIRECT LABOR**

Classification/Title	Name	Hours	Range	Actual Hourly Rate	Total
Senior Principal	S. Cullers	34	88.00 - 98.00	\$ 90.58	\$ 3,079.72
Associate	B. Zermeno	92	59.00 - 70.00	\$ 75.58	\$ 6,953.36
Project Engineer		160	52.00 - 61.00	\$ 56.50	\$ 9,040.00
Staff Engineer	0	160	43.00 - 51.00	\$ 47.00	\$ 7,520.00
Structural Designer II	0	80	39.00 - 47.00	\$ 43.00	\$ 3,440.00
Structural Designer I	0	0	36.00 - 42.00	\$ 39.00	\$ -
Junior Engineer	0	0	31.00 - 37.00	\$ 34.00	\$ -
Senior Principal	0	0	85.00 - 125.00	\$ -	\$ -
Principal		0	82.00 - 115.00	\$ -	\$ -
Senior Associate		0	75.00 - 85.00	\$ -	\$ -
Associate		0	67.00 - 78.00	\$ -	\$ -
Senior Engineer		0	57.00 - 69.00	\$ -	\$ -
Project Engineer		0	49.00 - 59.00	\$ -	\$ -
Staff Engineer		0	43.00 - 52.00	\$ -	\$ -
Structural Designer II		0	39.00 - 46.00	\$ -	\$ -
Structural Designer I		0	36.00 - 41.00	\$ -	\$ -
Junior Engineer		0	25.00 - 35.00	\$ -	\$ -
Total Hours		526			

**LABOR COSTS**

a) Subtotal Direct Labor Costs	\$ 30,033.08
b) Anticipated Salary Increases	\$ -
<b>c) TOTAL DIRECT LABOR COSTS [(a) + (b)]</b>	<b>\$ 30,033.08</b>

**INDIRECT COSTS**

d) Fringe Benefits %	103.13%	e) Total Fringe Benefits [(c) x (d)]	\$ 30,973.12
f) Overhead%	48.51%	g) Overhead [(c) x (f)]	\$ 14,569.05
h) General and Administrative%	41.56%	i) Gen & Admin [(c) x (h)]	\$ 12,481.75
<b>j) TOTAL INDIRECT COSTS [(e) + (g) + (i)]</b>			<b>\$ 58,023.91</b>

**FIXED FEE**

k) TOTAL FIXED FEE [(c) + (j)] x fixed fee 10% \$ 8,805.70

**l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)**

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs	0	mi	\$ 0.66	\$ -
Equipment Rental and Supplies	0	ea	\$ 350.00	\$ -
Printing	450	ea	\$ 0.10	\$ 45.00
Plan Sheets (Bond)	0	sf	\$ 1.50	\$ -
Plan Sheets (Mylar)	0	sf	\$ 3.00	\$ -

**l) TOTAL OTHER DIRECT COSTS** \$ 45.00  
**m) TOTAL SUBCONSULTANTS' COSTS** \$ -

**n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l)+(m)]** \$ 45.00  
**TOTAL COST [(c) + (j) + (k) + (n)]** **\$ 96,907.69**

**NOTES:**

- Key personnel **must** be marked with an asterisk (\*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (\*\*). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
- Anticipated salary increases calculation (page 2) must accompany.

**BASE TASKS - COST PROPOSAL**

**15% DESIGN PACKAGE, 30% DESIGN PACKAGE**

(Calculations for Anticipated Salary Increases)

Consultant Cornerstone Structural Engineering Group  
 Project No. BRLS-5456(016) Contract No. \_\_\_\_\_ Date February 3, 2025  
 Project Name: Professional Engineering Services for Puerto Suello Non-Motorized Pedestrian T

**1. Calculate average hourly rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)**

Direct Labor		Total Hours per Cost		Avg Hourly Rate	<b>5 Year Contract Duration</b>
<u>Subtotal per</u>		<u>Proposal</u>			
Cost Proposal					
\$ 30,033.08	/	526	=	\$57.10	Year 1 Avg Hourly Rate

**2. Calculate hourly rate for all years (Increase the Average hourly rate for a year by proposed escalation %)**

	Avg Hourly Rate		Proposed Escalation		
Year 2	\$57.10	+	5%	=	\$59.95 Year 2 Avg Hourly Rate
Year 3	\$59.95	+	5%	=	\$62.95 Year 3 Avg Hourly Rate
Year 4	\$62.95	+	5%	=	\$66.10 Year 4 Avg Hourly Rate
Year 5	\$66.10	+	5%	=	\$69.40 Year 5 Avg Hourly Rate

**3. Calculate estimated hours per year (Multiply estimate % each year by total hours)**

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	100%	*	526	=	526	Estimated Hours Year 1
Year 2	0%	*	526	=	0	Estimated Hours Year 2
Year 3	0%	*	526	=	0	Estimated Hours Year 3
Year 4	0%	*	526	=	0	Estimated Hours Year 4
Year 5	0%	*	526	=	0	Estimated Hours Year 5
Total	<u>100%</u>		Total	=	<u>526</u>	

**4. Calculate Total Costs including Escalation (multiply average hourly rate by the number of hours)**

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$57.10	*	526	= \$	30,033.08	Estimated Cost Year 1
Year 2	\$59.95	*	0	= \$	-	Estimated Cost Year 2
Year 3	\$62.95	*	0	= \$	-	Estimated Cost Year 3
Year 4	\$66.10	*	0	= \$	-	Estimated Cost Year 4
Year 5	\$69.40	*	0	= \$	-	Estimated Cost Year 5
Total Direct Labor Cost with Escalation				= \$	30,033.08	
Direct Labor Subtotal before escalation				= \$	30,033.08	
Estimated total of Direct Labor Salary Increase				= \$	-	Transfer to Page 1

NOTES:

- 1 This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
- 2 An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x 5yrs= \$25,000 is not an acceptable methodology.)
- 3 This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
- 4 Calculations for anticipated salary escalation must be provided



**BASE TASKS - COST PROPOSAL**

Consultant Cornerstone Structural Engineering Group  
Project No. BRLS-5456(016) Contract No. \_\_\_\_\_  
Project Name: Professional Engineering Services for Puerto Suello Non-Motorized Pedestrian T

Date February 3, 2025

**Certification of Direct Costs:**

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:


- 1. Generally Accepted Accounting Principles (GAAP)
- 2. Terms and conditions of the contract
- 3. [Title 23 United States Code Section 112](#) - Letting of Contracts
- 4. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
- 5. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Service
- 6. [48 Code of Federal Regulations Part 9904](#) - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

**Prime Consultant or Subconsultant Certifying:**

Name: Shawn M. Cullers Title\*: President

Signature:  Date of Certification (mm/dd/yyyy): 2/3/2025

Email: scullers@cseg.com Phone Number 559-320-3200

Address: 986 W. Alluvial Avenue, Suite 201 Fresno CA 93711

\*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List Services the consultant is providing under the proposed contract:

See scope of work dated December 9, 2024; Revised February 3, 2025

**OPTIONAL TASKS - COST PROPOSAL**

**50 PERCENT DESIGN PACKAGE, 75 PERCENT DESIGN PACKAGE, 90 PERCENT DESIGN PACKAGE, AND THE ISSUED FOR CONSTRUCTION (IFC) DESIGN PACKAGE MILESTONES**

Note: Mark-ups are Not Allowed

Consultant BKF Engineers Contract No. CV-PS-24-003 Date 12/17/2024

**DIRECT LABOR**

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Principal	Jason Kirchmann	85	\$124.40	\$10,573.72
Project Executive	Becky Dower	276	\$97.03	\$26,780.63
Senior Project Engineer	Varies	-	\$65.24	\$0.00
Project Engineer	Varies	156	\$59.33	\$9,255.48
Design Engineer	Varies	309	\$44.57	\$13,772.13
Project Assistant	Varies	53	\$40.53	\$2,148.09

LABOR COSTS

a) Subtotal Direct Labor Costs	\$62,530.04
b) Anticipated Salary Increases (see page 2 for calculation)	\$3,799.09
c) TOTAL DIRECT LABOR COSTS [(a) + (b)]	\$66,329.13

INDIRECT COSTS

d) Fringe Benefits (Rate: _____) e) Total Fringe Benefits [(c) x (d)]	\$0.00
f) Overhead (Rate: 195.00%) g) Overhead [(c) x (f)]	\$129,341.81
h) General and Administrative (Rate: _____) i) Gen & Admin [(c) x (h)]	\$0.00
j) TOTAL INDIRECT COSTS [(e) + (g) + (i)]	\$129,341.81

FIXED FEE 10.00%	k) TOTAL FIXED FEE [(c) + (j)] x (q)	\$19,567.09
------------------	--------------------------------------	-------------

I) CONSULTANT'S OTHER DIRECT COSTS (ODC) – ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs	300	miles	\$0.56	\$168.00
Equipment Rental and Supplies				\$0.00
Permit Fees				\$0.00
Plan Sheets	1200	sf	\$2.16	\$2,592.00
Test				\$0.00
I) TOTAL OTHER DIRECT COSTS				\$2,760.00

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

WRA	\$ 149,111.08
Cornerstone Structural Engineering Group	\$ 374,014.24
Alta	\$ 61,403.00
m) TOTAL SUBCONSULTANTS' COSTS	\$ 584,528.32

n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(I)+(m)]	\$587,288.32
----------------------------------------------------------------	--------------

TOTAL COST [(c) + (j) + (k) + (n)]	\$802,526.35
------------------------------------	--------------

NOTES.

- Key personnel must be marked with an asterisk (\*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (\*\*). All costs must comply with the Federal cost principles. Prime Consultants shall include a cost proposal for all Subconsultants.
- The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
- Anticipated salary increases calculation (page 2) must accompany.

**SAMPLE COST PROPOSAL**  
**LUMP SUM CONTRACTS**  
(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

<u>Direct Labor Subtotal</u> per Cost Proposal \$62,530.04	Total Hours per Cost Proposal 879	=	Avg Hourly Rate \$71.14	5 Year Contract Duration Year 1 Avg Hourly Rate
------------------------------------------------------------------	-----------------------------------------	---	-------------------------------	-------------------------------------------------------

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$71.14	+	5.0%	=	\$74.69	Year 2 Avg Hourly Rate
Year 2	\$74.69	+	5.0%	=	\$78.43	Year 3 Avg Hourly Rate
Year 3	\$78.43	+	5.0%	=	\$82.35	Year 4 Avg Hourly Rate
Year 4	\$82.35	+	5.0%	=	\$86.47	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	5.00%	*	879.0	=	44.0	Estimated Hours Year 1
Year 2	75.00%	*	879.0	=	659.3	Estimated Hours Year 2
Year 3	15.00%	*	879.0	=	131.9	Estimated Hours Year 3
Year 4	5.00%	*	879.0	=	44.0	Estimated Hours Year 4
Year 5	0.00%	*	879.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	879.0	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$71.14	*	44.0	=	\$3,126.50	Estimated Hours Year 1
Year 2	\$74.69	*	659.3	=	\$49,242.41	Estimated Hours Year 2
Year 3	\$78.43	*	131.9	=	\$10,340.91	Estimated Hours Year 3
Year 4	\$82.35	*	44.0	=	\$3,619.32	Estimated Hours Year 4
Year 5	\$86.47	*	0.0	=	\$0.00	Estimated Hours Year 5
	Total Direct Labor Cost with Escalation			=	\$66,329.13	
	Direct Labor Subtotal before Escalation			=	\$62,530.04	
	Estimated total of Direct Labor Salary Increase			=	\$3,799.09	Transfer to Page 1

**NOTES:**

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable.  
(i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology)
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.


Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. [Title 23 United States Code Section 112](#) - Letting of Contracts
4. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
5. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration
6. [48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board](#) - (when

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project

Prime Consultant or Subconsultant Certifying:

Name: Jason Kirchmann Title \*: Principal / Vice President  
Signature :  Date of Certification (mm/dd/yyyy): 3/5/2025  
Email: [jkirchmann@bkf.com](mailto:jkirchmann@bkf.com) Phone Number: 415-930-7964  
Address: 810 Fifth St, Ste 240, San Rafael, CA 94901

\*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice

List services the consultant is providing under the proposed contract:

Engineering and Environmental Permitting

**BASE TASKS - COST PROPOSAL** PAGE 1 OF 3

**50 PERCENT DESIGN PACKAGE, 75 PERCENT DESIGN PACKAGE, 90 PERCENT DESIGN PACKAGE, AND THE ISSUED FOR CONSTRUCTION (IFC) PERCENT DESIGN PACKAGE MILESTONES**

Note: Mark-ups are Not Allowed

Prime Consultant     
  Subconsultant     
  2nd Tier Subconsultant

Consultant **WRA, Inc.**

Project No.:

Contract No. CV-PS-24-003

Date: 12/12/2024

**DIRECT LABOR**

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Principal Ecologist	Leslie Allen	39	\$86.04	\$3,355.56
Senior Associate	Bernhard Warzecha	69	\$63.75	\$4,398.75
Senior Associate	[classification]	19	\$63.56	\$1,207.64
Associate	[classification]	84	\$52.31	\$4,394.04
Associate Landscape Architect	[classification]	4	\$51.24	\$204.96
Senior Scientist	[classification]	9	\$47.53	\$427.77
Scientist	[classification]	10	\$39.70	\$397.00
Senior Technician	[classification]	41	\$35.11	\$1,439.51
Technician	[classification]	71	\$32.07	\$2,276.97
Clerical	[classification]	10	\$41.69	\$416.90
		356		

**LABOR COSTS**

a) Subtotal Direct Labor Costs	\$18,519.10
b) Anticipated Salary Increases (see page 2 for sample)	\$1,666.19
<b>c) TOTAL DIRECT LABOR COSTS [(a) + (b)]</b>	<b>\$20,185.29</b>

**INDIRECT COSTS**

d) Fringe Benefits (Rate: <u>82.09%</u> )	e) Total Fringe Benefits [(c) x (d)]	\$16,570.10
f) Overhead (Rate: <u>0.00%</u> )	g) Overhead [(c) x (f)]	\$0.00
h) General and Administrative (Rate: <u>122.09%</u> )	i) Gen & Admin [(c) x (h)]	\$24,644.22
	<b>j) TOTAL INDIRECT COSTS [(e) + (g) + (i)]</b>	<b>\$41,214.33</b>

**FIXED FEE**

<b>k) TOTAL FIXED PROFIT [(c) + (j)] x fixed fee</b>	10.00%	<b>\$6,139.96</b>
------------------------------------------------------	--------	-------------------

**l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZED**

Description	Quantity	Unit	Unit Cost	Total
Mileage Costs	150	miles	\$0.670	\$100.50
Equipment Rental (GPS)	3	each	\$150.000	\$450.00
Parking/Tolls	4	each	\$7.00	\$28.00
Plan Sheets				\$0.00
Test				\$0.00
<b>TOTAL OTHER DIRECT COSTS</b>				<b>\$578.50</b>

**m) SUBCONSULTANT'S COSTS**

Subconsultant 1	Rincon	\$80,993.00
Subconsultant 2		
<b>TOTAL SUBCONSULTANT'S COSTS</b>		<b>\$80,993.00</b>

<b>n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l)+(m)]</b>	<b>\$81,571.50</b>
-----------------------------------------------------------------------	--------------------

<b>TOTAL COST [(c) + (j) + (k) + (n)]</b>	<b>\$149,111.08</b>
-------------------------------------------	---------------------

NOTES:

- Key personnel **must** be marked with an asterisk (\*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (\*\*). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
- Anticipated salary increases calculation (page 2) must accompany.

**EXHIBIT 10-H1 COST PROPOSAL** PAGE 2 OF 3  
**COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS**  
 (DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

**1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)**

Direct Labor <u>Subtotal</u> per Cost Proposal	Total Hours per Cost Proposal	=	Avg Hourly Rate	5 Year Contract Duration
\$18,519.10	356	=	\$52.02	Year 1 Avg Hourly Rate

**2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)**

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$52.02	+	3.5%	=	\$53.84	Year 2 Avg Hourly Rate
Year 2	\$53.84	+	3.5%	=	\$55.73	Year 3 Avg Hourly Rate
Year 3	\$55.73	+	3.5%	=	\$57.68	Year 4 Avg Hourly Rate
Year 4	\$57.68	+	3.5%	=	\$59.69	Year 5 Avg Hourly Rate
Year 4	\$59.69	+	3.5%	=	\$61.78	Year 5 Avg Hourly Rate

**3. Calculate estimated hours per year (Multiply estimate % each year by total hours)**

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	0.00%	*	356.0	=	0.0	Estimated Hours Year 1
Year 2	0.00%	*	356.0	=	0.0	Estimated Hours Year 2
Year 3	50.00%	*	356.0	=	178.0	Estimated Hours Year 3
Year 4	50.00%	*	356.0	=	178.0	Estimated Hours Year 4
Year 5	0.00%	*	356.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	356.0	

**4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)**

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$52.02	*	0	=	\$0.00	Estimated Hours Year 1
Year 2	\$53.84	*	0	=	\$0.00	Estimated Hours Year 2
Year 3	\$55.73	*	178	=	\$9,919.06	Estimated Hours Year 3
Year 4	\$57.68	*	178	=	\$10,266.23	Estimated Hours Year 4
Year 5	\$59.69	*	0	=	\$0.00	Estimated Hours Year 5
	Total Direct Labor Cost with Escalation			=	\$20,185.29	
	Direct Labor Subtotal before Escalation			=	\$18,519.10	
	Estimated total of Direct Labor Salary Increase			=	<b>\$1,666.19</b>	Transfer to Page 1

NOTES:

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology)
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

**Certification of Direct Costs:**

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:


1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. [Title 23 United States Code Section 112](#) - Letting of Contracts
4. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
5. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Service
6. [48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board](#) (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

**Prime Consultant or Subconsultant Certifying:**

Name: Bianca McCarron Title \*: Vice President, Finance

Signature :  Date of Certification (mm/dd/yyyy): 12/12/2024

Email: mccarron@wra-ca.com Phone Number: 415-454-8868

Address: 2169-G East Francisco Blvd, San Rafael, CA 94901

\*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Environmental Consulting
--------------------------

**OPTIONAL TASKS - COST PROPOSAL**

**50 PERCENT DESIGN PACKAGE, 75 PERCENT DESIGN PACKAGE, 90 PERCENT DESIGN PACKAGE, AND THE ISSUED FOR CONSTRUCTION (IFC) PERCENT DESIGN PACKAGE MILESTONES**

Note: Mark-ups are Not Allowed  
 Consultant Rincon Consultants, Inc.

Prime Consultant  Subconsultant

2nd Tier Subconsultant

Contract No. CV-PS-24-003

Date 12/11/2024

**DIRECT LABOR**

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Principal		34	\$94.30	\$3,206.20
Senior Archaeologist I		4	\$61.35	\$245.40
Senior Planner I		116	\$54.69	\$6,344.04
Archaeologist II		8	\$37.25	\$298.00
GIS/CADD Specialist I		0	\$40.08	\$0.00
GIS/CADD Specialist II		7	\$39.68	\$277.76
Technical Editor		0	\$28.55	\$0.00
Planner IV		151	\$45.51	\$6,872.01
Planner II		131	\$37.74	\$4,943.94

**LABOR COSTS**

a) Subtotal Direct Labor Costs	\$22,187.35
b) Anticipated Salary Increases (see page 2 for calculation)	\$1,339.17
<b>c) TOTAL DIRECT LABOR COSTS [(a) + (b)]</b>	<b>\$23,526.52</b>

**INDIRECT COSTS**

d) Fringe Benefits (Rate: <u>97.41%</u> )	e) Total Fringe Benefits [(c) x (d)]	\$22,917.19
f) Overhead (Rate: <u>101.80%</u> )	g) Overhead [(c) x (f)]	\$23,950.00
h) General and Administrative (Rate: <u>0.00%</u> )	i) Gen & Admin [(c) x (h)]	\$0.00
<b>j) Total Indirect Costs [(e) + (g) + (i)]</b>		<b>\$46,867.19</b>

**FIXED FEE**

o) (Rate: <u>10.00%</u> )	<b>k) TOTAL FIXED PROFIT [(e) + (j)] x (o)]</b>	<b>\$7,039.37</b>
---------------------------	-------------------------------------------------	-------------------

**l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)**

Description of item	Quantity	Unit(s)	Unit Cost	Total
Filing Fees & Newspaper Notices	1	Unit	\$3,559.75	\$3,559.75
<b>l) TOTAL OTHER DIRECT COSTS</b>				<b>\$3,559.75</b>

**m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)**

Subconsultant 1:	\$0.00
Subconsultant 2:	\$0.00
Subconsultant 3:	\$0.00
<b>m) TOTAL SUBCONSULTANT'S COSTS</b>	<b>\$0.00</b>

**N) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)]** \$3,560.00

**TOTAL COST [(c) + (j) + (k) + (n)]** \$80,993.00

**NOTES:**

- Key personnel **must** be marked with an asterisk (\*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (\*\*). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
- Anticipated salary increases calculation (page 2) must accompany.



**OPTIONAL TASKS - COST PROPOSAL**

**50 PERCENT DESIGN PACKAGE, 75 PERCENT DESIGN PACKAGE, 90 PERCENT DESIGN PACKAGE, AND THE ISSUED FOR CONSTRUCTION (IFC) PERCENT DESIGN PACKAGE MILESTONES**

Consultant Rincon Consultants, Inc. tract No. CV-PS-24-003 Date 12/11/2024

**1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)**

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal	=	Avg Hourly Rate	<b>5 Year Contract Duration</b>
\$22,187.35	451	=	\$49.20	Year 1 Avg Hourly Rate

**2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)**

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$49.20	+	3.5%	=	\$50.92	Year 2 Avg Hourly Rate
Year 2	\$50.92	+	3.5%	=	\$52.70	Year 3 Avg Hourly Rate
Year 3	\$52.70	+	3.5%	=	\$54.54	Year 4 Avg Hourly Rate
Year 4	\$54.54	+	3.5%	=	\$56.45	Year 5 Avg Hourly Rate

**3. Calculate estimated hours per year (Multiply estimate % each year by total hours)**

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	0.00%	*	451.0	=	0.0	Estimated Hours Year 1
Year 2	30.00%	*	451.0	=	135.3	Estimated Hours Year 2
Year 3	70.00%	*	451.0	=	315.7	Estimated Hours Year 3
Year 4	0.00%	*	451.0	=	0.0	Estimated Hours Year 4
Year 5	0.00%	*	451.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	451.0	

**4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)**

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$49.20	*	0	=	\$0.00	Estimated Hours Year 1
Year 2	\$50.92	*	135	=	6889.172175	Estimated Hours Year 2
Year 3	\$52.70	*	316	=	16637.3508	Estimated Hours Year 3
Year 4	\$54.54	*	0	=	0	Estimated Hours Year 4
Year 5	\$56.45	*	0	=	0	Estimated Hours Year 5
	Total Direct Labor Cost with Escalation			=	\$23,526.52	
	Direct Labor Subtotal before Escalation			=	\$22,187.35	
	Estimated total of Direct Labor Salary Increase			=	<b>\$1,339.17</b>	Transfer to Page 1

NOTES:

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology)
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

**OPTIONAL TASKS - COST PROPOSAL**

**50 PERCENT DESIGN PACKAGE, 75 PERCENT DESIGN PACKAGE, 90 PERCENT DESIGN PACKAGE, AND THE ISSUED FOR CONSTRUCTION (IFC) PERCENT DESIGN PACKAGE MILESTONES**

**Certification of Direct Costs:**

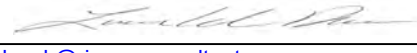
I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. [Title 23 United States Code Section 112](#) - Letting of Contracts
4. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
5. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Service
6. [48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board](#) (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

**Prime Consultant or Subconsultant Certifying:**

Name:	<u>Lacrisa Davis</u>	Title*:	<u>CFO</u>
Signature:		Date of Certification (mm/dd/yyyy):	<u>12/12/2024</u>
Email:	<u><a href="mailto:lcook@rinconconsultants.com">lcook@rinconconsultants.com</a></u>	Phone Number:	<u>805-644-4455</u>
Address:	<u>180 N. Ashwood Avenue, Ventura CA 93003</u>		

\*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

**OPTIONAL TASKS - COST PROPOSAL**

**FINAL DESIGN PACKAGE**

Professional Engineering Services for Puerto Suello Non-Motorized Pedestrian Trail – Switchback Retaining Wall

Note: Mark-ups are Not Allowed

Prime Consultant    
  Subconsultant    
  2nd Tier Subconsultant

Consultant Cornerstone Structural Engineering Group

Project No. BRLS-5456(016) Contract No. \_\_\_\_\_ Date 2/3/2025

Project Name: Professional Engineering Services for Puerto Suello Non-Motorized Pedestrian Tr

**DIRECT LABOR**

Classification/Title	Name	Hours	Range	Actual Hourly Rate	Total
Senior Principal	S. Cullers	65	88.00 - 98.00	\$ 90.58	\$ 5,887.70
Associate	B. Zermeno	210	59.00 - 70.00	\$ 75.58	\$ 15,871.80
Project Engineer		446	52.00 - 61.00	\$ 56.50	\$ 25,199.00
Staff Engineer	0	572	43.00 - 51.00	\$ 47.00	\$ 26,884.00
Structural Designer II	0	320	39.00 - 47.00	\$ 43.00	\$ 13,760.00
Structural Designer I	0	0	36.00 - 42.00	\$ 39.00	\$ -
Junior Engineer	0	0	31.00 - 37.00	\$ 34.00	\$ -
Senior Engineer	0	102	55.00 - 65.00	\$ 60.00	\$ 6,120.00
Staff Engineer	0	160	43.00 - 51.00	\$ 47.00	\$ 7,520.00
Structural Designer II		160	39.00 - 47.00	\$ 43.00	\$ 6,880.00
Senior Principal		0	88.00 - 98.00	\$ -	\$ -
Principal		0	84.00 - 93.00	\$ -	\$ -
Senior Associate		0	64.00 - 76.00	\$ -	\$ -
Associate		0	59.00 - 70.00	\$ -	\$ -
Senior Engineer		0	55.00 - 65.00	\$ -	\$ -
Project Engineer		0	52.00 - 61.00	\$ -	\$ -
Staff Engineer		0	43.00 - 51.00	\$ -	\$ -
Structural Designer II		0	39.00 - 47.00	\$ -	\$ -
Structural Designer I		0	36.00 - 42.00	\$ -	\$ -
Junior Engineer		0	31.00 - 37.00	\$ -	\$ -

Total Hours 2035

**LABOR COSTS**

a) Subtotal Direct Labor Costs	\$ 108,122.50
b) Anticipated Salary Increases	\$ 7,434.10
<b>c) TOTAL DIRECT LABOR COSTS [(a) + (b)]</b>	<b>\$ 115,556.60</b>

**INDIRECT COSTS**

d) Fringe Benefits %	103.13%	e) Total Fringe Benefits [(c) x (d)]	\$ 119,173.52
f) Overhead%	48.51%	g) Overhead [(c) x (f)]	\$ 56,056.51
h) General and Administrative%	41.56%	i) Gen & Admin [(c) x (h)]	\$ 48,025.32
<b>j) TOTAL INDIRECT COSTS [(e) + (g) + (i)]</b>			<b>\$ 223,255.35</b>

**FIXED FEE**

**k) TOTAL FIXED FEE [(c) + (j)] x fixed fee 10%** \$ 33,881.19

**l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)**

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs	780	mi	\$ 0.67	\$ 522.60
Equipment Rental and Supplies	0	ea	\$ 350.00	\$ -
Printing	650	ea	\$ 0.10	\$ 65.00
Plan Sheets (Bond)	81	sf	\$ 1.50	\$ 121.50
Plan Sheets (Mylar)	204	sf	\$ 3.00	\$ 612.00

**l) TOTAL OTHER DIRECT COSTS** \$ 1,321.10

**m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)**

**m) TOTAL SUBCONSULTANTS' COSTS** \$ -

**n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l)+(m)]** \$ 1,321.10

**TOTAL COST [(c) + (j) + (k) + (n)]** \$ 374,014.24

**NOTES:**

- Key personnel must be marked with an asterisk (\*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (\*\*). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
- Anticipated salary increases calculation (page 2) must accompany.

**OPTIONAL TASKS - COST PROPOSAL**

**FINAL DESIGN PACKAGE**

(Calculations for Anticipated Salary Increases)

Consultant Cornerstone Structural Engineering Group

Project No. BRLS-5456(016)

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

Date 2/3/2025

Project Name: Professional Engineering Services for Puerto Suello Non-Motorized Pedestrian Tr

**1. Calculate average hourly rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)**

Direct Labor Subtotal per Cost Proposal		Total Hours per Cost Proposal		Avg Hourly Rate	<b>5 Year Contract Duration</b>
\$ 108,122.50	/	2,035	=	\$53.13	Year 1 Avg Hourly Rate

**2. Calculate hourly rate for all years (Increase the Average hourly rate for a year by proposed escalation %)**

	Avg Hourly Rate		Proposed Escalation		
Year 2	\$53.13	+	5%	=	\$55.79
Year 3	\$55.79	+	5%	=	\$58.58
Year 4	\$58.58	+	5%	=	\$61.51
Year 5	\$61.51	+	5%	=	\$64.58
					Year 2 Avg Hourly Rate
					Year 3 Avg Hourly Rate
					Year 4 Avg Hourly Rate
					Year 5 Avg Hourly Rate

**3. Calculate estimated hours per year (Multiply estimate % each year by total hours)**

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	10%	*	2035	=	204	Estimated Hours Year 1
Year 2	50%	*	2035	=	1018	Estimated Hours Year 2
Year 3	35%	*	2035	=	712	Estimated Hours Year 3
Year 4	5%	*	2035	=	102	Estimated Hours Year 4
Year 5	0%	*	2035	=	0	Estimated Hours Year 5
Total	<u>100%</u>		Total	=	<u>2035</u>	

**4. Calculate Total Costs including Escalation (multiply average hourly rate by the number of hours)**

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$53.13	*	204	= \$	10,812.25	Estimated Cost Year 1
Year 2	\$55.79	*	1018	= \$	56,764.31	Estimated Cost Year 2
Year 3	\$58.58	*	712	= \$	41,721.77	Estimated Cost Year 3
Year 4	\$61.51	*	102	= \$	6,258.27	Estimated Cost Year 4
Year 5	\$64.58	*	0	= \$	-	Estimated Cost Year 5
	Total Direct Labor Cost with Escalation			= \$	115,556.60	
	Direct Labor Subtotal before escalation			= \$	108,122.50	
	Estimated total of Direct Labor Salary Increase			= \$	<b>7,434.10</b>	Transfer to Page 1

**NOTES:**

- 1 This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
- 2 An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x 5yrs= \$25,000 is not an acceptable methodology.)
- 3 This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
- 4 Calculations for anticipated salary escalation must be provided

OPTIONAL TASKS - COST PROPOSAL

Consultant Cornerstone Structural Engineering Group  
Project No. BRLS-5456(016) Contract No. \_\_\_\_\_  
Project Name: Professional Engineering Services for Puerto Suello Non-Motorized Pedestrian Tr

Date 2/3/2025

**Certification of Direct Costs:**

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:


- 1. Generally Accepted Accounting Principles (GAAP)
- 2. Terms and conditions of the contract
- 3. [Title 23 United States Code Section 112](#) - Letting of Contracts
- 4. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
- 5. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Service
- 6. [48 Code of Federal Regulations Part 9904](#) - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

**Prime Consultant or Subconsultant Certifying:**

Name: Shawn M. Cullers Title\*: President

Signature:  Date of Certification (mm/dd/yyyy): 2/3/2025

Email: scullers@cseg.com Phone Number 559-320-3200

Address: 986 W. Alluvial Avenue, Suite 201 Fresno CA 93711

\*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List Services the consultant is providing under the proposed contract:

See scope of work dated December 9, 2024; Revised February 3, 2025

**OPTIONAL TASKS - COST PROPOSAL**

**50 PERCENT DESIGN PACKAGE, 75 PERCENT DESIGN PACKAGE, 90 PERCENT DESIGN PACKAGE, AND THE ISSUED FOR CONSTRUCTION (IFC) PERCENT DESIGN PACKAGE MILESTONES**

Prime Consultant  Subconsultant  2nd Tier Subconsultant

Note: Mark-ups are Not Allowed

Consultant Alta Planning + Design, Inc.

Contract No. CV-PS-24-003 Date 12/4/2024

**DIRECT LABOR**

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Principal-in-Charge	Vincent Hellens*	14	\$94.23	\$1,319.22
Project Manager	Brian Burchfield*	73	\$67.59	\$4,934.07
Traffic Lead	Matt Fralick*	189	\$61.61	\$11,644.29
Traffic Engineer	Max Scheideman	0	\$51.25	\$0.00
Project Accountant	Kirsten Clausen	0	\$43.67	\$0.00

**LABOR COSTS**

a) Subtotal Direct Labor Costs	\$17,897.58
b) Anticipated Salary Increases (see page 2 for calculations)	\$1,338.40
<b>c) TOTAL DIRECT LABOR COSTS [(a) + (b)]</b>	<b>\$19,235.98</b>

**INDIRECT COSTS**

d) Fringe Benefits (Rate: <u>70.60%</u> )	Total Fringe Benefits [(c) x (d)]	\$13,580.60
f) Overhead (Rate: <u>120.00%</u> )	g) Overhead [(c) x (f)]	\$23,083.18
h) General and Administrative (Rate: <u>0.00%</u> )	General & Admin [(c) x (h)]	0
<b>j) TOTAL INDIRECT COSTS [(e) + (g) + (i)]</b>		<b>\$36,663.78</b>

<b>FIXED FEE</b>	<b>k) TOTAL FIXED FEE [(c) + (j)] x fixed fee <u>10.00%</u></b>	<b>\$5,589.98</b>
------------------	-----------------------------------------------------------------	-------------------

**l) CONSULTANT'S OTHER DIRECT COSTS (ODC) – ITEMIZE (Add additional pages if necessary)**

Description of Item	Quantity	Unit	Unit Cost	Total
Reimbursable Expenses			\$0	\$0
Equipment Rental and Supplies			\$0	\$0
Permit Fees			\$0	\$0
Plan Sheets			\$0	\$0
Test			\$0	\$0

<b>l) TOTAL OTHER DIRECT COSTS</b>	<b>\$0</b>
------------------------------------	------------

**m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)**

Subconsultant 1:	\$0
Subconsultant 2:	\$0
Subconsultant 3:	\$0
Subconsultant 4:	\$0
Subconsultant 5:	\$0

<b>m) TOTAL SUBCONSULTANTS' COSTS</b>	<b>\$0</b>
---------------------------------------	------------

<b>n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l)+(m)]</b>	<b>\$0</b>
-----------------------------------------------------------------------	------------

<b>TOTAL COST [(c) + (j) + (k) + (n)]</b>	<b>\$61,490</b>
-------------------------------------------	-----------------

- NOTES:
- Key personnel **must** be marked with an asterisk (\*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (\*\*). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
  - The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
  - Anticipated salary increases calculation (page 2) must accompany.

EXHIBIT 10-H1 COST PROPOSAL PAGE 2 OF 3

**ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS**  
(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal	=	Avg Hourly Rate	5 Year Contract Duration
\$17,897.58	275.625		\$64.93	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation)

	Avg Hourly Rate	+	Proposed Escalation	=		
Year 1	\$64.93		5%		\$68.18	Year 2 Avg Hourly Rate
Year 2	\$68.18		5%		\$71.59	Year 3 Avg Hourly Rate
Year 3	\$71.59		5%		\$75.17	Year 4 Avg Hourly Rate
Year 4	\$75.17		5%		\$78.93	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year	*	Total Hours per Cost Proposal	=	Total Hours per Year	
Year 1	20.00%		275.6		55.1	Estimated Hours Year 1
Year 2	40.00%		275.6		110.3	Estimated Hours Year 2
Year 3	15.00%		275.6		41.3	Estimated Hours Year 3
Year 4	25.00%		275.6		68.9	Estimated Hours Year 4
Year 5	0.00%		275.6		0.0	Estimated Hours Year 5
Total	100%		Total		275.6	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)	*	Estimated hours (calculated above)	=	Cost per Year	
Year 1	\$64.93		55		\$3,579.52	Estimated Hours Year 1
Year 2	\$68.18		110		\$7,516.98	Estimated Hours Year 2
Year 3	\$71.59		41		\$2,959.81	Estimated Hours Year 3
Year 4	\$75.17		69		\$5,179.67	Estimated Hours Year 4
Year 5	\$78.93		0		\$0.00	Estimated Hours Year 5
Total Direct Labor Cost with Escalation				=	\$19,235.98	
Direct Labor Subtotal before Escalation				=	\$17,897.58	
Estimated total of Direct Labor Salary Increase				=	<b>\$1,338.40</b>	Transfer to Page 1

NOTES:

- 1 This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
- 2 An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology)
- 3 This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
- 4 Calculations for anticipated salary escalation must be provided.

EXHIBIT 10-H1 COST PROPOSAL Page 3 of 3

**Certification of Direct Costs:**

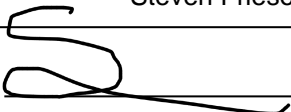
I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. [Title 23 United States Code Section 112](#) - Letting of Contracts
4. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
5. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Service
6. [48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board](#) (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement. Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

**Prime Consultant or Subconsultant Certifying:**

Name: Steven Frieson Title \*: Chief Operating Officer

Signature :  Date of Certification (mm/dd/yyyy): 02/27/2025

Email: stevenfrieson@altago.com Phone Number: (510) 540-5008

Address: 304 12th Street, Suite #2A, Oakland, CA 94607

\*An individual executive or financial officer of the consultant’s or subconsultant’s organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

SMART Design and Permitting of Puerto Suello - Optional Tasks



**OPTIONAL TASKS - COST PROPOSAL**  
**CONSTRUCTION SUPPORT (TIME AND MATERIALS TASKS)**

Consultant or Subconsultant

BKF Engineers

Contract No. CV-PS-24-003

Date 2/26/2025

**Fringe Benefit % (NA) + 195.00% Overhead % + General Administration % (NA) = 199.19% Combined Indirect Cost Rate (ICR) %**

**FEE % = 10.00%**  
**MULTIPLIER= 3.245**

**BILLING INFORMATION**

**CALCULATION INFORMATION**

Name/Job Title/Classification <sup>1</sup>	Hourly Billing Rates <sup>2</sup>			Effective date of hourly rate		Actual or Avg. hourly rate <sup>3</sup>	% or \$ increase	Hourly Range for Classifications Only
	Straight	OT (1.5x)	OT (2x)	From	To			
Jason Kirchmann*	\$409.53	N/A	N/A	1/1/2025	12/31/2025	\$126.20		Not Applicable
	\$430.00	N/A	N/A	1/1/2026	12/31/2026	\$132.51	5.00%	Not Applicable
	\$451.50	N/A	N/A	1/1/2027	12/31/2027	\$139.14	5.00%	Not Applicable
	\$474.08	N/A	N/A	1/1/2028	12/31/2028	\$146.09	5.00%	Not Applicable
	\$497.78	N/A	N/A	1/1/2029	12/31/2029	\$153.40	5.00%	Not Applicable
Becky Dower*	\$304.22	N/A	N/A	1/1/2025	12/31/2025	\$93.75		Not Applicable
	\$319.43	N/A	N/A	1/1/2026	12/31/2026	\$98.44	5.00%	Not Applicable
	\$335.40	N/A	N/A	1/1/2027	12/31/2027	\$103.36	5.00%	Not Applicable
	\$352.17	N/A	N/A	1/1/2028	12/31/2028	\$108.53	5.00%	Not Applicable
	\$369.78	N/A	N/A	1/1/2029	12/31/2029	\$113.95	5.00%	Not Applicable
Gordon Sweet*	\$390.02	N/A	N/A	1/1/2025	12/31/2025	\$120.19		Not Applicable
	\$409.52	N/A	N/A	1/1/2026	12/31/2026	\$126.20	5.00%	Not Applicable
	\$429.99	N/A	N/A	1/1/2027	12/31/2027	\$132.51	5.00%	Not Applicable
	\$451.49	N/A	N/A	1/1/2028	12/31/2028	\$139.13	5.00%	Not Applicable
	\$474.07	N/A	N/A	1/1/2029	12/31/2029	\$146.09	5.00%	Not Applicable
Ian Carpenter*	\$170.01	\$255.01	\$340.01	1/1/2025	12/31/2025	\$52.39		Not Applicable
	\$178.51	\$267.76	\$357.01	1/1/2026	12/31/2026	\$55.01	5.00%	Not Applicable
	\$187.43	\$281.15	\$374.86	1/1/2027	12/31/2027	\$57.76	5.00%	Not Applicable
	\$196.80	\$295.20	\$393.61	1/1/2028	12/31/2028	\$60.65	5.00%	Not Applicable
	\$206.64	\$309.96	\$413.29	1/1/2029	12/31/2029	\$63.68	5.00%	Not Applicable
Principal in Charge-Business Sector Leader	\$453.83	N/A	N/A	1/1/2025	12/31/2025	\$139.86		\$125.87 to \$153.84
	\$476.52	N/A	N/A	1/1/2026	12/31/2026	\$146.85	5.00%	\$132.16 to \$161.53
	\$500.35	N/A	N/A	1/1/2027	12/31/2027	\$154.19	5.00%	\$138.77 to \$169.61
	\$525.36	N/A	N/A	1/1/2028	12/31/2028	\$161.90	5.00%	\$145.71 to \$178.09
	\$551.63	N/A	N/A	1/1/2029	12/31/2029	\$169.99	5.00%	\$153.00 to \$186.99
Principal in Charge-Practice Leader	\$412.65	N/A	N/A	1/1/2025	12/31/2025	\$127.17		\$114.45 to \$139.88
	\$433.28	N/A	N/A	1/1/2026	12/31/2026	\$133.52	5.00%	\$120.17 to \$146.87
	\$454.95	N/A	N/A	1/1/2027	12/31/2027	\$140.20	5.00%	\$126.18 to \$154.22
	\$477.69	N/A	N/A	1/1/2028	12/31/2028	\$147.21	5.00%	\$132.49 to \$161.93
	\$501.58	N/A	N/A	1/1/2029	12/31/2029	\$154.57	5.00%	\$139.11 to \$170.03
Principal in Charge	\$375.04	N/A	N/A	1/1/2025	12/31/2025	\$115.58		\$104.02 to \$127.13
	\$393.79	N/A	N/A	1/1/2026	12/31/2026	\$121.35	5.00%	\$109.22 to \$133.49
	\$413.48	N/A	N/A	1/1/2027	12/31/2027	\$127.42	5.00%	\$114.68 to \$140.16
	\$434.16	N/A	N/A	1/1/2028	12/31/2028	\$133.79	5.00%	\$120.42 to \$147.17
	\$455.86	N/A	N/A	1/1/2029	12/31/2029	\$140.48	5.00%	\$126.44 to \$154.53
Senior Project Executive	\$341.05	N/A	N/A	1/1/2025	12/31/2025	\$105.10		\$94.59 to \$115.61
	\$358.10	N/A	N/A	1/1/2026	12/31/2026	\$110.36	5.00%	\$99.32 to \$121.39
	\$376.01	N/A	N/A	1/1/2027	12/31/2027	\$115.87	5.00%	\$104.29 to \$127.46
	\$394.81	N/A	N/A	1/1/2028	12/31/2028	\$121.67	5.00%	\$109.50 to \$133.83
	\$414.55	N/A	N/A	1/1/2029	12/31/2029	\$127.75	5.00%	\$114.97 to \$140.52
Project Executive	\$309.99	N/A	N/A	1/1/2025	12/31/2025	\$95.53		\$85.98 to \$105.08
	\$325.49	N/A	N/A	1/1/2026	12/31/2026	\$100.31	5.00%	\$90.28 to \$110.33
	\$341.77	N/A	N/A	1/1/2027	12/31/2027	\$105.32	5.00%	\$94.79 to \$115.85
	\$358.86	N/A	N/A	1/1/2028	12/31/2028	\$110.59	5.00%	\$99.53 to \$121.64
	\$376.80	N/A	N/A	1/1/2029	12/31/2029	\$116.12	5.00%	\$104.51 to \$127.73
Senior Project Manager	\$281.75	N/A	N/A	1/1/2025	12/31/2025	\$86.83		\$78.14 to \$95.51
	\$295.83	N/A	N/A	1/1/2026	12/31/2026	\$91.17	5.00%	\$82.05 to \$100.29
	\$310.63	N/A	N/A	1/1/2027	12/31/2027	\$95.72	5.00%	\$86.15 to \$105.30
	\$326.16	N/A	N/A	1/1/2028	12/31/2028	\$100.51	5.00%	\$90.46 to \$110.56
	\$342.47	N/A	N/A	1/1/2029	12/31/2029	\$105.54	5.00%	\$94.98 to \$116.09
Project Manager	\$256.18	N/A	N/A	1/1/2025	12/31/2025	\$78.95		\$71.05 to \$86.84
	\$268.99	N/A	N/A	1/1/2026	12/31/2026	\$82.89	5.00%	\$74.60 to \$91.18
	\$282.43	N/A	N/A	1/1/2027	12/31/2027	\$87.04	5.00%	\$78.33 to \$95.74
	\$296.56	N/A	N/A	1/1/2028	12/31/2028	\$91.39	5.00%	\$82.25 to \$100.53
	\$311.38	N/A	N/A	1/1/2029	12/31/2029	\$95.96	5.00%	\$86.36 to \$105.55

\* Key personnel

\*\* Subject to prevailing wage

BKF ENGINEERS

AGREEMENT NO. CV-PS-24-003

**OPTIONAL TASKS - COST PROPOSAL**  
**CONSTRUCTION SUPPORT (TIME AND MATERIALS TASKS)**

Consultant or Subconsultant

BKF Engineers

Contract No. CV-PS-24-003

Date 2/26/2025

**Fringe Benefit % (NA) + 195.00% Overhead % + General Administration % (NA) = 199.19% Combined Indirect Cost Rate (ICR) %**

**FEE % = 10.00%**  
**MULTIPLIER= 3.245**

**BILLING INFORMATION**

**CALCULATION INFORMATION**

Name/Job Title/Classification <sup>1</sup>	Hourly Billing Rates <sup>2</sup>			Effective date of hourly rate		Actual or Avg. hourly rate <sup>3</sup>	% or \$ increase	Hourly Range for Classifications Only	
	Straight	OT (1.5x)	OT (2x)	From	To				
Engineering Manager	\$232.93	N/A	N/A	1/1/2025	12/31/2025	\$71.78		\$64.60	to \$78.96
	\$244.57	N/A	N/A	1/1/2026	12/31/2026	\$75.37	5.00%	\$67.83	to \$82.91
	\$256.80	N/A	N/A	1/1/2027	12/31/2027	\$79.14	5.00%	\$71.22	to \$87.05
	\$269.64	N/A	N/A	1/1/2028	12/31/2028	\$83.09	5.00%	\$74.78	to \$91.41
	\$283.12	N/A	N/A	1/1/2029	12/31/2029	\$87.25	5.00%	\$78.52	to \$95.98
Senior Project Engineer	\$211.70	N/A	N/A	1/1/2025	12/31/2025	\$65.24		\$58.72	to \$71.76
	\$222.29	N/A	N/A	1/1/2026	12/31/2026	\$68.50	5.00%	\$61.66	to \$75.35
	\$233.40	N/A	N/A	1/1/2027	12/31/2027	\$71.93	5.00%	\$64.74	to \$79.12
	\$245.07	N/A	N/A	1/1/2028	12/31/2028	\$75.52	5.00%	\$67.98	to \$83.07
	\$257.33	N/A	N/A	1/1/2029	12/31/2029	\$79.30	5.00%	\$71.37	to \$87.22
Project Engineer	\$192.51	N/A	N/A	1/1/2025	12/31/2025	\$59.33		\$53.39	to \$65.26
	\$202.14	N/A	N/A	1/1/2026	12/31/2026	\$62.29	5.00%	\$56.06	to \$68.52
	\$212.24	N/A	N/A	1/1/2027	12/31/2027	\$65.41	5.00%	\$58.86	to \$71.95
	\$222.85	N/A	N/A	1/1/2028	12/31/2028	\$68.68	5.00%	\$61.81	to \$75.55
	\$234.00	N/A	N/A	1/1/2029	12/31/2029	\$72.11	5.00%	\$64.90	to \$79.32
Design Engineer	\$144.61	N/A	N/A	1/1/2025	12/31/2025	\$44.57		\$40.11	to \$49.02
	\$151.84	N/A	N/A	1/1/2026	12/31/2026	\$46.79	5.00%	\$42.12	to \$51.47
	\$159.44	N/A	N/A	1/1/2027	12/31/2027	\$49.13	5.00%	\$44.22	to \$54.04
	\$167.41	N/A	N/A	1/1/2028	12/31/2028	\$51.59	5.00%	\$46.43	to \$56.75
	\$175.78	N/A	N/A	1/1/2029	12/31/2029	\$54.17	5.00%	\$48.75	to \$59.58
Technician	\$165.07	N/A	N/A	1/1/2025	12/31/2025	\$50.87		\$36.48	to \$65.26
	\$173.33	N/A	N/A	1/1/2026	12/31/2026	\$53.41	5.00%	\$38.30	to \$68.52
	\$181.99	N/A	N/A	1/1/2027	12/31/2027	\$56.08	5.00%	\$40.22	to \$71.95
	\$191.09	N/A	N/A	1/1/2028	12/31/2028	\$58.89	5.00%	\$42.23	to \$75.55
	\$200.65	N/A	N/A	1/1/2029	12/31/2029	\$61.83	5.00%	\$44.34	to \$79.32
Drafter	\$123.98	N/A	N/A	1/1/2025	12/31/2025	\$38.21		\$27.39	to \$49.02
	\$130.17	N/A	N/A	1/1/2026	12/31/2026	\$40.12	5.00%	\$28.76	to \$51.47
	\$136.68	N/A	N/A	1/1/2027	12/31/2027	\$42.12	5.00%	\$30.20	to \$54.04
	\$143.52	N/A	N/A	1/1/2028	12/31/2028	\$44.23	5.00%	\$31.71	to \$56.75
	\$150.69	N/A	N/A	1/1/2029	12/31/2029	\$46.44	5.00%	\$33.29	to \$59.58
Project Assistant	\$119.50	N/A	N/A	1/1/2025	12/31/2025	\$36.83		\$33.14	to \$40.51
	\$125.47	N/A	N/A	1/1/2026	12/31/2026	\$38.67	5.00%	\$34.80	to \$42.54
	\$131.75	N/A	N/A	1/1/2027	12/31/2027	\$40.60	5.00%	\$36.54	to \$44.66
	\$138.33	N/A	N/A	1/1/2028	12/31/2028	\$42.63	5.00%	\$38.36	to \$46.90
	\$145.25	N/A	N/A	1/1/2029	12/31/2029	\$44.76	5.00%	\$40.28	to \$49.24
Engineering Assistant	\$89.85	N/A	N/A	1/1/2025	12/31/2025	\$27.69		\$24.92	to \$30.46
	\$94.35	N/A	N/A	1/1/2026	12/31/2026	\$29.07	5.00%	\$26.17	to \$31.98
	\$99.06	N/A	N/A	1/1/2027	12/31/2027	\$30.53	5.00%	\$27.47	to \$33.58
	\$104.02	N/A	N/A	1/1/2028	12/31/2028	\$32.05	5.00%	\$28.85	to \$35.26
	\$109.22	N/A	N/A	1/1/2029	12/31/2029	\$33.66	5.00%	\$30.29	to \$37.02
Senior Project Assistant	\$131.52	N/A	N/A	1/1/2025	12/31/2025	\$40.53		\$36.48	to \$44.58
	\$138.10	N/A	N/A	1/1/2026	12/31/2026	\$42.56	5.00%	\$38.30	to \$46.81
	\$145.00	N/A	N/A	1/1/2027	12/31/2027	\$44.68	5.00%	\$40.22	to \$49.15
	\$152.25	N/A	N/A	1/1/2028	12/31/2028	\$46.92	5.00%	\$42.23	to \$51.61
	\$159.86	N/A	N/A	1/1/2029	12/31/2029	\$49.26	5.00%	\$44.34	to \$54.19

\* Key personnel

\*\* Subject to prevailing wage

**CONSTRUCTION SUPPORT TIME AND MATERIALS TASKS (CONT'D)**

NOTES:

1. Key Personnel shall be marked with an asterisk (\*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (\*\*) next to their names and/or class.
2. The Cost Proposal format shall not be amended.
3. Billing rate = actual hourly rate \* (1 + Indirect Cost Rate) \* (1 + Fee). Indirect Cost Rates may be updated on an annual basis in accordance with the Consultant's annual accounting period.
4. For named employees and key personnel, enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.
5. Salaried employees and classifications shall not list OT (1.5x) and OT (2x).

**SCHEDULE OF OTHER DIRECT COST ITEMS (Add Additional Pages as Necessary)**

Description of Item	Quantity	Unit	Unit Cost		Total
Mileage	500	miles	\$	0.56	\$ 280.00
Plan Sheets	200	sf	\$	2.16	\$ 432.00
Subconsultant 2:					
Subconsultant 3:					
Subconsultant 4:					
Subconsultant 5:					

NOTES:

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

**OPTIONAL TASKS - COST PROPOSAL**

**CONSTRUCTION SUPPORT TIME AND MATERIALS TASKS (CONT'D)**

**Certification of Direct Costs:**

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

- 13. Generally Accepted Accounting Principles (GAAP)
- 14. Terms and conditions of the contract
- 15. [Title 23 United States Code Section 112](#) - Letting of Contracts
- 16. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
- 17. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Service
- 18. [48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board](#) (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

**Prime Consultant or Subconsultant Certifying:**

Name: Jason Kirchmann Title \*: Vice President

Signature :  Date of Certification (mm/dd/yyyy): 2/26/25

Email: jkirchmann@bkf.com Phone Number: 415-930-7960

Address: 810 Fifth St, Ste 240, San Rafael, CA 94901

\*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Civil Engineering and Land Surveying Construction Phase Services

**OPTIONAL TASKS - COST PROPOSAL**

**POTHOLING & CONSTRUCTION SUPPORT (TIME AND MATERIALS TASKS)**

Note: Mark-ups are Not Allowed       Prime Consultant     Subconsultant     2<sup>nd</sup> Tier Subconsultant

Consultant Cornerstone Structural Engineering Group, Inc.

Contract No. CV-PS-24-003      Date 2/26/2025

<i>For Combined Rate</i>		Fringe Benefit% + General &Administrative% =	193.20	Combined ICR%
<b>OR</b>				
<i>For Home Office Rate</i>		Fringe Benefit% + General &Administrative% =		Home Office ICR%
<i>For Field Office Rate</i>		Fringe Benefit% + General &Administrative% =		Field Office ICR%
<b>FEE (PROFIT) =</b>				10 %

**BILLING INFORMATION**

**CALCULATION INFORMATION**

Name/Job Title Classification <sup>1</sup>	Hourly Billing Rates <sup>2</sup>			Effective Date of Hourly Rate		Actual or Avg. Hourly Rate <sup>4</sup>	% Increase	Hourly Range-For (Classifications Only)
	Straight <sup>3</sup>	OT (1.5x)	OT (2X)	FROM	TO			
Shawn M. Cullers, Senior Principal*	\$ 293.07	\$ N/A	\$ N/A	01/01/2025	12/31/2025	\$ 90.87	0 %	\$ N/A - \$ N/A
	\$ 307.73	\$ N/A	\$ N/A	01/01/2026	12/31/2026	\$ 95.41	5 %	\$ N/A - \$ N/A
	\$ 323.11	\$ N/A	\$ N/A	01/01/2027	12/31/2027	\$ 100.18	5 %	\$ N/A - \$ N/A
N. Bobby Zermeno Associate	\$ 244.41	\$ N/A	\$ N/A	01/01/2025	12/31/2025	\$ 75.78	0 %	\$ N/A - \$ N/A
	\$ 256.63	\$ N/A	\$ N/A	01/01/2026	12/31/2026	\$ 79.57	5 %	\$ N/A - \$ N/A
	\$ 269.46	\$ N/A	\$ N/A	01/01/2027	12/31/2027	\$ 83.55	5 %	\$ N/A - \$ N/A
Senior Principal	\$ 338.65	\$ N/A	\$ N/A	01/01/2025	12/31/2025	\$ 105.00	0 %	\$ 85.00 - \$ 125.00
	\$ 355.58	\$ N/A	\$ N/A	01/01/2026	12/31/2026	\$ 110.25	5 %	\$ 89.25 - \$ 131.25
	\$ 373.36	\$ N/A	\$ N/A	01/01/2027	12/31/2027	\$ 115.76	5 %	\$ 93.71 - \$ 137.81
Principal	\$ 317.68	\$ N/A	\$ N/A	01/01/2025	12/31/2025	\$ 98.50	0 %	\$ 82.00 - \$ 115.00
	\$ 333.57	\$ N/A	\$ N/A	01/01/2026	12/31/2026	\$ 103.43	5 %	\$ 86.10 - \$ 120.75
	\$ 350.24	\$ N/A	\$ N/A	01/01/2027	12/31/2027	\$ 108.60	5 %	\$ 90.41 - \$ 126.79
Senior Associate	\$ 258.02	\$ N/A	\$ N/A	01/01/2025	12/31/2025	\$ 80.00	0 %	\$ 75.00 - \$ 85.00
	\$ 270.92	\$ N/A	\$ N/A	01/01/2026	12/31/2026	\$ 84.00	5 %	\$ 78.75 - \$ 89.25
	\$ 284.46	\$ N/A	\$ N/A	01/01/2027	12/31/2027	\$ 88.20	5 %	\$ 82.69 - \$ 93.71
Associate	\$ 233.83	\$ N/A	\$ N/A	01/01/2025	12/31/2025	\$ 72.50	0 %	\$ 67.00 - \$ 78.00
	\$ 245.52	\$ N/A	\$ N/A	01/01/2026	12/31/2026	\$ 76.13	5 %	\$ 70.35 - \$ 81.90
	\$ 257.79	\$ N/A	\$ N/A	01/01/2027	12/31/2027	\$ 79.93	5 %	\$ 73.87 - \$ 86.00
Senior Engineer	\$ 203.19	\$ N/A	\$ N/A	01/01/2025	12/31/2025	\$ 63.00	0 %	\$ 57.00 - \$ 69.00
	\$ 213.35	\$ N/A	\$ N/A	01/01/2026	12/31/2026	\$ 66.15	5 %	\$ 59.85 - \$ 72.45
	\$ 224.01	\$ N/A	\$ N/A	01/01/2027	12/31/2027	\$ 69.46	5 %	\$ 62.84 - \$ 76.07
Project Engineer	\$ 174.16	\$ N/A	\$ N/A	01/01/2025	12/31/2025	\$ 54.00	0 %	\$ 49.00 - \$ 59.00
	\$ 182.87	\$ N/A	\$ N/A	01/01/2026	12/31/2026	\$ 56.70	5 %	\$ 51.45 - \$ 61.95
	\$ 192.01	\$ N/A	\$ N/A	01/01/2027	12/31/2027	\$ 59.74	5 %	\$ 54.02 - \$ 65.05

(Add Pages As Necessary)

**OPTIONAL TASKS - COST PROPOSAL**

**POTHOLING & CONSTRUCTION SUPPORT (TIME AND MATERIALS TASKS)**

Note: Mark-ups are Not Allowed       Prime Consultant     Subconsultant     2<sup>nd</sup> Tier Subconsultant

Consultant Cornerstone Structural Engineering Group, Inc.

Contract No. CV-PS-24-003      Date 2/26/2025

<i>For Combined Rate</i>	Fringe Benefit% + General &Administrative%	=	193.20	Combined ICR%
<b>OR</b>				
<i>For Home Office Rate</i>	Fringe Benefit% + General &Administrative%	=		Home Office ICR%
<i>For Field Office Rate</i>	Fringe Benefit% + General &Administrative%	=		Field Office ICR%
<b>FEE (PROFIT) =</b>				<b>10 %</b>

**BILLING INFORMATION**

**CALCULATION INFORMATION**

Name/Job Title Classification <sup>1</sup>	Hourly Billing Rates <sup>2</sup>			Effective Date of Hourly Rate		Actual or Avg. Hourly Rate <sup>4</sup>	% Increase	Hourly Range-For (Classifications Only)
	Straight <sup>3</sup>	OT (1.5x)	OT (2X)	FROM	TO			
Staff Engineer	\$ 153.20	\$ N/A	\$ N/A	01/01/2025	12/31/2025	\$ 47.50	0 %	\$ 43.00 - \$ 52.00
	\$ 160.86	\$ N/A	\$ N/A	01/01/2026	12/31/2026	\$ 49.88	5 %	\$ 45.15 - \$ 54.60
	\$ 168.90	\$ N/A	\$ N/A	01/01/2027	12/31/2027	\$ 52.37	5 %	\$ 47.41 - \$ 57.33
Structural Designer 2	\$ 137.07	\$ N/A	\$ N/A	01/01/2025	12/31/2025	\$ 42.50	0 %	\$ 39.00 - \$ 46.00
	\$ 143.92	\$ N/A	\$ N/A	01/01/2026	12/31/2026	\$ 44.63	5 %	\$ 40.95 - \$ 48.30
	\$ 151.12	\$ N/A	\$ N/A	01/01/2027	12/31/2027	\$ 46.86	5 %	\$ 43.00 - \$ 50.72
Structural Designer 1	\$ 124.17	\$ N/A	\$ N/A	01/01/2025	12/31/2025	\$ 38.50	0 %	\$ 36.00 - \$ 41.00
	\$ 130.38	\$ N/A	\$ N/A	01/01/2026	12/31/2026	\$ 40.43	5 %	\$ 37.80 - \$ 43.05
	\$ 136.90	\$ N/A	\$ N/A	01/01/2027	12/31/2027	\$ 42.45	5 %	\$ 39.69 - \$ 45.20
Junior Engineer	\$ 96.76	\$ N/A	\$ N/A	01/01/2025	12/31/2025	\$ 30.00	0 %	\$ 25.00 - \$ 35.00
	\$ 101.59	\$ N/A	\$ N/A	01/01/2026	12/31/2026	\$ 31.50	5 %	\$ 32.00 - \$ 39.00
	\$ 106.67	\$ N/A	\$ N/A	01/01/2027	12/31/2027	\$ 33.08	5 %	\$ 33.00 - \$ 40.00
	\$ _____	\$ _____	\$ _____	01/01/2025	12/31/2025	\$ _____	_____ %	\$ _____ - \$ _____
	\$ _____	\$ _____	\$ _____	01/01/2026	12/31/2026	\$ _____	_____ %	\$ _____ - \$ _____
	\$ _____	\$ _____	\$ _____	01/01/2027	12/31/2027	\$ _____	_____ %	\$ _____ - \$ _____
	\$ _____	\$ _____	\$ _____	01/01/2025	12/31/2025	\$ _____	_____ %	\$ _____ - \$ _____
	\$ _____	\$ _____	\$ _____	01/01/2026	12/31/2026	\$ _____	_____ %	\$ _____ - \$ _____
	\$ _____	\$ _____	\$ _____	01/01/2027	12/31/2027	\$ _____	_____ %	\$ _____ - \$ _____
	\$ _____	\$ _____	\$ _____	01/01/2025	12/31/2025	\$ _____	_____ %	\$ _____ - \$ _____
	\$ _____	\$ _____	\$ _____	01/01/2026	12/31/2026	\$ _____	_____ %	\$ _____ - \$ _____
	\$ _____	\$ _____	\$ _____	01/01/2027	12/31/2027	\$ _____	_____ %	\$ _____ - \$ _____

(Add Pages As Necessary)

**OPTIONAL TASKS - COST PROPOSAL**

**POTHOLING & CONSTRUCTION SUPPORT TIME AND MATERIALS TASKS (CONT'D)**

**NOTES:**

1. Key Personnel shall be marked with an asterisk (\*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (\*\*) next to their names and/or classifications.
2. The Cost Proposal format shall not be amended.
3. Billing rate = actual hourly rate \* (1 + Indirect Cost Rate) \* (1 + Fee). Indirect Cost Rates may be updated on an annual basis in accordance with the Consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans. All costs must comply with the Federal cost principles for reimbursement.
4. For named employees and key personnel, enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.
5. Salaried employees and classifications shall not list OT (1.5x) and OT (2x).

**SCHEDULE OF OTHER DIRECT COST ITEMS (Add Additional Pages as Necessary)**

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs	0	mile	\$ IRS Rate	\$
Equipment Rental & Supplies	0	each	\$ At Cost	\$
Reproduction Costs	0	each	\$ At Cost	\$
Shipping Fees	0	each	\$ At Cost	\$
Printing	0	each	\$ At Cost	\$
			\$	\$
			\$	\$
			\$	\$
Subconsultant 2:			\$	N/A
Subconsultant 3:			\$	N/A
Subconsultant 4:			\$	N/A
Subconsultant 5:			\$	N/A

**NOTES:**

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

**OPTIONAL TASKS - COST PROPOSAL**

**POTHOLING & CONSTRUCTION SUPPORT TIME AND MATERIALS TASKS (CONT'D)**


**Certification of Direct Costs:**

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

- 13. Generally Accepted Accounting Principles (GAAP)
- 14. Terms and conditions of the contract
- 15. [Title 23 United States Code Section 112](#) - Letting of Contracts
- 16. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
- 17. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Service
- 18. [48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board](#) (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

**Prime Consultant or Subconsultant Certifying:**

Name: Shawn M. Cullers Title \*: President  
Signature :  Date of Certification (mm/dd/yyyy): 2/26/2025  
Email: scullers@cseg.com Phone Number: 559-320-3200  
Address: 986 W Alluvial Avenue Suite 201, Fresno, CA 93711

\*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

See scope of work dated December 9, 2024; Revised February 3, 2024



**OPTIONAL TASKS - COST PROPOSAL**

**POTHOLING & CONSTRUCTION SUPPORT (TIME AND MATERIALS TASKS)**

Note: Mark-ups are Not Allowed     Prime Consultant     Subconsultant     2<sup>nd</sup> Tier Subconsultant

Consultant Bess Testlab Inc.

Contract No. CV-PS-24-003    Date 2/27/2025

<i>For Combined Rate</i>		Fringe Benefit% + General &Administrative%	=171.34	Combined ICR%
<b>OR</b>				
<i>For Home Office Rate</i>		Fringe Benefit% + General &Administrative%	=	Home Office ICR%
<i>For Field Office Rate</i>		Fringe Benefit% + General &Administrative%	=	Field Office ICR%
<b>FEE (PROFIT) =</b>				8 %

**BILLING INFORMATION**

**CALCULATION INFORMATION**

Name/Job Title Classification <sup>1</sup>	Hourly Billing Rates <sup>2</sup>			Effective Date of Hourly Rate		Actual or Avg. Hourly Rate <sup>4</sup>	% Increase	Hourly Range-For (Classifications Only)
	Straight <sup>3</sup>	OT (1.5x)	OT (2X)	FROM	TO			
Michael Jacob Project Manager *	\$ 164.90	\$ _____	\$ _____	01/01/2025	12/31/2025	\$ 56.27	_____ %	\$ _____ - \$ _____
	\$ 169.85	\$ _____	\$ _____	01/01/2026	12/31/2026	\$ 57.96	3% %	\$ _____ - \$ _____
	\$ 174.95	\$ _____	\$ _____	01/01/2027	12/31/2027	\$ 59.70	3% %	\$ _____ - \$ _____
Neyda Gomez Utility Coordinator *	\$ 76.19	\$ 89.19	\$ 102.19	01/01/2025	12/31/2025	\$ 26.00	_____ %	\$ _____ - \$ _____
	\$ 78.48	\$ 91.87	\$ 105.26	01/01/2026	12/31/2026	\$ 26.78	3 % %	\$ _____ - \$ _____
	\$ 80.82	\$ 94.61	\$ 108.40	01/01/2027	12/31/2027	\$ 27.58	3 % %	\$ _____ - \$ _____
Jose G. Bernal Potholing Operator **	\$ 164.19	\$ 192.21	\$ 220.22	01/01/2025	12/31/2025	\$ 56.03	_____ %	\$ _____ - \$ _____
	\$169.12	\$197.97	\$ 226.83	01/01/2026	12/31/2026	\$ 57.71	3 % %	\$ _____ - \$ _____
	\$ 174.19	\$ 203.91	\$ 233.63	01/01/2027	12/31/2027	\$ 59.44	3 % %	\$ _____ - \$ _____
Justin Casey Utility Foreman **	\$ 120.88	\$ 141.51	\$ 162.13	01/01/2025	12/31/2025	\$ 41.25	_____ %	\$ _____ - \$ _____
	\$124.52	\$ 145.76	\$ 167.01	01/01/2026	12/31/2026	\$ 42.49	3 % %	\$ _____ - \$ _____
	\$128.24	\$ 150.12	\$ 172.00	01/01/2027	12/31/2027	\$ 43.76	3 % %	\$ _____ - \$ _____
Daniel Medina Potholing Tech. **	\$ 109.89	\$ 128.64	\$ 147.39	01/01/2025	12/31/2025	\$ 37.50	_____ %	\$ _____ - \$ _____
	\$113.20	\$132.52	\$151.83	01/01/2026	12/31/2026	\$38.63	3 % %	\$ _____ - \$ _____
	\$116.60	\$136.50	\$ 156.39	01/01/2027	12/31/2027	\$39.79	3 % %	\$ _____ - \$ _____
Francisco Rodriguez Restoration Tech. **	\$ 109.89	\$ 128.64	\$ 147.39	01/01/2025	12/31/2025	\$ 37.50	_____ %	\$ _____ - \$ _____
	\$ 113.20	\$ 132.52	\$ 151.83	01/01/2026	12/31/2026	\$38.63	3 % %	\$ _____ - \$ _____
	\$ 116.60	\$ 136.50	\$ 156.39	01/01/2027	12/31/2027	\$ 39.79	3 % %	\$ _____ - \$ _____
Alejandro Rodriguez Restoration Tech. **	\$ 109.89	\$ 128.64	\$ 147.39	01/01/2025	12/31/2025	\$37.50	_____ %	\$ _____ - \$ _____
	\$113.20	\$132.52	\$151.83	01/01/2026	12/31/2026	\$38.63	3 % %	\$ _____ - \$ _____
	\$ 116.60	\$ 136.50	\$ 156.39	01/01/2027	12/31/2027	\$ 39.79	3 % %	\$ _____ - \$ _____
Johnny A. Calderon Traffic Control Tech. **	\$ 109.89	\$ 128.64	\$ 147.39	01/01/2025	12/31/2025	\$37.50	_____ %	\$ _____ - \$ _____
	\$113.20	\$132.52	\$151.83	01/01/2026	12/31/2026	\$38.63	3 % %	\$ _____ - \$ _____
	\$ 116.60	\$ 136.50	\$ 156.39	01/01/2027	12/31/2027	\$ 39.79	3 % %	\$ _____ - \$ _____

(Add Pages As Necessary)

## OPTIONAL TASKS - COST PROPOSAL

### POTHOLING & CONSTRUCTION SUPPORT TIME AND MATERIALS TASKS (CONT'D)

**NOTES:**

1. Key Personnel shall be marked with an asterisk (\*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (\*\*) next to their names and/or classifications.
2. The Cost Proposal format shall not be amended.
3. Billing rate = actual hourly rate \* (1 + Indirect Cost Rate) \* (1 + Fee). Indirect Cost Rates may be updated on an annual basis in accordance with the Consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans. All costs must comply with the Federal cost principles for reimbursement.
4. For named employees and key personnel, enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.
5. Salaried employees and classifications shall not list OT (1.5x) and OT (2x).

**SCHEDULE OF OTHER DIRECT COST ITEMS (Add Additional Pages as Necessary)**

Description of Item	Quantity	Unit	Unit Cost	Total
Vacuum Excavator-Hydro	16	HR	\$ 327.00	\$ 5,232.00
Special Surface Backfill (Class II AB, Sand)	6	EA	\$ 110.00	\$ 660.00
Hotpatch Equipment (Truck & Trailer)	16	HR	\$ 265.00	\$ 4,240.00
Hotpatch T-Cut Surface Restoration	6	EA	\$ 135.00	\$ 810.00
Traffic Control Arrow Board Truck w/Cones ect.	16	HR	\$ 72.00	\$ 1,152.00
Traffic Control Plans (allowance)	6	EA	\$ 400.00	\$ 2,400.00
Dump Fees	2	EA	\$ 950.00	\$ 1,900.00
Surface Removal-Disposal Fee	2	EA	\$ 300.00	\$ 600.00
Subconsultant 2:				\$
Subconsultant 3:				\$
Subconsultant 4:				\$
Subconsultant 5:				\$

**NOTES:**

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

**OPTIONAL TASKS - COST PROPOSAL**

**POTHOLING & CONSTRUCTION SUPPORT TIME AND MATERIALS TASKS (CONT'D)**

**Certification of Direct Costs:**

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

- 13. Generally Accepted Accounting Principles (GAAP)
- 14. Terms and conditions of the contract
- 15. [Title 23 United States Code Section 112](#) - Letting of Contracts
- 16. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
- 17. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Service
- 18. [48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board](#) (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

**Prime Consultant or Subconsultant Certifying:**

Name: Michael Bohorquez Title \*: COO  
Signature : *Michael Bohorquez* Date of Certification (mm/dd/yyyy): 2/27/25  
Email: michael@besstestlab.com Phone Number: 408.988.0101  
Address: 2463 Tripaldi Way Hayward CA 94545

\*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

<p><a href="#">Potholing, GPR, Traffic Control</a></p>
--------------------------------------------------------

**OPTIONAL TASKS - COST PROPOSAL**

**POTHOLING & CONSTRUCTION SUPPORT (TIME AND MATERIALS TASKS)**

Note: Mark-ups are Not Allowed       Prime Consultant     Subconsultant     2<sup>nd</sup> Tier Subconsultant

Consultant Bess Testlab Inc.

Contract No. CV-PS-24-003    Date 2/27/2025

<i>For Combined Rate</i>	Fringe Benefit% + General &Administrative%	=	171.34	Combined ICR%
<b>OR</b>				
<i>For Home Office Rate</i>	Fringe Benefit% + General &Administrative%	=		Home Office ICR%
<i>For Field Office Rate</i>	Fringe Benefit% + General &Administrative%	=		Field Office ICR%

<b>FEE (PROFIT) =</b>		<b>8</b>	<b>%</b>
-----------------------	--	----------	----------

**BILLING INFORMATION**

**CALCULATION INFORMATION**

Name/Job Title Classification <sup>1</sup>	Hourly Billing Rates <sup>2</sup>			Effective Date of Hourly Rate		Actual or Avg. Hourly Rate <sup>4</sup>	% Increase	Hourly Range-For (Classifications Only)
	Straight <sup>3</sup>	OT (1.5x)	OT (2X)	FROM	TO			
Edwin Alvarez Traffic Control Tech **	\$ 109.89	\$ 128.64	\$ 147.39	01/01/2025	12/31/2025	\$ 37.50	%	\$ - \$
	\$ 113.20	\$ 132.52	\$ 151.83	01/01/2026	12/31/2026	\$ 38.63	3 %	\$ - \$
	\$ 116.60	\$ 136.50	\$ 156.39	01/01/2027	12/31/2027	\$ 39.73	3 %	\$ - \$
Tafia Key Utility Locator **	\$ 109.89	\$ 128.64	\$ 147.39	01/01/2025	12/31/2025	\$ 37.50	%	\$ - \$
	\$ 113.20	\$ 132.52	\$ 151.83	01/01/2026	12/31/2026	\$ 38.63	3 %	\$ - \$
	\$ 116.60	\$ 136.50	\$ 156.39	01/01/2027	12/31/2027	\$ 39.73	3 %	\$ - \$
Jacqueline Marcial Report Technician *	\$ 55.68	\$ 65.18	\$ 74.68	01/01/2025	12/31/2025	\$ 19.00	%	\$ - \$
	\$ 57.35	\$ 67.13	\$ 76.92	01/01/2026	12/31/2026	\$ 19.57	3 %	\$ - \$
	\$ 59.08	\$ 69.16	\$ 79.24	01/01/2027	12/31/2027	\$ 20.16	3 %	\$ - \$
Gloria Ye Admin/Payroll *	\$ 82.05	\$ 96.05	\$ 110.05	01/01/2025	12/31/2025	\$ 28.00	%	\$ - \$
	\$ 84.51	\$ 98.93	\$ 113.35	01/01/2026	12/31/2026	\$ 28.84	3 %	\$ - \$
	\$ 87.06	\$ 101.92	\$ 116.77	01/01/2027	12/31/2027	\$ 29.71	-3 %	\$ - \$
	\$	\$	\$	01/01/2025	12/31/2025	\$	%	\$ - \$
	\$	\$	\$	01/01/2026	12/31/2026	\$	%	\$ - \$
	\$	\$	\$	01/01/2027	12/31/2027	\$	%	\$ - \$
	\$	\$	\$	01/01/2025	12/31/2025	\$	%	\$ - \$
	\$	\$	\$	01/01/2026	12/31/2026	\$	%	\$ - \$
	\$	\$	\$	01/01/2027	12/31/2027	\$	%	\$ - \$
	\$	\$	\$	01/01/2025	12/31/2025	\$	%	\$ - \$
	\$	\$	\$	01/01/2026	12/31/2026	\$	%	\$ - \$
	\$	\$	\$	01/01/2027	12/31/2027	\$	%	\$ - \$

(Add Pages As Necessary)

**OPTIONAL TASKS - COST PROPOSAL**

**POTHOLING & CONSTRUCTION SUPPORT TIME AND MATERIALS TASKS (CONT'D)**

**NOTES:**

1. Key Personnel shall be marked with an asterisk (\*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (\*\*) next to their names and/or classifications.
2. The Cost Proposal format shall not be amended.
3. Billing rate = actual hourly rate \* (1 + Indirect Cost Rate) \* (1 + Fee). Indirect Cost Rates may be updated on an annual basis in accordance with the Consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans. All costs must comply with the Federal cost principles for reimbursement.
4. For named employees and key personnel, enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.
5. Salaried employees and classifications shall not list OT (1.5x) and OT (2x).

**SCHEDULE OF OTHER DIRECT COST ITEMS (Add Additional Pages as Necessary)**

Description of Item	Quantity	Unit	Unit Cost	Total
City Encroachment Permit	1	EA	\$ 3,500.00	\$ 3,500.00
SMART Permit Fee	1	EA	\$ 3,500.00	\$ 3,500.00
Badges	8	EA	\$ 50.00	\$ 400.00
Training (8 employees)	32	HR	\$ 40.00	\$ 1,280.00
			\$	\$
			\$	\$
			\$	\$
			\$	\$
Subconsultant 2:				\$
Subconsultant 3:				\$
Subconsultant 4:				\$
Subconsultant 5:				\$

**NOTES:**

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

**OPTIONAL TASKS - COST PROPOSAL**

**POTHOLING & CONSTRUCTION SUPPORT TIME AND MATERIALS TASKS (CONT'D)**

**Certification of Direct Costs:**

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

- 13. Generally Accepted Accounting Principles (GAAP)
- 14. Terms and conditions of the contract
- 15. [Title 23 United States Code Section 112](#) - Letting of Contracts
- 16. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
- 17. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Service
- 18. [48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board](#) (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

**Prime Consultant or Subconsultant Certifying:**

Name: Michael Bohorquez Title \*: COO  
Signature : *Michael Bohorquez* Date of Certification (mm/dd/yyyy): 02/27/2025  
Email: michael@bestestlab.com Phone Number: 408.988.0101  
Address: 2463 Tripaldi Way Hayward CA 94545

\*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

<p><a href="#">Underground utility locating, traffic control</a></p>
----------------------------------------------------------------------



# EXHIBIT C

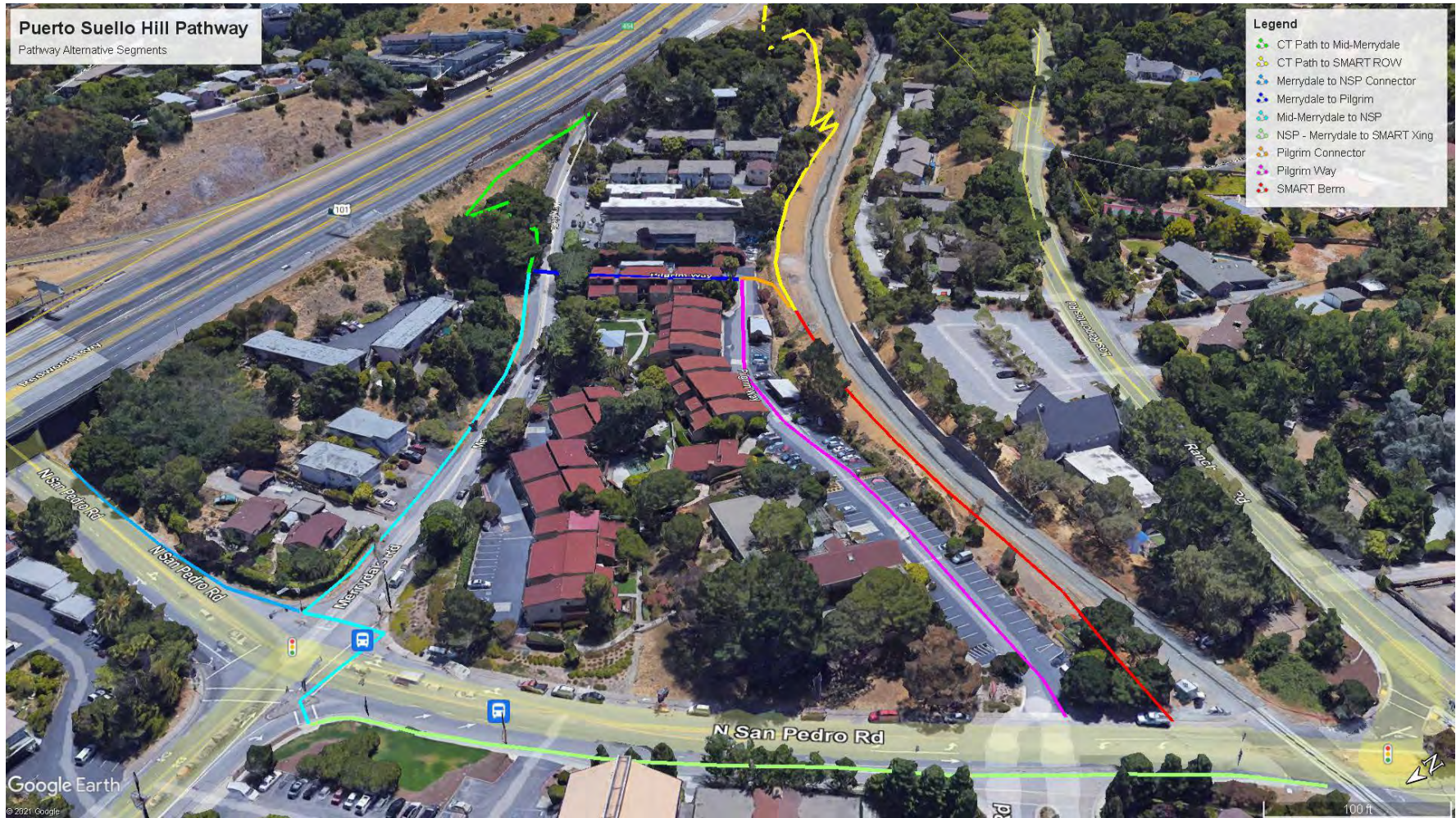


# SONOMA-MARIN AREA RAIL TRANSIT



# CITY OF SAN RAFAEL

## PUERTO SUELLO HILL PATHWAY FEASIBILITY STUDY



# TABLE OF CONTENTS

SECTION 1 – INTRODUCTION AND EXECUTIVE SUMMARY ..... 3

SECTION 2 – SEGMENT DESCRIPTIONS..... 7

    2.1 - GREEN SEGMENT – Caltrans Path to mid-Merrydale ..... 9

    2.2 - CYAN SEGMENT – Mid-Merrydale to North San Pedro ..... 16

    2.3 - LIGHT BLUE SEGMENT – San Pedro East 101 Connector ..... 23

    2.4 - LIGHT GREEN SEGMENT – San Pedro West ..... 25

    2.5 - BLUE SEGMENT – Pilgrim Way..... 33

    2.6 - MAGENTA SEGMENT – Pilgrim Way to North San Pedro ..... 36

    2.7 - ORANGE SEGMENT – Pilgrim Connector ..... 37

    2.8 - RED SEGMENT – Pilgrim Connector to North San Pedro ..... 38

    2.9 - YELLOW SEGMENT – Upper Caltrans Path to Pilgrim Connector ..... 41

    2.10 - ALTERNATE YELLOW SEGMENT – Upper Caltrans Path to Red Segment ..... 44

SECTION 3 – ROUTE DESCRIPTIONS/SEGMENT COMBINATIONS

    3.1 – MERRYDALE-NORTH SAN PEDRO ROUTE – Green-Cyan-Light Blue-Light Green Segments..... 47

    3.2 – CALTRANS-SMART ROW ROUTE – Yellow-Red & ALT Yellow-Red Segments ..... 48

SECTION 4 - CONCLUSION ..... 49

APPENDICES..... 50



## 1.0 - INTRODUCTION AND EXECUTIVE SUMMARY

### INTRODUCTION

This feasibility study presents alternative path concepts to connect Lincoln Avenue in the City of San Rafael to North San Pedro Road and SMART's existing Class I pathway along Los Ranchitos Road. This area is commonly referred to as Puerto Suello Hill. Current cycling routes in this area follow existing roadway grades (which are steeper than 5%) and include Class II (4-foot shoulder) bicycle facilities on Los Ranchitos (northbound and southbound), Class II/Class III (share the road) facilities on North San Pedro Road (NSP), and a combination Class I/Class III facility on Merrydale Road. The City of San Rafael's 2018 Updated Bicycle and Pedestrian Master Plan was considered in this analysis and contains several projects that share scope with this study (Civic Center Connections – Group A projects A10, A15, A17, A19, A-26). This study analyzes feasible pathway routes with the following goals:

- Routes are compliant with the Americans with Disabilities Act (ADA) – Target 5% Running Slope
- Provide Pedestrian and Bicycle Dual-Use Facilities to the Greatest Extent Feasible
- Meet the Reference Standard - Caltrans Highway Design Manual - Two-Way Class I Bikeway
- Stay within Property Line/Right-of-Way Constraints - MarinMap GIS System Used for Data
- Preserve Parking and Existing Roadway Lane Configurations to the Greatest Extent Feasible
- Avoid Utility Relocations to the Greatest Extent Feasible

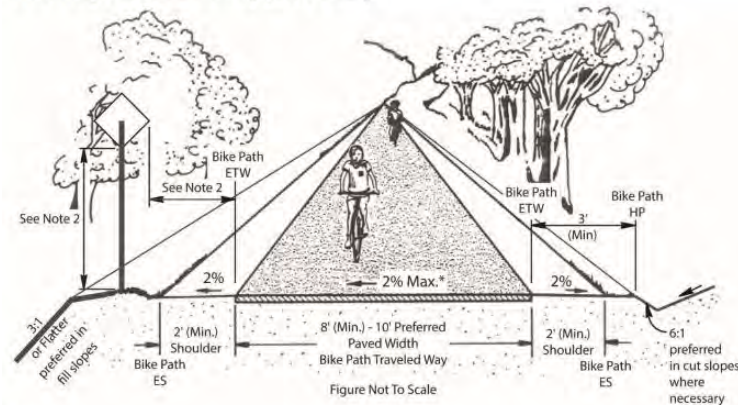


Group A encompasses most of northeast San Rafael near the Civic Center SMART Station and Northgate Mall. A total of 28 projects are proposed in Group A, including completion of the northern San Rafael segments of the SMART Pathway, an improved bicycle and pedestrian pathway along North San Pedro Road between the SMART Pathway and Civic Center Drive, and the extension of bicycle lanes on Lucas Valley Road/Smith Ranch Road.

Highway Design Manual 1000-7  
July 1, 2020

Figure 1003.1A

#### Two-Way Class I Bikeway (Bike Path)



#### NOTES:

- (1) See Index 1003.1(15) for pavement structure guidance of bike path.
- (2) For sign clearances, see California MUTCD, Figure 9B-1. Also, for clearance over the shoulder see Index 1003.1(3).
- (3) The AASHTO Guide for the Development of Bicycle Facilities provides detailed guidance for creating a forgiving Class I bikeway environment.

\*1% cross-slope minimum.

This feasibility study includes 10 segments, differentiated by color, to facilitate discussion of the constraints and opportunities unique to each. For example, if a certain color segment becomes infeasible (say due to an unforeseen Caltrans Property future use), it can be easily extracted from the analysis for troubleshooting while other color segments may be pursued independently. Different color segments combine to create continuous routes from Los Ranchitos to the existing Class I Pathway along SMART ROW at NSP. See Exhibit 1 for an overview map of the study area and Exhibit 2 for a map of all the color segments and feasible routes analyzed in this report.

Recent bid pricing was used to provide engineer's estimates of probable costs for each segment which also include 20% for engineering design, 10% for CEQA, 15% for construction management, and 20% for a construction contingency. These are considered conservative estimates for budgeting purposes with the added intent of providing more budget/flexibility than may be needed. A summary of the segment descriptions, probable costs, and constraints/areas needing further study and stakeholder coordination is provided in Table 1 under the Executive Summary. Detailed engineer's estimates for each segment are provided in the appendices.



1.0 - INTRODUCTION AND EXECUTIVE SUMMARY

All striping and pathway concepts shown in this feasibility study are conceptual and final configurations would be determined during detailed design.



Exhibit 1 – Project Study Area





Exhibit 2 – Map – All Pathway Segments and Three Routes

Feasibility Study – Puerto Suello Hill Path – May 17, 2022

**EXECUTIVE SUMMARY**

The Sonoma-Marín Area Rail Transit District (SMART) and the City of San Rafael (City) have prepared this study to evaluate the feasibility of providing a safe, fully accessible path-of-travel from the top of Puerto Suello Hill where Lincoln Avenue turns into Los Ranchitos Drive to North San Pedro Road to connect to the existing pathway in the SMART right-of-way. SMART and the City enlisted the expertise of two local advocacy groups; 1) the Marin County Bicycle Coalition (MCBC); and 2) Wilderness Trail Bikes – Transportation Alternatives for Marin (WTB-TAM) to create an Evaluation Committee. Thus, this was a true collaborative effort that included field reviews, working sessions and a presentation to the San Rafael Bicycle Pedestrian Advisory Committee (BPAC) to seek user input. The Evaluation Committee developed and evaluated three routes to achieve the path-of-travel connection and determined that two of the three routes are feasible:


1. **Caltrans to SMART ROW Route (CT-SMART):** connecting the top of Puerto Suello Hill to the SMART right-of-way (ROW) by descending into the canyon near the north side of the SMART tunnel and following the SMART ROW to North San Pedro Road.
  - The Evaluation Committee found this alignment would likely provide the best user experience.
  - One challenge is the presence of a gas transmission line that needs to be accommodated in detailed design of the final path alignment.
  
2. **Merrydale-North San Pedro Route (Merrydale-NSP):** utilizing Merrydale Drive to North San Pedro Road and then west along North San Pedro Road to make a connection to the existing SMART pathway.
  - The Evaluation Committee found this alignment had several negative features: 1) the path would cross driveways that could pose a safety concern; 2) users would have to navigate the intersection at Merrydale and North San Pedro Road that has high volumes of traffic; and 3) the route along North San Pedro Road would either put users adjacent to roadway traffic or eliminate a significant amount of parking in order to create a separated path-of-travel.

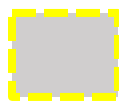
The Evaluation Committee determined the CT-SMART Route to be the most feasible route. Should an entity want to pursue the advancement of the CT-SMART Route, the next logical steps would be to perform an environmental review of the potential project and prepare an engineering design to refine the pathway alignment. Challenges like the gas line should be thoroughly vetted with stakeholder agencies to determine how they impact constructability in the pursuit of suitable work arounds. Further evaluation of the specific gas line constraints and the owners (PG&E) responses to date are included in Sections 2.9, 2.10, and 3.0 – Yellow Route analysis.

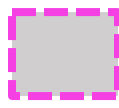


**EVALUATION SUMMARY**

Given the goals and constraints, this study analyzed ten pathway segments that are described in detail under Section 2.0 of this study and summarized in Table 1 below which includes approximate length, cost, and identification of areas needing further study. Different color segments combine to create three feasible continuous routes to connect Lincoln Ave to the existing SMART Class I path on the north side of the Los Ranchitos/NSP intersection. The three routes are outlined with dashed lines in the Exhibit 2 Map above and are summarized below as well as in Section 3.0 of this study.

 **Merrydale-North San Pedro Route (Merrydale-NSP)** – Connects the existing Caltrans Class I pathway at Lincoln Ave via a new Class I pathway along Merrydale Road (and a vacant Caltrans parcel) to the intersection at North San Pedro, continuing west as a Class II bikeway (pedestrians use existing sidewalks) to connect to the existing SMART Class I pathway at Los Ranchitos. Includes Green, Cyan, and Light Green Segments.

 **Caltrans-SMART ROW Route (CT-SMART)** – Connects the existing Caltrans Class I pathway at Lincoln Ave via a new Class I pathway along a larger vacant Caltrans Parcel to the SMART ROW above the existing trackbed, continuing to North San Pedro Road at the existing SMART crossing and connecting to the existing SMART Class I pathway at Los Ranchitos. Includes Yellow, Alternate Yellow (WTB/TAM Alignment), and Red Segments.

 **Pilgrim Way Route** – Connects the existing Caltrans Class I pathway at Lincoln Ave via a new Class I pathway along Merrydale Road (and a vacant Caltrans parcel) to a mid-block crossing of Merrydale Road to the driveway of the Pilgrim Park Apartments, continuing west and north via existing utility easements (access rights unclear) through the driveway(s) to North San Pedro Road. If pursued further, additional bike/ped elements would be needed for several hundred feet to connect to the existing SMART Class I pathway at Los Ranchitos. Includes Green, Blue, and Magenta Segments.

Optional East-West Civic Center Connector (Section 2.4 of this study) - During the research of alternatives for this study, it was found that east-west connectivity from the Merrydale intersection easterly towards the existing Highway 101 Class I pathway could be improved via the Light Blue Segment. This segment is part of the Civic Center Connector identified in the City of San Rafael Bike/Ped Master Plan as Project A17 (<https://www.cityofsanrafael.org/bpmp/>). This segment does not directly relate to connectivity for Lincoln Ave to Los Ranchitos and so it is not included in the estimates for the identified routes; however, it could be added as an enhancement to the Merrydale-North San Pedro route.

## 1.0 - INTRODUCTION AND EXECUTIVE SUMMARY

### Evaluation Criteria

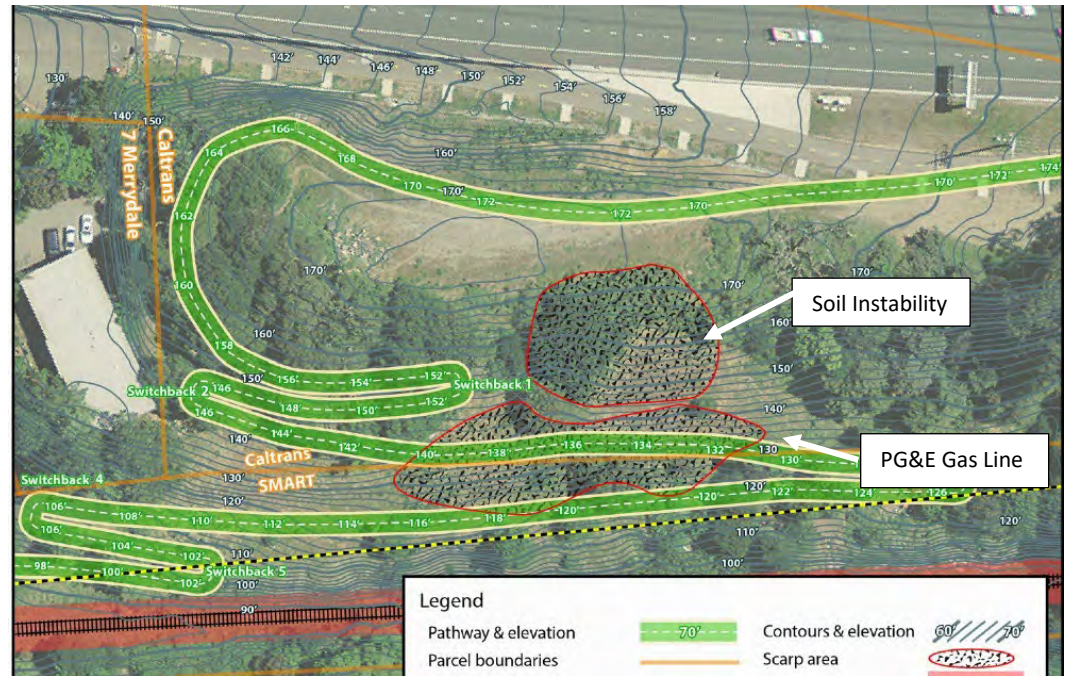
Below are examples of the evaluation criteria used to identify constraints and inform the analyses along the different route segments. Please see the individual write up on each segment for additional details.

#### Geotechnical Risks – *Does the route traverse through unstable soil areas?*

- Merrydale-NSP/Pilgrim Way route has some grading on a small Caltrans parcel adjacent to Highway 101.
- CT-SMART route traverses known areas of geotechnical instability in several locations.

#### Utility Conflicts – *To what extent does the route include utility relocations and/or unavoidable conflicts?*

- Merrydale-NSP route includes several utility pole guy wire supports that need to be relocated.
- CT-SMART route contains a gas line within the pathway alignment that must be designed around.



## 1.0 - INTRODUCTION AND EXECUTIVE SUMMARY

Environmental Impacts – *To what extent does a route affect the natural environment, including impacts to existing private property uses such as decreased parking and/or increased lighting?*

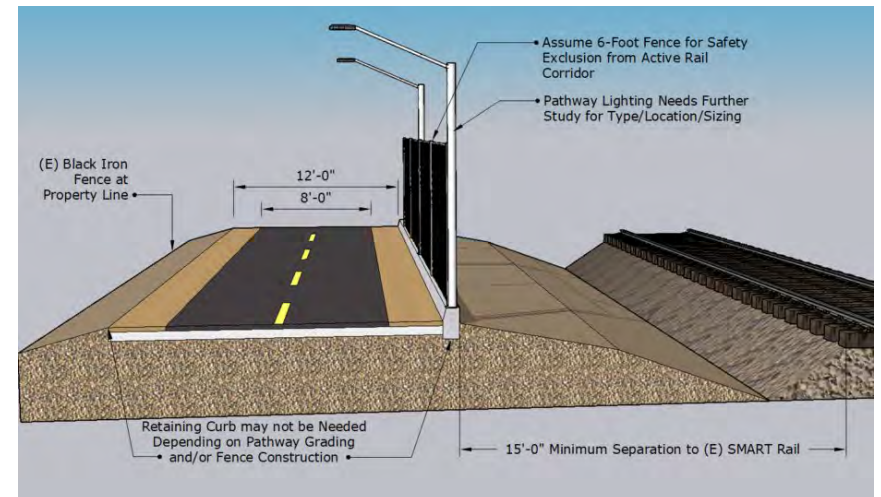
- Merrydale-NSP route uses existing Rights-of-Way (ROW) along the built environment or Caltrans property with few trees.
- Pilgrim Way route significantly affects existing private property use
- CT-SMART route includes extensive tree removal and grading and introduces pathway lighting that may affect Pilgrim Park Apartment residents.

Land Rights – *Are there land rights issues associated with the route?*

- Merrydale-NSP traverses public undeveloped parcel (Caltrans) and is otherwise in the City of San Rafael ROW.
- CT-SMART route traverses a larger public undeveloped parcel (Caltrans) and the SMART ROW.
- Pilgrim Way relies on existing utility easements for bike/ped access.

Safety – *Does the proposed route have the potential to put pathway users at risk?*

- CT-SMART route – pathway users would be precluded from access to the SMART track bed via security fencing, but due to a significant length of the pathway not adjacent to the track, emergency response and/or reporting of incidents may be delayed.
- The Pilgrim Way route is protected now from rail access, but increased pathway user traffic along this route is expected to produce more risk.
- .
- Merrydale-NSP Route increases user-vehicle interactions over the CT-SMART route.





## 1.0 - INTRODUCTION AND EXECUTIVE SUMMARY

### User Experience – *How is the user experience along the route?*

- CT-SMART route is almost entirely isolated from the public ROW and would be expected to maximize user experience.
- The Pilgrim Way route introduces many pathway user/vehicle interactions as Pilgrim Park Apartment residents come and go throughout the day conflicting with the proposed route alignment.
- The Merrydale-NSP route crosses several driveways along Merrydale, but the frequency of these interactions is expected to be low and can be mitigated with the additional safety features, however, user-vehicle interactions are increased when compared to the Merrydale-NSP Route.
- Merrydale-NSP route along North San Pedro
  - *Not* expected to increase the number of user/vehicle interactions unless pathway user volumes increase
  - *Is* expected to produce increased safety/visibility for cyclists
    - High visibility striping
    - Decreased lane widths slow motorists.
  - Pedestrians would use existing sidewalks and improved curb ramps at the Merrydale intersection.



### Recommendation

Recommended Route – The CT-SMART route provides the best user experience and meets all the goals of this study. Wilderness Trail Bikes in conjunction with Transportation Alternatives for Marin (WTB/TAM) provided significant data and analyses for an alternative alignment (see Section 2.10 and appendices) along the Yellow Route and costs for both alternative routes through this Caltrans parcel are similar – so either alignment could be pursued. Neither segment (2.9 nor 2.10) avoids conflict with the gas facility and PG&E has stated that deep foundations would not be allowed within their 10-foot easement along the pipeline. PG&E should be engaged early in design to ensure the project elements accommodate PG&E’s needs with regard to maintenance of their facility. While initial conversations have taken place, PG&E has not approved the pathway concepts as detailed in this study.

Further evaluation of the specific gas line constraints and PG&E’s responses to date are included in Section 2.10 under the WTB-TAM Route analysis. Table 1 below provides a full summary of the segments and routes in this study.





## 1.0 - INTRODUCTION AND EXECUTIVE SUMMARY

Second Alternative Route - The Merrydale-NSP route is the next most feasible route to connect Lincoln Ave to the SMART Class I pathway at Los Ranchitos. The main risk to feasibility for this route is the installation of the elevated pathway against the existing Highway 101 wall (Exhibit 4 – Section 2.1) and the use of the undeveloped Caltrans parcel along the Green Segment (Exhibit 7 – inset photo triangle parcel). See Sections 2.1, 2.2, and 2.3 for further analysis of the options explored and constraints for this route.

Final Alternative – Pilgrim Way as identified in the 2018 San Rafael Bicycle Pedestrian Plan - Pilgrim Way is feasible but not recommended to be pursued at this time. Sections 2.5 and 2.6 of this study provide further detail on the constraints and next steps for Pilgrim Way should this route be studied further.

1.0 - INTRODUCTION AND EXECUTIVE SUMMARY

Segment Color	Segment Description	Length (FT)	Estimated Cost	Constraints/Areas Needing Further Study											
Green	Connects (E) CT Path to Mid-Merrydale Road	1100	\$ 2,500,000	Coordination with CT for EP/Land Rights											
				PG&E Coordination - Elec Poles											
				City Coordination - DPW/Fire											
Cyan	Connects Mid-Merrydale to NSP Road	700	\$ 800,000	Utility Coordination to relocate PG&E Guy Wire											
				Driveway Crossings/Conforms											
				Residential Impacts -- Lighting, Dwy Crossing											
Light Green	Connects Merrydale to SMART Crossing	600	\$ 1,000,000	Coordination with CT for EP											
				Connection to NSP											
				Stakeholder Coordination - City, County											
Light Blue	Connects Merrydale to (E) Class I Path on NSP	300	\$ 700,000	City/County Coordination - Signal Crossing											
				Coordination with CT for EP											
				Guardrail Termination and Drainage											
Blue	Connects (P) Green Segment to Pilgrim Way	200	\$ 100,000	Pilgrim Park Apartments Coordination											
				Easement Investigation											
Magenta	Connects Pilgrim Way to NSP Road	700	\$ 500,000	Pilgrim Park Apartments Coordination											
				Easement Investigation											
Orange	Connects Pilgrim Way to SMART Berm	100	\$ 100,000	Pilgrim Park Apartments Coordination											
				Easement Investigation											
Yellow	Connects (E) CT Path to SMART ROW	1800	\$ 4,000,000	PG&E Coordination - Gas Line & Elec Poles											
				Coordination with CT for EP/Land Rights											
				Soil Investigation											
Red	Connects (P) Yellow Segment to NSP Road	600	\$ 1,100,000	PG&E Coordination - Gas Line & Elec Poles											
				City/County Coordination - Signal Crossing											
ALT Yellow	Connects (E) CT Path to SMART ROW	2000	\$ 4,400,000	PG&E Coordination - Gas Line & Elec Poles											
				Coordination with CT for EP/Land Rights											
				Soil Investigation											
Abbreviations:															
<table border="1" style="width: 100%;"> <thead> <tr> <th colspan="2">Potential Routes - Engineer's Estimate - Full Project Delivery</th> </tr> </thead> <tbody> <tr> <td>Merrydale to North San Pedro Route</td> <td style="text-align: right;">\$4.3M</td> </tr> <tr> <td>Caltrans to SMART ROW Route</td> <td style="text-align: right;">\$5.1M to \$5.5M</td> </tr> <tr> <td>Pilgrim Way Route (Incl Green Segment Cost)</td> <td style="text-align: right;">\$3.1M</td> </tr> </tbody> </table>					Potential Routes - Engineer's Estimate - Full Project Delivery		Merrydale to North San Pedro Route	\$4.3M	Caltrans to SMART ROW Route	\$5.1M to \$5.5M	Pilgrim Way Route (Incl Green Segment Cost)	\$3.1M			
Potential Routes - Engineer's Estimate - Full Project Delivery															
Merrydale to North San Pedro Route	\$4.3M														
Caltrans to SMART ROW Route	\$5.1M to \$5.5M														
Pilgrim Way Route (Incl Green Segment Cost)	\$3.1M														
<table> <tr> <td>(E) = Existing</td> </tr> <tr> <td>(P) = Proposed</td> </tr> <tr> <td>City = City of San Rafael</td> </tr> <tr> <td>County = County of Marin</td> </tr> <tr> <td>CT = Caltrans Department of Transportation</td> </tr> <tr> <td>EP = Encroachment Permit</td> </tr> <tr> <td>FT = Feet</td> </tr> <tr> <td>LF = Linear Foot</td> </tr> <tr> <td>NSP = North San Pedro</td> </tr> <tr> <td>ROW = Right-of-Way</td> </tr> <tr> <td>SMART = Sonoma Marin Area Rail Transit</td> </tr> </table>					(E) = Existing	(P) = Proposed	City = City of San Rafael	County = County of Marin	CT = Caltrans Department of Transportation	EP = Encroachment Permit	FT = Feet	LF = Linear Foot	NSP = North San Pedro	ROW = Right-of-Way	SMART = Sonoma Marin Area Rail Transit
(E) = Existing															
(P) = Proposed															
City = City of San Rafael															
County = County of Marin															
CT = Caltrans Department of Transportation															
EP = Encroachment Permit															
FT = Feet															
LF = Linear Foot															
NSP = North San Pedro															
ROW = Right-of-Way															
SMART = Sonoma Marin Area Rail Transit															

Table 1 – Segment Summary

## 2.0 – SEGMENT DESCRIPTIONS

### 2.1 GREEN SEGMENT – (E) Caltrans Path to mid-Merrydale



The Green Segment connects the existing Caltrans Bikeway at the southeast end of Merrydale Road to mid-Merrydale Road. The connection point at mid-Merrydale is intended to be at a location where the grade of the existing roadway is 5%. The green segment has two distinct concept sections as shown in Sections 2.1A and 2.1B below and includes conceptual switchbacks as shown in Exhibit 8. Section A is constrained to an 8-foot minimum two-way pathway to lessen roadway impacts and Section B is located on a vacant Caltrans parcel with sufficient width for the Class I Bikeway minimum standard. All sections of the Green Segment are expected to be located within the Merrydale Road ROW or Caltrans property. At least one PG&E Guy Wire facility is expected to conflict with the proposed segment alignment, but relocation appears straightforward. Some tree removal is anticipated because of the pathway installation. There is an existing roadside ditch at the Merrydale connection to the Cyan segment with several off-shoulder parking spots that are not anticipated to remain. Preserving parking and maintaining

minimum lane widths of 12 feet in this area will require further study. Pathway grades and drainage facilities will need to be further analyzed to address drainage in this area; however, a combination of surface drainage and catch basins/buried culverts were included in the estimate of probable cost for this segment. Drainage through the switchback area(s) needs further study but could be accomplished with either permeable paving and/or several grated inlets at strategic low spots along the pathway. Two-way bicycle and pedestrian travel were anticipated for this segment.

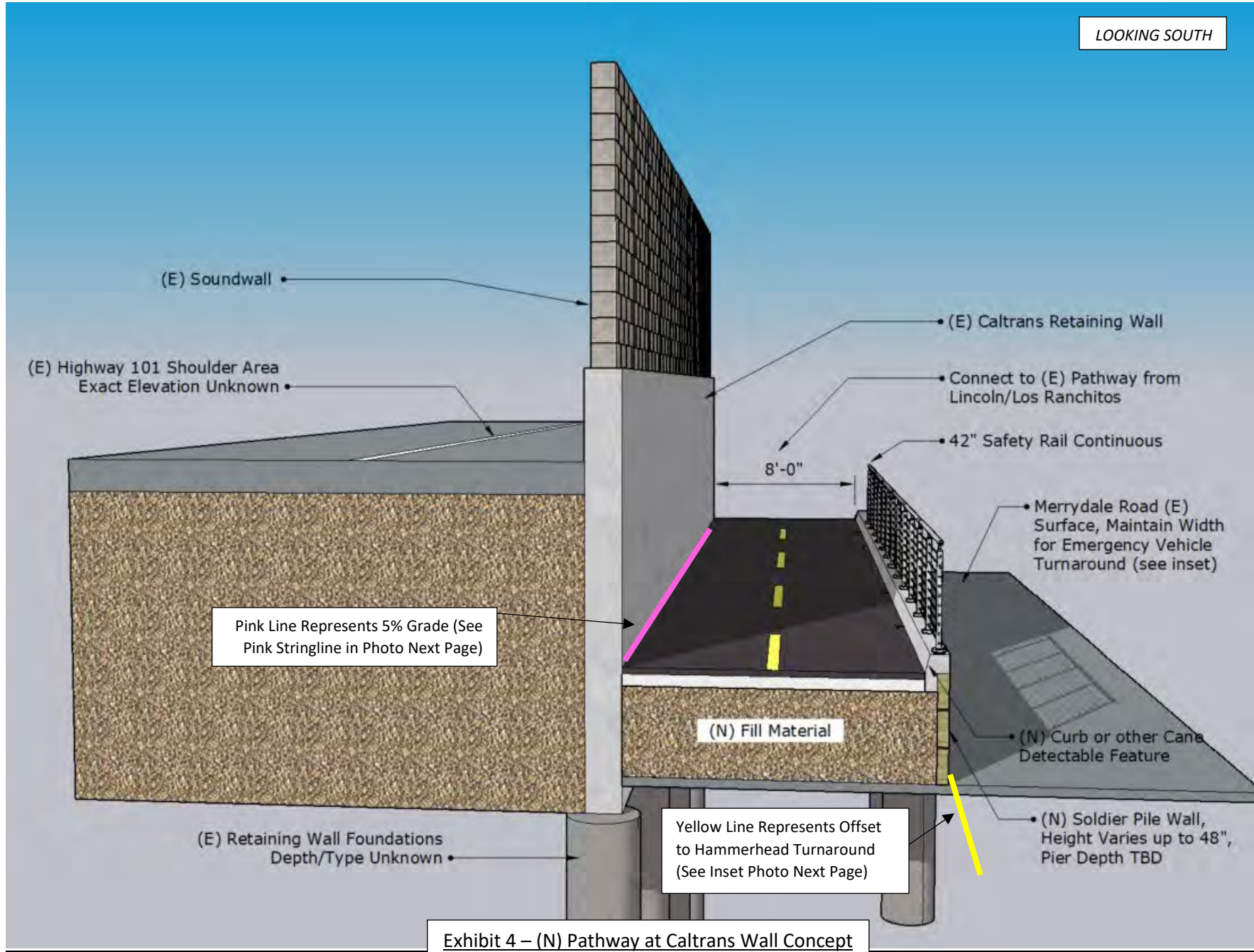
#### 2.1A – end of (E) Caltrans Path to undeveloped Caltrans Triangular Parcel

Exhibit 4 shows a cross section of the proposed pathway and Exhibit 5 shows existing conditions. To meet the 5% maximum grade requirement for pathway longitudinal slopes, fill along this portion of the path is necessary because Merrydale Road in this section is much steeper than 8%. Further, the minimum Caltrans Class I Bikeway width cannot be met without significant encroachment into the Merrydale cul-de-sac that would impact both emergency vehicle access (fire truck turnaround standard) and the downhill lane (NB) of Merrydale Road. Therefore, the minimum 2-foot shoulders are proposed to be eliminated for this short stretch. Close coordination with Caltrans is needed to confirm the feasibility of this route – may require a Design Engineering Evaluation Report (DEER).

This 100-foot-long section of the Green segment would be constructed with fill over a portion of Merrydale Road at the base of an existing Caltrans retaining wall. The proposed fill would be supported by an engineered retaining wall and would act to passively support the existing Caltrans wall. Friction release between the existing Caltrans wall and the proposed fill would mitigate any potential down-drag forces. There is a 4-inch diameter PVC drain within the fill area that should be routed to surface drain to the existing asphalt concrete berm at the top of Merrydale Road, similar to the existing configuration. Roadway drainage at this location would remain otherwise unchanged by the proposed pathway.









2.0 – SEGMENT DESCRIPTIONS

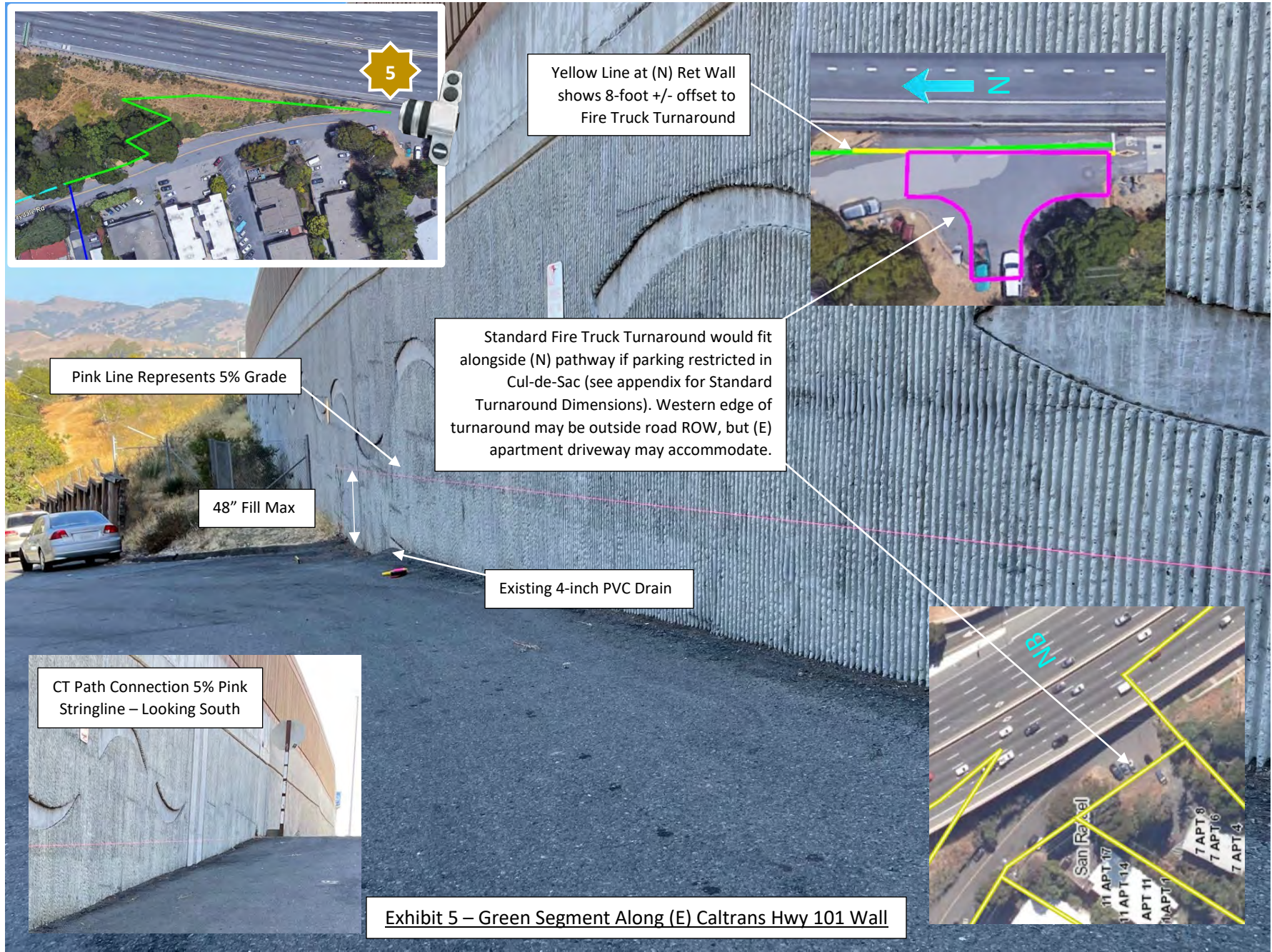


Exhibit 5 – Green Segment Along (E) Caltrans Hwy 101 Wall



## 2.0 – SEGMENT DESCRIPTIONS

### 2.1B – Transition to Full Minimum Pathway Width at Caltrans Triangular Parcel and Connect to Merrydale Road

Exhibit 6 shows a cross section of the proposed pathway along the undeveloped Caltrans Parcel adjacent to highway 101. Exhibit 7 shows existing conditions and Exhibit 8 shows a conceptual switchback configuration to maintain the minimum standards for a two-way Caltrans Class I Bikeway. The concept switchback results in a 25'x32' footprint (see Exhibit 9) to accomplish a 2-foot elevation change, which may result in tall retaining walls for existing steep terrain. Detailed topography and analysis would identify problem areas wherein reduced pathway widths may be considered (i.e., maintain minimum 8-foot paved two-way pathway without shoulders). Further, while the ADA allows pathway grades as steep as 8.33% with regularly spaced resting areas, this configuration was not analyzed in this report. A continuous cane detectable curb is anticipated along with a safety railing in accordance with the California Building Code. For estimating probable cost, both the railing and curb were assumed to be necessary along the entire Green Segment.

Existing soils are assumed to be suitable for use in cut and fill grading operations and some portions of this segment may not need large retaining walls depending on a soil's investigation. Pathway lighting is anticipated in this segment (type and location to be determined) and is estimated to require a standard luminaire every 40 feet or so. A lighting study and investigation into existing power sources should be conducted. Underground conduit installation is anticipated and was included in the estimate. PG&E guy wires are located along the segment; however, they should be easily relocated. PG&E would provide further information on these facilities and any potential easements/land rights they may hold. Costs for relocation of public utilities is not included in the estimate. Finally, Exhibit 9 shows a plan and profile of a rough alignment wherein a 5% maximum graded pathway would be feasible.

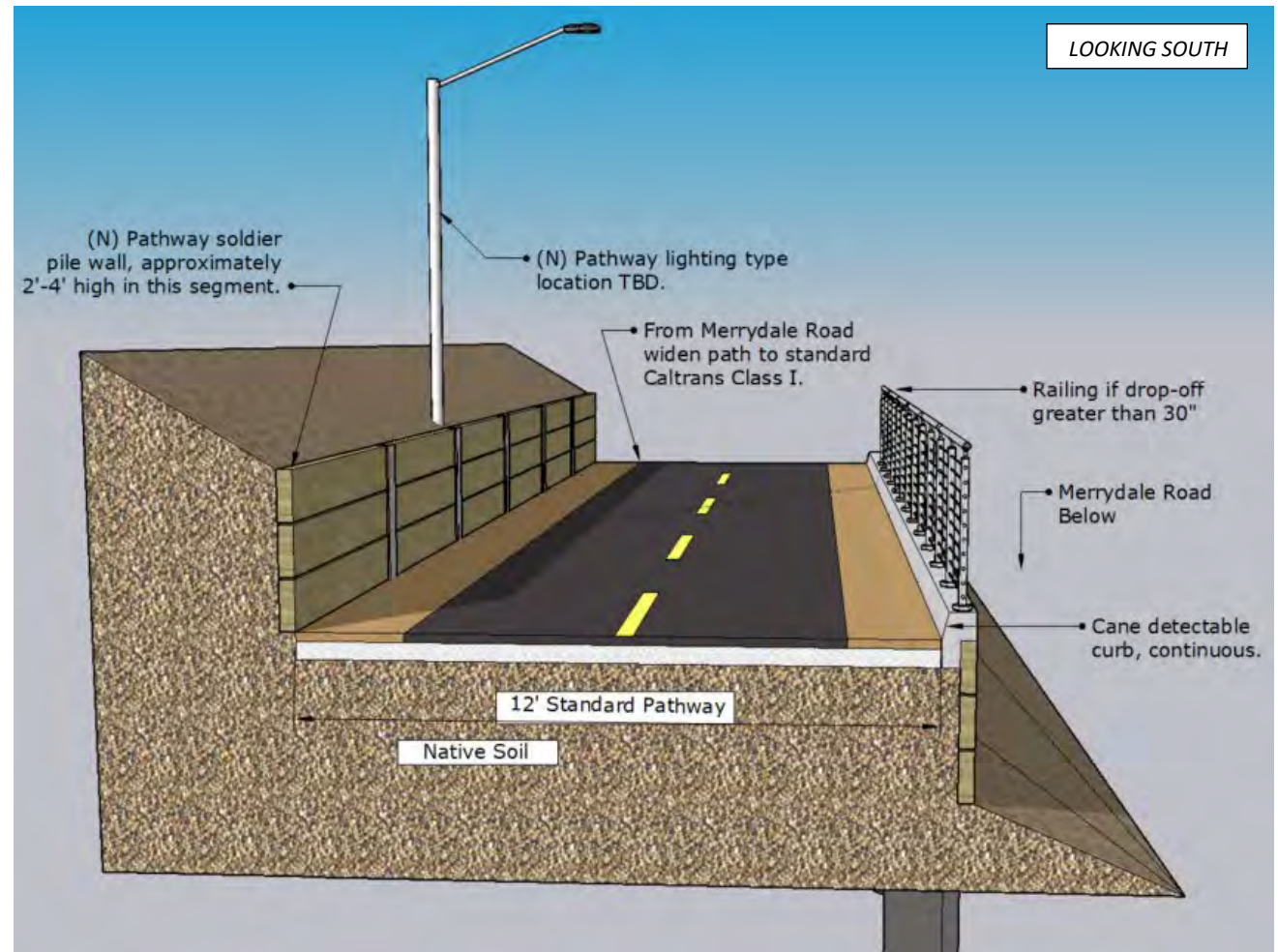


Exhibit 6 – Caltrans Minimum Pathway Cross Section at Triangle Parcel



2.0 – SEGMENT DESCRIPTIONS



Exhibit 7 - Looking North – (N) Path Connection at Caltrans Triangular Parcel



2.0 – SEGMENT DESCRIPTIONS

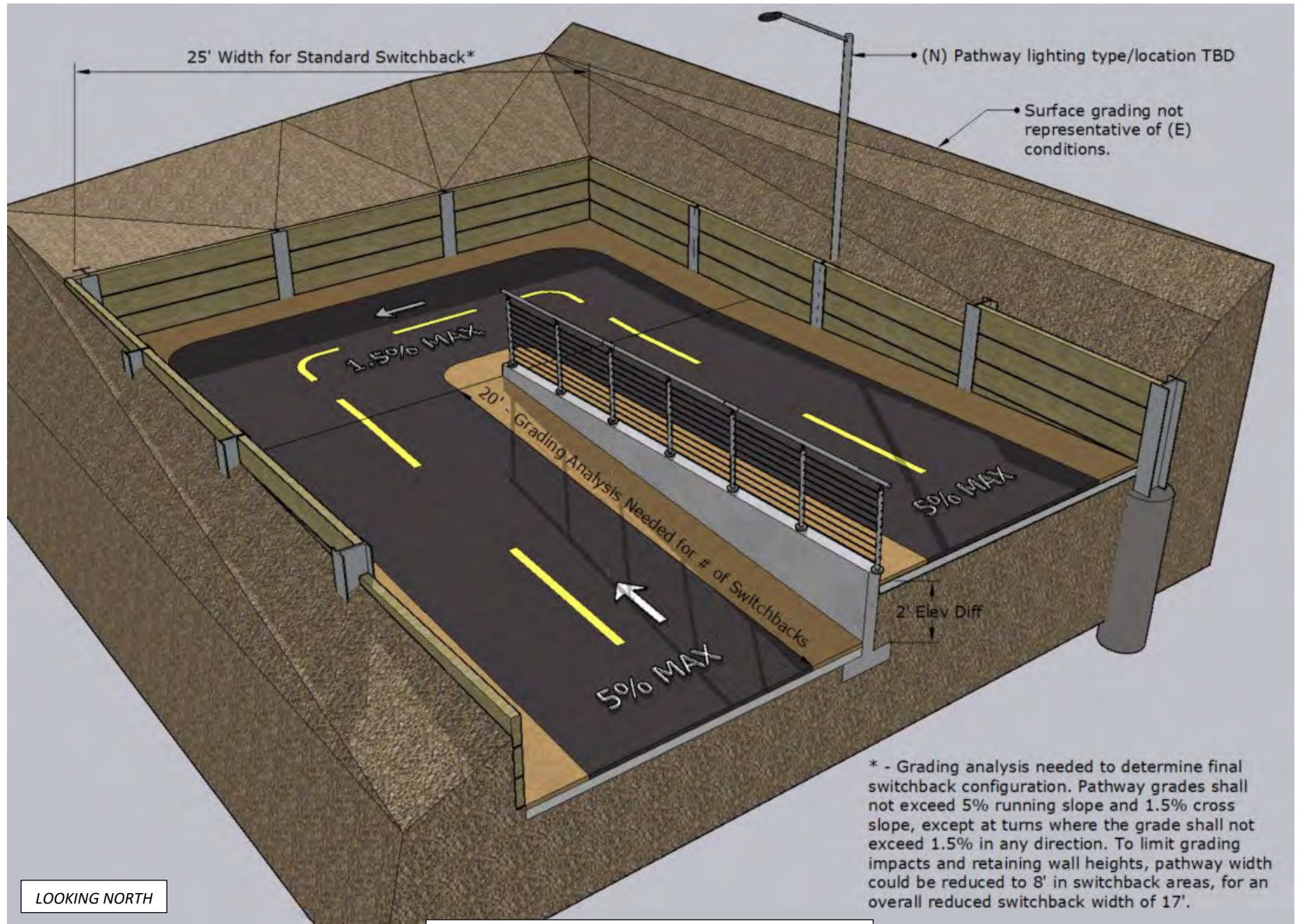


Exhibit 8 – Switchback Concept at Green Segment



2.0 – SEGMENT DESCRIPTIONS

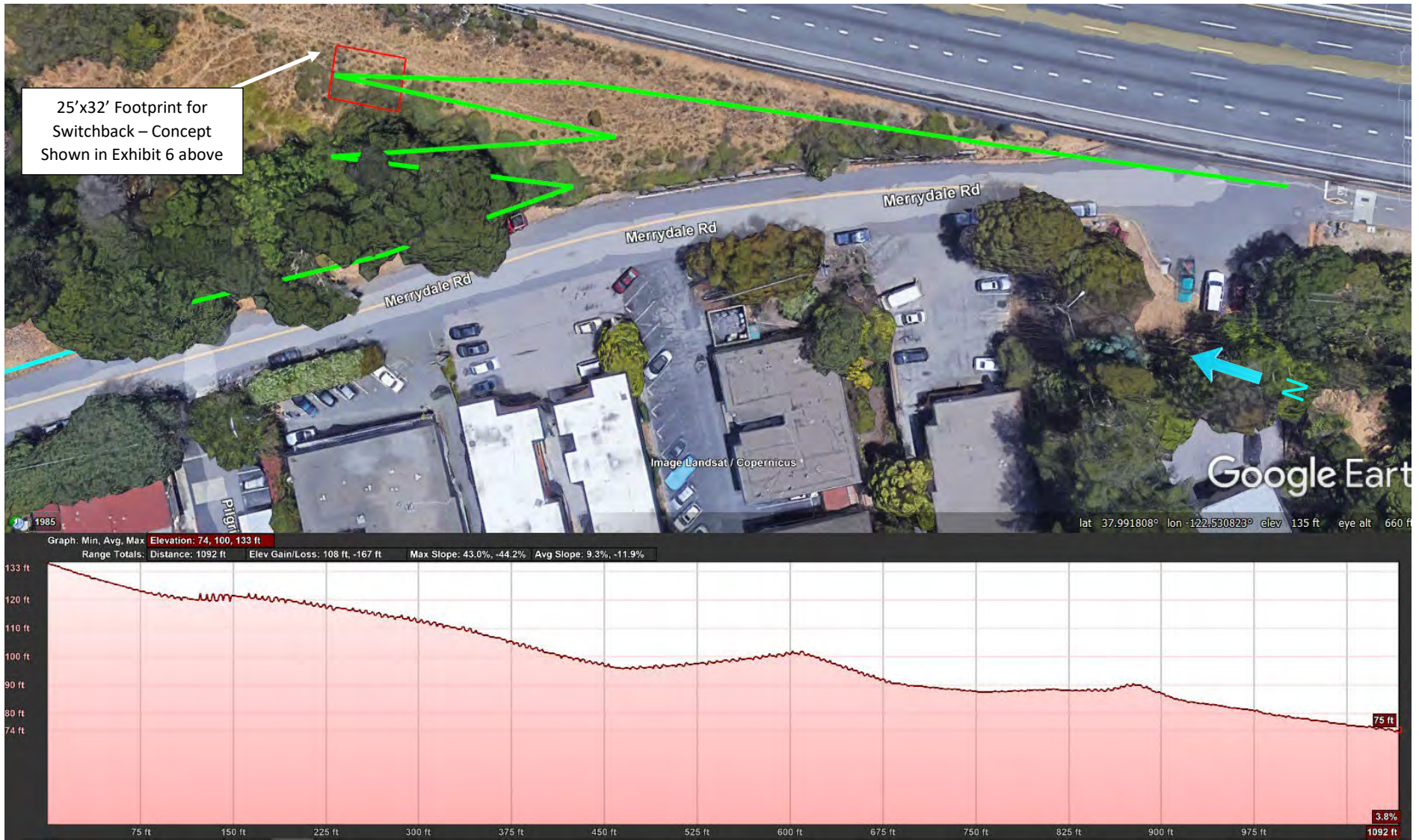


Exhibit 9 - Plan and Profile - Grade to slope no greater than 5%



## 2.0 – SEGMENT DESCRIPTIONS

### 2.2 – CYAN SEGMENT – Mid-Merrydale to North San Pedro Road

The Cyan Segment connects the Green segment at mid-Merrydale Road to both eastbound (EB) and westbound (WB) North San Pedro Road (NSP). This segment is expected to be constrained to an 8-foot minimum two-way pathway as it approaches NSP. Exhibit 10 shows a conceptual transition from Green to Cyan and Exhibit 11 (along with Exhibit 12) shows how driveways would be treated. The concept intersection connection for WB NSP cyclists is shown in Exhibit 13 – striping, and bike box with a loop detector. A new crosswalk across Merrydale, new pedestrian ramps at each corner, traffic signal island reconfigurations (especially at the northeast (NE) corner of the intersection), and drainage improvements are anticipated here. Improved signage and potential bike specific ramps could be used to facilitate transitions from pathway to roadway facilities. Cyclists continuing WB on NSP would wait at a bike box (with loop detector) at the new crosswalk and traverse the intersection via guide striping to a new Class II facility on NSP, connecting to the Light Green segment. EB NSP cyclists would use a continuous pathway to the Light Blue segment and connect to the existing Class I Pathway under Highway 101 per Exhibit 13 (see also description under Light Blue).



#### Mid-Merrydale to NSP

Exhibit 10 below shows a concept to transition from the Green Segment to the Cyan segment at mid-Merrydale. The pathway is expected to be 12-foot wide per the Caltrans minimum standard at the transition but will become constrained at several driveway crossings and the narrowing road ROW width. There is nearly 300-feet of pathway length along this segment between 50 and 66 Merrydale where a safety railing could be considered (e.g., Sir Francis Drake Blvd Rehabilitation project or E. Francisco Blvd Pathway). Where gaps must be maintained for driveway crossings, green highlight striping and signage could be used as shown in Exhibit 11. Exhibit 12 shows some of the constraints associated with existing conditions. Between 66 Merrydale and the intersection at NSP, the pathway is proposed to be 8-foot width with no shoulders to minimize driveway impacts. 12-foot minimum lane widths on Merrydale will be maintained and no lane shifts are envisioned. All improvements would be within the existing road ROW. This section of the Cyan segment would maintain driveway access via conform paving yet will require further analysis of existing grade conditions to ensure no changes to vehicular access. Drainage will be maintained with standard driveway culvert crossings and the entire ditch along Merrydale for the Cyan segment is expected to be piped. These new drainage facilities will connect to the existing drainage structures at the corner of NSP and Merrydale (see notes on Exhibit 13 – the NSP intersection concept).



2.0 – SEGMENT DESCRIPTIONS

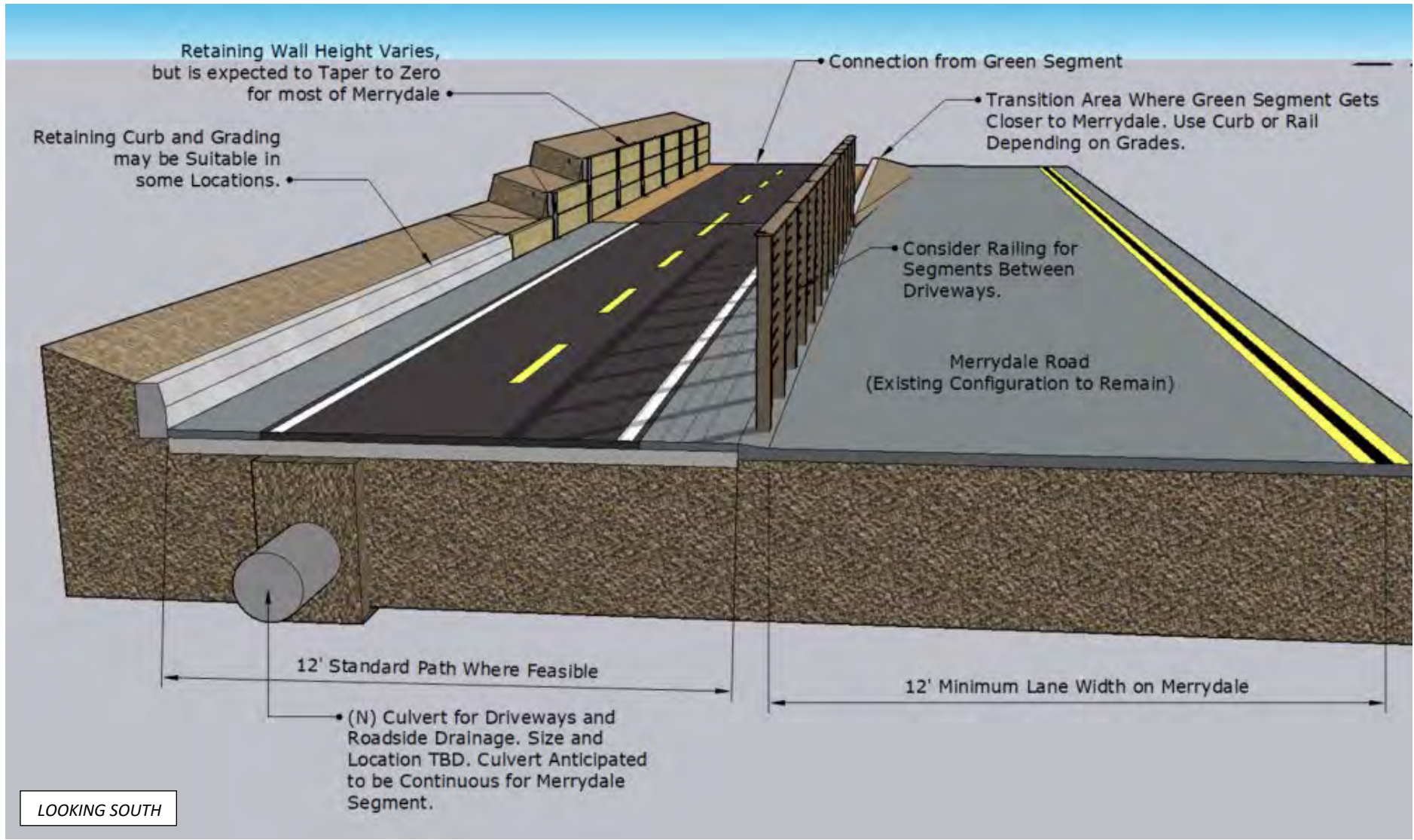


Exhibit 10 – Green Segment to Cyan Segment Connection along Merrydale Road



2.0 – SEGMENT DESCRIPTIONS

Where the pathway crosses driveways along this segment, National Association of City Transportation Officials (NACTO) design guidelines for raised cycle tracks could be applied to highlight the pathway in this section. There appears to be sufficient ROW and driveway depth to accommodate the pathway concept shown in Exhibit 11, but improvements on private property (using right-to-enters) for conform paving may be needed. Converting the existing roadside ditch to an infill culvert spanning the length of this section would facilitate making the grade changes necessary to cross driveways. Pathway lighting is anticipated (type and location to be determined) for the Cyan segment, however, further study is needed to understand impacts of pathway lighting to nearby residences and adjacent homes. Power for pathway lighting could be available from the existing signalized intersection at NSP.

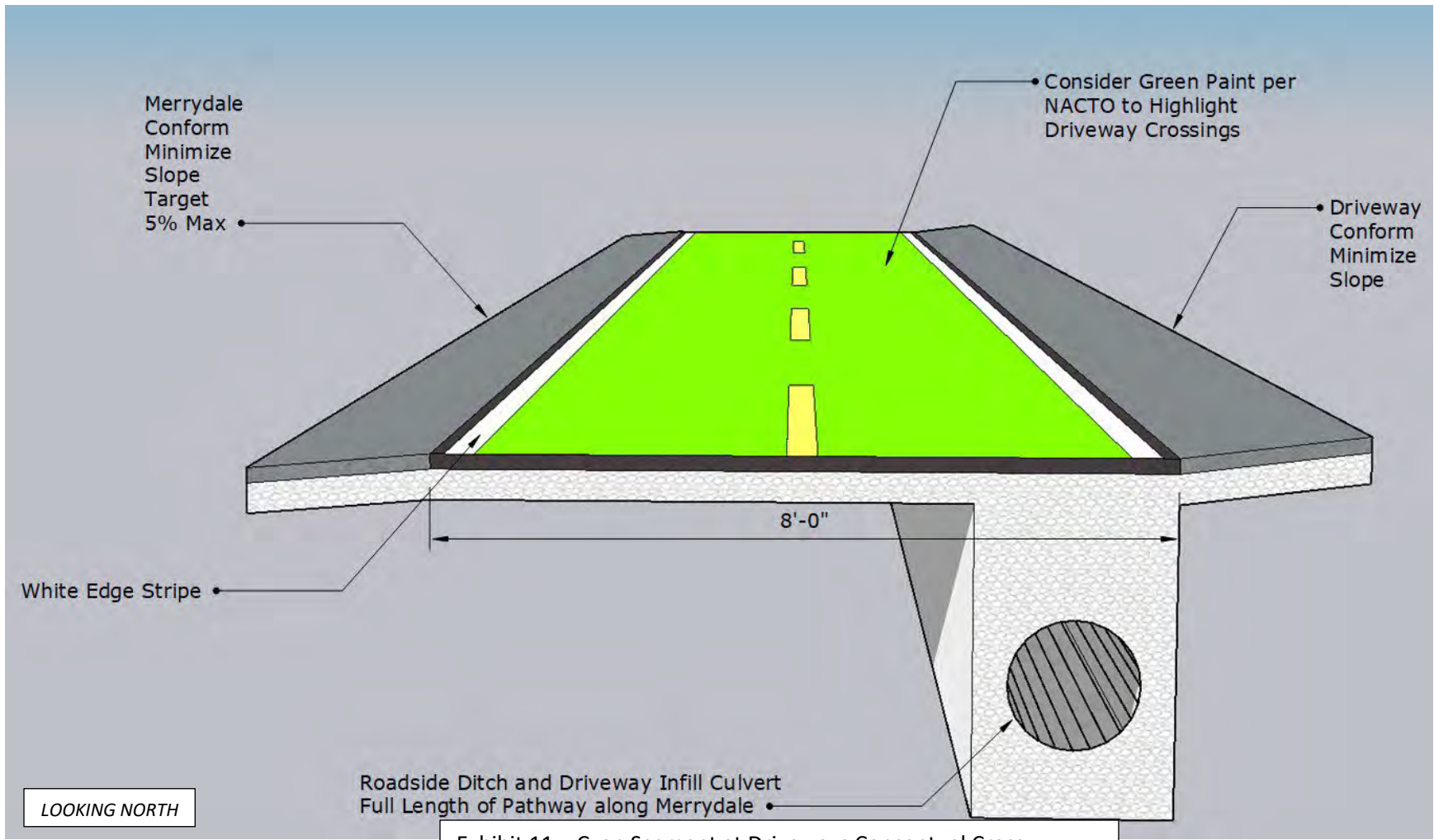
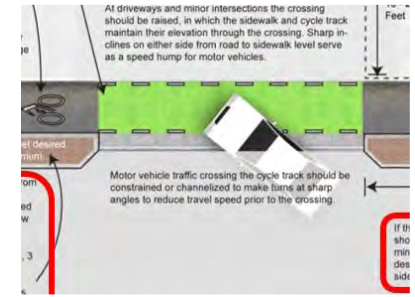


Exhibit 11 – Cyan Segment at Driveways Conceptual Cross



2.0 – SEGMENT DESCRIPTIONS

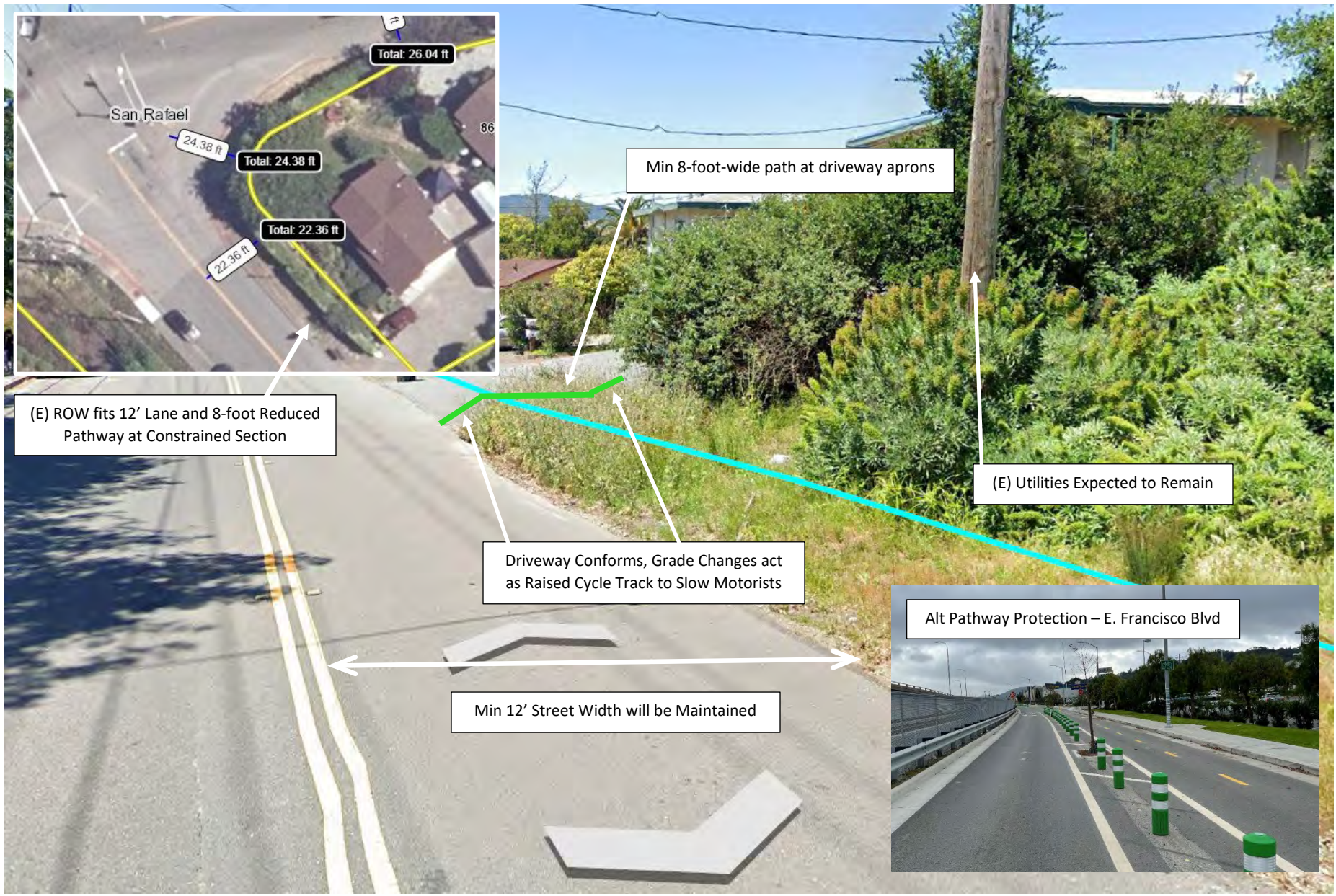


Exhibit 12 – Looking North on Merrydale towards NSP



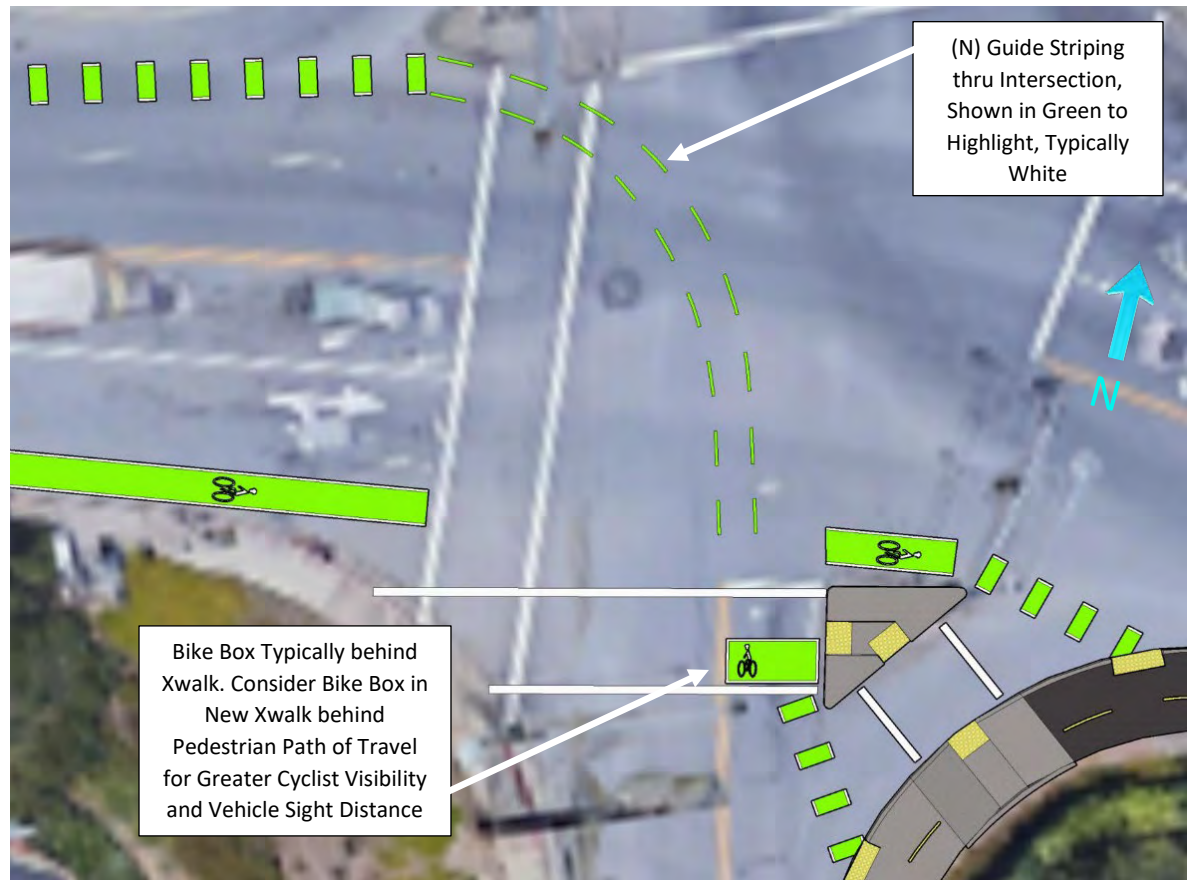
## 2.0 – SEGMENT DESCRIPTIONS

### Connection to NSP Intersection and Light Blue & Light Green Segments

Exhibit 13 shows the conceptual connection point at Merrydale and the NSP intersection for connecting to WB and EB NSP road travel. The inset exhibit to the right shows an aerial view of the intersection and the Exhibit 12 inset MarinMap exhibit shows 24-feet available for a 20-foot wide concept (12-foot free right turn and 8-foot path). The concept maintains 12' lane widths and transitions to a concrete walkway at the bottom of Merrydale to connect to the EB Light Blue segment (101 Connector), and a bike lane with a bike box and loop detector to connect to WB NSP and the Light Green segment.

The concept would entail the construction of a new 8-foot wide sidewalk and drainage improvements, along with reconstruction of the existing pork chop island at the SE corner of the Merrydale NSP intersection. A new crosswalk as shown and reconstruction of the curb ramps at all corners of this intersection should be anticipated as existing paths-of-travel are not ADA compliant. Existing signal poles may be able to remain, while adjustment/relocation of pull boxes is likely. Cyclist specific ramps or rolled curb configurations could be investigated for the SE corner pathway connections, however, misdirection of pedestrians is a concern – especially the seeing impaired. In lieu of bike specific ramps, cyclists could walk bicycles across the intersection through the reconstructed SE corner pork chop island.

Relocation and/or reconfiguration of the existing drainage inlets at the SE corner of the intersection is necessary to tie into path drainage from Merrydale and to capture pathway runoff coming from the Light Blue segment – which appears to convey Highway 101 overpass drainage. The existing conditions are shown in Exhibit 14. The EB connection to NSP would maintain an 8-foot two-way elevated bicycle and pedestrian travel way separated from motor traffic via a 6-inch curb, transitioning to a guardrail system like the existing condition under Highway 101. Connections to the proposed WB NSP Class II facility (Light Green segment) would be via guide striping through the intersection as shown above. Because this intersection is maintained by Caltrans, an encroachment permit will be needed and potentially a deeper level of study (DEER) depending on the extent and cost (>\$1M) of the total Caltrans encroachments for the selected project. While the DEER is typically reserved for project on the National Highway System (NHS), Caltrans may require one for this project.



2.0 – SEGMENT DESCRIPTIONS

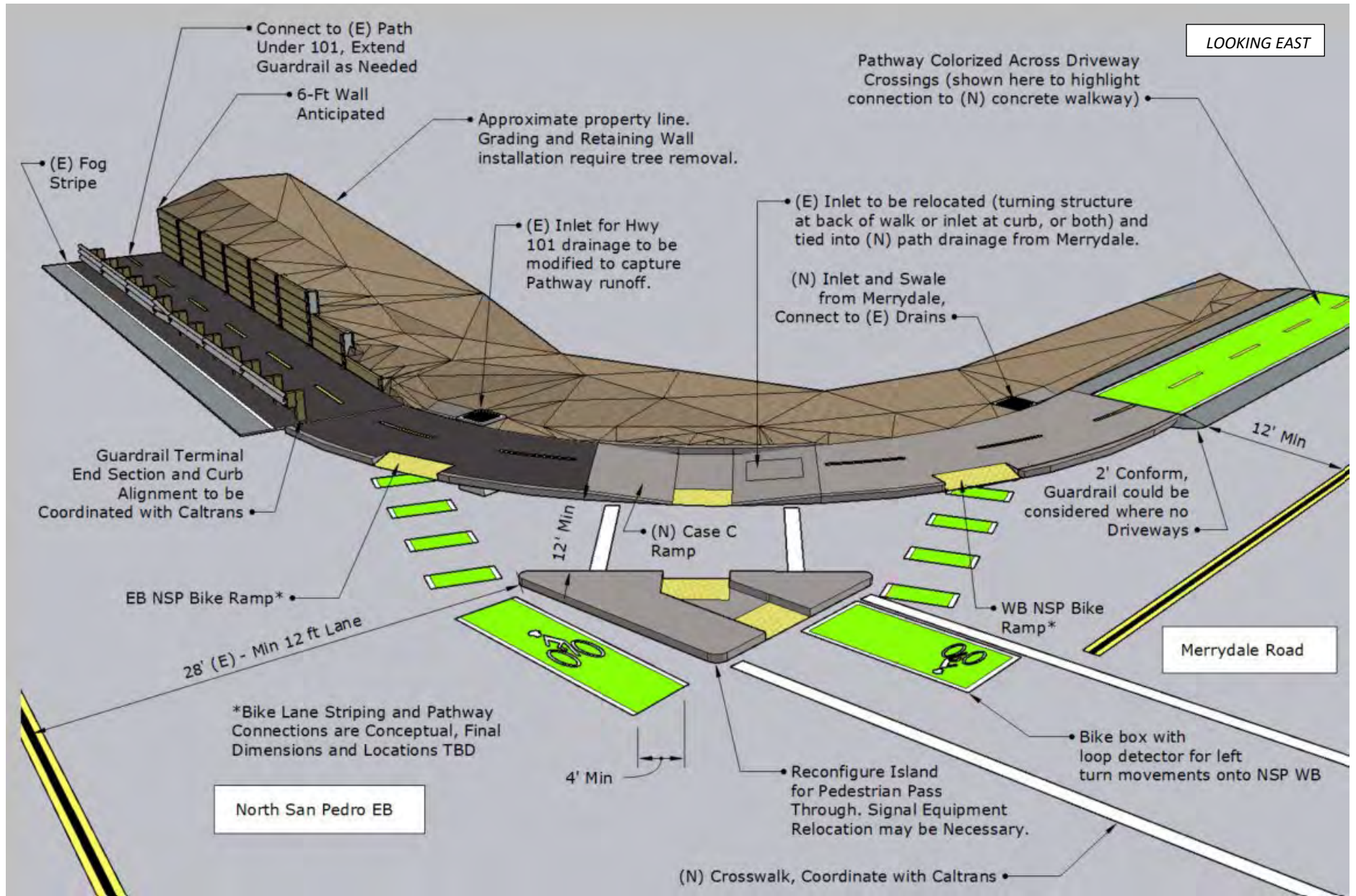


Exhibit 13 – Cyan Segment – Connection to North San Pedro Road Intersection and Light Blue Segment



2.0 – SEGMENT DESCRIPTIONS

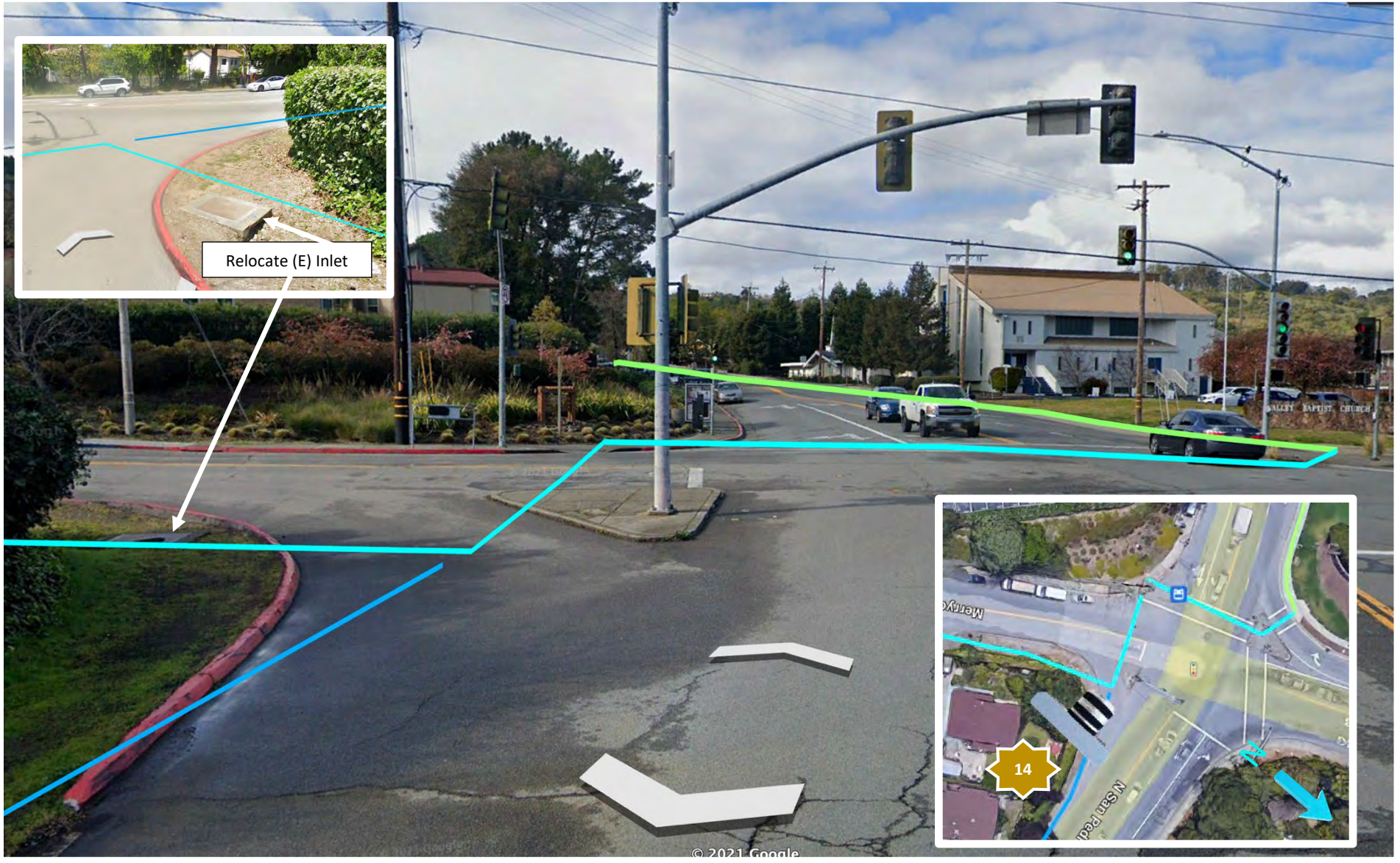


Exhibit 14 – Cyan Segment – Looking West on North San Pedro at Merrydale



## 2.0 – SEGMENT DESCRIPTIONS

### 2.3 – LIGHT BLUE SEGMENT – Hwy 101 Pathway Connector

OPTIONAL

The Light Blue Segment connects the intersection of Merrydale Road and NSP to the existing Caltrans pathway under Interstate 101. This segment is considered optional as it is not part of the Lincoln Ave to SMART Pathway connection. The concept maintains existing 12-foot lane widths and results in no lane configuration change while generally maintaining the location of the existing fog stripe. The road longitudinal slope is less than 5% and the entirety of this segment is expected to be located within NSP ROW with a reduced width 8-foot two way pathway without shoulders. Some tree removal is anticipated because of the pathway installation, and an adjacent slope will need to be cutback to accommodate the new soldier pile wall. A combination of surface drainage and catch basins/buried culverts were included in the estimate of probable cost for this segment as existing freeway drainage makes its way along the road edge to a catch basin at the Merrydale intersection. Pathway lighting is anticipated in this segment (type and location to be determined) and is estimated to require a standard luminaire every 40 feet or so. A lighting study and investigation into existing power sources should be conducted, but power should be available at the Merrydale intersection. Underground conduit installation is anticipated and was included in the estimate.

Exhibit 15 shows a cross section of the proposed pathway and Exhibit 16 shows existing conditions. The concept includes a Midwest guardrail system (MGS) barrier, treated with a flared end terminal, to provide a barrier spanning the length of this 300-foot path. The flared end terminal and path alignment should be analyzed for optimal placement and termination at the Merrydale intersection. A 10-foot overall width from the existing fog stripe would be needed to accommodate the 8-foot path and MGS. The new retaining wall is expected to taper to zero elevation as the path approaches either end of this segment.

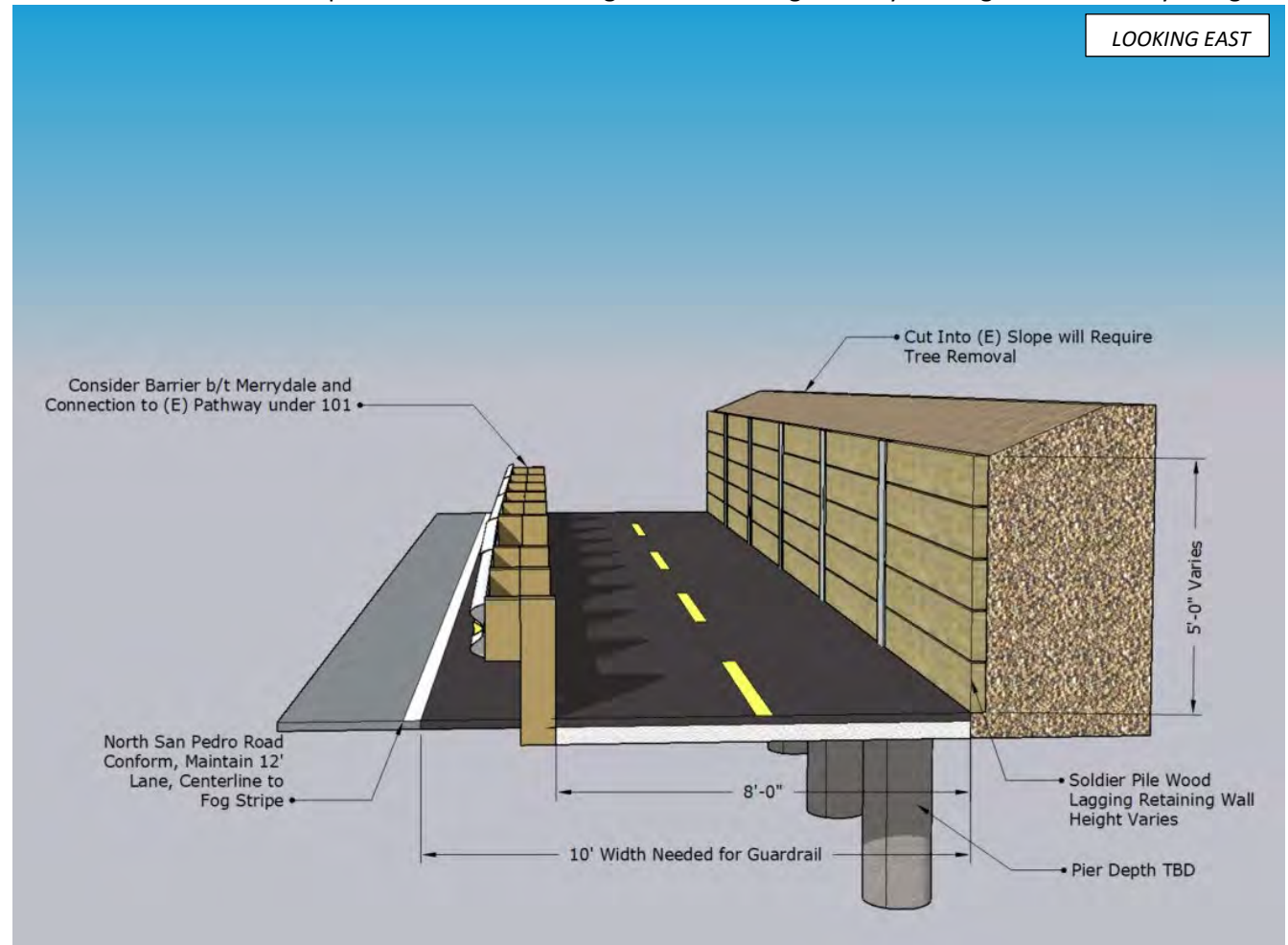


Exhibit 15 – Light Blue Segment – Class I Bikeway connection to existing AC path under freeway

2.0 – SEGMENT DESCRIPTIONS



Exhibit 16 – Light Blue Segment – Looking East on North San Pedro at Merrydale



## 2.0 – SEGMENT DESCRIPTIONS

### 2.4 – LIGHT GREEN SEGMENT – North San Pedro West



The Light Green Segment connects the intersection of Merrydale Road to the westbound portion of NSP at the existing SMART rail crossing. This section of the study highlights several feasible concepts for this 600-foot long segment. The concept shown in Exhibit 17 preserves the existing curb to curb street width by proposing to reduce lane widths to 10-feet allowing for an additional EB Class II facility while minimizing lane reconfiguration and infrastructure replacement. Exhibit 20 illustrates the development of a reduced width Class I pathway on the

north side of NSP and would also require reduced lane widths to accommodate the new facility. All alternatives discussed in this section are targeted to be located within NSP ROW. Some allowances for drainage improvements were included in the estimate of probable cost for this segment to address aging infrastructure, but changes to existing drainage patterns are not anticipated. While existing roadway lighting is anticipated to be adequate, new luminaires every 40 feet are included in the estimate of probable cost for budgeting purposes. Existing parking and lane configurations are preserved in the Exhibit 17 proposed concept while extensive traffic studies are needed to further assess the feasibility of a Class I pathways in this segment.

#### Exhibit 17 – NSP Class II Bikeway

Exhibit 17 shows a cross section of the proposed changes to NSP in this segment, Exhibit 18 shows a plan view, and Exhibit 19 shows existing conditions. The intent of this concept is to preserve the existing 55-foot width between curbs to minimize roadway changes in this short segment. Parking is preserved and the width needed for an additional Class II facility would come from lane reductions to 10-feet. Narrowing of lanes by 1-2 feet in this short segment is feasible and may encourage slower vehicular speeds. Green bike lane markings would greatly enhance visibility for the new Class II facility. EB NSP on-street parking is heavily utilized and so this option preserves parking to minimize impacts. The connection points to the SMART ROW are discussed further under Exhibits 21 and 22 and need additional study due to the CPUC required signalization at the rail crossing (see Red Segment for further elaboration on the EB NSP connection). Signal interconnection and timing adjustments to the Los Ranchitos intersection may be needed and broader coordination with the City of San Rafael and Marin County is needed. There are several alternatives for reconfiguration of the Los Ranchitos intersection and the existing bike/ped facilities between here and the SMART ROW, however that is beyond the scope of this study.



2.0 – SEGMENT DESCRIPTIONS

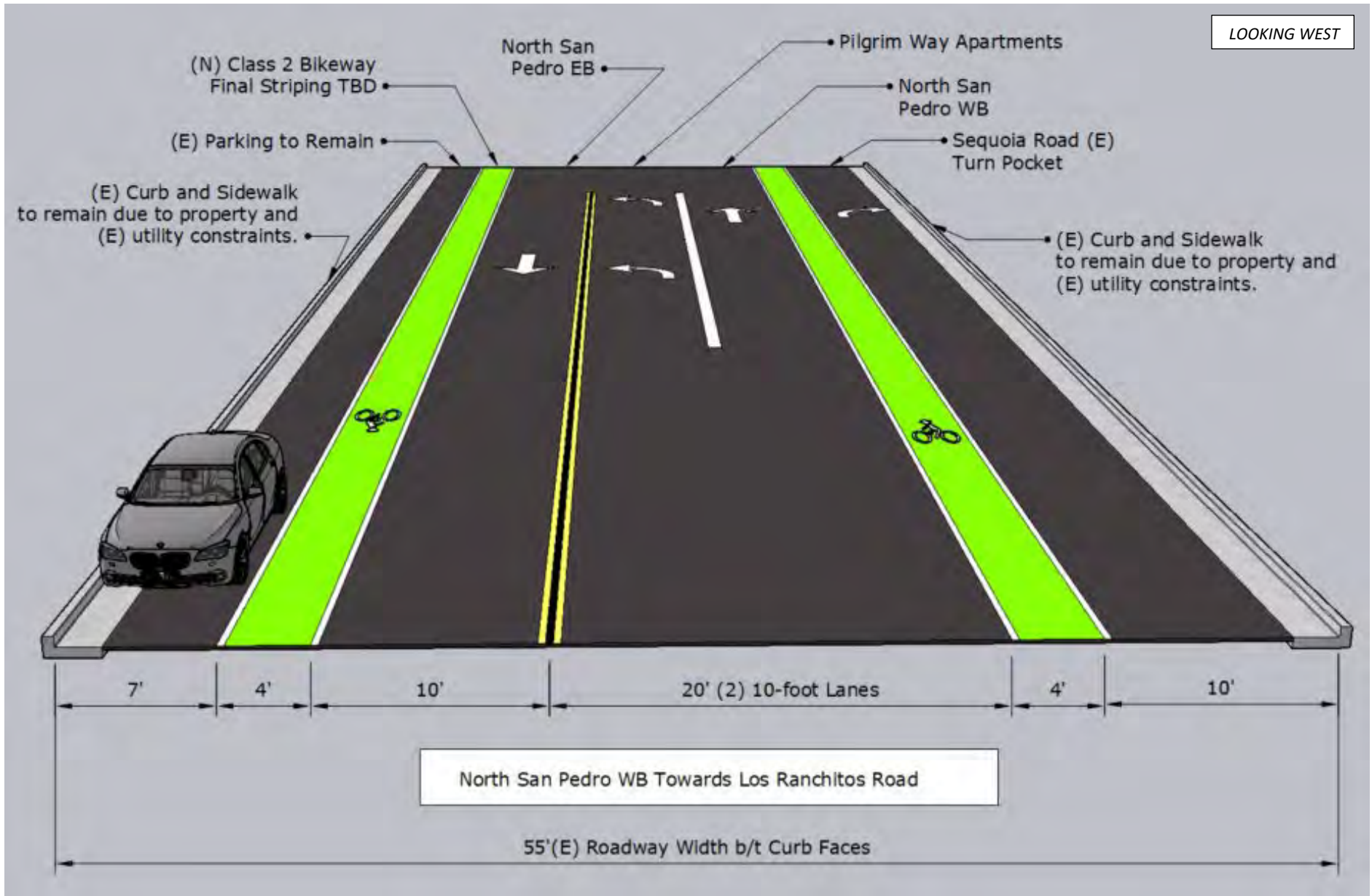


Exhibit 17 – Light Green Segment – NSP Class II Bikeway



2.0 – SEGMENT DESCRIPTIONS



Exhibit 18 – Light Green Segment – NSP Class II Bikeway Concept  
Feasibility Study – Puerto Suello Hill Path – May 17, 2022



2.0 – SEGMENT DESCRIPTIONS



Exhibit 19 – Light Green Segment – NSP Looking West



## 2.0 – SEGMENT DESCRIPTIONS

### Exhibit 18 – NSP Class I Bikeway

Exhibit 20 below shows the concept of a Class I bikeway for the Light Green segment – two-way bicycle and pedestrian travel on the north side of NSP. To accommodate the 9-foot width of the new bikeway, the existing curb, gutter, and sidewalk on the north side of NSP would be reconstructed. Lane widths would be reduced to 10 feet as shown and the existing sidewalk on the south side of NSP would be removed and existing parking relocated to align with the old back of sidewalk. Due to ROW constraints, extensive utility relocations, and landscaping impacts, this alternative would require extensive coordination among stakeholders to determine its feasibility and would be significantly more expensive than a Class II facility. Parking removal along this segment would facilitate the alternative, but due to its heavy utilization, the existing parking on the south side of NSP is assumed to be highly desirable. Finally, cyclists travelling EB on NSP from Los Ranchitos would likely utilize vehicular lanes (currently Class III) in lieu of crossing at Los Ranchitos to use the new two-way path (for such a short distance along the Light Green segment), then crossing again at Merrydale to make the connection to the other segments.



A third alternative could be to construct a similar Class I bikeway on the south side of NSP – effectively flipping the concept in Exhibit 20. Construction on the south side would require similar curb and gutter demolition and lane width reductions per Exhibit 20. Parking could likely not remain on the south side of NSP EB due to the required lane shifts (e.g., centerline moves 4 to 5-feet north) which creates lane alignment issues at both the Merrydale and Los Ranchitos intersections. There would also be a conflict with the existing bus stop at the Merrydale intersection. Other alternatives such as 6-foot wide sidewalks on both sides (3-feet + 3-feet bike/ped mixed use) were briefly considered, but pedestrian-cyclist conflicts were anticipated to be high due to the extensive parking use and bus stop at Merrydale.

2.0 – SEGMENT DESCRIPTIONS

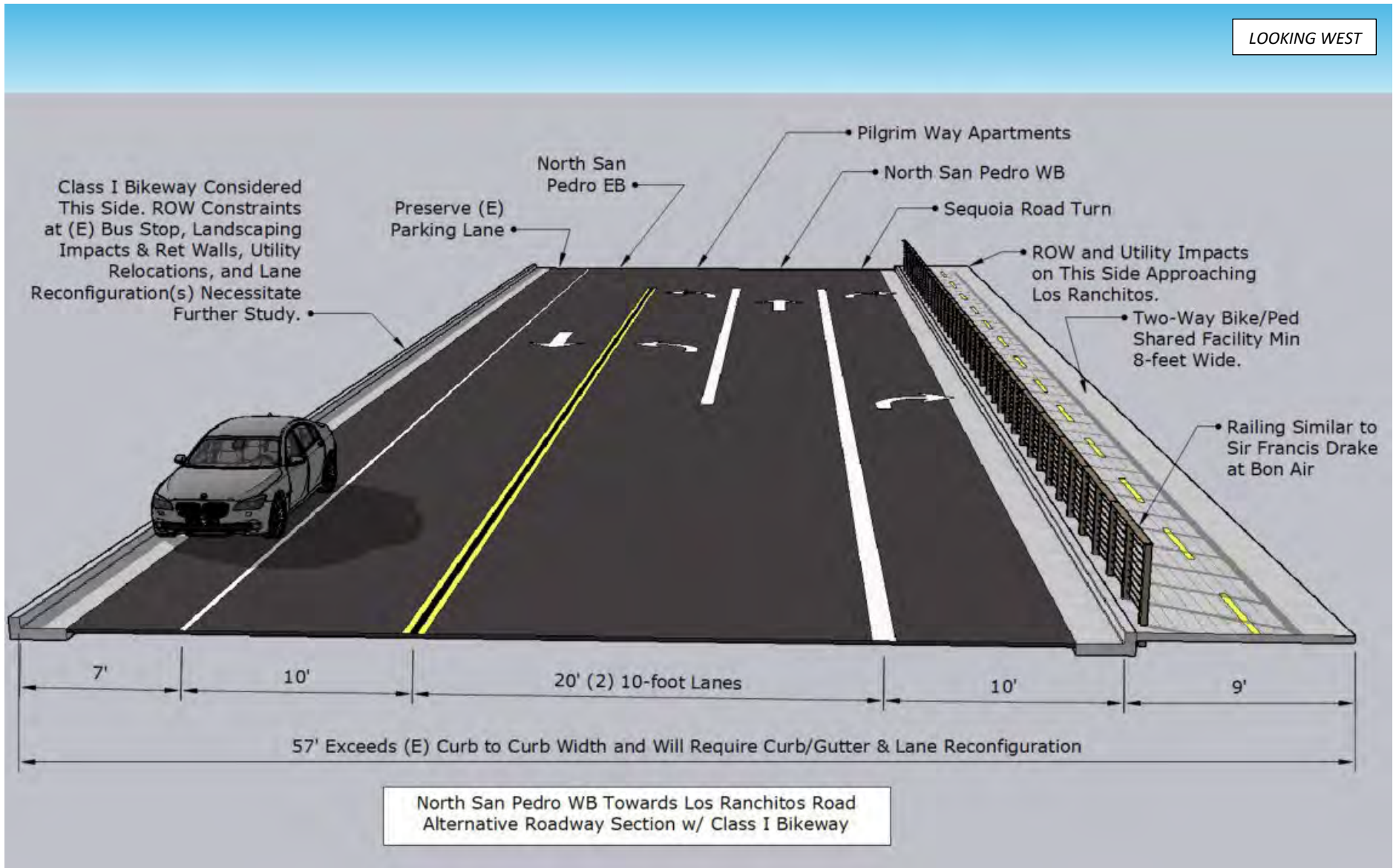


Exhibit 20 – Light Green Segment – NSP Class I Bikeway



## 2.0 – SEGMENT DESCRIPTIONS



Exhibit 21 – NSP Looking EB – Signalization at SMART Crossing to be Coordinated with Los Ranchitos (E) Signal

It is understood that crossing for pedestrians and cyclists at the SMART tracks requires signalization per the CPUC. Due to the proximity of the Los Ranchitos signal (County of Marin jurisdiction), signal interconnection and the final configuration of these crossings (for both EB and WB travel on NSP) will need further study.



2.0 – SEGMENT DESCRIPTIONS



Exhibit 22 – NSP Looking EB – Class II Bikeway Connection to (E) SMART Crossing

The proposed configuration intends to channelize pedestrian and bicycle movements similar to the inset photo of the (E) SMART crossing at Civic Center Drive in San Rafael. The sidewalk on both sides of the SMART tracks for EB and WB NSP movements would be widened to 8-feet to accommodate dual-use with striping and signage improvements to facilitate route-finding. Another alternative would be to continue the Class II facility in the NSP roadway (while avoiding modifications to the existing sidewalk) as there is sufficient lane width on both sides.



## 2.0 – SEGMENT DESCRIPTIONS

### 2.5 – BLUE SEGMENT – Pilgrim Way

The Blue Segment connects Merrydale (via a mid-block crosswalk) to the Pilgrim Park Apartments driveway ending at the corner as shown in Exhibit 23. From here, it would connect to the SMART berm (Red Segment) via the Orange Segment or to the Magenta Segment continuing along the Pilgrim Way driveway. Exhibit 24 shows an excerpt from the City of San Rafael Bike/Ped Master plan and identifies this as project A10. Exhibit 25 shows a parcel map for this area and identifies an existing 16-foot wide Marin Municipal Water District easement that would be the basis for bike/ped access through this segment. Due to the inherent access issues, further study of the easement and coordination with property owners is needed to assess the feasibility of this segment.





2.0 – SEGMENT DESCRIPTIONS

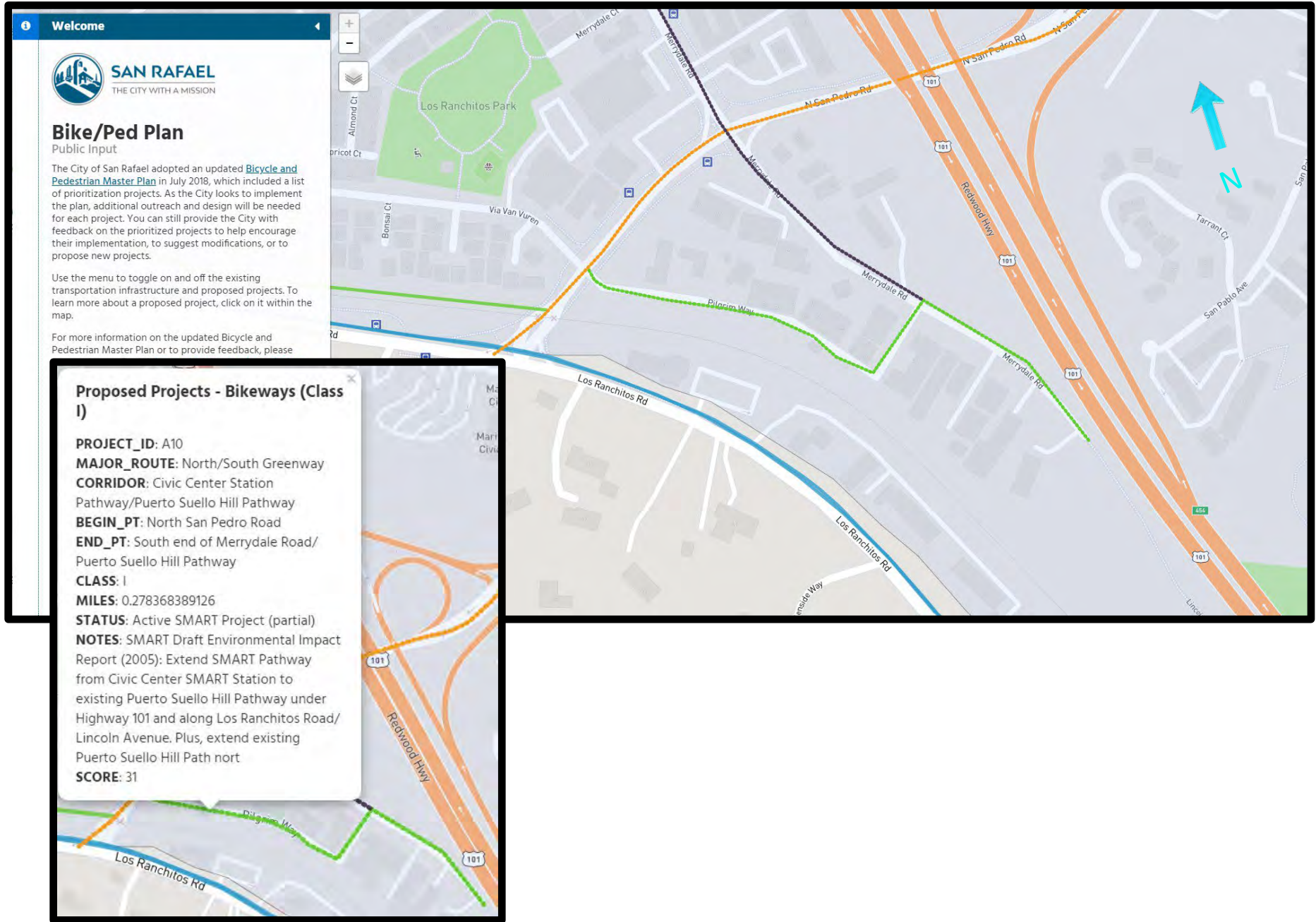


Exhibit 24 – City of San Rafael Bike/Ped Master Plan Excerpt

Feasibility Study – Puerto Suello Hill Path – May 17, 2022

2.0 – SEGMENT DESCRIPTIONS

- (1) N 12° 17' 59" E 83.353
- (2) N 53° 12' 52" E 16.142
- (3) N 08° 39' 20" E 28.053
- (4) N 17° 23' 12" W 16.408
- (5) N 08° 36' 11" E 21.83
- (6) N 40° 02' 22" E 7.754

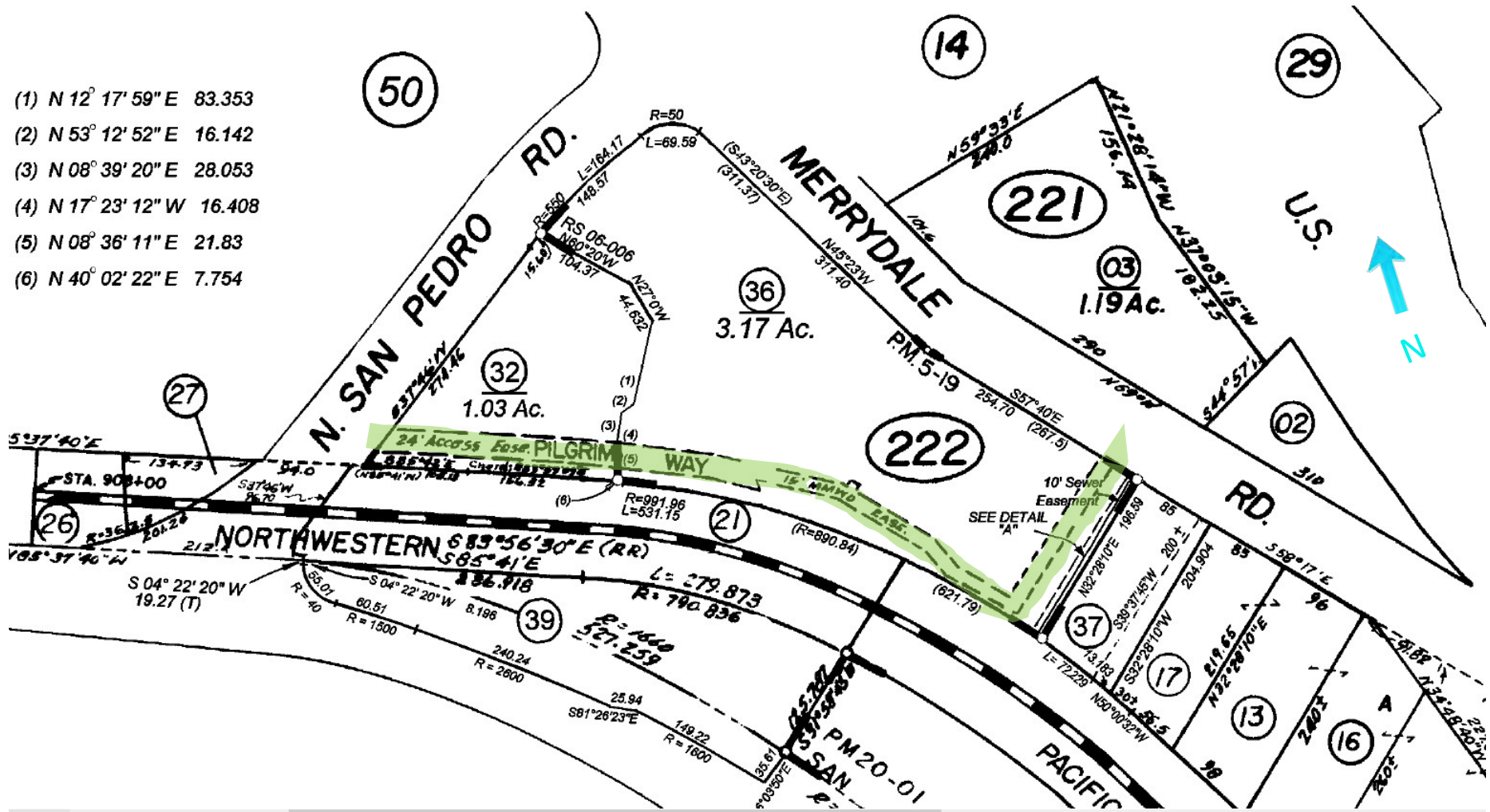


Exhibit 25 – Pilgrim Way Access Easement and MMWD Easement



## 2.0 – SEGMENT DESCRIPTIONS

### 2.6 – MAGENTA SEGMENT – Pilgrim Way to North San Pedro

The Magenta Segment connects the Blue Segment to NSP through the Pilgrim Park Apartments driveway. Exhibit 24 shows an excerpt from the City of San Rafael Bike/Ped Master plan and identifies this as project A10. Exhibit 25 shows a parcel map for this area and identifies an existing 16-foot wide Marin Municipal Water District easement as well as a 24-foot Access Easement, both of which would be the basis for bike/ped access through this segment. Due to the access issues and unknown easement conditions, further study and coordination with Pilgrim Way Apartments is needed to assess the feasibility of this segment.



Exhibit 26 – Pilgrim Way Access – Looking North towards North San Pedro – 24' Access Easement and MMWD Easement



## 2.0 – SEGMENT DESCRIPTIONS

### 2.7 – ORANGE SEGMENT – Pilgrim Connector

The Orange Segment is a short connection from the Blue Segment to the SMART berm Red Segment as shown in Exhibit 27. It is envisioned to be a concrete ramp at 5% maximum running slope with retaining walls similar to other concepts in this study. Security fencing and public access at this location is a concern and further coordination with Pilgrim Park is needed. Due to the access issues associated with the Blue Segment, further study and coordination with Pilgrim Way Apartments is needed to assess the feasibility of this segment.



Exhibit 27 – SMART Berm Connection – Looking West towards the SMART Railway



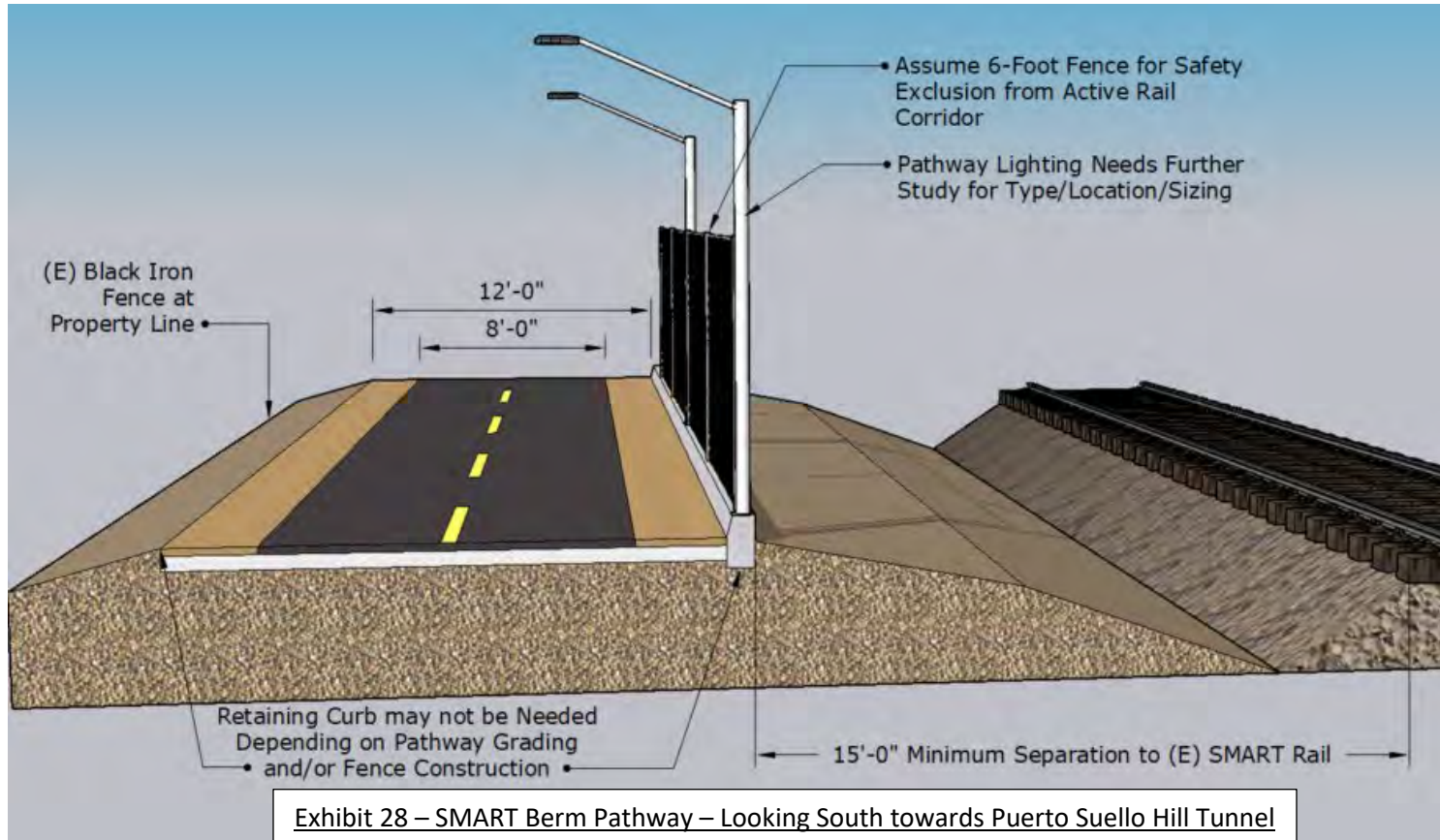
## 2.0 – SEGMENT DESCRIPTIONS

### 2.8 – RED SEGMENT – SMART Berm

The Red Segment provides a connection from the Yellow Segment (Zoon or WTB/TAM alignment) to NSP, and the concept is shown in Exhibit 26. The entirety of the red segment is located within SMART ROW with sufficient width for the Class I Bikeway minimum standard. Some tree removal is anticipated due to the grading for pathway installation. The new pathway would be installed a minimum of 15-foot away from the SMART railway and continuous exclusionary fencing would be used to prohibit access to the rail corridor. A



combination of surface drainage and catch basins/buried culverts were included in the estimate of probable cost for this segment in light of identified existing drainage facilities (rock rip rap towards Pilgrim Way). Pathway lighting is anticipated in this segment (type and location to be determined) and is estimated to require a standard luminaire approximately every 40 feet. Pathway lighting along this segment may affect nearby residents at the Pilgrim Park Apartments



and a lighting study and investigation into existing power sources should be conducted. A continuous cane detectable curb may be needed for ADA compliance and is included in the engineer's estimate. Exhibit 29 shows existing conditions and Exhibit 30 shows a reduced pathway section to 8-foot wide with no shoulders to avoid relocation of an existing building and to keep the improvements within the existing ROW. Red Segment termination and the CPUC required signalization need further study to determine the final configuration of the connection to NSP.



## 2.0 – SEGMENT DESCRIPTIONS



The connection here could be similar to that as shown in Exhibit 20 (inset photo of the (E) SMART crossing at Civic Center Drive in San Rafael). The sidewalk at this location could be widened to 8-feet in combination with improved striping and signage to decrease potential bike/ped conflicts and to facilitate route-finding. It is understood that crossing for pedestrians and cyclists at this location requires signalization per the CPUC. Due to the proximity of the Los Ranchitos signal (County of Marin jurisdiction) and potential for signal interconnection, the final configuration of this connection will need further study.



2.0 – SEGMENT DESCRIPTIONS

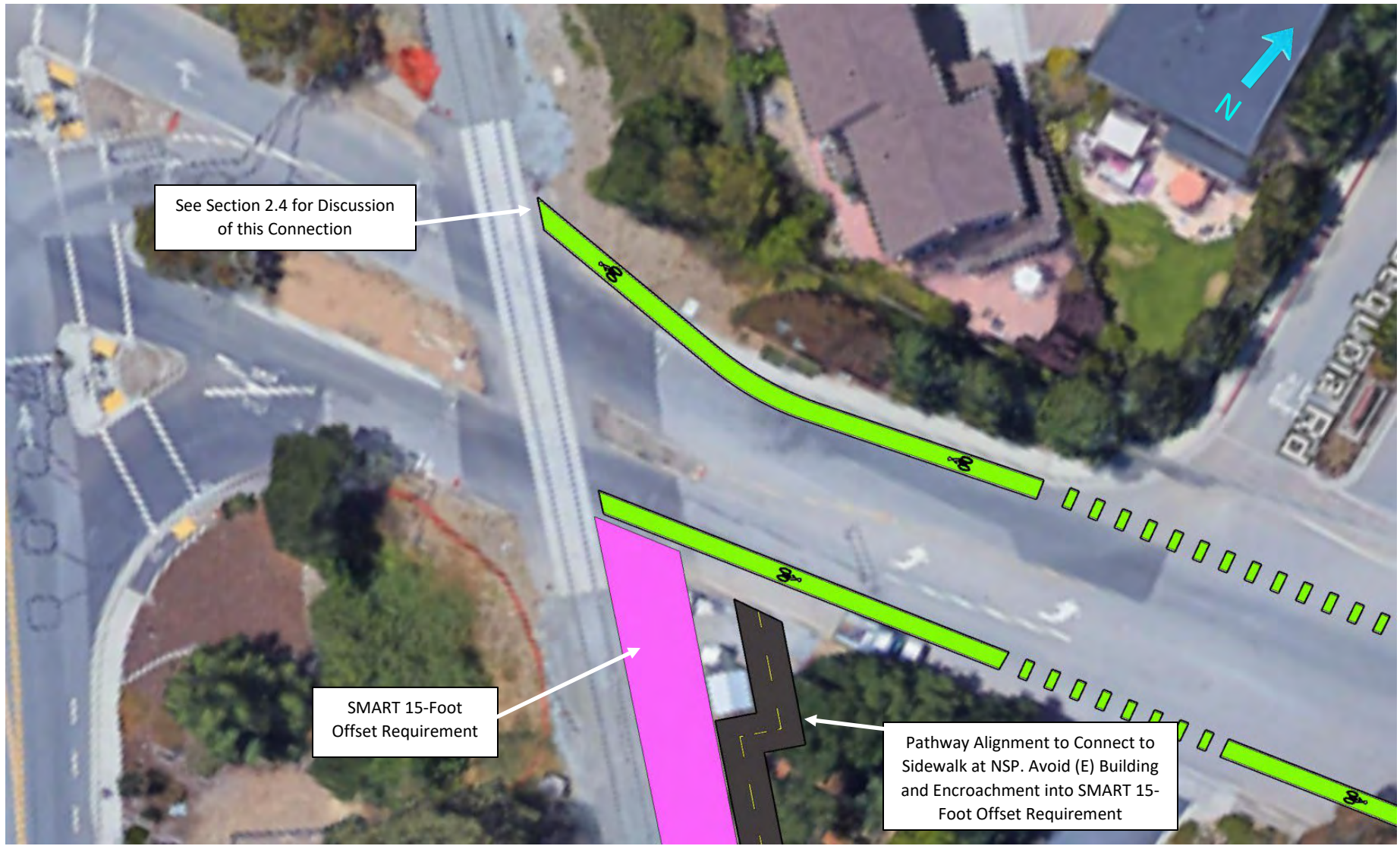


Exhibit 30 – Red Segment – Equipment Enclosure Pathway Routing and Connection to NSP

The 15-foot offset requirement and existing green building shown in Exhibit 29 result in the necessity to shift the route as shown in Exhibit 30. Striping and signage should be used to alert cyclists of this change and warn them of the approaching tee-intersection at the NSP sidewalk. As described in Section 2.4, signalization of this intersection requires further study.



## 2.0 – SEGMENT DESCRIPTIONS

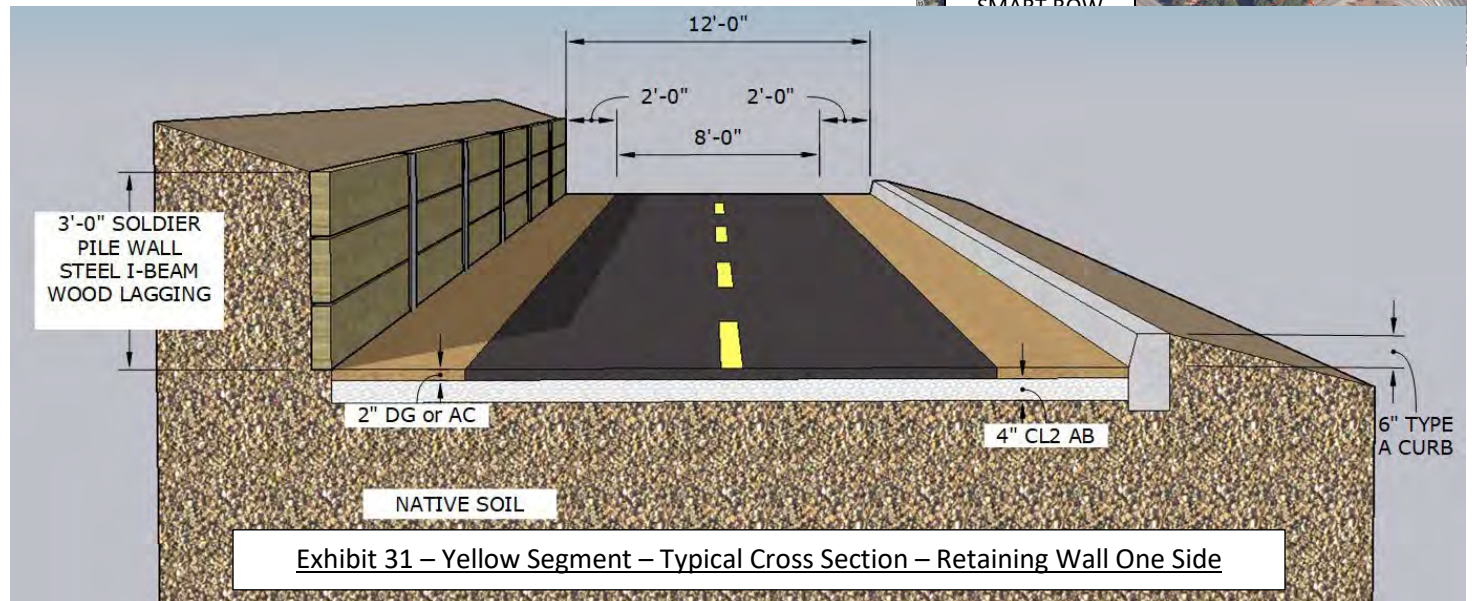
### 2.9 – YELLOW SEGMENT – Upper Caltrans Path to SMART Berm (Red Segment)

The Yellow Segment connects the existing Caltrans Class I Bikeway to the Red segment and aims for a direct route to SMART's ROW installing the Caltrans Standards Class I Bikeway with a continuous maximum running slope of 5% and a cross slope of 1.5%. This alignment traverses a Caltrans parcel that is directly adjacent to Highway 101 and the SMART ROW. When compared to the WTB/TAM alternative (which takes a more gradual route), this alignment is shorter by about 200 linear feet. For this alternative, switchback configurations of varying dimensions are needed to navigate areas of steep terrain and maintain the Class I standard. Extensive grading, tree removal, and retaining walls from 2 to 10 feet tall are envisioned to enable the installation of the standard Caltrans Class I bikeway. The pathway cross section is expected to vary from top to bottom including segments with no retaining walls (Exhibit 28), segments with retaining walls on one side (Exhibit 31 below) and retaining walls both sides as shown in the Light Green Segment (Exhibit 7). As steep terrain is encountered, the retaining wall shown in Exhibit 31 may be as tall at 10-feet. There is a PG&E gas line running along the base of the hill at the bottom of this segment (see WTB/TAM Exhibit 34) that will require further coordination with PG&E. See Section 2.10 for more information regarding constraints associated with the gas line.

Pathway grades and drainage facilities will need to be further analyzed to address drainage in this area; however, a combination of surface drainage and catch basins/buried culverts were included in the estimate of probable cost for this segment.

Drainage through the switchback area(s) needs further study but could be accomplished with either permeable paving and/or several grated inlets at strategic low spots along the pathway. Pathway lighting is anticipated (type and location to be determined) and is estimated to require a standard luminaire approximately every 40 feet with underground conduit and pullboxes for power. A lighting study and investigation into existing power sources should be conducted. A standard single

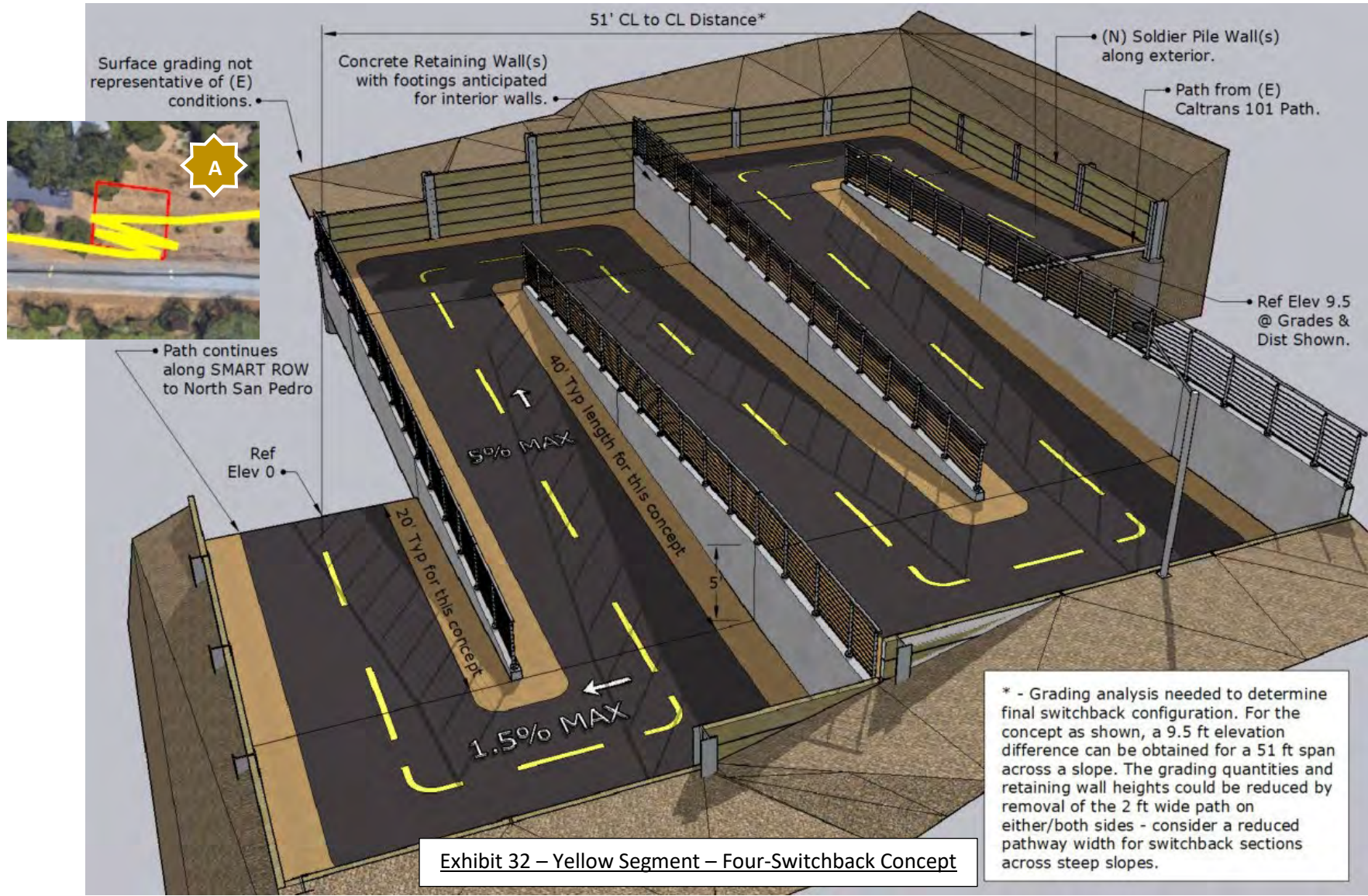
switchback concept is shown in Exhibit 8 which would apply to several locations along this segment. Exhibit 32 shows a conceptual four-switchback





## 2.0 – SEGMENT DESCRIPTIONS

configuration. The concept switchback results in a 51'x60' footprint (red box inset photo and "Location A" in Exhibit 34), which may result in tall retaining walls across steep terrain. Detailed topography and analysis would identify problem areas wherein reduced pathway widths may be considered (i.e., maintain minimum 8-foot paved two-way pathway without shoulders). Further, the ADA allows pathway grades as steep as 8.33% with regularly spaced resting areas. The switchbacks could serve as resting areas and be designed with this in mind thereby reducing costs and grading impacts.





2.0 – SEGMENT DESCRIPTIONS



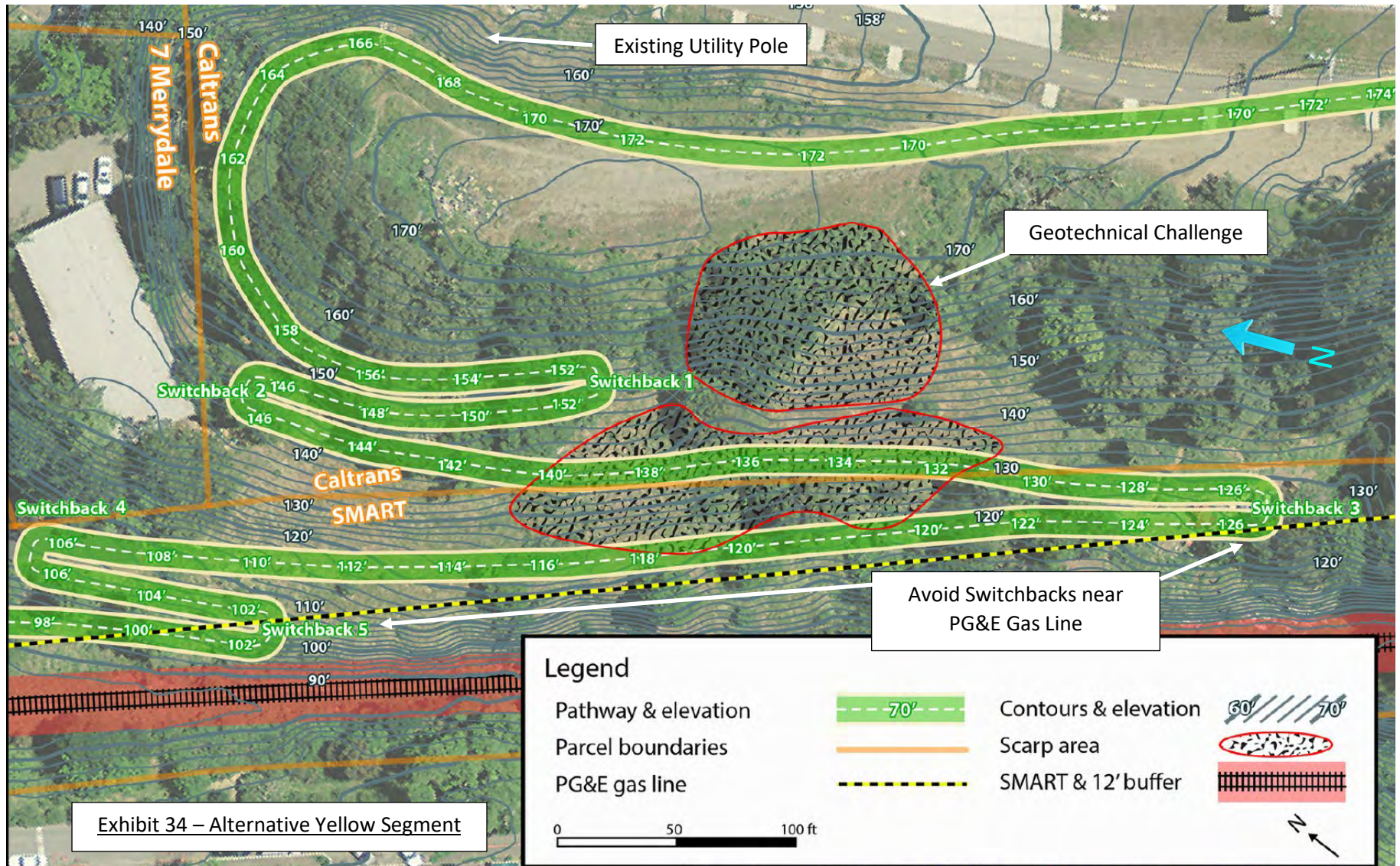
Exhibit 33 - Plan and Profile - Grade to Slope no Greater Than 5% - Location A Highlights Four-Switchback Area



## 2.0 – SEGMENT DESCRIPTIONS

### 2.10 – Alternative Yellow Segment - WTB TAM Alternative 7

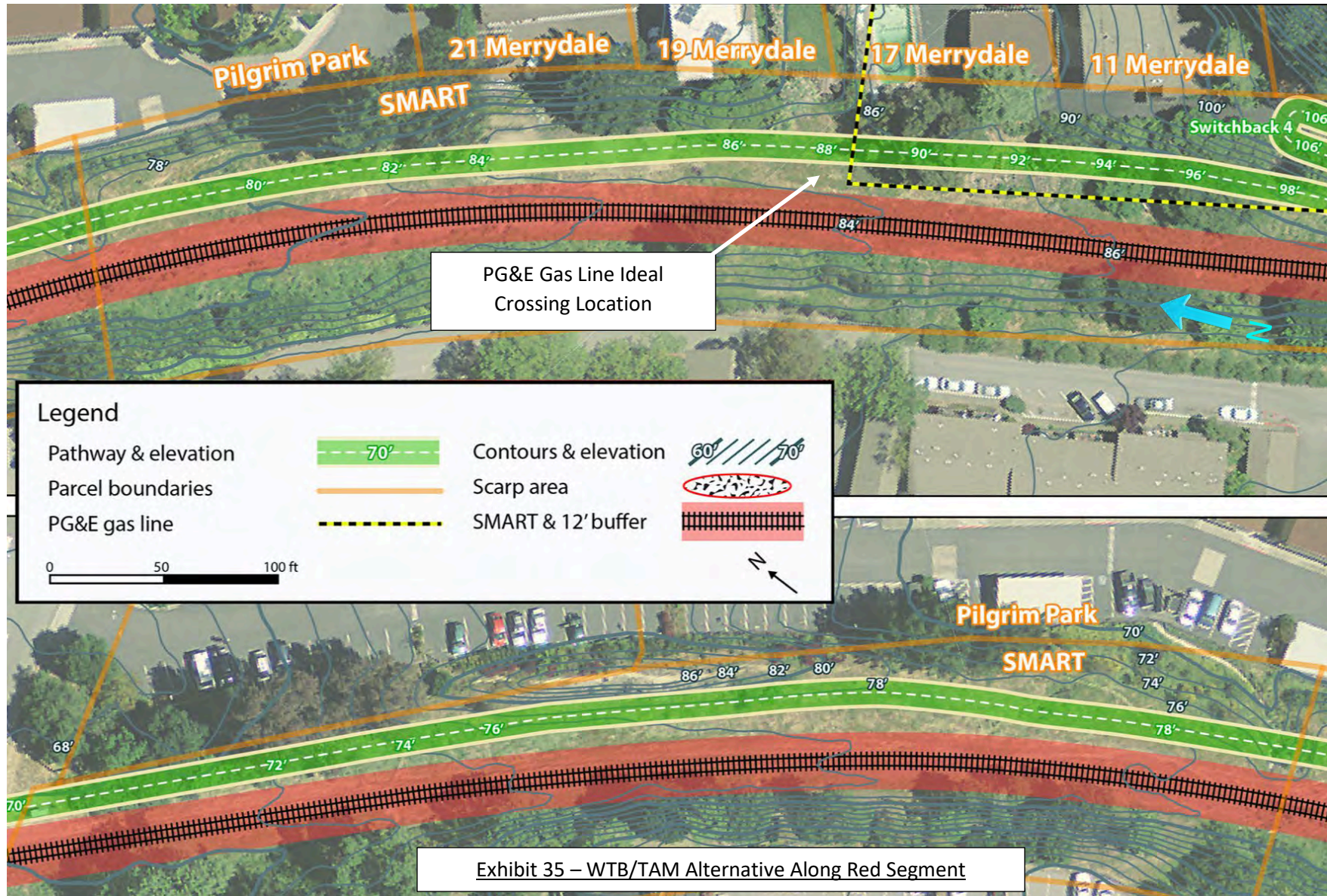
The WTB TAM Alternative 7 roughly follows the same alignment as the Yellow Segment to connect to the Red Segment, however, it meanders further north seeking to follow flatter grades which results in a 2000-foot long path+/- which is 200-foot longer than the Yellow Segment. The WTB Tam Alternative 7 segment shares all the constraints and opportunities (i.e., grading impact reductions) as discussed in Section 2.9. While costs for this alternative increase slightly due to the longer path and resultant additional grading/tree removal, etc, it is comparable to the Yellow Segment.





## 2.0 – SEGMENT DESCRIPTIONS

The WTB TAM Alternative 7 analysis extends to NSP mirroring the Red Segment (Exhibit 35 below) and sharing the constraints/opportunities as discussed in Section 2.8. This section of the WTB/TAM alignment was not re-analyzed due to the similarities and so costs for the Red Segment were added to the 2000-foot segment shown in Exhibit 34 above to arrive at the total estimated cost as presented in the appendices.





## 2.0 – SEGMENT DESCRIPTIONS

The WTB TAM Alternative 7 analysis provides an excellent grading analysis (Exhibit 36 below). This analysis is consistent with the analysis of the Yellow Segment. For both the Yellow segment and WTB/TAM’s alternatives, additional grading analysis could result in reduced retaining wall heights and cut/fill balancing to reduce the amount of grading and material off-haul/import – all of which would further reduce costs associated with each alternative.

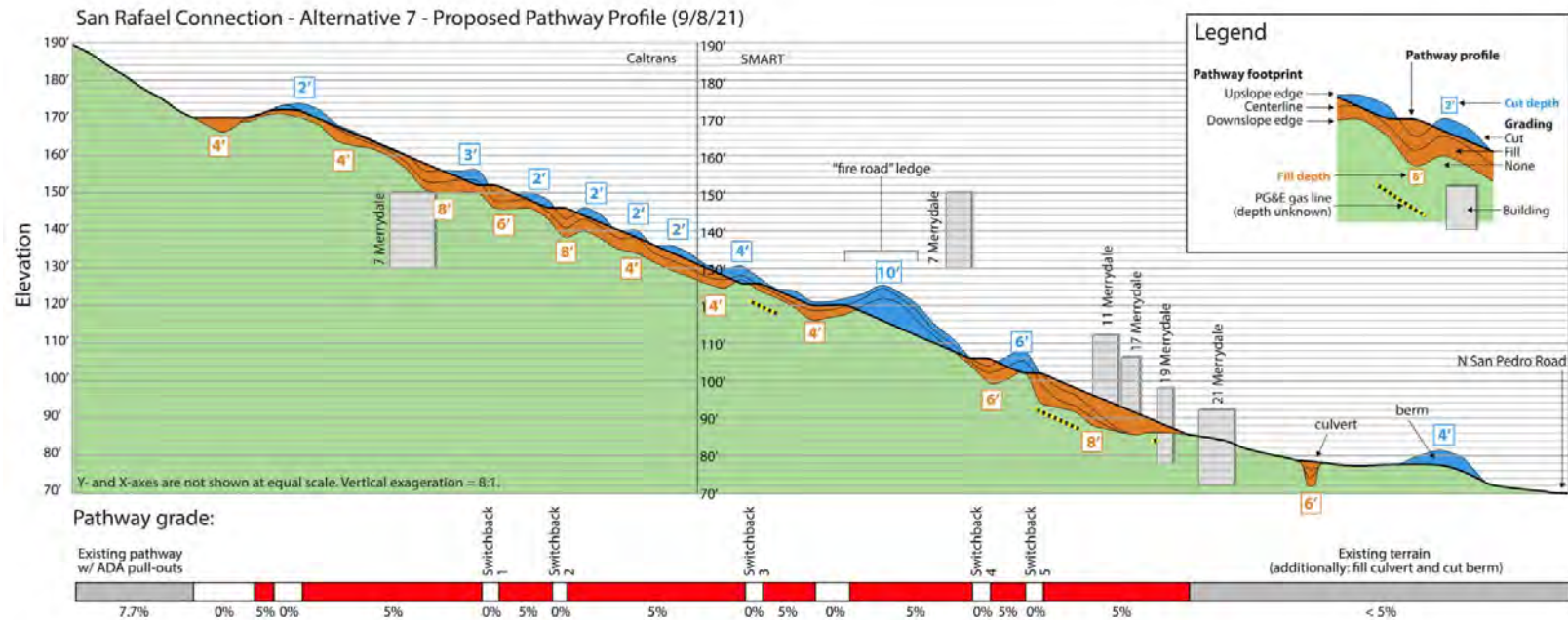


Exhibit 36 – WTB/TAM Alternative Grading Analysis

The resulting pathway under the WTB TAM Alternative 7 has long, gradual switchback segments with a slope between 0% to 5% creating a longer more gradual alignment while meeting the project goals. The pathway avoids one existing scarp area to mitigate the need for addressing potentially poor soils in this area. To avoid the existing scarp area, the pathway travels through a tree line resulting in more tree removal than the Yellow Segment. Due to this meander, impacts to nearby apartments should be considered. The pathway alignment routes near an existing PG&E power pole (Elevation 168 – Exhibit 34), which is expected to be addressed similar to the Green Segment PG&E conflict discussed in Section 2.1.

PG&E Gas Line in Proximity of Pathway Alignments 2.9 & 2.10 - SMART and Zoon discussed the gas line with PG&E staff and understands the following: The gas line location is based of MarinMap and should be accurately located prior to design; the gas line is to be protected in place; the gas line has a 10-foot wide easement that must be maintained; no deep foundations will be allowed in the easement area; and PG&E will need to approve the final design where the pathway encroaches on PG&E’s easement. Given these constraints, the ideal pathway alignment would be at the east edge of the gas line with switchbacks



## 2.0 – SEGMENT DESCRIPTIONS

pushed east to avoid the conflict (See Exhibit 34). Where crossing the easement is needed (ideal location shown in Exhibit 35), PG&E approval will be needed. A perpendicular crossing is preferred to minimize encroachments and path foundation elements should stop short of the easement boundary. The pathway within PG&E's easement shall not have deep foundation elements and should be designed with PG&E future maintenance activities in mind (asphalt surfaces/gated openings along the fence). Extensive coordination with PG&E early in the design development will be necessary.

### 3.0 – ROUTE MAPS AND CONCLUSION

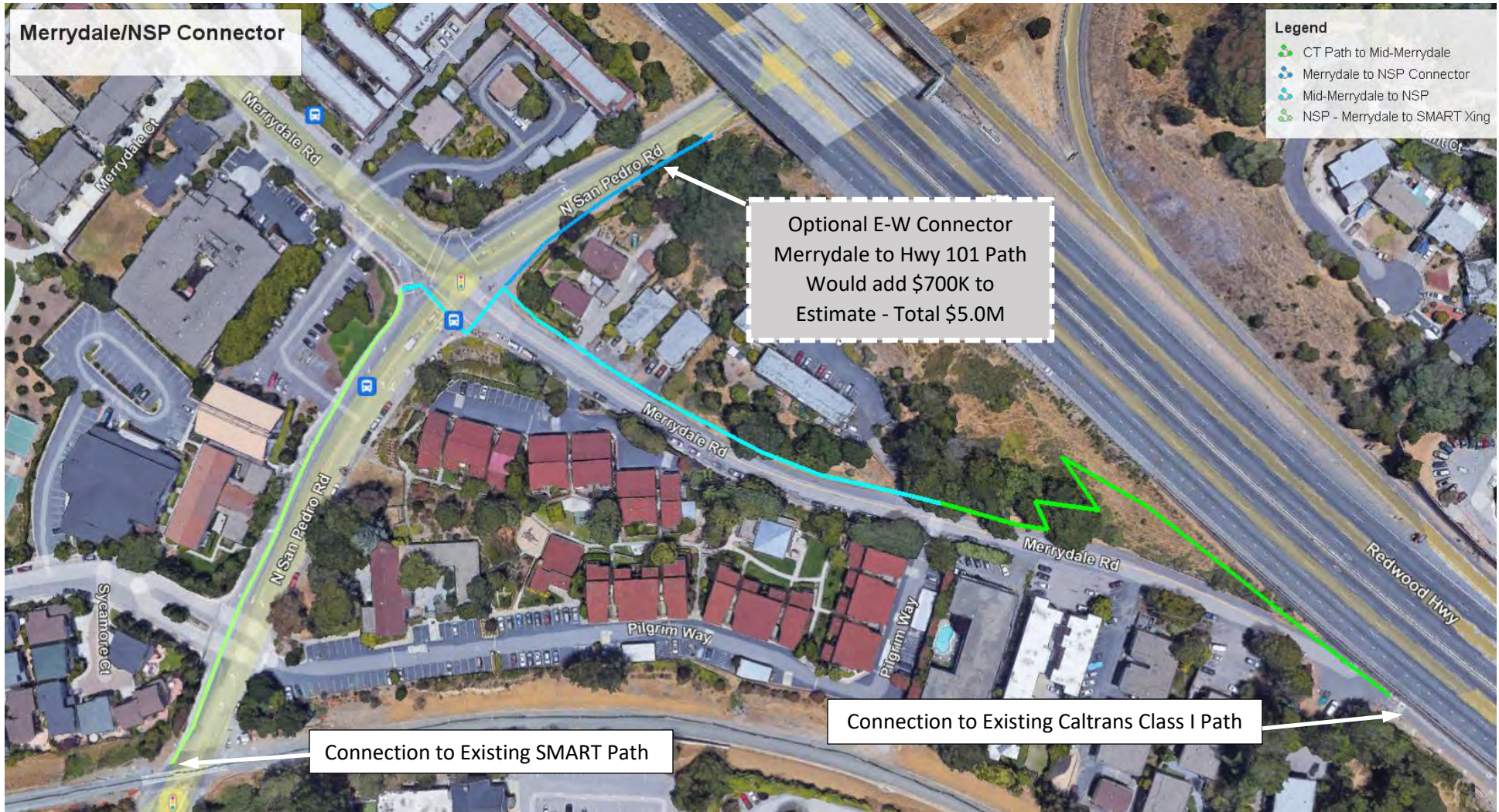
Preferred Route - Caltrans-SMART Route (Yellow-Red, or WTB Alignment-Red), estimated cost = \$5.1M, \$5.5M respectively. Requires coordination with Caltrans for Yellow/WTB Segments through CT parcel. The terrain is steep with unstable soils along the alignment requiring extensive grading/retaining walls. The gas line traverses the site along the eastern edge of the SMART ROW & Caltrans parcel. Coordination will be required with PG&E & Caltrans for improvements around this facility. The Red Segment connection to North San Pedro and CPUC will likely require vehicular signalization at this location, and needs further study, and could be expanded to include re-configuration of the Los Ranchitos signal for better connectivity to existing the SMART Class I path north of NSP.





### 3.0 – ROUTE MAPS AND CONCLUSION

Alternative Route **Merrydale NSP** (Green, Cyan, Light Green), *estimated cost = \$4.3M*. Requires extensive coordination with Caltrans for Green Segment and intersection modifications at North San Pedro for Cyan Segment. Significant improvements conceptualized at the North San Pedro/Merrydale intersection, but does not include full intersection re-construction, i.e., new poles, signal controller, etc. – may add \$500K to \$1M depending on scope of intersection re-configuration. Green/Cyan Segment may impact parking at shoulder areas, but design could accommodate, Cyan Segment crosses driveways, but path as proposed improves over existing Class III. Class I options along NSP west of Merrydale trigger significant changes to existing lanes/parking.





3.0 – ROUTE MAPS AND CONCLUSION

**Enhanced Routes** (Yellow – Red – Light Green – Light Blue), Enhanced Route 2 (WTB TAM – Red – Light Green – Light Blue), *estimated cost = \$6.8M, \$7.2M respectively*. Though not directly related to connecting Lincoln Ave to the SMART Class I pathway at Los Ranchitos, addition of the Light Green and Light Blue Segments per the exhibit below would provide enhanced connectivity for EB North San Pedro users. All constraints/opportunities associated with the other routes remain. WB North San Pedro users would benefit from the striping improvements as previously presented.





### 3.0 – ROUTE MAPS AND CONCLUSION

#### CONCLUSION

This study presents opportunities and constraints and discusses the relative feasibility for several route options to connect existing Class I pathways at Lincoln Avenue and at the SMART North San Pedro road crossing near Los Ranchitos. The ultimate feasibility of any path segment relies on the resolution of the identified constraints and future cooperation with the stakeholder agencies – SMART, the City of San Rafael, the County of Marin, and Caltrans. Further study and coordination are necessary to refine the estimates and finalize pathway configurations including, but not limited to, *soils investigations, comprehensive utility potholing, PG&E coordination for Gas Line within yellow segment, encroachment permit coordination (multiple agencies), traffic analysis, property surveys and topography, potential lighting study, and CEQA*. Depending on the results of additional studies, CEQA compliance may require an Initial Study/Mitigated Negative Declaration for some routes/segments, but an Environmental Impact Report is not anticipated. Resource Agency Permits are not anticipated.

Utility conflicts were observed during field walks and are highlighted in the various sections of the report. This study assumes that parking and existing roadway lane configurations are to be preserved to the greatest extent feasible. A more in-depth traffic analysis and considerations for parking removal (discussed in Section 2.4) could result in a number of design alternatives for several segments identified in this study, however further stakeholder coordination should be conducted before analysis. The recommended next steps are as follows:

- Meet with Caltrans regarding the use of the vacant parcels along the different routes and the North San Pedro/Merrydale Intersection Modifications
  - Encroachment Permit Requirements – level of study required, Caltrans Design Engineering Evaluation Report (DEER or PEER)
  - Raised path against freeway retaining wall
  - Maintenance Agreements
- Meet with PG&E to discuss utility conflicts
  - Gas Line Conflict
  - Utility Pole Guy Wires
- Coordinate with San Rafael/County of Marin/SMART
  - Use of Merrydale/North San Pedro ROW
  - Fire Truck Access at the top of Merrydale and Safety Along the Routes
  - Parking Removal – at top of Merrydale for Fire Truck Turnaround *and* along North San Pedro if considering other alternatives in Section 2.4
  - Los Ranchitos Signal Modifications if warranted by CPUC required signalization at SMART crossing on North San Pedro (Signal owned by County of Marin, maintained by City of San Rafael)

# APPENDIX

**I. Engineer's Estimates of Probable Cost for Each Segment**

**II. WTB/TAM Alternative 7 Report**

**III. Novato Fire Standard Hammerhead Turnaround**

**ENGINEER'S ESTIMATE OF PROBABLE COST**  
**SONOMA MARIN AREA RAIL TRANSIT**  
 PUERTO SUELLO HILL PATHWAY FEASIBILITY STUDY

GREEN SEGMENT					
Bid Item	Description	EST QTY	Unit	Unit Cost	Total
1	STEEL SOLDIER PILE - ASSUME 12FT DEEP 6FT OC	2200	LF	\$ 200	\$ 440,000
2	RETAINING WALL (Incl Lagging and Subdrain)	4400	SF	\$ 50	\$ 220,000
3	CLASS 2 AGGREGATE BASE	220	TON	\$ 70	\$ 15,400
4	HOT MIX ASPHALT (TYPE A)	165	TON	\$ 400	\$ 66,000
5	CHAIN LINK FENCE	1100	LF	\$ 40	\$ 44,000
6	EARTHWORK	825	CY	\$ 150	\$ 123,750
7	REMOVE TREE	4	EA	\$ 4,000	\$ 16,000
8	TYPE 15 STREET LIGHT WITH FIXTURE-6' MAST ARM	28	EA	\$ 5,500	\$ 154,000
9	PULL BOX	28	EA	\$ 850	\$ 23,800
10	2-INCH CONDUIT	1100	LF	\$ 35	\$ 38,500
11	WIRING	1100	LF	\$ 2	\$ 2,200
12	STRIPING ALLOWANCE (I.E., BROKEN YELLOW LINE)	1100	LF	\$ 0.60	\$ 660
13	SIGNING	1	LS	\$ 20,000	\$ 20,000
14	CATCH BASIN	3	EA	\$ 4,500	\$ 13,500
15	12" REINFORCED CONCRETE PIPE	250	LF	\$ 175	\$ 43,750
16	MINOR CONCRETE CURB	1100	LF	\$ 30	\$ 33,000
17	CLEAR AND GRUB	32000	SF	\$ 0.10	\$ 3,200
<b>BID ITEM SUBTOTAL</b>					<b>\$ 1,257,760</b>
<b>MOBILIZATION (10%)</b>					<b>\$ 125,776</b>
<b>TRAFFIC CONTROL (10%)</b>					<b>\$ 125,776</b>
<b>CONSTRUCTION SUBTOTAL</b>					<b>\$ 1,509,312</b>
<b>CONSTRUCTION CONT (20%)</b>					<b>\$ 301,862</b>
<b>ENGINEERING DESIGN (20%)</b>					<b>\$ 301,862</b>
<b>CONST MGMT (15%)</b>					<b>\$ 226,397</b>
<b>ENVIRONMENTAL (10%)</b>					<b>\$ 150,931</b>
<b>TOTAL ESTIMATED COST</b>					<b>\$ 2,490,365</b>

KEY: INCL - Including  
 EA - Each  
 EST - Estimate  
 INCL - Including  
 FT - Feet  
 LF - Linear Foot  
 LS - Lump Sum  
 OC - On Center  
 SF - Square Foot

**ENGINEER'S ESTIMATE OF PROBABLE COST**  
**SONOMA MARIN AREA RAIL TRANSIT**  
*PUERTO SUELLO HILL PATHWAY FEASIBILITY STUDY*

CYAN SEGMENT					
Bid Item	Description	EST QTY	Unit	Unit Cost	Total
1	CLASS 2 AGGREGATE BASE	57	TON	\$ 70	\$ 3,990
2	HOT MIX ASPHALT (TYPE A)	78	TON	\$ 400	\$ 31,200
3	REMOVE TREE	1	EA	\$ 4,000	\$ 4,000
4	TYPE 15 STREET LIGHT WITH FIXTURE-6' MAST ARM	14	EA	\$ 5,500	\$ 77,000
5	PULL BOX	14	EA	\$ 850	\$ 11,900
6	2-INCH CONDUIT	564	LF	\$ 35	\$ 19,740
7	WIRING	564	LF	\$ 2	\$ 1,128
8	STRIPING ALLOWANCE (I.E., BROKEN YELLOW LINE)	564	LF	\$ 0.60	\$ 338
9	INTERSECTION RECONFIG - ADA RAMPS	9	EA	\$ 5,000	\$ 45,000
10	STRIPE 8' BIKELANE	5848	SF	\$ 8.00	\$ 46,784
11	SIGNING	1	LS	\$ 10,000	\$ 10,000
12	CATCH BASIN	3	EA	\$ 4,500	\$ 13,500
13	12" REINFORCED CONCRETE PIPE	564	LF	\$ 175	\$ 98,700
14	MINOR CONCRETE CURB	564	LF	\$ 30	\$ 16,920
15	CONCRETE SIDEWALK	250	SF	\$ 50	\$ 12,500
16	POST AND CABLE RAILING	300	LF	\$ 40	\$ 12,000
17	CLEAR AND GRUB	5640	SF	\$ 0.10	\$ 564
<b>BID ITEM SUBTOTAL</b>					<b>\$ 405,264</b>
<b>MOBILIZATION (10%)</b>					<b>\$ 40,526</b>
<b>TRAFFIC CONTROL (10%)</b>					<b>\$ 40,526</b>
<b>CONSTRUCTION SUBTOTAL</b>					<b>\$ 486,317</b>
<b>CONSTRUCTION CONT (20%)</b>					<b>\$ 97,263</b>
<b>ENGINEERING DESIGN (20%)</b>					<b>\$ 97,263</b>
<b>CONST MGMT (15%)</b>					<b>\$ 72,948</b>
<b>ENVIRONMENTAL (10%)</b>					<b>\$ 48,632</b>
<b>TOTAL ESTIMATED COST</b>					<b>\$ 802,424</b>

KEY: INCL - Including  
 EA - Each  
 EST - Estimate  
 INCL - Including  
 FT - Feet  
 LF - Linear Foot  
 LS - Lump Sum  
 OC - On Center  
 SF - Square Foot



**ENGINEER'S ESTIMATE OF PROBABLE COST**  
**SONOMA MARIN AREA RAIL TRANSIT**  
*PUERTO SUELLO HILL PATHWAY FEASIBILITY STUDY*

**Optional**

<b>LIGHT BLUE SEGMENT</b>					
<b>Bid Item</b>	<b>Description</b>	<b>EST QTY</b>	<b>Unit</b>	<b>Unit Cost</b>	<b>Total</b>
1	STEEL SOLDIER PILE - ASSUME 12FT DEEP 6FT OC	500	LF	\$ 200	\$ 100,000
2	RETAINING WALL (Incl Lagging and Subdrain)	1000	SF	\$ 50	\$ 50,000
3	CLASS 2 AGGREGATE BASE	220	TON	\$ 70	\$ 15,400
4	HOT MIX ASPHALT (TYPE A)	45	TON	\$ 400	\$ 18,000
5	CHAIN LINK FENCE	250	LF	\$ 40	\$ 10,000
6	EARTHWORK	230	CY	\$ 150	\$ 34,500
7	REMOVE TREE	8	EA	\$ 4,000	\$ 32,000
8	MIDWEST GUARDRAIL SYSTEM	250	LF	\$ 112	\$ 28,000
9	FLARED END TERMINAL	1	EA	\$ 8,000	\$ 8,000
10	TYPE 15 STREET LIGHT WITH FIXTURE-6' MAST ARM	4	EA	\$ 5,500	\$ 22,000
11	PULL BOX	4	EA	\$ 850	\$ 3,400
12	2-INCH CONDUIT	300	LF	\$ 35	\$ 10,500
13	WIRING	300	LF	\$ 2	\$ 600
14	STRIPING ALLOWANCE (I.E., BROKEN YELLOW LINE)	300	LF	\$ 0.60	\$ 180
15	SIGNING	1	LS	\$ 10,000	\$ 10,000
16	MINOR CONCRETE CURB	300	LF	\$ 30	\$ 9,000
17	CLEAR AND GRUB	3000	SF	\$ 0.10	\$ 300
<b>BID ITEM SUBTOTAL</b>					<b>\$ 351,880</b>
<b>MOBILIZATION (10%)</b>					<b>\$ 35,188</b>
<b>TRAFFIC CONTROL (10%)</b>					<b>\$ 35,188</b>
<b>CONSTRUCTION SUBTOTAL</b>					<b>\$ 422,256</b>
<b>CONSTRUCTION CONT (20%)</b>					<b>\$ 84,451</b>
<b>ENGINEERING DESIGN (20%)</b>					<b>\$ 84,451</b>
<b>CONST MGMT (15%)</b>					<b>\$ 63,338</b>
<b>ENVIRONMENTAL (10%)</b>					<b>\$ 42,226</b>
<b>TOTAL ESTIMATED COST</b>					<b>\$ 696,722</b>

KEY: INCL - Including  
 EA - Each  
 EST - Estimate  
 INCL - Including  
 FT - Feet  
 LF - Linear Foot  
 LS - Lump Sum  
 OC - On Center  
 SF - Square Foot

**ENGINEER'S ESTIMATE OF PROBABLE COST  
SONOMA MARIN AREA RAIL TRANSIT  
PUERTO SUELLO HILL PATHWAY FEASIBILITY STUDY**

<b>LIGHT GREEN SEGMENT</b>					
<b>Bid Item</b>	<b>Description</b>	<b>EST QTY</b>	<b>Unit</b>	<b>Unit Cost</b>	<b>Total</b>
1	REMOVE STRIPING	600	SF	\$ 3.0	\$ 1,800
2	SLURRY SEAL	34000	SF	\$ 1	\$ 34,000
3	TYPE 15 STREET LIGHT WITH FIXTURE-6' MAST ARM	15	EA	\$ 5,500	\$ 82,500
4	PULL BOX	15	EA	\$ 850	\$ 12,750
5	2-INCH CONDUIT	600	LF	\$ 35	\$ 21,000
6	WIRING	600	LF	\$ 2	\$ 1,200
7	DUAL BIKELANE	4800	SF	\$ 8.00	\$ 38,400
8	STRIPING ALLOWANCE (I.E., BROKEN YELLOW LINE)	600	LF	\$ 0.60	\$ 360
9	TRAFFIC STRIPING ALLOWANCE	1200	LF	\$ 1.75	\$ 2,100
10	SIGNING	1	LS	\$ 10,000	\$ 10,000
11	NEW TRAFFIC SIGNAL AT SEGMENT TERMINUS	1	LS	\$ 300,000	\$ 300,000
<b>BID ITEM SUBTOTAL</b>					<b>\$ 504,110</b>
<b>MOBILIZATION (10%)</b>					<b>\$ 50,411</b>
<b>TRAFFIC CONTROL (10%)</b>					<b>\$ 50,411</b>
<b>CONSTRUCTION SUBTOTAL</b>					<b>\$ 604,932</b>
<b>CONSTRUCTION CONT (20%)</b>					<b>\$ 120,986</b>
<b>ENGINEERING DESIGN (20%)</b>					<b>\$ 120,986</b>
<b>CONST MGMT (15%)</b>					<b>\$ 90,740</b>
<b>ENVIRONMENTAL (10%)</b>					<b>\$ 60,493</b>
<b>TOTAL ESTIMATED COST</b>					<b>\$ 998,138</b>

KEY: CY - Cubic Yard  
 EA - Each  
 EST - Estimate  
 INCL - Including  
 FT - Feet  
 LF - Linear Foot  
 LS - Lump Sum  
 INCL - Including  
 SF - Square Foot



**ENGINEER'S ESTIMATE OF PROBABLE COST**  
**SONOMA MARIN AREA RAIL TRANSIT**  
*PUERTO SUELLO HILL PATHWAY FEASIBILITY STUDY*

<b>RED SEGMENT</b>					
<b>Bid Item</b>	<b>Description</b>	<b>EST QTY</b>	<b>Unit</b>	<b>Unit Cost</b>	<b>Total</b>
1	CLASS 2 AGGREGATE BASE	130	TON	\$ 70	\$ 9,100
2	HOT MIX ASPHALT (TYPE A)	95	TON	\$ 400	\$ 38,000
3	CHAIN LINK FENCE	623	LF	\$ 40	\$ 24,920
4	EARTHWORK	45	CY	\$ 150	\$ 6,750
5	REMOVE TREE	1	EA	\$ 4,000	\$ 4,000
6	TYPE 15 STREET LIGHT WITH FIXTURE-6' MAST ARM	16	EA	\$ 5,500	\$ 88,000
7	PULL BOX	16	EA	\$ 850	\$ 13,600
8	2-INCH CONDUIT	623	LF	\$ 35	\$ 21,805
9	WIRING	623	LF	\$ 2	\$ 1,246
10	STRIPING ALLOWANCE (I.E., BROKEN YELLOW LINE)	623	LF	\$ 0.60	\$ 374
11	SIGNING	1	LS	\$ 10,000	\$ 10,000
12	MINOR CONCRETE CURB	623	LF	\$ 30	\$ 18,690
13	DRAINAGE ALLOWANCE	1	LS	\$ 20,000	\$ 20,000
14	CLEAR AND GRUB	7476	SF	\$ 0.10	\$ 748
15	NEW TRAFFIC SIGNAL AT SEGMENT TERMINUS	1	LS	\$ 300,000	\$ 300,000
				<b>BID ITEM SUBTOTAL</b>	<b>\$ 557,232</b>
				<b>MOBILIZATION (10%)</b>	<b>\$ 55,723</b>
				<b>TRAFFIC CONTROL (10%)</b>	<b>\$ 55,723</b>
				<b>CONSTRUCTION SUBTOTAL</b>	<b>\$ 668,679</b>
				<b>CONSTRUCTION CONT (20%)</b>	<b>\$ 133,736</b>
				<b>ENGINEERING DESIGN (20%)</b>	<b>\$ 133,736</b>
				<b>CONST MGMT (15%)</b>	<b>\$ 100,302</b>
				<b>ENVIRONMENTAL (10%)</b>	<b>\$ 66,868</b>
				<b>TOTAL ESTIMATED COST</b>	<b>\$ 1,103,320</b>

KEY: CY - Cubic Yard  
 EA - Each  
 EST - Estimate  
 INCL - Including  
 FT - Feet  
 LF - Linear Foot  
 LS - Lump Sum  
 OC - On Center  
 SF - Square Foot

**ENGINEER'S ESTIMATE OF PROBABLE COST**  
**SONOMA MARIN AREA RAIL TRANSIT**  
 PUERTO SUELLO HILL PATHWAY FEASIBILITY STUDY

YELLOW SEGMENT					
Bid Item	Description	EST QTY	Unit	Unit Cost	Total
1	STEEL SOLDIER PILE - ASSUME 12FT DEEP 6FT OC	3640	LF	\$ 200	\$ 728,000
2	RETAINING WALL (Incl Lagging and Subdrain)	7280	SF	\$ 50	\$ 364,000
3	CLASS 2 AGGREGATE BASE	380	TON	\$ 70	\$ 26,600
4	HOT MIX ASPHALT (TYPE A)	273	TON	\$ 400	\$ 109,200
5	CHAIN LINK FENCE	1820	LF	\$ 40	\$ 72,800
6	EARTHWORK	810	CY	\$ 150	\$ 121,500
7	REMOVE TREE	8	EA	\$ 4,000	\$ 32,000
8	TYPE 15 STREET LIGHT WITH FIXTURE-6' MAST ARM	46	EA	\$ 5,500	\$ 253,000
9	PULL BOX	46	EA	\$ 850	\$ 39,100
10	2-INCH CONDUIT	1820	LF	\$ 35	\$ 63,700
11	WIRING	1820	LF	\$ 2	\$ 3,640
12	STRIPING ALLOWANCE (I.E., BROKEN YELLOW LINE)	1820	LF	\$ 0.60	\$ 1,092
13	SIGNING	1	LS	\$ 35,000	\$ 35,000
14	CATCH BASIN	6	EA	\$ 4,500	\$ 27,000
15	12" REINFORCED CONCRETE PIPE	500	LF	\$ 175	\$ 87,500
16	MINOR CONCRETE CURB	1820	LF	\$ 30	\$ 54,600
17	CLEAR AND GRUB	77000	SF	\$ 0.10	\$ 7,700
<b>BID ITEM SUBTOTAL</b>					<b>\$ 2,026,432</b>
<b>MOBILIZATION (10%)</b>					<b>\$ 202,643</b>
<b>TRAFFIC CONTROL (10%)</b>					<b>\$ 202,643</b>
<b>CONSTRUCTION SUBTOTAL</b>					<b>\$ 2,431,718</b>
<b>CONSTRUCTION CONT (20%)</b>					<b>\$ 486,344</b>
<b>ENGINEERING DESIGN (20%)</b>					<b>\$ 486,344</b>
<b>CONST MGMT (15%)</b>					<b>\$ 364,758</b>
<b>ENVIRONMENTAL (10%)</b>					<b>\$ 243,172</b>
<b>TOTAL ESTIMATED COST</b>					<b>\$ 4,012,335</b>

KEY: INCL - Including  
 EA - Each  
 EST - Estimate  
 INCL - Including  
 FT - Feet  
 LF - Linear Foot  
 LS - Lump Sum  
 OC - On Center  
 SF - Square Foot



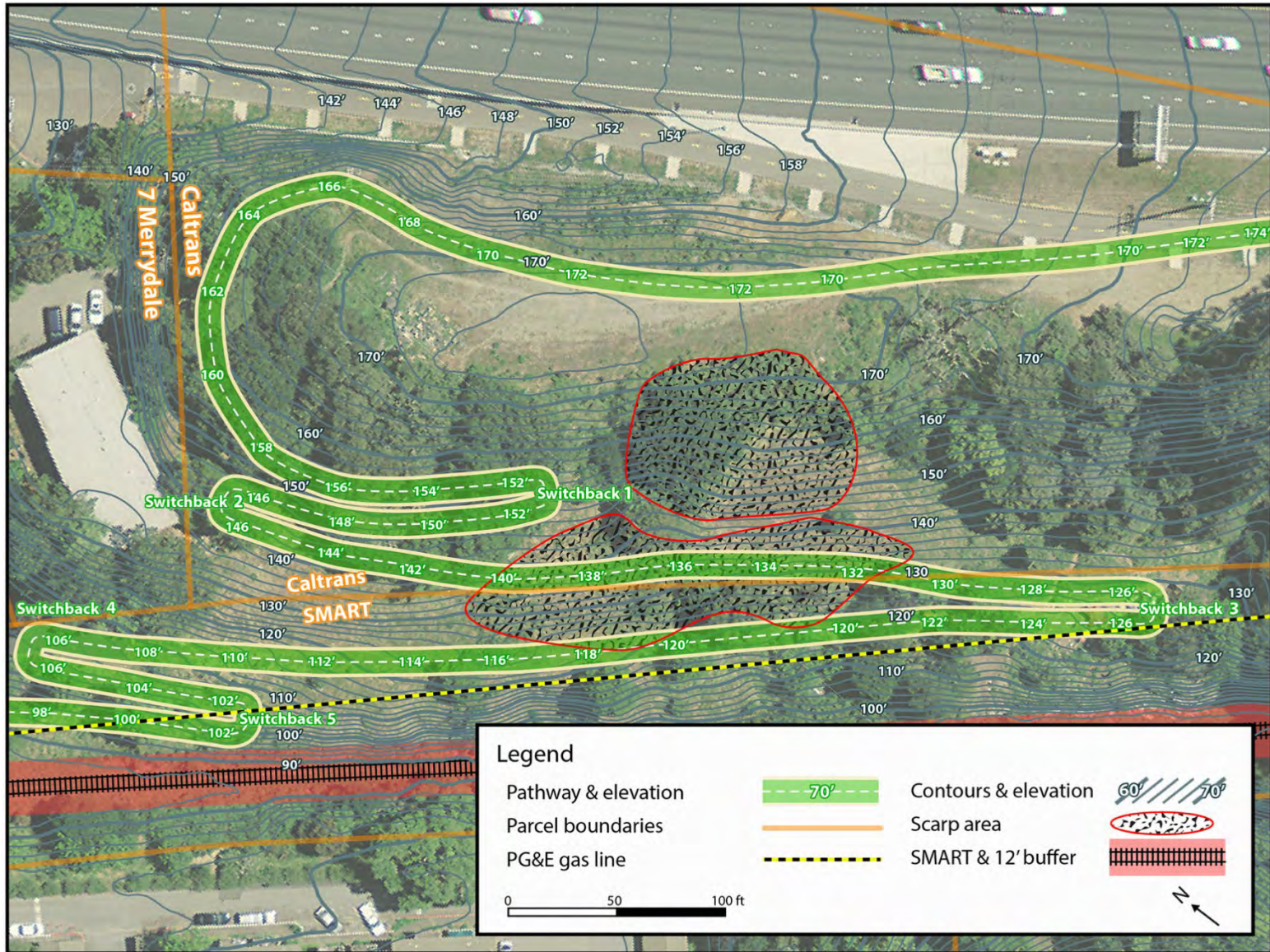
**ENGINEER'S ESTIMATE OF PROBABLE COST**  
**SONOMA MARIN AREA RAIL TRANSIT**  
*PUERTO SUELLO HILL PATHWAY FEASIBILITY STUDY*

<i>WTB TAM ALTERNATIVE SEGMENT</i>					
<b>Bid Item</b>	<b>Description</b>	<b>EST QTY</b>	<b>Unit</b>	<b>Unit Cost</b>	<b>Total</b>
1	STEEL SOLDIER PILE - ASSUME 12FT DEEP 6FT OC	4000	LF	\$ 200	\$ 800,000
2	RETAINING WALL (Incl Lagging and Subdrain)	8000	SF	\$ 50	\$ 400,000
3	CLASS 2 AGGREGATE BASE	418	TON	\$ 70	\$ 29,260
4	HOT MIX ASPHALT (TYPE A)	300	TON	\$ 400	\$ 120,000
5	CHAIN LINK FENCE	2000	LF	\$ 40	\$ 80,000
6	EARTHWORK	810	CY	\$ 150	\$ 121,500
7	REMOVE TREE	18	EA	\$ 4,000	\$ 72,000
8	TYPE 15 STREET LIGHT WITH FIXTURE-6' MAST ARM	50	EA	\$ 5,500	\$ 275,000
9	PULL BOX	50	EA	\$ 850	\$ 42,500
10	2-INCH CONDUIT	2000	LF	\$ 35	\$ 70,000
11	WIRING	2000	LF	\$ 2	\$ 4,000
12	STRIPING ALLOWANCE (I.E., BROKEN YELLOW LINE)	2000	LF	\$ 0.60	\$ 1,200
13	SIGNING	1	LS	\$ 35,000	\$ 35,000
14	CATCH BASIN	6	EA	\$ 4,500	\$ 27,000
15	12" REINFORCED CONCRETE PIPE	500	LF	\$ 175	\$ 87,500
16	MINOR CONCRETE CURB	2000	LF	\$ 30	\$ 60,000
17	CLEAR AND GRUB	7700	SF	\$ 0.10	\$ 770
<b>BID ITEM SUBTOTAL</b>					<b>\$ 2,225,730</b>
<b>MOBILIZATION (10%)</b>					<b>\$ 222,573</b>
<b>TRAFFIC CONTROL (10%)</b>					<b>\$ 222,573</b>
<b>CONSTRUCTION SUBTOTAL</b>					<b>\$ 2,670,876</b>
<b>CONSTRUCTION CONT (20%)</b>					<b>\$ 534,175</b>
<b>ENGINEERING DESIGN (20%)</b>					<b>\$ 534,175</b>
<b>CONST MGMT (15%)</b>					<b>\$ 400,631</b>
<b>ENVIRONMENTAL (10%)</b>					<b>\$ 267,088</b>
<b>TOTAL ESTIMATED COST</b>					<b>\$ 4,406,945</b>

KEY: INCL - Including  
 EA - Each  
 EST - Estimate  
 INCL - Including  
 FT - Feet  
 LF - Linear Foot  
 LS - Lump Sum  
 OC - On Center  
 SF - Square Foot

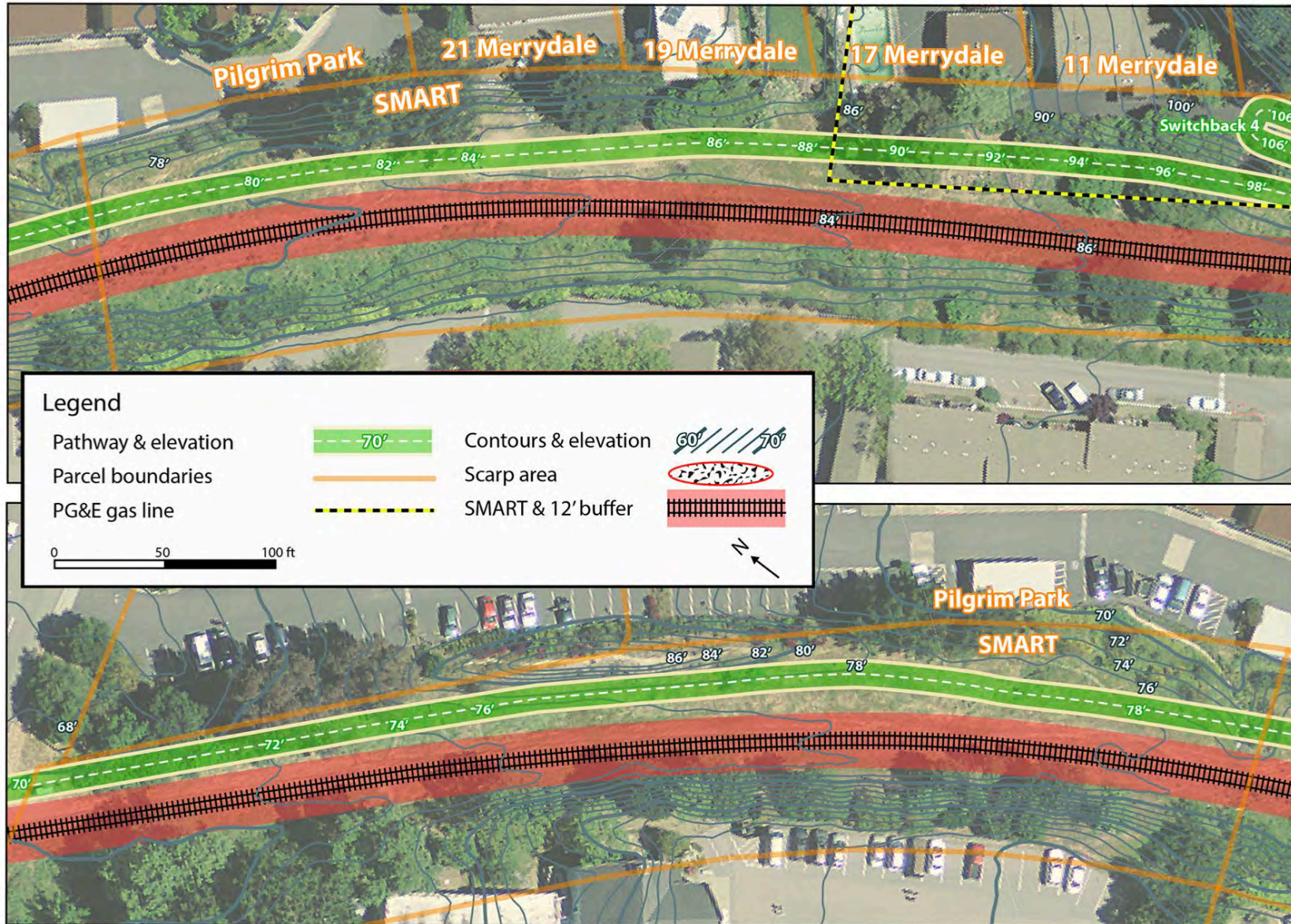


## San Rafael Connection, WTB-TAM Alternative 7 (Frame 1)



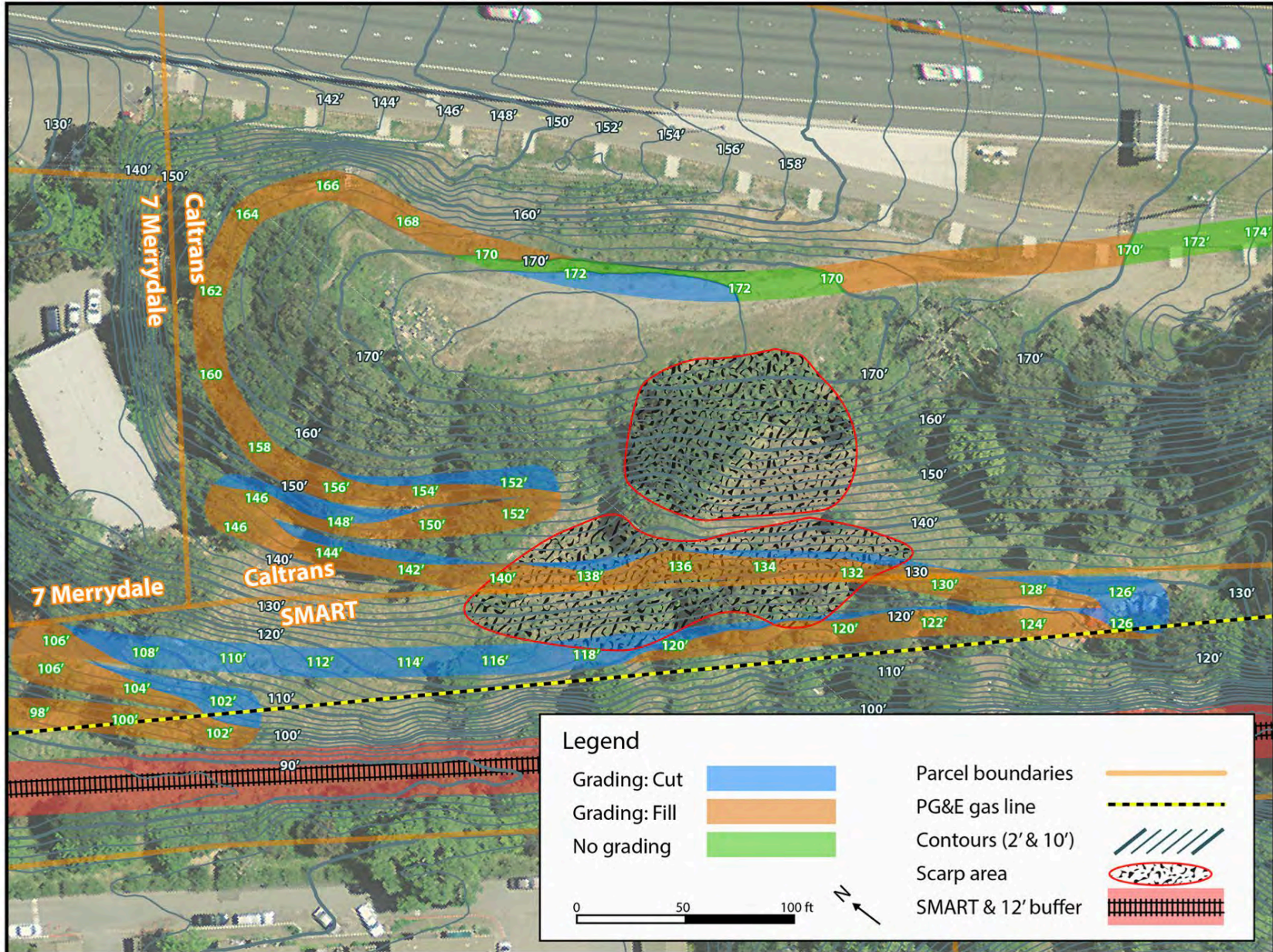


# San Rafael Connection, WTB-TAM Alternative 7 (Frames 2 & 3)



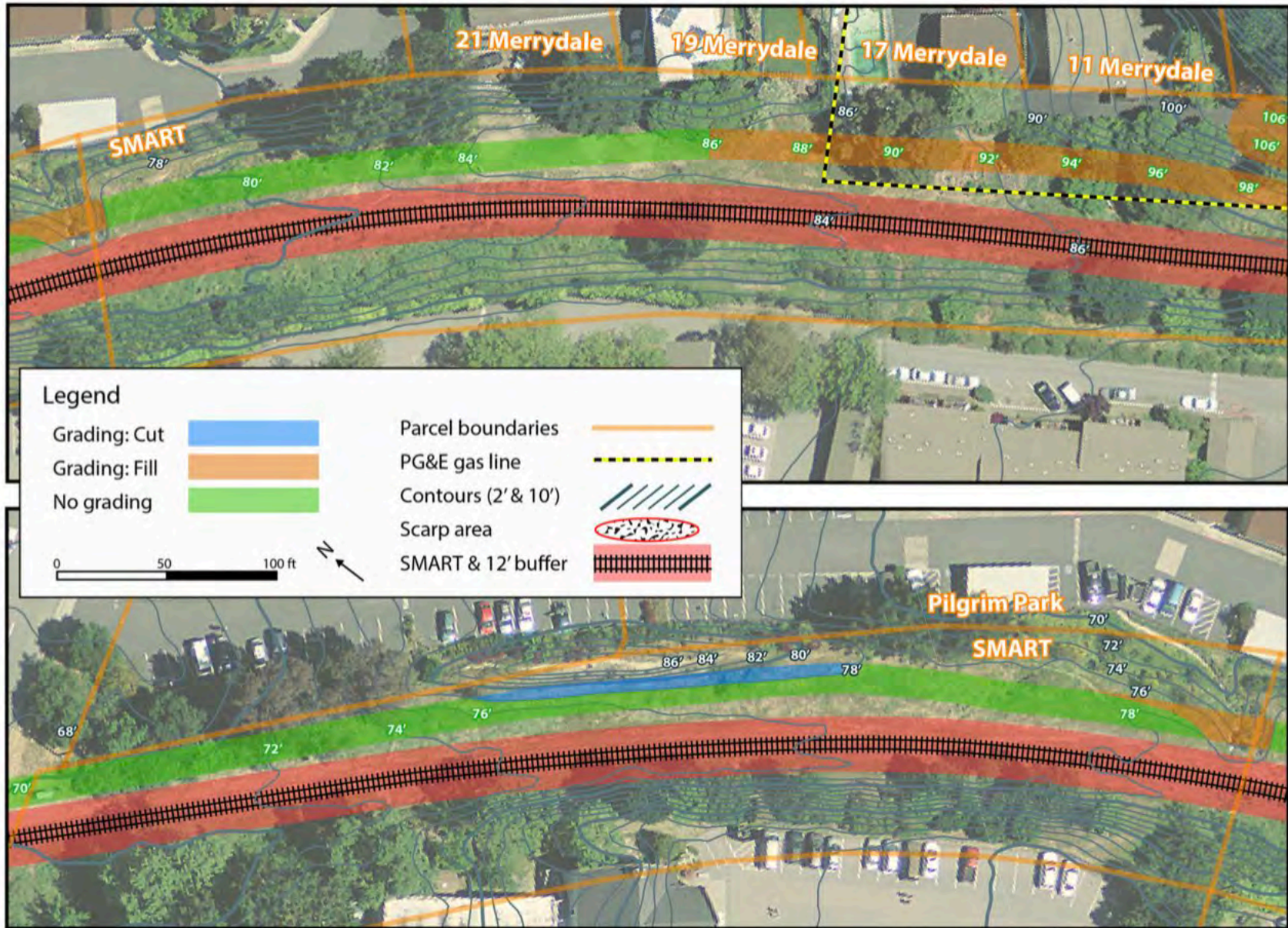


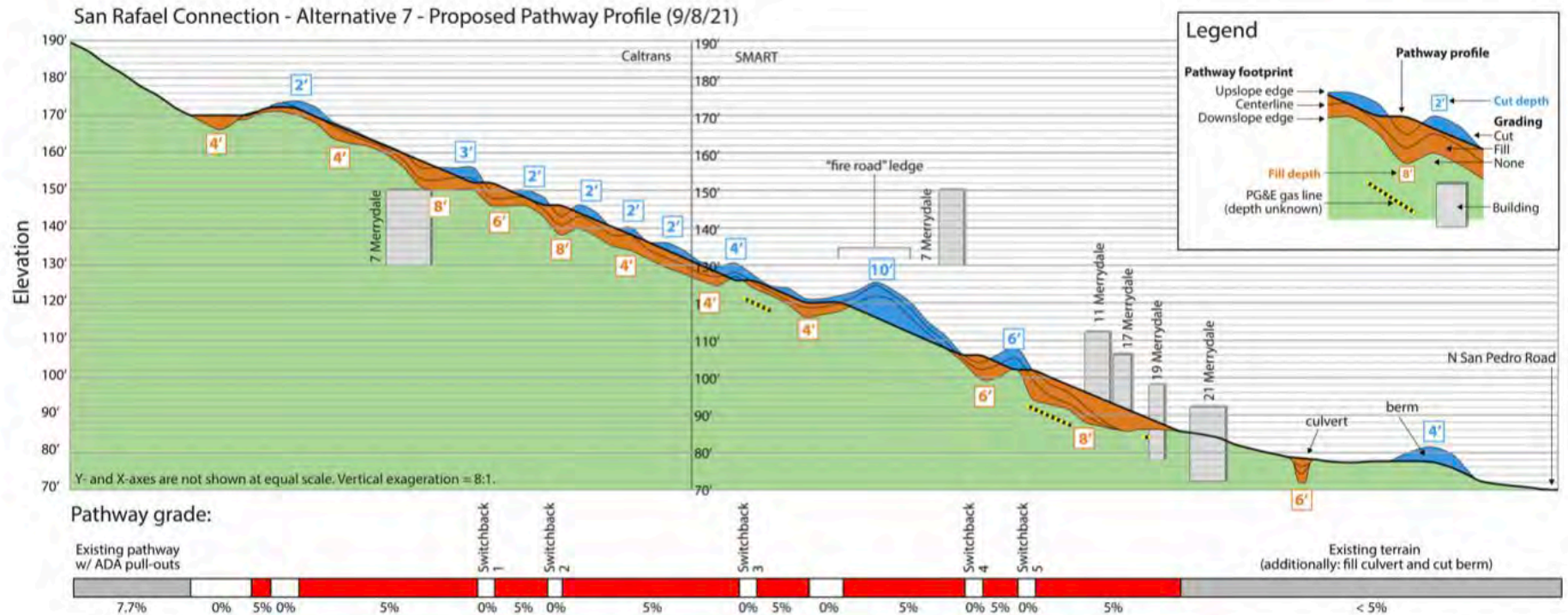
# San Rafael Connection, Alternative 7: Grading Plan (Frame 1)





# San Rafael Connection, Alternative 7: Grading Plan (Frames 2 & 3)

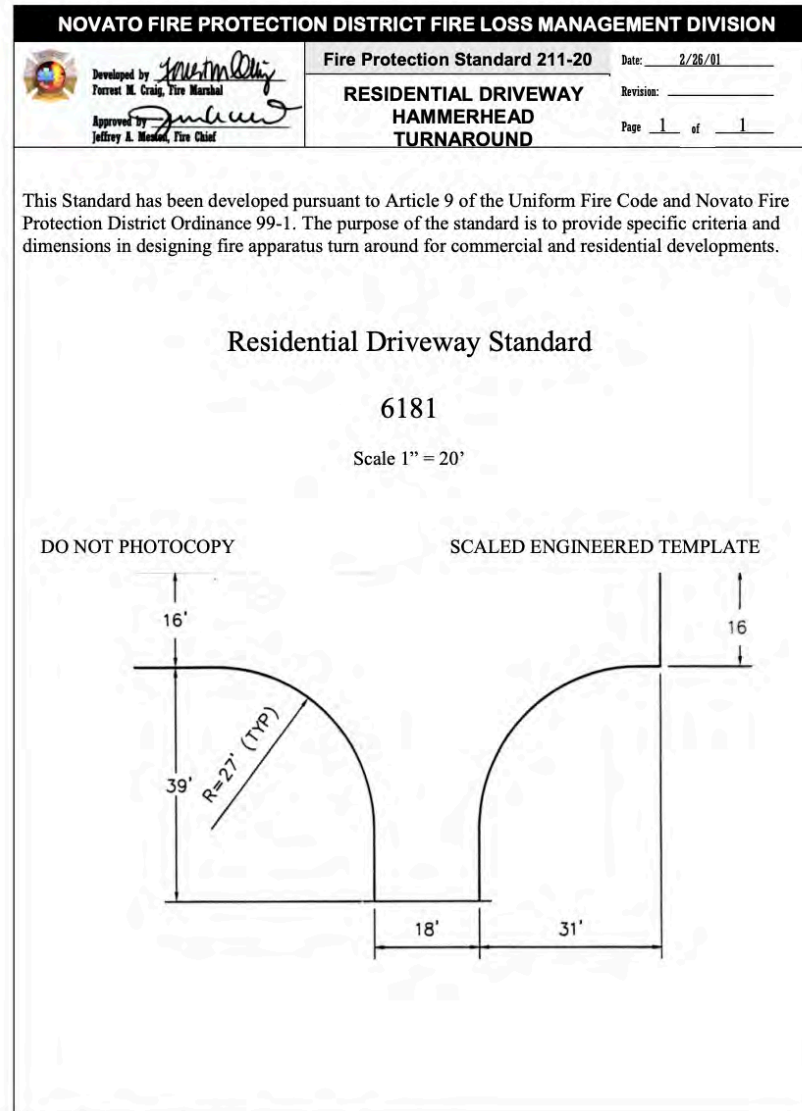






III. Novato Fire Standard Hammerhead Turnaround

(<https://www.novatofire.org/business/fire-protection-standards>)



211-20 Residential Driveway Hammerhead Turnaround



**Chris Coursey, Chair**  
Sonoma County Board of Supervisors

March 19, 2025

**Mary Sackett, Vice Chair**  
Marin County Board of Supervisors

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

**Janice Cader Thompson**  
Sonoma County Mayors' and  
Councilmembers Association

**SUBJECT:** Award Contract No. MK-PS-25-001 to Lamar Transit, LLC for  
Transit Advertising Services.

**Kate Colin**  
Transportation Authority of Marin

Dear Board Members:

**Victoria Fleming**  
Sonoma County Mayors' and  
Councilmembers Association

**RECOMMENDATION:**

Authorize the General Manager to Award Contract No. MK-PS-25-001 to  
Lamar Transit, LLC to sell and manage advertising space onboard SMART's  
trains and at platform shelters and facilities.

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

**SUMMARY:**

SMART contracts with a third-party firm to sell advertising and manage all  
advertising space onboard SMART's trains and at platform shelters and  
facilities. The objectives of this service include: increasing ad revenue  
generation, filling all ad placement spaces, and ensuring advertising  
reflects SMART's brand whenever possible. SMART's existing contract will  
expire on April 25, 2025. In anticipation of the contract's expiration,  
SMART issued a Request for Proposal to procure the next multi-year  
contract under Solicitation No. MK-PS-25-001. SMART received two (2)  
responsive proposals from the following proposers:

**Ariel Kelley**  
Sonoma County Mayors' and  
Councilmembers Association

**Eric Lucan**  
Marin County Board of Supervisors

**Mark Milberg**  
Transportation Authority of Marin

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

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

1. Lamar Transit, LLC
2. TopDog Media, LLC

**David Rabbitt**  
Sonoma County Board of Supervisors

SMART's Selection Committee reviewed the proposals using the  
evaluation criteria identified in the Request for Proposal. The criteria  
included: service understanding and approach, prior experience and  
demonstrated history of performing similar work, key personnel  
qualifications, pricing, and knowledge of national and local (North Bay  
Area) markets.

**Eddy Cumins**  
General Manager

Following the evaluation of the proposals, the Selection Committee made  
the determination that Lamar Transit, LLC provides the overall best value  
to SMART and is recommending the firm for the award of this contract.

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



Staff recommends authorizing the General Manager to award Contract No. MK-PS-25-001 to Lamar Transit, LLC for the initial three-year term and all subsequent optional years to sell and manage advertising space onboard SMART's trains and at platform shelters and facilities.

**FISCAL IMPACT:** This contract is at no cost to the District and is estimated to generate between \$180,000 and \$280,000 in revenue annually.

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

Sincerely,

    /s/      
Allison Mattioli  
Communications and Marketing Specialist

Attachment(s): Lamar Transit, LLC Contract No. MK-PS-25-001

## **AGREEMENT FOR CONSULTANT SERVICES**

This agreement (“Agreement”), dated as of April 26, 2025 (“Effective Date”) is by and between the Sonoma-Marín Area Rail Transit District (hereinafter “SMART”), and Lamar Transit, LLC (hereinafter “Consultant”).

### RECITALS

WHEREAS, Consultant represents that it is duly qualified and experienced in the areas of transit advertising services, program management, and related services; and

WHEREAS, in the judgment of the Board of Directors of SMART or District, it is necessary and desirable to employ the services of Consultant sell and manage advertising for SMART; and

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

### AGREEMENT

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

Section 1.01        The above Recitals are true and correct.

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

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

- (a) Exhibit A: Scope of Work & Timeline
- (b) Exhibit B: Inventory of Advertising Space
- (c) Exhibit C: Schedule of Rates
- (d) Exhibit D: Guidelines Governing Advertising in and upon SMART Facilities and Vehicles
- (e) Exhibit E: State of California Provisions

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

Section 3.01        Initiation Conference. SMART’s Communications & Marketing Specialist or designee (hereinafter “SMART Manager”) will initiate all requests for services through an Initiation Conference, which may be in person, by telephone, or by email. During the Initiation Conference, the SMART Manager and Consultant will establish and agree on a specific task for the project.

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

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

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

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

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

#### Section 4.04 Assigned Personnel.

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

## **ARTICLE 5. PAYMENT.**

For all services required hereunder, Consultant shall compensate SMART under the following terms:

Section 5.01 Consultant shall make Net Revenue payments to SMART on a quarterly basis. Such quarterly payments shall be made to SMART no later than the 25<sup>th</sup> day of the month following each quarter.

Section 5.02 Net Revenue is defined as gross space sales from advertising on SMART media, less advertising agency commissions identified in the Exhibit C “Schedule of Rates”. In the event that Consultant receives barter, or trade, or goodwill in lieu of revenue for advertising anywhere on SMART, the values received will be considered revenue, such revenue amount to be calculated based on the amount Consultant would normally receive for such advertisements.

Section 5.03 Consultant shall submit to SMART an accounting and reconciliation report with the net revenue payment once a quarter detailing the invoiced monthly values from the space sales of SMART advertising. Upon SMART request, Consultant shall provide a copy of each contract entered into by Consultant for advertising space during the term of this Agreement. Terms and conditions of sales of advertising shall be at the discretion of Consultant, subject to the terms and conditions of this Agreement and the District’s adopted advertising policies.

Section 5.04 In the event that payment is overdue by more than fifteen (15) calendar days, a late charge of two percent (2%) shall be paid by the Consultant.

Section 5.05 All payments shall be made by check or ACH payment, payable to Sonoma-Marine Area Rail Transit District, referencing Contract No. MK-PS-25-001. If payment is by check, the check shall be mailed or delivered to:

Sonoma-Marine Area Rail Transit District  
Attn: Finance Department  
5401 Old Redwood Highway, Suite 200  
Petaluma, CA 94954

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

Section 6.01 The term of this Agreement shall remain in effect through April 25, 2028, with two (2) one-year options to extend at SMART’s discretion unless terminated earlier in accordance with the provisions of **Article 7** below or Consultant has provided SMART with written notice of non-renewal at least six (6) months in advance of the term expiration date.



## ARTICLE 7. TERMINATION.

Section 7.01 Termination Without Cause. The District's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the District for any payment may arise until funds are made available by the District for this contract and until the Contractor or Consultant receives notice of such availability, as such and notwithstanding any other provision of this Agreement, at any time and without cause, SMART shall have the right, at their sole discretion, to terminate this Agreement by giving 90 days written notice to the other party.

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

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

Section 7.04 Payment Upon Termination. Upon termination of this Agreement by SMART, Consultant shall be entitled to receive as full payment for all services satisfactorily rendered and expenses incurred hereunder, an amount which bears the same ratio to the total payment specified in the Agreement as the services satisfactorily rendered hereunder by Consultant bear to the total services otherwise required to be performed for such total payment; provided, however, that if services are to be paid on an hourly or daily basis, then Consultant shall be entitled to receive as full payment an amount equal to the number of hours or days actually worked prior to termination times the applicable hourly or daily rate; provided further that if SMART terminates the Agreement for cause pursuant to **Section 7.02**, SMART shall deduct from such amount the amount of damage, if any, sustained by SMART by virtue of the breach of the Agreement by Consultant.

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

## ARTICLE 8. INDEMNIFICATION

Consultant agrees to accept all responsibility for loss or damage to any person or entity, including SMART, and to indemnify, hold harmless, and release SMART, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Consultant, to the extent caused by the Consultant's negligence, recklessness or willful misconduct in its performance or

obligations under this Agreement. Consultant agrees to provide a complete defense for any claim or action brought against SMART based upon a claim relating to Consultant's performance or obligations under this Agreement. Consultant's obligations under this Section 8 apply whether or not there is concurrent negligence on SMART's part, but to the extent required by law, excluding liability due to SMART's conduct. SMART shall have the right to select its legal counsel at Consultant's expense, subject to Consultant's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Consultant or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

## **ARTICLE 9. INSURANCE.**

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

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

Section 9.02      General Liability Insurance. Commercial General Liability insurance covering products-completed and ongoing operations, property damage, bodily injury and personal injury using an occurrence policy form, in an amount no less than \$1,000,000 per occurrence, and \$2,000,000 aggregate. Said policy shall include a Railroads CG 24 17 endorsement removing the exclusion of coverage, if applicable, for bodily injury or property damage arising out of operations within 50 feet of any railroad property and affecting any railroad bridge, trestle, tracks, roadbeds, tunnel, underpass or crossing.

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

Section 9.04      Professional Liability Insurance (Errors and Omissions). Professional Liability insurance with limit no less than \$2,000,000 per occurrence or claim, and \$2,000,000 aggregate.

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

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

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

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

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

- (a) Ensure that the retroactive date is shown on the policy, and such date must be before the date of this Agreement or beginning of any work under this Agreement;
- (b) Maintain and provide evidence of similar insurance for at least three (3) years following project completion, including the requirement of adding all additional insureds; and

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

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

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

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

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

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

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

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

When work is requested of Consultant by SMART, all due diligence shall be exercised and the work accomplished without undue delay, within the performance time specified. Performance of the services hereunder shall be completed within the time required herein,



provided, however, that if the performance is delayed by earthquake, flood, or wildfire, the time for Consultant's performance of this Agreement shall be extended by a number of days equal to the number of days Consultant has been delayed.

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

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

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

Section 12.01 Standard of Care. SMART has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant hereby agrees that all its work will be performed and that its operations shall be conducted in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Consultant's work by SMART shall not operate as a waiver or release.

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

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

Section 12.04 Records Maintenance. Consultant shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement and shall make such documents and records available to SMART for inspection at any reasonable time. Consultant shall maintain such records for a period of four (4) years following completion of work hereunder. Consultant and Subconsultants shall permit access to all records of employment, employment advertisements, employment application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission, or any other agency of the State of California designated by the State, for the purpose of any investigation to ascertain compliance with this document.

Section 12.05 Conflict of Interest. Consultant covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Consultant further covenants that in the performance of this Agreement no person having any such interests shall be employed. In addition, if requested to do so by SMART, Consultant shall complete and file and shall require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" with SMART disclosing Consultant's or such other person's financial interests.

Section 12.06 Nondiscrimination. Consultant shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition (including cancer), pregnancy, physical disability (including HIV and AIDS), mental disability, denial of family care leave, sexual orientation or other prohibited basis, including without limitation, SMART's Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference. Consultant shall also comply with the provisions of the Fair Employment and Housing Act (California Government Code, Section 12900 et seq.) and applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 11000 et seq.).

Section 12.07 Assignment Of Rights. Consultant assigns to SMART all rights throughout the world in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all versions of the plans and specifications and work product, if any, now or later prepared by Consultant in connection with this Agreement. Consultant agrees to take such actions as are necessary to protect the rights assigned to SMART in this Agreement, and to refrain from taking any action which would impair those rights. Consultant's responsibilities under this provision include, but are not limited to, placing proper notice of copyright on all versions of the plans and specifications as SMART may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of SMART. Consultant shall not use or permit another to use the plans and specifications in connection with this or any other project without first obtaining written permission of SMART.

Section 12.08 Ownership And Disclosure Of Work Product. Any and all work product resulting from this Agreement is commissioned by SMART as a work for hire. SMART shall be considered, for all purposes, the author of the work product and shall have all rights of

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

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

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

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

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

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

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

If to SMART Manager: Sonoma-Marine Area Rail Transit District  
Attn: Allison Mattioli  
5401 Old Redwood Highway, Suite 200  
Petaluma, CA 94954  
[amattioli@sonomamarintrain.org](mailto:amattioli@sonomamarintrain.org)  
707-285-8248

If to SMART Billing: Sonoma-Marine Area Rail Transit District  
Attn: Accounts Payable  
5401 Old Redwood Highway, Suite 200  
Petaluma, CA 94954  
[billing@sonomamarintrain.org](mailto:billing@sonomamarintrain.org)  
707-794-3330

If to Consultant: Lamar Transit, LLC  
Attn: Neal Gatherum  
5650 Imhoff Drive  
Concord, CA 94520  
[ngatherum@lamar.com](mailto:ngatherum@lamar.com)  
801-484-7777

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

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

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

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



or provision or any subsequent breach of the same or any other term or promise contained in this Agreement.

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

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

Section 16.05 Licensing Laws. The consultant and all subcontractors shall comply with the provisions of Chapter 9 Division 3 of the Business and Professions code concerning the licensing of contractors. All Contractors shall be licensed in accordance with the laws of the State of California and any Contractor not so licensed is subject to the penalties imposed by such laws. Prior to commencing any work under contract, all Contractors and subcontractors must show that they hold appropriate and current 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 16.06 Drug-Free Workplace. Consultant certifies that it will provide a drug-free workplace in compliance with Government Code §8350-§8357.

Section 16.07 Relationships of the Parties: No Intended Third-Party Beneficiaries. The Parties intend by this Agreement to establish a cooperative funding relationship, and do not intend to create a partnership, joint, venture, joint enterprise, or any other business relationship. There is no third person or entity who is an intended third-party beneficiary under this Agreement. No incidental beneficiary, whatever relationship such person may have with the Parties, shall have any right to bring an action or suit, or to assert any claim against the Parties under this Agreement. Nothing contained in this Agreement shall be construed to create and the Parties do not intend to create any rights in third parties.

Section 16.08 Applicable Law and Forum. This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Venue for any action to enforce the terms of this Agreement or for the breach thereof shall be in the Superior Court of the State of California in the County of Marin.

Section 16.09 Captions. The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.

Section 16.10 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 Code of Civil Procedure Section 1856. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

Section 16.11 Acceptance of Electronic Signatures and Counterparts. The parties agree that this Contract, Agreements ancillary to this Contract, and related documents to be entered into this Contract will be considered executed when all parties have signed this Agreement. Signatures delivered by scanned image as an attachment to electronic mail or delivered electronically through the use of programs such as DocuSign must be treated in all respects as having the same effect as an original signature. Each party further agrees that this Contract may be executed in two or more counterparts, all of which constitute one and the same instrument.

Section 16.12 Time of Essence. Time is and shall be of the essence of this Agreement and every provision hereof.

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

**CONSULTANT: LAMAR TRANSIT, LLC**

By: \_\_\_\_\_  
Neal Gatherum, Vice President/General Manager – Western Region

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**  
**SCOPE OF WORK & TIMELINE**

**I. Overview**

The Sonoma-Marín Area Rail Transit District (SMART) is contracting with Lamar Transit, LLC to sell ads and manage SMART's transit advertising program on SMART's trains, at SMART's facilities, and all other advertising locations accepted by the District to increase revenue at no cost to the District.

SMART's three primary objectives for the Consultant under this Agreement are:

- 1) Increasing ad revenue generation for SMART
- 2) Filling all ad placement spaces
- 3) Ensuring advertising reflects SMART's brand whenever possible

**II. Contract Management**

All work shall be initiated, scheduled, and reviewed by SMART's Communications and Marketing Specialist (hereinafter "SMART Manager"), or designee. Work may be initiated in writing or by teleconference.

**III. Scope of Work**

The Consultant shall be responsible for marketing SMART's available advertising space and soliciting advertisers to buy advertising in and around SMART's existing and future commuter rail stations, onboard SMART's Diesel Multiple Units ("DMUs"), on SMART's freight locomotives (as approved), and on other District real property (as approved).

Consultant shall provide all labor and labor supervision, tools, equipment, transportation, and supplies necessary to successfully provide a turnkey advertising revenue program at no cost to the District. The turn-key program shall include managing all add sales, ad placements, advertising graphics production, account management, design, proper installation, maintenance, removal of advertisements, and regular reporting to SMART.



A. Available Ad Space

In establishing this Agreement, the District intends to generate revenue from the available ad space located at:

- a. Fourteen (14) stations:

1. Windsor <i>(Currently in Construction. Est. Completion is Spring of 2025)</i>	2. Sonoma County Airport
3. Santa Rosa North	4. Santa Rosa Downtown
5. Rohnert Park	6. Cotati
7. Petaluma North	8. Petaluma Downtown
9. Novato San Marin	10. Novato Downtown
11. Novato Hamilton	12. Marin Civic Center
13. San Rafael	14. Larkspur

There are a total of fourteen (14) stations, sixteen (16) platforms with a total of twenty-four (24) shelters with ad space.

Throughout this contract, SMART may add and incorporate additional stations and platforms into its system. The Consultant shall be responsible for ad generation and management of these additional stations as part of this contract. SMART will notify Consultant in writing at least thirty (30) calendar days prior to the start of ad placements being expected at the new station platforms.

*Please reference Exhibit B - Inventory Advertising Space for the advertising space available at the Stations.*

- b. Eighteen (18) Diesel Multiple Units (“DMUs”).

There is existing internal ad space onboard SMART’s eighteen (18) trains.

SMART may, upon prior written approval, allow advertising on the outside surfaces of the trains. Historically, SMART has not had any exterior train wraps on its trains, so review and approval may be required

from SMART's executive leadership team and also SMART's Board of Directors.

*Please reference Exhibit B - Inventory Advertising Space for the advertising space available onboard SMART's trains.*

c. Freight Locomotives

SMART has freight locomotives that traverse the SMART corridor when carrying freight or performing freight operations. Historically, SMART has not had any exterior train wraps on its freight locomotives, so review and approval may be required from SMART's executive leadership team and also SMART's Board of Directors.

d. Other SMART Property

SMART may, upon prior written approval, allow advertising on other SMART property.

e. SMART reservation of ad space for its own use

SMART reserves up to fifty (50%) percent of available fixed advertising space at each station for the exclusive use of SMART. The SMART Manager and Consultant shall mutually agree on the exact location of this reserved space.

On rare occasion, the District may require more than fifty (50%) percent of the advertising space for its own use. The Consultant shall cooperate with the SMART Manager and District when these occasions arise.

If SMART decides to use any such advertising space, Consultant agrees to install the District's advertisements at no charge within ten (10) calendar days after receipt and to remove all advertising within three (3) calendar days of the specified removal date.

B. Scope of Services

Consultant shall perform the following tasks while under agreement:

- a. Market and sell advertising packages. Solicit advertising to achieve SMART's primary objectives. SMART will provide Consultant with a set price list at the beginning of the contract. Any modifications to the price list must be agreed upon by SMART.
- b. Create high-traffic advertising placement and create secure and aesthetically attractive advertisements and points of sale.

- c. Production of banners, floor graphics, vinyl decals, wallscapes and other media as mutually agreed upon.
- d. Graphic design for all advertising programs.
- e. Management services: oversee all necessary personnel, installation, and maintenance activities.
- f. Produce marketing materials promoting the SMART's transit advertising spaces, including but not limited to media kits and price lists.
- g. Portfolio management: Manage all advertiser accounts.
- h. Increase SMART's revenue.
- i. Installation Services
  - i. Install media enclosures and fixed signage in mutually agreed locations at no cost to SMART, including but not limited to framed, mounted advertising panels, backlighting, billboards, digital signage, and banners.
  - ii. Each ad placement shall be installed: 1) free from wrinkles, blisters, or similar defects; 2) displayed properly; and 3) present a sharp, clear, and clean appearance.
  - iii. No advertisement/placement shall be allowed to interfere with any safety devices, signs, lights, signals, identification numbers, or distinctive logos. This includes, but is not limited to, reflective materials, side reflectors, and other features. In addition, advertisements cannot interfere with the normal utilization of vents, glazing, ladders, windows, doors, and other equipment that may require regular preventative maintenance.
  - iv. Installation and removal of advertisements shall be performed by Consultant at Consultant's sole expense. Installation and removal at District facilities and onboard DMU's and locomotives shall be performed by Consultant in coordination with SMART's Operations' schedule and at a mutually agreed upon time. Consultant shall be responsible for any repairs required as a result of installation or removal of advertisements. This includes, but is

not limited to, any paint damage, resulting from the removal of direct application advertisements.

j. Maintenance Services

i. Consultant shall maintain and repair, at its sole cost and expense all equipment and advertising space provided by or on behalf of Consultant for the term of this Agreement in accordance with the provisions below:

1. Consultant shall maintain an attractive appearance for all of the advertisements onboard SMART's trains and at every station site or other advertising venue. Consultant shall maintain clean and not worn, tattered or defaced advertising displays. Each advertisement shall be free from wrinkles, blisters, or similar defects, and shall present a sharp and clear appearance.
2. If requested in writing by the District, an advertisement, shall be removed by Consultant within forty-eight (48) hours of receipt of written request at no cost to the District.
3. Consultant shall remove date sensitive advertisements within one (1) week after expiration. Failure to remove date sensitive advertisements within one (1) week after expiration may result in the District removing the advertisements and billing the cost for removal to the Consultant.

k. Other tasks as mutually agreed upon.

C. Content Requirements

- a. Consultant shall comply with the Guidelines Governing Advertising in and Upon SMART Facilities and Vehicles ("Exhibit D), which may be amended from time to time.
- b. Advertising requests that do not clearly comply with SMART's Guideline must be submitted to the SMART Manager for prior approval.

D. Reporting Requirements

a. Monthly Report

Consultant shall submit a monthly report (at the close of the month) to the SMART Manager that includes the following metrics for the prior month's performance:



- Total Ad Revenue Generated during the Month
- Revenue Growth Month over Month
- Occupancy Rate: % of Advertising Space Filled and % of Advertising Space that was left unfilled during the Month
- An Understanding of the Mix of Advertisers
  - Local/Regional Ads vs. National
  - Industry Segment
- Reach and Frequency: Identify the total number of people who were exposed to the ads (reach) during the month and how often they saw them (frequency). The goal is to optimize placements to achieve the highest possible reach while maintaining an optimal frequency.

b. Quarterly Report

Consultant shall submit a quarterly report (at the close of the quarter) to the SMART Manager that includes the following metrics for the prior quarter's performance:

- Total Ad Revenue Generated during the Quarter
- Revenue Growth Quarter over Quarter
- Occupancy Rate: % of Advertising Space Filled and % of Advertising Space that was left unfilled during the Quarter
- An Understanding of the Mix of Advertisers
  - Local/Regional Ads vs. National
  - Industry Segment
- Reach and Frequency: Identify the total number of people who were exposed to the ads (reach) during the quarter and how often they saw them (frequency). The goal is to optimize placements to achieve the highest possible reach while maintaining an optimal frequency.
- Long-Term Advertiser and Retention: Report on advertiser satisfaction through annual contracts and renewal rates.
- A narrative that includes recommendations for improving the success of SMART's advertising program.

c. Annual Fiscal Year Report

Consultant shall submit an annual report (at the close of SMART's Fiscal Year) to the SMART Manager that includes the following metrics:

- Total Ad Revenue Generated during the Fiscal Year
- Revenue Growth Year over Year
- Occupancy Rate: % of Advertising Space Filled and % of Advertising Space that was left unfilled during the Year
- An Understanding of the Mix of Advertisers
  - Local/Regional Ads vs. National
  - Industry Segment
- Reach and Frequency: Identify the total number of people who were exposed to the ads (reach) during the year and how often they saw them (frequency). The goal is to optimize placements to achieve the highest possible reach while maintaining an optimal frequency.
- Long-Term Advertiser and Retention: Report on advertiser satisfaction through annual contracts and renewal rates.
- A narrative that includes recommendations for improving the success of SMART's advertising program for the following Fiscal Year.

#### **IV. Acceptance Criteria**

All work shall be reviewed by the SMART Manager for conformance with the contract requirements. In the event that defective work is found to have taken place, Consultant shall replace all defective work immediately at the Consultant's sole cost prior to resubmitting for review. Upon successful review of work, the SMART Manager shall provide a notice of acceptance.

**EXHIBIT B**  
**INVENTORY OF ADVERTISING SPACE**

**1. Onboard SMART's Trains**

SMART has 18 Passenger Trains with a combined total advertising space below:

Type	Size	Quantity
Curved Wall	52"x 36"	9
Main Cabin Wall	74"x42"	9
Half Main Cabin Wall	40"x42"	9
Overhead panel A	11"x65"	18
Overhead panel B	11"x59"	18

**2. Platform Shelters**

SMART has 14 train stations with 16 platforms and a total of 24 passenger shelters with ad space available. The combined total advertising space available is listed below:

Platforms	Shelters	Panels	Panel Size
Larkspur Station	2	Up to 8 front facing Up to 1 end facing	Front facing: 62" x 38 1/4" Side panels: 62" x 18 1/2"
San Rafael Station	3	Up to 15 - front facing & end panels	76" x 43 1/2"
Civic Center Station	1	Up to 5 - front facing & end panels	76" x 43 1/2"
Novato Hamilton Station	1	Up to 5 - front facing & end panels	76" x 43 1/2"
Novato Downtown Station	2	Up to 10 - front facing & end panels	76" x 43 1/2"
Novato San Marin Station	1	Up to 5 - front facing & end panels	76" x 43 1/2"
Petaluma Downtown Station	2	Up to 10 - front facing & end panels	76" x 43 1/2"
Petaluma North Station	2	Up to 10 - front facing & end panels	76" x 43 1/2"
Cotati Station	2	Up to 10 - front facing & end panels	76" x 43 1/2"
Rohnert Park Station	2	Up to 10 - front facing & end panels	76" x 43 1/2"
Santa Rosa Downtown Station	2	Up to 8 - front facing & end panels	76" x 43 1/2"
Santa Rosa North Station	1	Up to 5 - front facing & end panels	76" x 43 1/2"
Sonoma County Airport Station	1	Up to 5 - front facing & end panels	76" x 43 1/2"
Windsor Station	3	Up to 15 - front facing and end panels	76" x 43 1/2"

**EXHIBIT C  
SCHEDULE OF RATES**

Consultant shall make Net Revenue payments to SMART on a quarterly basis.

Net Advertising revenue shall be calculated on an accrual basis (i.e. amounts are pro-rated to the time periods which correlate to the time periods during which the advertising is displayed).

The Percentage of Split Gross Revenue identified in the below table will be for the duration of the contract term, including all optional years.

PERCENTAGE OF SPLIT GROSS REVENUE	
SONOMA-MARIN AREA RAIL TRANSIT DISTRICT (SMART)	<u>47.50</u> %
LAMAR TRANSIT, LLC	<u>52.50</u> %
<b>TOTAL</b>	<b>100.00%</b>



# EXHIBIT D

## Guidelines Governing Advertising in and Upon SMART Facilities and Vehicles

### 1. Purpose:

1.1 Sonoma-Marín Area Rail Transit District (“SMART”) owns and operates a passenger rail system within the Counties of Sonoma and Marin.

1.2 SMART’s rail transit operations are funded by a combination of federal, local and state funds, including grants and taxes, as well as fare revenue. SMART’s purpose in accepting transit advertising is to generate revenue to augment SMART’s operating budget.

1.3 The primary purposes of SMART’s transit system are to provide safe and efficient public rail transportation and a bicycle-pedestrian pathway within its service area. Consistent with these purposes, SMART places great importance on maintaining secure, safe, comfortable and convenient Transit Facilities and Transit Vehicles and pathways in order to, among other things consistent with the provision of effective and reliable public transportation, retain existing riders and attract new users of public transit services. To generate additional revenue while also accomplishing the primary objectives of transit operations, SMART will accept advertising on its Transit Facilities and Transit Vehicles only if such advertising complies with this Advertising Policy.

1.4 It is the express intention of this policy that SMART’s property is designated a non-public forum. SMART’s acceptance of transit advertising will not create or provide a general public forum for expressive activities. Rather, as noted, SMART’s fundamental purposes and intent is to accept advertising as an additional means of generating revenue to support its transit operations. In furtherance of that discreet and limited objective, SMART retains strict control over the nature of the ads accepted for posting on or in its Transit Vehicles and Transit Facilities and maintains its advertising space as a non-public forum.

1.5 SMART finds that certain types of advertisements interfere with SMART’s primary purpose of generating revenue to benefit the transit system. This Advertising Policy advances the advertising program’s revenue-generating objective by prohibiting advertisements that could detract from the goal by creating substantial controversy, interfering with and diverting resources from transit operations, and/or posing significant risks of harm, inconvenience, or annoyance to transit passengers or pathway users, operations and vehicles. Such advertisements create an environment that is not conducive to achieving revenue for the benefit of the transit system or to preserving and enhancing the security, safety, comfort and convenience of its operations. The viewpoint neutral restrictions in this Advertising Policy foster the maintenance of a professional advertising environment that maximizes advertising revenue.

1.6 This policy is intended to provide clear guidance as to the types of advertisements that will allow SMART to generate revenue and enhance transit operations by fulfilling the following goals and objectives:

- Maximizing advertising revenues;
- Preventing the appearance of favoritism by SMART;
- Preventing the risk of imposing demeaning or disparaging views on a captive audience;
- Maintaining a position of neutrality on controversial issues;
- Preserving the marketing potential of the advertising space by avoiding content that the community could view as demeaning, disparaging, objectionable, inappropriate or harmful to member of the public generally or to minor in particular;
- Maximizing ridership and pathway use;
- Avoiding claims of discrimination and maintain a non-discriminator environment for riders;
- Preventing any harm or abuse that may result from running demeaning, disparaging or objectionable advertisements;
- Reducing the diversion of resources from transit operations that is caused by demeaning disparaging, objectionable, inappropriate or harmful advertisements.

1.7 This Advertising Policy applies to the posting of all advertisements on transit facilities and transit vehicles on or after the effective date. SMART's transit facilities and transit vehicles are a non-public forum and, as such, SMART will accept only that advertising that falls within the categories of acceptable advertising specified in this viewpoint neutral policy and that satisfies all other access requirements and restrictions provided herein. This Advertising Policy does not apply to SMART owned property in the possession of another party pursuant to a lease, license or concession agreement.

1.8 SMART's acceptance of an advertisement does not constitute express or implied endorsement of the content or message of the advertisement, including any person, organization, products, services, information or viewpoints contained therein, or of the advertisement sponsor itself. This endorsement disclaimer extends to and includes content that may be found via internet addresses, quick response (QR) codes, and telephone numbers that may appear in posted ads and that direct viewers to external sources of information.

## 2. Advertising Policy

2.1 ***Permitted Advertising Content*** – The following classes of advertising are authorized on transit facilities and transit vehicles if the advertising does not include any material that qualifies as prohibited advertising under this Advertising Policy:

2.1.1 **Commercial and Promotional Advertising.** Commercial and promotional advertising that promotes or solicits the sale, rental, distribution or availability of goods, services, food, entertainment, events, programs, transactions, donations, products or property (real or personal) for commercial or noncommercial purposes or more generally promotes an entity that engages in such activities.

2.1.2 Governmental Advertising. Governmental entities, meaning public entities specifically created by government action, may purchase advertising space for messages that advance specific government purposes.

2.1.3 Public Service Announcements. SMART recognizes that its advertising program and its overall public transportation mission are promoted by allowing for public service announcements. Such announcements engender goodwill with the public because the transit system is seen as a caring and active participant in the community.

A Public Service Announcement must satisfy the following criteria:

- a. The sponsor of a Public Service Announcement must be a government entity or a nonprofit corporation that is exempt from taxation under Section 501 (c) (3) of the Internal Revenue Code.
- b. The Public Service Announcement must be directed to the general public or a significant segment of the public and relate to:
  - Prevention or treatment of illnesses;
  - Promotion of safety or personal well-being;
  - Education or training;
  - Provision of children and family services;
  - Solicitation by broad-based contribution campaigns which provide funds to multiple charitable organizations; or
  - Provision of services and programs that provide support to low income citizens, senior citizens, and people with disabilities.

## 2.2 **Prohibited Advertising Content.**

Advertising is prohibited on or in Transit Facilities and Transit Vehicles if it includes any of the following content:

2.2.1 Political Campaign Speech. Advertising that promotes, or opposes a political party, the election of any candidate or group of candidates or federal, state or local government offices or initiatives, referendums or other ballot measures.

2.2.2 Prohibited Products, Services or Activities. Any advertising that (1) promotes or depicts the sale, rental, or use or participation in, or images of the following products, services or activities: or (2) uses brand names or other material that are identifiable with such products, services or activities:

- a. **Tobacco.** Tobacco products, including but not limited to cigarettes, cigars, and smokeless (e.g., chewing) tobacco;

- b. **Firearms.** Firearms, ammunition or other firearms-related products.
  - c. **Adult/Mature Rated Films, Television or Video Games.** Adult films rated “X” or “N-17”, television rated “MA” or video games rated “A” or “M”.
  - d. **Adult Entertainment Facilities.** Adult book stores, adult video stores, nude dance clubs and other adult entertainment establishments.
  - e. **Other Adult Services.** Adult telephone services, adult internet sites and escort services.
- 2.2.3 **Sexual and/or Excretory Subject Matter.** Any advertising that contains or involves any material that describes, depicts or represents sexual or excretory organs or activities in a way:
- a. That the average adult person, applying contemporary community standards, would find, when considered as a whole, appeals to the prurient interest of minors in sex; or
  - b. which is patently offensive to contemporary standard in the adult community as a whole with respect to what is suitable material for minors to see; or
  - c. that depicts, or reasonably appears to depict, a person under the age of eighteen (18) exhibiting his or her sexual or excretory organs or engaging in sexual or excretory activities.
- 2.2.4 **False or Misleading.** Any material that is or that the sponsor reasonably should have known is false, fraudulent, misleading. Deceptive or would constitute a tort of defamation or invasion of privacy.
- 2.2.5 **Copyright, Trademark or Otherwise Unlawful.** Advertising that contains any material that is an infringement of copyright, trademark or service mark, or is otherwise unlawful or illegal.
- 2.2.6 **Illegal Activity.** Any advertising that promotes any activity or product that is illegal under federal, state or local law.
- 2.2.7 **Profanity and Violence.** Advertising that contains any profane language, or portrays images or descriptions of graphic violence, including dead, mutilated or disfigured human beings or animals, or intentional infliction of pain or violent action towards or upon a person or animal.



- 2.2.8 Demeaning or Disparaging. Advertising that contains material that demeans or disparages an individual, group of individual or entity. For purposes of determining whether an advertisement contains such material, SMART will determine whether a reasonably prudent person, knowledgeable of the SMART ridership and using prevailing community standards, would believe that the advertisement contains material that ridicules or mocks, is abusive or hostile to, or debases the dignity or stature of any individual, group of individuals or entity.
- 2.2.9 Harmful or Disruptive to Transit System. Advertising that contains material that is so objectionable as to be reasonably foreseeable that it will result in harm to, disruption of or interference with the transportation system. For purposes of determining whether an advertisement contains such material, SMART will determine whether a reasonably prudent person, knowledgeable of SMART's ridership and using prevailing community standards, would believe that the material is so objectionable that it is reasonable foreseeable that it will result in harm to, disruption of or interference with the transportation system.
- 2.2.10 Lights, Noise and Special Effects. Flashing lights, sound makers, mirrors or other special effects that interfere with the safe operation of the train or the safety of train riders, pathway users, drivers of other vehicles or the public at large.
- 2.2.11 Unsafe Transit Behavior. Any advertisement that encourage or depicts unsafe behavior with respect to transit-related activities, such as non-use of normal safety precautions in awaiting, boarding, riding upon or debarking from transit vehicles.
- 2.2.11 Unsafe Transit Behavior. Any advertisement that encourage or depicts unsafe behavior with respect to transit-related activities, such as non-use of normal safety precautions in awaiting, boarding, riding upon or debarking from transit vehicles.
- 2.2.12 Public Issue. Advertisements expressing or advocating an opinion, position or viewpoint on matters about economic, political, religious or social issues.
- 2.2.12 SMART Graphics and References. Advertising that contains SMART graphics, logos or representations without the express written consent of SMART.

**2.3 Additional Requirements**

- 2.3.1 **Sponsor Attribution and Contact Information** Any advertising in which the identity of the sponsor is not readily and unambiguously identifiable must include the following phrase to identify the sponsor in clearly visible letters (no

smaller than 72 point type for exteriors and 24 point type of interiors):

Paid for by \_\_\_\_\_

“Teaser ads” that do not identify the sponsor will, however, be allowed so long as a similar number of follow up advertisements are posted within eight weeks of the initial tease ads that do identify the sponsor of those initial ads.

### 3. Procedures

3.1 All proposed transit advertising must be submitted to SMART for initial compliance review. The (position) will perform a preliminary evaluation of the submission to assess its compliance with this policy. The (position) may at any time discuss with the entity proposing the advertisement one or more revisions to an advertisement which, if taken, would bring it into conformity with this Advertising Policy.

3.2 In the event the (position) determines that a proposed advertisement does not comply with this Advertising Policy or is unable to make a compliance determination, the General Counsel will review the proposed advertisement for compliance with the guidelines set forth in this policy and will direct the (position) as to whether the proposed advertisement complies with this policy.

3.3 The (position) shall conduct a final review of the proposed advertising. The decision of the (position), to approve or reject any proposed advertising shall be final.

3.4 The (position) is responsible for the implementation of this Advertising Policy.

**EXHIBIT E**  
**STATE OF CALIFORNIA PROVISIONS**

**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 the State of California and local law, regulations, and directives. The terms of the most recent amendment to any state or local laws, regulations, 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 State of California provides otherwise in writing. The State regulations set forth in this Agreement to be observed in the performance of the Agreement are subject to change, and such changed requirements will apply to this Agreement as required. Contractor shall include in its subcontracts, and require its subcontractors of every tier to include in their respective subcontracts, provisions incorporating the requirements of this Attachment. Contractor’s failure to comply with these requirements shall constitute a material breach of this Agreement and may result in the withholding of progress payments to the Contractor, in addition to other remedies.

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

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

*Applicability: All Contracts*

Contractor shall comply with the following requirements:

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

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

(c) Access to Records. The Contractor agrees to provide access to SMART, the State of California, 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 State of California, 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.

(d) Access to the Site of Performance. The Contractor agrees to permit the State of California 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 handicaps, with the Americans with Disabilities Act of 1990 (ADA), as amended, 42U.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 State of California, 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. 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 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.
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.

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.
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.
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.

## 5. Clean Water 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 SMART 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.

### 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.

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

*Applicability: All Operations Management, Service Agreements, 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.”

## 7. 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, 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.

## 8. 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). 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.

## **9. 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.

## **10. 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.

## **11. 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.

## **12. Procurement of 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.

### 13. Special DOL EEO Clause

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

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

### 14. Termination.

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

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

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

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

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

If Contractor fails to remedy to SMART's satisfaction the breach or default of any of the

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

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

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

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

(g) Termination for Default (Transportation Services) If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, SMART may terminate this contract for default. SMART shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of SMART's goods, the Contractor shall, upon direction of SMART, protect and preserve the goods until surrendered to SMART or its agent. The Contractor and SMART shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

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



(h) 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.

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

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

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

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

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

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

If, after serving a Notice of Termination for Default, 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.

## **15. 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.

### **16. 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).

### **17. 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 State of California laws, regulations, requirements, and guidance will continue in effect.

## **18. 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.

## **19. 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.

## **20. 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.

## **21. 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.