



**BOARD OF DIRECTORS
REGULAR MEETING AGENDA
SEPTEMBER 17, 2025 - 1:30 PM**

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

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

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

HOW TO WATCH THE LIVE MEETING USING THE ZOOM

<https://sonomamarintrain-org.zoom.us/j/85410509881?pwd=pButHwakIVNRUQA9u5YBDy0fHXFD2h.1>

Webinar ID: 854 1050 9881; Passcode: 971474

TELECONFERENCE

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

WATCH THE BOARD MEETING VIA LIVESTREAM

View the live broadcasts of Board meetings online at: <https://www.sonomamarintrain.org/meetings>

To view the meeting, select "View Event" at the time of the meeting.

HOW TO PROVIDE COMMENTS ON AGENDA ITEMS

Prior To Meeting: Technology limitations may limit the ability to receive verbal public comments during the meeting. If you wish to make a comment you are strongly encouraged to please submit your comment to Board@SonomaMarinTrain.org by 5:00 PM on Tuesday, September 16th, 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
SEPTEMBER 17, 2025 – 1:30 PM**

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

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

1. Call to Order
- 2a. Approval of the July 16, 2025, Board Meeting Minutes
- 2b. Approval of the August 20, 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 – August 2025
- 6b. Authorize the General Manager to execute contract amendment No. 8 to the Nossaman LLP, Legal Services Contract in order to increase the contract amount by \$400,000
- 6c. Authorize the Chair to Execute the three-year Collective Bargaining Agreement between Sonoma-Marín Area Rail Transit (SMART) and the International Brotherhood of Teamsters, Local Union Number 665

Regular Calendar

7. Authorize the General Manager or his designee to execute Agreement No. MK-PS-24-001 with FivePaths, LLC for a not to exceed amount of \$303,300 to develop and launch a new website and maintain the new website for an initial term of three years. Additionally, authorize the General Manager to execute up to two (2) optional one-year extensions thereafter – *Presented by Communications & Marketing Specialist Allison Mattioli*
8. Adopt Resolution No. 2025-25, amending Resolution No. 2025-19, the Fiscal Year 2025/2026 Adopted Budget to increase appropriation authority and modify position authority. - *Presented by Chief Financial Officer Heather McKillop*
9. Adopt Resolution No. 2025-26, awarding a Progressive Design-Build Phase I Agreement to Stacy and Witbeck/Herzog, A Joint Venture in an amount of \$21,754,398.54 to complete Phase 1 work consisting of field investigations, surveys,

and engineering design to a 65 percent level – *Presented by Chief Engineer Bill Gamlen*

Hearing

10. Adopt Resolution No. 2025-27, Resolution of Necessity to acquire real property interests by eminent domain for the SMART pathways project (See attached list of Assessor Parcel Numbers (APNs) and owners) - *Presented by General Manager Eddy Cumins*

11. Next Board of Directors Meeting, October 15, 2025 – 1:30 PM – 5401 Old Redwood Highway, 1st Floor, Petaluma, CA 94954

12. 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 written agenda materials in appropriate alternative formats, or make disability-related modification or other accommodation, to enable individuals to participate in and provide comments at/or related to public meetings. To request a modification, accommodation, service, or alternative format, please submit a request, including your name, phone number and/or email address, and a description of the modification, accommodation, service, or alternative format requested at least two (2) days before the meeting. Requests may be submitted to the Clerk of the Board by email at board@sonomamarintrain.org or by phone at (707) 794-3330. Requests can also be made by mail to SMART, 5401 Old Redwood Highway, Suite 200, Petaluma, CA 94954 (must be received at least two days before the meeting). Requests will be granted whenever possible and resolved in favor of accessibility.

SMART APN	Adjacent Owner Name	Adjacent Owner Sonoma County APN
006-051-081	The Jeanette E. Zibura-Strong Trust & The John Gilbert Strong Living Trust Bypass Trust c/o Jeanette E. Zibura-Strong, Trustee	006-051-059 & 006-051-075
006-051-081	Pacciorini Family, LLC	006-051-074
006-051-081 & 019-030-016	Old Elm Partners II, LP	006-051-085
007-401-047	G&I IX Lagunitas 1 LP	007-401-040
047-166-043	The Nissen Family Living Trust c/o Nahmen B. Nissen, Trustee	047-166-017
047-166-043	The Myers Townsend Family Trust c/o Jeffrey C. Myers, Trustee; The Leigh Townsend Family Trust c/o Leigh Townsend, Trustee	047-166-018
047-166-043	Michael A. Kofoid	047-166-019
047-166-043	T. C. Enterprises, LLC	047-166-030
047-166-043	The Stacy R. Horton & Linda R. Lockwood Community Trust c/o Stacy R. Horton & Linda R. Lockwood, Trustees	047-166-039
047-166-043	Dominic E. Crosby & Maggie M. Lam	047-166-047
047-213-025 & 137-011-026	Charles J. Hildebrand	047-213-027 & 137-011-022
047-221-042	Klendon LLC	047-221-041
137-011-026	The Clarence & Laveta Christensen 2001 Revocable Trust, Bypass Trust, and The Clarence and Laveta Christensen 2001 Revocable Trust, Survivor's Trust c/o Laveta M. Christensen, Trustee	137-011-024
137-011-026	James F. Burket	137-011-025
137-061-036	McDowell Meadows Homeowners' Association, Inc.	137-130-059
137-061-036	Brody Ranch Community Association	137-510-063
043-133-016	MAJ Educational Trust c/o Marcus Allen Johnson, Trustee	043-141-002
043-133-016	William F. Hansen & Dolores M. Hansen	043-141-037
043-133-016	Mora Family Trust c/o Isaias B. Mora & Delia Mora, Co-Trustees	043-141-045
043-133-016	Carrillo Place, LP	043-141-050
043-133-016	Edward A. Harp & Tina M. Harp	043-170-021
134-072-052	Martin Velazquez Garfia & Martin Velazquez Medina & Antonio Velazquez Medina	043-170-022
043-133-016	Robert E. Cydear	043-170-040
043-133-016	Victor M. Arteaga & Zacklyne F. Arteaga	043-170-042
043-133-016	Maria Victoria Centeno Sanchez & Jose de Jesus Centeno Pedroza	043-181-006
043-133-016	Eva Gamino	043-181-007
043-133-016	Erika Zeying-Zhang & Wei Kun Zhang	043-181-009

SMART APN	Adjacent Owner Name	Adjacent Owner Sonoma County APN
134-072-052	Ramon Juarez Solario & Daniel Rangel Saucedo, Jr.	043-270-017
134-072-052	Paola Conde Frendo	043-270-018
134-072-052	Jaime Alcazar & Maria Guadalupe Zepeda	043-270-020
134-072-052	Beverly Minnifield & Mary Minnifield	043-270-035
134-072-052	Jimmy R. Winkle & Ellen Allegra Trust dated 1986 c/o Ellen Pauli, Trustee	043-270-036
134-072-052	Fogatia C. Fuiava & Sineti Fuiava	043-280-001
134-072-052	Samson Gebrezghi & Valencia Tetteh Gebrezghi	043-280-002
134-072-052	Yesenia Alvarez	043-280-003
045-013-038	Scenic Avenue Partners, LLC	045-013-035
134-102-085	Cecic-Karuzic Family Trust c/o Zelko Cecic-Karuzic & Paula Cecic-Karuzic, Trustees	134-111-068
045-013-038 & 134-171-060	The Michael M. Ghilotti & Lisa Ghilotti 2006 Trust c/o Michael M. Ghilotti & Lisa Ghilotti, Trustees	134-171-058
059-271-048 & 059-271-049	Sonoma Country Day School	059-271-062, 059-271-063, 059-271-064 & 059-350-094
059-271-048	Windsor Express, LP	059-271-097
059-271-051	Shiloh Oaks Company, LLC	059-271-100
059-271-051	930 Shiloh Owner LLC	059-271-105
059-271-049	The Airport Club LP	059-350-031
059-271-050	A.B.C.O.A., Inc.	059-350-055
059-271-050	Bruce S. Rocco and Sandra G. Rocco Trust c/o Bruce S. Rocco and Sandra G. Rocco, Trustees & 412 Aviation SR, LLC & Robert Hillmann & Airport Business Center LP	059-350-063, 059-350-059, 059-350-061, 059-350-062
066-170-027, 066-081-087 & 164-020-030	Windsor Mill Homes, LLC	066-170-033, 066-170-013, 164-020-008 & 164-020-041
006-081-087	Town Green Village Association & Windsor River Properties, LLC & DenBeste CA Properties, LLC & Hilda Sandoval & Karen D. Alves & Ruffino Rosas, Jr.	066-660-Common Area 066-660-001, 066-660-002, 066-660-003, 066-660-004, 066-660-005
047-214-022	Dennis Muelrath	047-214-028



**BOARD OF DIRECTORS
REGULAR MEETING MINUTES
JULY 16, 2025 - 1:30 PM**
5401 Old Redwood Highway, 1st Floor
Petaluma, CA 94954

1. Call to Order [\[4:23 Minutes Mark on the Video Recording\]](#)

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

2. Approval of the June 18, 2025, Board Meeting Minutes [\[5:14 Minutes Mark on the Video Recording\]](#)

MOTION: Director Lucan moved approval of the June 18, 2025 Board Meeting Minutes as presented. Director Milberg second. The motion carried 7-0 (Directors Kelley, Colin, Fleming, Pahre, and Paulson absent).

3. Board Member Announcements [\[5:42 Minutes Mark on the Video Recording\]](#)

Vice Chair Sackett and Director Garbarino spoke.

4. General Manager's Report [\[6:55 Minutes Mark on the Video Recording\]](#)

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

website. Highlights include:

- Ridership Report
- Real-Time Information
- Pathway Litigation
- Farewell to Leti Rosas
- Highlight of the Month
- Questions

Board Comments [\[19:10 Minutes Mark on the Video Recording\]](#)

Director Kelley requested clarification on the definition of passenger miles. General Manager Cumins responded to Director Kelley question.

Clerk Leticia Rosas shared a few words about her time at SMART.

5. Public Comments on Non-Agenda Items [\[22:40 Minutes Mark on the Video Recording\]](#)

The following individuals spoke under Public Comment:

- Eris Weaver
- Tony Sawaya

General Manager Cumins responded to questions.

6. Consent [\[25:26 Minutes Mark on the Video Recording\]](#)

- a. Accept Monthly Ridership Report – June 2025
- b. Approve Monthly Financial Status Report – April 2025
- c. Eide Bailly Financial Audit Communication Letter to SMART
- d. Authorize the General Manager to issue a Purchase Order to Barnes Family Company, Inc., dba Platinum Chevrolet for the purchase of two (2) 4WD service body trucks and one (1) 2WD service body truck in an amount not-to-exceed \$208,693.52
- e. Approve the designation of the Chief Financial Officer, Finance and Budget Manager, and Grants and Budget Analyst as Authorized Agents to submit and manage applications for disaster assistance with the California Governor’s Office of Emergency Services and Federal Emergency Management Agency

MOTION: Director Kelley moved approval of Consent Agenda, as presented. Director Milberg second. The motion carried 9-0 (Directors Fleming, Pahre, and Paulson absent).

7. Authorize the Board Chair to Execute the Collective Bargain Agreement Between Sonoma-Marin Area Rail Transit (SMART) and International Brotherhood of Teamsters, Local Union Number 665 for the period of July 1, 2025 to June 30, 2028 – *Presented by Human Resources Manager, Lisa Hansley* [\[26:08 Minutes Mark on the Video Recording\]](#)

Board Comments [\[28:43 Minutes Mark on the Video Recording\]](#)

None

Public Comments [\[28:46 Minutes Mark on the Video Recording\]](#)

None

MOTION: Director Milberg moved to authorize the Board Chair to Execute the Collective Bargain Agreement Between Sonoma-Marin Area Rail Transit (SMART) and International Brotherhood of Teamsters, Local Union Number 665 for the period of July 1, 2025 to June 30, 2028, as presented. Director Garbarino second. The motion carried 9-0 (Directors Fleming, Pahre, and Paulson absent).

8. Approve a Resolution Authorizing the General Manager to execute a Consultant

Services Agreement No. EV-PS-25-001 with WRA, Inc. for on-call environmental clearance and permitting services to support planning, design and construction activities with a not-to-exceed amount of \$4,000,000 and a term of five (5) years – *Presented by Chief Engineer, Bill Gamlen [29:21 Minutes Mark on the Video Recording]*

Board Comments [31:22 Minutes Mark on the Video Recording]

Director Milberg requested clarification on how the actual hourly billing rate is calculated across categories to determine the straight hourly rate.

Procurement Manager Ken Hendricks responded to Director Milberg question.

MOTION: Director Sackett moved to approve a Resolution Authorizing the General Manager to execute a Consultant Services Agreement No. EV-PS-25-001 with WRA, Inc. for on-call environmental clearance and permitting services to support planning, design and construction activities with a not-to-exceed amount of \$4,000,000 and a term of five (5) years, as presented. Director Kelley second. The motion carried 9-0 (Directors Fleming, Pahre, and Paulson absent).

9. Update on SMART's Quality of Life Study (Information) – *Presented by Planning Manager, Emily Betts [35:17 Minutes Mark on the Video Recording]*

Senior Planner Zoe Unruh provided a PowerPoint presentation which is posted on SMART's website. Highlights include:

- Study Purpose
- Outreach Summary
- What is a Theme?
- Theme Overview
- Scale of Accumulated Benefits
- Themes
- What's Next
- Questions

Board Comments [1:10:43 Minutes Mark on the Video Recording]

Several Directors, the Chair, and Vice Chair provided feedback and asked questions.

Senior Planner Zoe Unruh and General Manager Cumins responded to questions.

Public Comments [1:29:32 Minutes Mark on the Video Recording]

Rick Luttmann, and Michael spoke online.

10. Marin-Sonoma Coordinated Transit Service Plan (MASCOTS) (Information) - *Presented by Planning Manager, Emily Betts [1:33:06 Minutes Mark on the Video Recording]*

Board Comments [1:48:50 Minutes Mark on the Video Recording]

Directors Rabbitt, Kelley, Milberg, and Colin spoke and asked questions. Chair Coursey spoke.

Planning Manager Emily Betts and General Manager Cumins responded to questions.

Public Comments [2:02:06 Minutes Mark on the Video Recording]

Michael and Rick Luttmann spoke online.

11. Adopt a Resolution amending Resolution No. 2025-19, the Fiscal Year 2025/2026 Adopted Budget to increase appropriation authority and position authority - Presented by Chief Financial Officer, Heather McKillop [2:08:01 Minutes Mark on the Video Recording]

Board Comments [2:19:43 Minutes Mark on the Video Recording]

Chair Coursey asked for the new fund balance number.

Director Rabbitt asked about the collection of sales tax and auditing costs.

Chief Financial Officer Heather McKillop responded to questions.

Public Comments

None

MOTION: Director Sackett moved to adopt a Resolution to Amend Resolution No. 2025-19, the Fiscal Year 2025/2026 Adopted Budget to increase appropriation authority and position authority, as presented. Director Cader Thompson second. The motion carried 9-0 (Directors Fleming, Pahre, and Paulson absent).

Closed Session [2:22:20 Minutes Mark on the Video Recording]

12. 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-Marine Area Rail Transit District (SMART) - Superior Court of California, County of Sonoma - SCV-271787

13. Report Out Closed Session [2:24:37 Minutes Mark on the Video Recording]

District Counsel Sutherland reported out of Closed Session at 4:39 PM 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-Marine Area Rail Transit District (SMART) - Superior Court of California, County of Sonoma - SCV-271787

Report Out: No reportable action.

14. Next Board of Directors Meeting, **August 20, 2025 – 1:30 PM** – 5401 Old Redwood Highway, 1st Floor, Petaluma, CA 94954
15. Adjournment – Meeting adjourned at 4:40 PM

Respectfully submitted,

Samantha Frias
Interim Clerk of the Board

Approved on: _____



**BOARD OF DIRECTORS
REGULAR MEETING MINUTES
AUGUST 20, 2025 - 1:30 PM**
5401 Old Redwood Highway, 1st Floor
Petaluma, CA 94954

1. Call to Order [\[00:23 Minutes Mark on the Video Recording\]](#)

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

2. Approval of the July 16, 2025, Board Meeting Minutes [\[01:16 Minutes Mark on the Video Recording\]](#)

MOTION: Director Milberg moved approval of the July 16, 2025, Board Meeting Minutes as presented. Director Lucan seconded the motion. The vote was 6-0-1, with Director Fleming abstaining and Directors Garbarino, Kelley, Paulson, and Rabbitt absent. Because a majority of the full Board was not achieved, the motion did not carry. The item will be brought back for consideration at the next meeting.

3. Board Member Announcements [\[01:59 Minutes Mark on the Video Recording\]](#)

Directors Pahre and Garbarino, and Chair Coursey spoke. Directors Garbarino, Kelley, and Paulson joined the meeting.

4. General Manager's Report [\[04:45 Minutes Mark on the Video Recording\]](#)

General Manager Cumins provided a PowerPoint presentation, which is available on SMART's website. Highlights included:

- Ridership Report
- MASCOTS Update
- Employees of the Month
- Farewell to Tom Lyons
- Questions

Mr. Lyons, who is retiring, shared remarks about his time at SMART.

[Board Comments](#) [\[14:56 Minutes Mark on the Video Recording\]](#)

Several directors provided comments and asked questions. Directors also expressed thanks and praise to General Counsel Tom Lyons for his service. General Manager Cumins responded to questions.

5. Public Comments on Non-Agenda Items [\[21:56 Minutes Mark on the Video Recording\]](#)

The following individuals spoke under Public Comment:

- Dani Sheehan-Meyer
- Matthew Hartzell

Director Garbarino shared an announcement and noted she had been remiss in not speaking earlier due to her late arrival. General Manager Cumins responded to questions.

6. Consent [\[24:30 Minutes Mark on the Video Recording\]](#)

- a. Accept Monthly Ridership Report – July 2025
- b. Approve Monthly Financial Status Report – June 2025
- c. Adopt a Resolution authorizing the filing of SMART’s annual application for State Transit Assistance in the amount of \$4,161,082, increasing SMART’s application by \$800,000 - *Presented by Chief Financial Officer, Heather McKillop*

MOTION: Vice Chair Sackett moved approval of the Consent Calendar, as presented. Director Cader Thompson seconded the motion. The motion carried 10-0, with Directors Colin and Rabbitt absent.

7. Adopt a Resolution authorizing the General Manager to execute Agreement No. FRBB-25-001 with Railworks Track Systems, LLC for Brazos Railroad Timber Bridge Repairs - Phase 2 in the amount of \$604,235 – *Presented by Chief Engineer, Bill Gamlen* [\[25:03 Minutes Mark on the Video Recording\]](#)

Board Comments [\[27:08 Minutes Mark on the Video Recording\]](#)

None.

Public Comments [\[27:15 Minutes Mark on the Video Recording\]](#)

None.

MOTION: Director Garbarino moved to adopt a Resolution authorizing the General Manager to execute Agreement No. FRBB-25-001 with Railworks Track Systems, LLC for Brazos Railroad Timber Bridge Repairs - Phase 2 in the amount of \$604,235, as presented. Director Pahre seconded the motion. The motion carried 10-0, with Directors Colin and Rabbitt absent.

8. Adopt a Resolution to amend Resolution No. 2025-19, the Fiscal Year 2025/2026 Adopted Budget to roll forward revenues and expenses from Fiscal Year 2025, and increase appropriation authority for Passenger and Freight – *Presented by Chief*

Financial Officer, Heather McKillop [27:40 Minutes Mark on the Video Recording]

Board Comments [35:21 Minutes Mark on the Video Recording]

Chair Coursey and Director Paulson provided comments and asked questions. Chief Financial Officer Heather McKillop responded.

Public Comments [39:20 Minutes Mark on the Video Recording]

None.

MOTION: Vice Chair Sackett moved to adopt a Resolution to amend Resolution No. 2025-19, the Fiscal Year 2025/2026 Adopted Budget to roll forward revenues and expenses from Fiscal Year 2025, and increase appropriation authority for Passenger and Freight, as presented. Director Paulson seconded the motion. The motion carried 10-0, with Directors Colin and Rabbitt absent.

Closed Session [39:50 Minutes Mark on the Video Recording]

9. 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

10. Report Out Closed Session [40:35 Minutes Mark on the Video Recording]

District Counsel Sutherland reported out of Closed Session at 3:05 PM 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: No reportable action.

11. Next Board of Directors Meeting, **September 17, 2025 – 1:30 PM** – 5401 Old Redwood Highway, 1st Floor, Petaluma, CA 94954

12. Adjournment – Meeting adjourned at 3:05 PM

Respectfully submitted,

Samantha Frias
Interim 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

September 17, 2025

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

SUBJECT: Monthly Ridership Report – August 2025

Dear Board Members:

RECOMMENDATIONS: Information Item

SUMMARY:

We are presenting the monthly ridership report for activity for the month of August 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); the system was revalidated and recertified by FTA in June 2025. Both APC-based ridership and fare-based collection rider counts are shown in the attached report to give a full picture of ridership. APC-based ridership captures all riders, including riders with passes who neglect to tag on or off, riders who fail to activate their mobile app tickets, as well as free-fare riders.

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

SMART's ridership data through August 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 – August 2025

AUGUST 2025 SMART RIDERSHIP REPORT

August 2025 saw a slight decrease in ridership from the previous month, with average weekday ridership at 4,710, down 1% from July. Average Saturday and Sunday ridership decreased by 14% and 16%, respectively, from the previous month, and increased 33% and 45%, respectively, over August 2024. Total monthly ridership was 125,407, up 36% over August 2024 and 92% over August 2019 (pre-COVID).

As background, SMART modified services in March 2020 due to the COVID-19 pandemic, with weekend service annulled and weekday service reduced to 16 trips. In May 2021, SMART added back 10 weekday trips. Saturday service was restored in May 2021, and Sunday service in May 2022. In June 2022, SMART added 10 additional weekday trips, and in 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. In late May 2025, SMART began running service to Windsor Station.

The tables below present data for August 2024 and 2025 year-over-year, and the Fiscal Year to date (July-August). Ridership for the fiscal year to date is tracking 44% over the same time period.

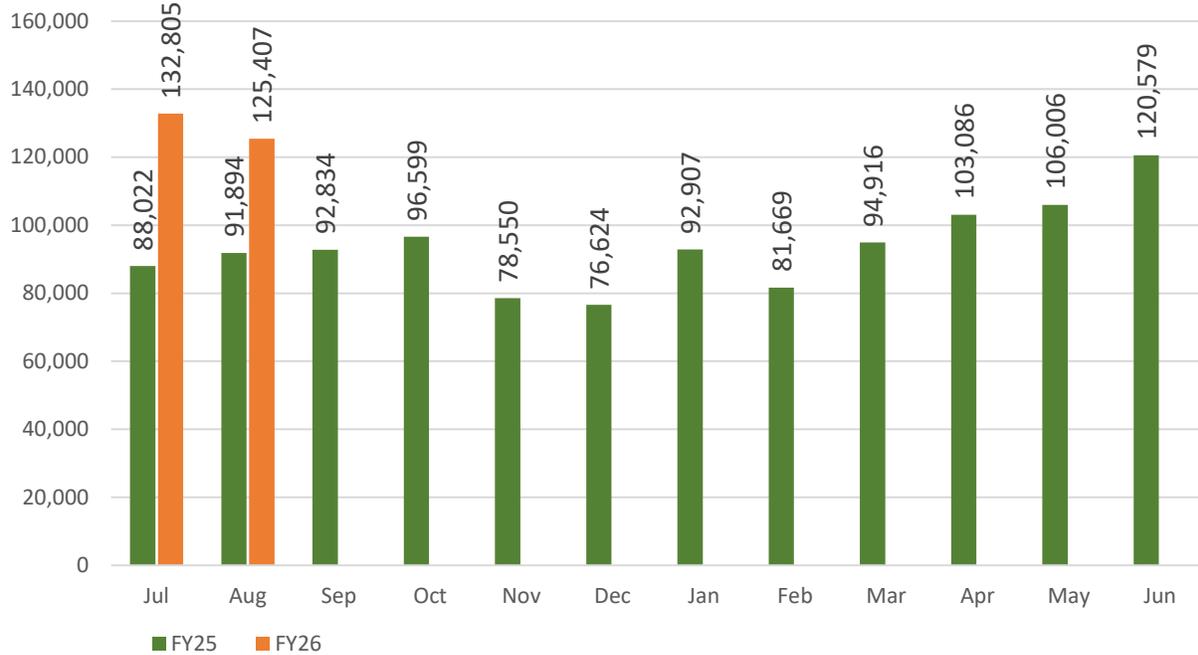
MONTHLY TOTALS YEAR-OVER-YEAR	AUGUST 2024	AUGUST 2025	% Change
Ridership	91,894	125,407	36%
Fare-based Ridership (Clipper + App Only)	49,732	62,056	25%*
Average Weekday Ridership	3,390	4,710	39%
Average Saturday Ridership	2,027	2,691	33%
Average Sunday Ridership	1,796	2,607	45%
Bicycles	13,046	16,583	27%
Mobility Devices	286	429	50%

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

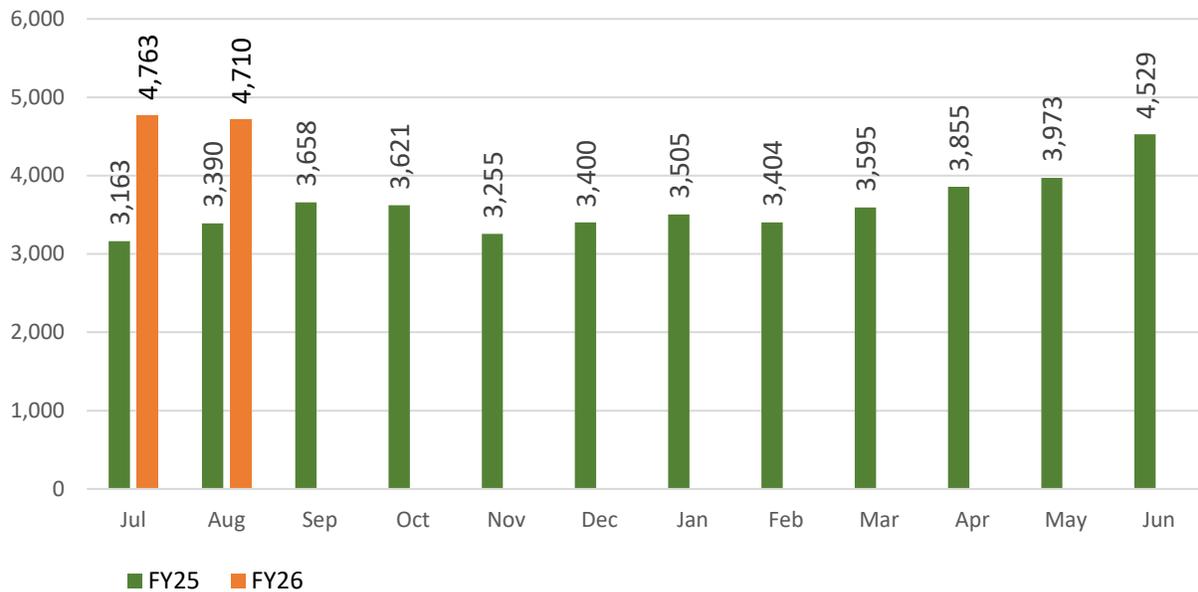
FISCAL YEAR (Jul - Aug)	Fiscal Year 2025	Fiscal Year 2026	% Change
Ridership	179,916	258,212	44%
Fare-based Ridership (Clipper + App Only)	97,255	125,820	29%
Average Weekday Ridership	3,276	4,737	45%
Average Saturday Ridership	2,062	2,891	40%
Average Sunday Ridership	1,911	2,850	49%
Bicycles	23,999	31,642	32%
Mobility Devices	503	879	75%

The following charts compare the average weekday ridership, average weekend ridership, and monthly totals for FY25-FY26.

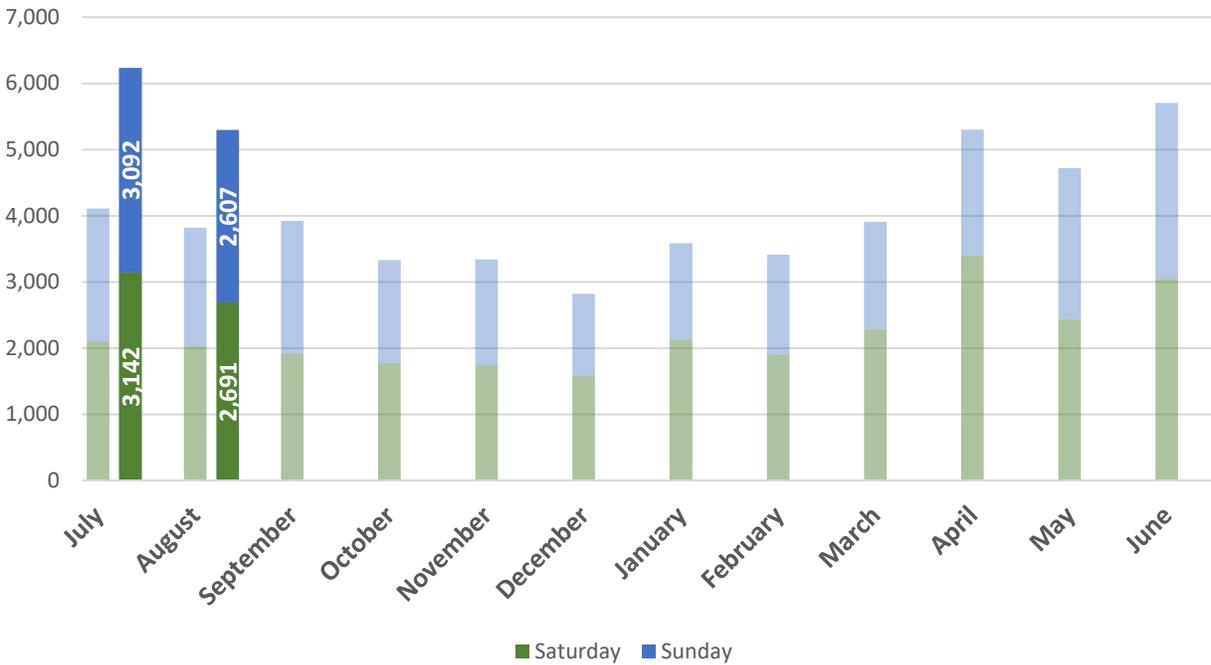
SMART Monthly Ridership (FY25 - FY26)



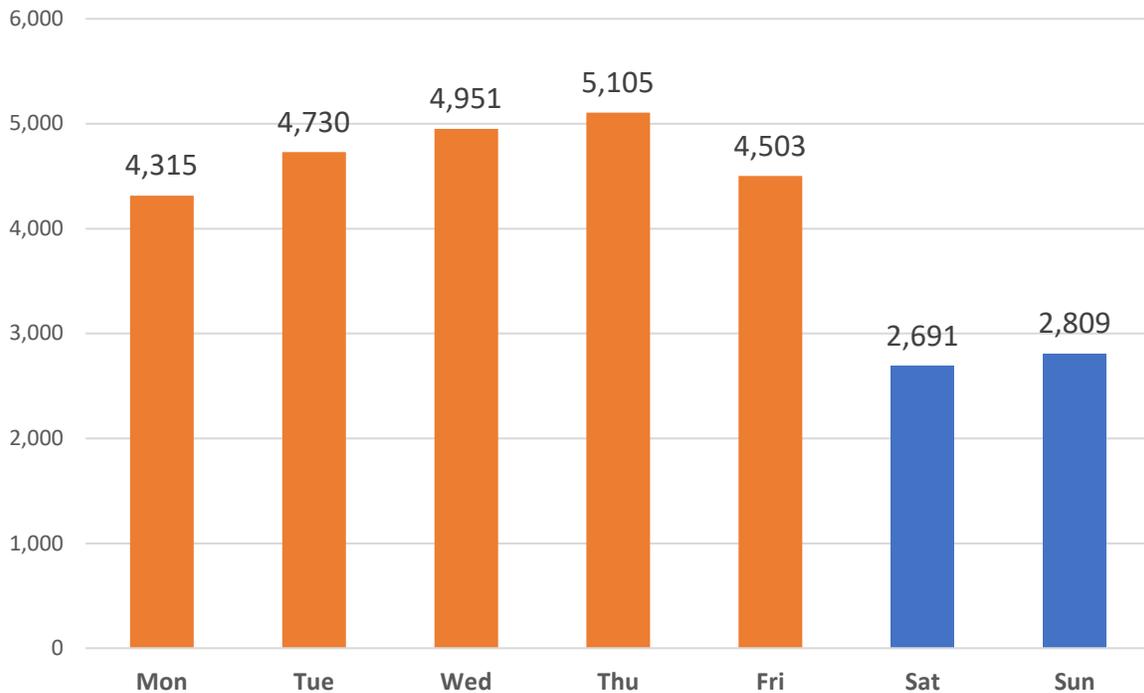
SMART Average Weekday Ridership (FY25 - FY26)



SMART Average Weekend Boardings (FY25 - FY26)



Average Boardings by Day of Week (August 2025)



SMART Connect Program

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

Total August monthly ridership for the SMART Connect program was 2,844 riders, the highest monthly ridership for the program to date.

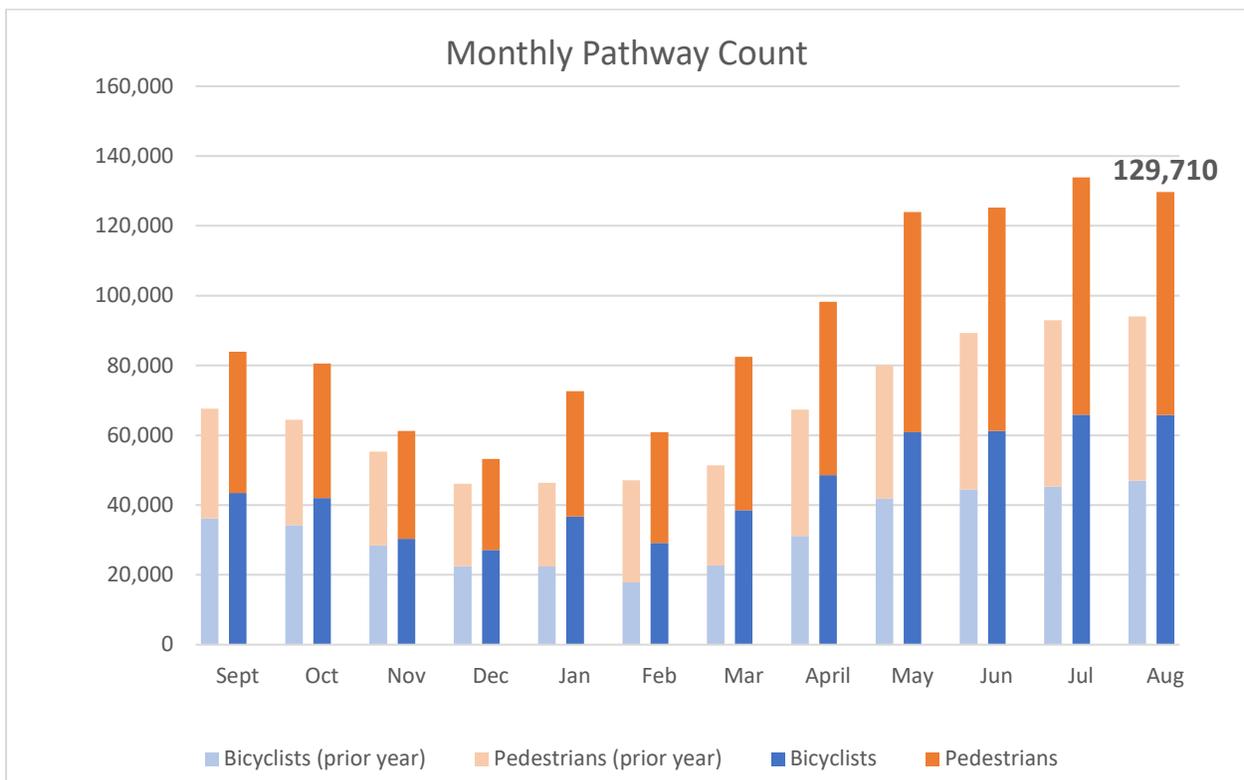
SMART Connect Ridership (FY25-FY26)



SMART Pathway

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

In August 2025, SMART counted 129,710 users on the pathway, an increase of 38% compared to the same month in the prior year. The increased counts are attributed to higher volumes of users on existing pathway segments as well as counts of users on newly opened pathway segments. The counts also include any use of the new segment of the pathway between Rohnert Park and Santa Rosa, Petaluma and Penngrove.





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

September 17, 2025

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

SUBJECT: Approval of Nossaman LLP Contract Amendment No. 8

Dear Board Members:

RECOMMENDATION:

Authorize the General Manager or his designee to execute contract Amendment No. 8 to the Nossaman LLP, Legal Services Contract in order to increase the contract amount by \$400,000.

SUMMARY:

Nossaman LLP has provided SMART with specialized legal services in varying rail transit and government agency matters. Since 2021, Nossaman LLP has assisted SMART on an as needed basis to provide litigation support, and advice on construction issues, regulatory, and railroad right-of way, as well as eminent domain and related proceedings. Staff anticipates the continued need for the firm's specialized expertise and litigation support.

Staff recommends that the District continue to retain the services of Nossaman LLP for supplemental specialized legal support on an as-needed basis. Contract Amendment No. 8 increases the not-to-exceed amount by \$400,000 for a total not to exceed amount of \$2,297,500.

FISCAL IMPACT: The funds are budgeted in the Board Adopted Fiscal Year 2026 budget.

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

Very truly yours,

/s/

Jessica Sutherland,
General Counsel

Attachment(s): Nossaman, LLP Contract Amendment No. 8

**EIGHTH AMENDMENT TO THE LEGAL SERVICES AGREEMENT BETWEEN THE
SONOMA-MARIN AREA RAIL TRANSIT DISTRICT
AND NOSSAMAN LLP**

This Eighth Amendment dated as of September 17, 2025 (the “Eighth Amendment”), to the Legal Services Agreement by and between Nossaman LLP (hereinafter referred to as “ATTORNEYS”) and the Sonoma-Marín Area Rail Transit District (hereinafter referred to as “SMART”), dated as of April 30, 2021 (the “Original Agreement,” as amended and supplemented by the First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment, Sixth Amendment, Seventh Amendment, and now this Eighth Amendment, the “Agreement”).

RECITALS

WHEREAS, ATTORNEYS and SMART previously entered the Original Agreement on April 30, 2021 to provide various legal services regarding litigation, rail transit issues, including railroad right of way, construction projects, eminent domain proceedings and related issues; and

WHEREAS, SMART and ATTORNEYS previously entered into various Amendments to the Agreement between September 21, 2021, and July 16, 2025 to increase the not-to-exceed amount of the Agreement, to extend the term of the Agreement, and to modify Exhibit A Schedule of; and

WHEREAS, SMART desires to amend the Agreement to increase the not-to-exceed amount by \$400,000.00 for a total not-to-exceed amount of \$2,297,500.00 and update Article 20 “Addresses” to modify SMART’s point of contact; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1. **“ARTICLE 4. COMPENSATION”**. Article 4 is hereby deleted and replaced with the following:

“Compensation to Attorneys shall be made on the basis of the attached hourly rate and reimbursable expenses schedules set forth in Exhibit A, attached hereto and incorporated herein. Attorneys shall honor these rates throughout the term of the Agreement. Attorneys shall also be reimbursed for expenses which have been approved in advance by the General Counsel. All reimbursable expenses must comply with SMART’s Travel Guidelines and must receive prior approval. Attorneys’ reimbursement for materials/expenses shall not include items already included in Attorneys’ overhead as may be billed as a part of its labor rates set forth in Section 5 below and **Exhibit A**. SMART does not reimburse Attorneys for travel time. Total compensation under this agreement shall not exceed \$2,297,500.00.”

2. **“ARTICLE 20. ADDRESSES”**. Article 20 is hereby deleted and replaced with the following:

“Except as otherwise provided in the Agreement, and unless changed by written notice to the other parties, the parties’ addresses for purposes of this Agreement.

IF TO SMART:

Jessica Sutherland
General Counsel
5401 Old Redwood Hwy., Suite 200
Petaluma, CA 94954
jsutherland@sonomamarintrain.org
707-285-8253

IF TO NOSSAMAN LLP:

Brad Kuhn
Attorney at Law
18101 Von Karman Avenue, Suite 1800
Irvine, CA 92612
bkuhn@nossaman.com

3. Except to the extent the Agreement is specifically amended or supplemented hereby, the Agreement, together with all supplements, amendments and exhibits thereto is, and shall continue to be, in full force and effect as originally executed, and nothing contained herein shall, or shall be construed to, modify, invalidate, or otherwise affect any provision of the Agreement.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the parties hereto have executed this Eighth Amendment as of the date first set forth above.

**SONOMA-MARIN AREA RAIL TRANSIT
DISTRICT**

Dated: _____

By _____
Eddy Cumins, General Manager

NOSSAMAN LLP

Dated: _____

By _____
Brad Kuhn, Partner

APPROVED AS TO FORM:

Dated: _____

By _____
District Counsel



Chris Coursey, Chair
Sonoma County Board of Supervisors

September 17, 2025

Mary Sackett, Vice Chair
Marin County Board of Supervisors

Sonoma- Marin 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: Approve agreement with the International Brotherhood of Teamsters, Local Union Number 665, and authorize the Board Chair to execute the agreement

Kate Colin
Transportation Authority of Marin

Dear Board Members:

Victoria Fleming
Sonoma County Mayors' and
Councilmembers Association

RECOMMENDATIONS: Authorize the Chair to Execute the three-year Collective Bargaining Agreement between Sonoma-Marin Area Rail Transit (SMART) and the International Brotherhood of Teamsters, Local Union Number 665.

Patty Garbarino
Golden Gate Bridge,
Highway/Transportation District

SUMMARY: This agreement would be the fourth collective bargaining agreement between SMART and the Teamsters Union which represents the District's Track Maintainers I and II (7 Full Time Employees or FTE), Track Laborers (3 FTE) Signal Technicians/Trainee (9 FTE) and Bridge Tenders (4 FTE).

Ariel Kelley
Sonoma County Mayors' and
Councilmembers Association

Eric Lucan
Marin County Board of Supervisors

The agreement retains the District's current policies with modifications as indicated below.

Mark Milberg
Transportation Authority of Marin

The agreed upon terms include:

Barbara Pahre
Golden Gate Bridge,
Highway/Transportation District

Term: September 18, 2025 – September 17, 2028

Gabe Paulson
Marin County Council of Mayors and
Councilmembers

Salaries:

- Wage increases will be effective September 18, 2025, as shown in the table below. This wage represents a four percent (4%) increase above the current hourly rate for the Track Maintainer I and II, Track Laborer and Bridge Tender job classes and a 3.9% increase for the Signal Technician and Signal Technician Trainee job classes.

David Rabbitt
Sonoma County Board of Supervisors

Eddy Cumins
General Manager

Job Class	September 18, 2025- June 30, 2026	Hourly Wage	July 1, 2026 - June 30, 2027	Hourly Wage	July 1, 2027 - September 17, 2028	Hourly Wage
Bridge Tender	4.0%	\$37.26	3.5%	\$38.57	1.5%	\$39.15
Signal Technician	3.9%	\$61.65	3.4%	\$63.75	1.4%	\$64.64
Signal Technician Trainee	3.9%	\$46.24	3.4%	\$47.81	1.4%	\$48.48
Track Laborer	4.0%	\$34.84	3.5%	\$36.06	1.5%	\$36.60
Track Maintainer I	4.0%	\$46.16	3.5%	\$47.77	1.5%	\$48.49
Track Maintainer II	4.0%	\$50.77	3.5%	\$52.55	1.5%	\$53.34

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

- Consistent with current District policy, subsequent wage increases will be effective at the beginning of the next period following the eligibility date.

Shift Differential:

- Signal Technician and Signal Technician Trainee employees will be eligible for a sixty cent (\$0.60) per hour shift differential for shifts starting at 18:00 hours and ending by 0:400 hours.

Hours of Service Pay:

- A Signal Technician employee who is sent home early to get mandatory rest prior to working an unscheduled shift due to FRA Hours of Service regulations will be paid for the remainder of their assigned shift at regular pay. If due to operational needs on a scheduled workday, a Signals employee is not able to work an eight hour shift the following day due to FRA Hours of Service restrictions, that employee will be paid from the start time of their bid shift until completion of the mandatory rest period. After completion of the mandatory rest period, the employee shall report to work to complete their shift.

Vacation Buyback:

- Employees will be allowed to request to “buy back” (cash out) accrued vacation leave up to two times per year for a total buyback of 80 hours leave per year. Current policy allows vacation buyback of up to 80 hours leave one time per year.

Uniforms:

- Employees will receive an annual stipend of \$800 per year for the purchase of uniforms and safety boots. Clothing will meet appearance and safety standards set by the District. Currently uniforms are provided and laundered by the District at an annual cost of approximately \$537 per person per year. Current boot reimbursement is \$250 per year.

BACKGROUND: The Board previously approved Resolution 2022-30 on September 21, 2022, authorizing a three-year collective bargaining agreement, Resolution 2019-11 on August 7, 2019, authorizing a three-year collective bargaining agreement and Resolution 2018-04 on January 17, 2018, authorizing an eighteen-month agreement with this unit. The Teamsters Union also represents District employees in the Track Maintenance Supervisor, Signal Maintenance Supervisor and Facilities Maintenance Supervisor job classes under a separate collective bargaining agreement.

FISCAL IMPACT: This agreement increases the salaries and operations budget by \$87,418 for Fiscal Year 2025/26 and is included in Budget Amendment #3 for the Board’s consideration in Agenda Item 8. Salary increases for Fiscal Years 2027 and 2028 will be included in the budget requests at that time.

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

Sincerely,

/s/
Lisa Hansley
Human Resources Manager

Attachment(s): SMART – Teamsters Collective Bargaining Agreement

MEMORANDUM OF UNDERSTANDING
BETWEEN
INTERNATIONAL BROTHERHOOD OF TEAMSTERS LOCAL NO. 665
AND
SONOMA MARIN AREA RAIL TRANSIT
MAINTENANCE OF WAY TECHNICIANS UNIT

September 18, 2025 – September 17, 2028

TABLE OF CONTENTS

ARTICLE 1	RECOGNITION	4
ARTICLE 2	UNION MEMBERSHIP	4
ARTICLE 3	DUES CHECKOFF	6
ARTICLE 4	NON-DISCRIMINATION.....	7
ARTICLE 5	MANAGEMENT RIGHTS	7
ARTICLE 6	UNION STEWARDS.....	8
ARTICLE 7	BULLETIN BOARDS.....	9
ARTICLE 8	UNION ACCESS TO WORK LOCATIONS.....	9
ARTICLE 9	SENIORITY.....	9
ARTICLE 10	PERFORMANCE EVALUATIONS.....	10
ARTICLE 11	PROBATIONARY PERIOD.....	10
ARTICLE 12	PROMOTIONS, VACANCIES AND TRANSFERS.....	11
ARTICLE 13	TRAINING.....	11
ARTICLE 14	SAFETY	12
ARTICLE 15	GRIEVANCE PROCEDURE	13
ARTICLE 16	DISCIPLINE	17
ARTICLE 17	LEAVES OF ABSENCE.....	19
ARTICLE 18	HEALTH AND LIFE INSURANCE	22
ARTICLE 19	PENSION PLAN.....	23
ARTICLE 20	WAGES.....	23
ARTICLE 21	TEMPORARY PROMOTION	24
ARTICLE 22	UNIFORMS.....	25
ARTICLE 23	TRANSIT VEHICLES.....	27
ARTICLE 24	CIVIC DUTY TIME OFF	28
ARTICLE 25	OVERTIME AND WORK SCHEDULES	28
ARTICLE 26	SHIFT BIDDING AND EXTRA WORK.....	32
ARTICLE 27	FURLOUGH	33

ARTICLE 28	EMPLOYEE ASSISTANCE PROGRAMS.....	34
ARTICLE 29	NO STRIKES, WORK STOPPAGES OR LOCKOUTS.....	35
ARTICLE 30	ACCESS TO NEW HIRE INFORMATION.....	35
ARTICLE 31	TERM OF AGREEMENT	35

ARTICLE 1 RECOGNITION

1.1 The SONOMA MARIN AREA RAIL TRANSIT herein after referred to as (SMART) recognizes the INTERNATIONAL BROTHERHOOD OF TEAMSTERS LOCAL UNION NO. 665 herein after referred to as (UNION) as the formally recognized employee organization for the following job classes:

1.1.1 Maintenance of Way Technicians Unit: Track Maintainers, Track Laborers, Signal Technician Trainees, Signal Technicians, Bridge Tenders

1.2 SCOPE AND DEFINITIONS

1.2.1 This Memorandum of Understanding (MOU) will apply to the work performed by the employees specified herein and governs the rates of pay, hours of service, and working conditions of all such employees engaged in the duties of the job classes specified above in section 1.1.1.

1.2.2 SMART may not contract out work normally performed by an employee in a bargaining unit covered by this MOU without the agreement of the Union.

1.2.3 It is understood that the duties and responsibilities of employees in a bargaining unit covered by this MOU between the UNION and SMART will not be assigned to others except in emergencies and when required by temporary operational needs.

ARTICLE 2 UNION MEMBERSHIP

2.1 Pursuant to Government Code Sections 1150-1157 (SB 866) and Janus v. American Federation of State, County and Municipal Employees, Council 31, et al. 585, 138 S. Ct. 2448 (June 27, 2018) all employees working in positions covered by this agreement have the right to become members of the Union and shall remain members in good standing until such time as they notify the Union they no longer wish to be dues paying members.

2.2 The District will rely on a written certification from the Union requesting that the District deduct from employees' wages an amount equal to the Union's monthly dues or fees authorized by the Union Bylaws. The Union has and will obtain and maintain signed employee authorizations for said wage deductions and will represent to the District that each bargaining unit employee is affirmatively consenting to the dues deductions consistent with federal law. After providing the required certification, the Union will not be required to provide a copy of individual authorizations to the District unless a dispute arises about the existence or terms of the authorization. The Union will, however, each month provide the District with a list of all active Union members and non-members in the bargaining unit.

- 2.3 Based on the certification from the Union described above, the District will deduct, monthly, the amount of Union regular and periodic dues and fees and any special membership assessments as may be specified by the Union under the authority of an authorization card signed by the employee. Dues deduction for employees will only be made upon the written certification from the Union. It is the Union's responsibility to provide timely notice of dues deduction authorizations to the District. The District requires ten (10) working days' notice of dues deduction authorization for an employee prior to the date the first deduction is to take effect
- 2.4 Employees wishing to discontinue membership for reasons other than separation from employment shall give notice to the Union that they wish to discontinue dues deductions. It is the Union's responsibility to provide timely notice of dues deduction revocations to the District. Once notification has been received by the District to stop dues deductions for an employee, the change will be implemented at the beginning of the first pay period following the date that the District received notice.
- 2.5 If the employee authorizes dues payment by payroll deduction, the appropriate sum shall be deducted by SMART and paid to the Union on a monthly basis after collection of dues. The amount of dues deductions are determined by the Union and shall be provided in writing to the District on a quarterly basis at minimum or more frequently if changes in membership occur. The District will continue to honor deduction authorizations as specified by the Union until new authorization lists or revocations are provided by the Union.
- 2.6 If the employee joins the Union but chooses not to authorize payroll deductions, payments of dues shall be received by the Union not later than the following:
- (a) For employees who have been employed by SMART for more than thirty (30) days upon the effective date of this Memorandum of Understanding, an appropriate initiation fee shall be paid to the Union no later than ten (10) days after notification of this provision by the Union. For employees with less than thirty (30) days of employment with SMART upon the effective date of this Memorandum of Understanding, an appropriate initiation fee shall be paid to the Union by the thirtieth (30th) day following the commencement of employment;
 - (b) Thereafter, dues shall be paid to the Union in full on or before the first day of each calendar month; and General assessments (relating to costs associated with negotiating collective bargaining agreements, administering same and adjusting grievances. Pursuant to said collective bargaining agreement(s) with SMART shall be paid to the Union in full on or before the date set by the Union at the time of Assessment, or if no date is set, within ten (10) days of the

call of the assessment by the Union. The Union shall be responsible for promptly notifying Union members of such assessments.

- 2.7 The Union and SMART acknowledge the provisions of §3502.5 of the California Government Code and agree that nothing contained in this section shall act to supersede or waive any of the employee's rights contained herein.
- 2.8 The Union agrees to indemnify and hold harmless SMART for any loss or damage sustained which arises from the operation of this section.
- 2.9 In the event there is a change in the law whereby any provision hereof becomes invalid or if for any reason any provision of this Agreement is rendered unlawful by decision of a court of competent jurisdiction, this Agreement shall be either forthwith deemed amended to comply with the change or decision in question and those provisions not affected by the change in law shall remain in full force and effect. If this occurs, at the election of either party this provision may be reopened for further negotiations.

ARTICLE 3 DUES CHECKOFF

- 3.1 The Union will be granted permission by SMART to have regular dues of its member employees deducted from their paychecks, in accordance with the procedures prescribed by SMART.
- 3.2 Dues deductions shall be for a specified amount and shall be made only upon the voluntary written authorization of the Union member, which authorization meets all of the requirements for the assignment of wages as set forth in §300 of the California Labor Code. Dues deduction authorization may be revoked and the dues check-off payroll discontinued at any time by the Union member upon voluntary written notice to the Union. The Union will inform the District within seven (7) calendar days of the revocation.
- 3.3 The member employee's earnings must be regularly sufficient after legal and required deductions are made, to cover the amounts of the dues check off authorized. In the case of a member employee who is in a non-pay status during any part of the pay period and the salary is not sufficient to cover the whole withholding, no deductions shall be made. In this connection, all other legal and required deductions have priority over Union dues.
- 3.4 Neither the Union nor the member employees shall be charged a service fee for the deduction of regular Union dues as hereinabove provided for.
- 3.5 Dues withheld by SMART shall be transmitted to the officer designated in writing by the Union as the person authorized to receive such funds at the address specified. Funds may

also be transmitted by Automatic Clearing House (ACH) or other accepted electronic banking process

- 3.6 The Union shall indemnify, defend and hold SMART harmless against any claim made and against any suit instituted against SMART on account of check-off of Union dues. In addition, the Union shall refund to SMART any amount paid to it in error upon presentation of supporting evidence.

ARTICLE 4 NON-DISCRIMINATION

- 4.1 SMART is an equal opportunity employer and makes employment decisions on the basis of merit. In accordance with applicable law, the District prohibits discrimination based on race, color, religion, creed, sex, marital status, age, national origin or ancestry, physical or mental disability, medical condition, genetic information, military or veteran status, sexual orientation, gender, gender identity, gender expression, or any other consideration protected by federal, state or local laws. All such discrimination is unlawful. The District's commitment to equal opportunity employment applies to all persons involved in the operations of the District and prohibits unlawful discrimination by any employee of the District, including Supervisors and co-workers.
- 4.2 All references in this Collective Bargaining Agreement that refer specifically to the male or female gender shall be construed to apply equally to the opposite.
- 4.3 The Union agrees it will represent the interests of all employees in the represented job classes equally and fairly, regardless of Union membership status.

ARTICLE 5 MANAGEMENT RIGHTS

- 5.1 The exclusive rights of the District shall include, but not be limited to, the right to determine the organization of District, as well as its purpose and mission; to set standards of service to be offered to the public; and, through its management officials, to exercise control and discretion over its organization and operations; to establish and effect administrative regulations which are consistent with law and the specific provisions of any collective bargaining agreements that may exist; to direct its employees; to take disciplinary action; to lay off its employees; to determine whether District goods and services shall be made, purchased, or contracted for; to determine the methods, means, and personnel by which the District's services are to be provided, purchased, or contracted; to determine qualifications for employment; to

schedule and assign work and overtime; and to otherwise act in the interest of efficient service to the public.

- 5.2 All matters pertaining to the management of operations, such as the type and kind of service rendered to the public, the equipment used, workload, the administration of discipline and efficiency, the standards of hire, promotion and transfer of employees, and their discipline and discharge for cause are within the discretion of SMART. SMART's rules, policies and procedures, as may be amended from time to time, are necessary for efficient operations and infraction of these rules shall constitute cause for disciplinary action, up to and including discharge. Depending on the facts and circumstances involved in each situation, SMART may choose to begin disciplinary action at any step up to and including termination.

ARTICLE 6 UNION STEWARDS

- 6.1 SMART agrees to recognize two (2) stewards: one (1) chief steward (Union Representative on Site) and one (1) alternate to represent employees in the bargaining unit covered by this MOU. The Union must inform SMART, in writing, of an employee's designation as a shop steward or alternate.
- 6.2 The shop steward, as much as possible, shall perform their duties as a shop steward when not scheduled to work. If the shop steward must perform any duties during regularly scheduled work hours, it shall be kept to a minimum and shall not interfere with normal operations. The shop steward must request time off in advance to perform his/her duties during regularly scheduled work hours. Absent an emergency, the request must be in writing and submitted at least forty-eight (48) hours in advance. The release of shop stewards from work to perform their duties will depend on SMART'S operational needs as determined by SMART.
- 6.3 SMART will not compensate the shop steward for performing any duties as a shop steward, except as otherwise provided for in this Memorandum of Understanding. The shop steward shall be allowed time off during their normal working hours to handle grievances or meet with SMART representatives concerning matters affecting employees' working conditions without loss of pay, provided that such meetings shall not exceed one (1) hour unless mutually agreed upon by the parties.
- 6.4 A maximum of two (2) employees shall serve on the Union bargaining team. A maximum of one (1) employee shall be released from work by SMART to attend negotiations between the Union and SMART. However, the employee released by SMART will be paid their regular rate of pay for negotiations held during their regularly scheduled work hours.

ARTICLE 7 BULLETIN BOARDS

- 7.1 SMART agrees to supply and provide suitable space for the Union bulletin board at each work location where bargaining unit members are employed. Postings by the Union on such boards are to be confined to official business of the Union and on the Union's official letterhead. In each location, there shall be a covered bulletin board. Union stewards shall have a key for the Union bulletin boards. SMART shall not remove, tamper with, or alter any notice posted by the Union unless such notice is harmful to SMART. Any such notice removed by SMART shall be re-posted if the Union's position is sustained through the grievance procedure.

ARTICLE 8 UNION ACCESS TO WORK LOCATIONS

- 8.1 Within reasonable circumstances, a Union business representative shall have access to SMART premises at a mutually agreeable time to investigate or adjust grievances, or conduct other necessary Union business. Except for emergency circumstances, requests for access to the Rail Operations Center (ROC) and other SMART Operations facilities will be made 48 hours in advance.

ARTICLE 9 SENIORITY

- 9.1 SMART shall maintain a departmental seniority list for the employees in each bargaining unit covered by this agreement. Departmental seniority means the length of time an employee has been employed by SMART in their respective job class within a bargaining unit covered by this agreement. When more than one (1) employee has the same employment date, the employees' relative positions on the seniority list shall be determined by the last four digits of the Social Security Number. The higher number will have seniority.
- 9.2 An employee's seniority shall be terminated for the following reasons:
- 9.2.1 Resignation or termination of employment;
 - 9.2.2 Layoff for a period of more than twelve (12) months;
 - 9.2.3 Failure to respond within ten (10) days to a notice of recall during layoff or failure to return to work within fourteen (14) days after a recall notice;
 - 9.2.4 Failure to return to work following an approved leave of absence.

ARTICLE 10 PERFORMANCE EVALUATIONS

- 10.1 An annual employee evaluation system shall be used for all probationary and regular employees.

- 10.2 SMART shall determine the use and significance, if any, of job performance evaluations in determinations regarding, but not limited, examinations, promotions, demotions, transfers, dismissals and suspensions.

- 10.3 Employees shall have access to their evaluations on file in Human Resources.

- 10.4 All employees will sign the evaluation indicating their receipt of the evaluation within ten (10) calendar days of receipt. An employee who is dissatisfied with his/her review may prepare and submit a written response within thirty (30) calendar days following receipt of the evaluation. The response will be submitted to the General Manager with a copy to the Human Resources Manager. The response will be placed with the evaluation in the employee's personnel file. The employee has no further means of challenging or appealing a performance evaluation. Performance evaluations are not grievable.

ARTICLE 11 PROBATIONARY PERIOD

- 11.1 The probationary period shall be a trial period during which SMART evaluates the employee's ability, competency, fitness and other qualifications to do the work for which they are employed.

- 11.2 All new employees shall be on probation for twelve (12) months immediately following their date of hire. If an employee is absent from work for good cause during the probationary period, probation may, be extended day for day by SMART to allow the employee to complete the full twelve (12) months. New probationary employees may be disciplined or discharged at the total discretion of SMART and such actions shall not be subject to review under any provision of this Memorandum of Understanding.

- 11.3 Members of the bargaining unit who have completed their initial one-year probationary period and subsequently apply for and are awarded a higher paid position within the Maintenance of Way Technicians bargaining unit, will only be required to serve an additional six-month probationary period in the new job class. This provision will not apply to the position of Signal Technician Trainee. Bargaining unit members who promote to the

job class of Signal Technician Trainee will serve a 12-month probationary period due to training program requirements.

ARTICLE 12 PROMOTIONS, VACANCIES AND TRANSFERS

- 12.1 Employees who are transferred or promoted out of the bargaining unit, and who fail to successfully complete the probationary period of the new position (for a reason that does not disqualify them from employment in any classification), may elect to return to their original position, if a vacancy exists, in their previous classification within the bargaining unit. Employees shall have a maximum of six (6) months during which they can return to their previous position. Employees shall have no right to return to the bargaining unit after six (6) months. An employee who returns to an available position within the six- (6) month period shall retain his/her departmental seniority.
- 12.2 SMART shall notify the Union of all job openings within the bargaining units covered by this Memorandum of Understanding. The Union may refer qualified applicants for such openings. In interviewing and hiring of such job openings, SMART will not discriminate against any applicant referred by the Union. Applicants referred by the Union will participate in the competitive process as would any other applicant.
- 12.3 Applicants who meet the qualifications of the position descriptions will undergo a selection process as determined by SMART. This process may include, but is not limited to, screening of the most qualified applicant for job suitability and skills assessment, such as written, hands on, video or interview.

ARTICLE 13 TRAINING

- 13.1 SMART encourages employees to keep their job-related skills current and to look for opportunities to enhance those skills. The Division Superintendent or designee will meet with each employee in a bargaining unit covered by this agreement once a year through the performance evaluation process to assess individual training and career development needs.
- 13.2 When appropriate, SMART will provide employees the opportunity to attend job-related training, including, but not limited to, conferences and seminars. Voluntary training sessions attended after an employee's work hours are unpaid.

- 13.3 Upon approval by SMART, the employee will be reimbursed for expenses related to attending job-related, pre-approved training as allowed per SMART's travel policy, vehicle use guidelines and applicable state and federal law.
- 13.4 Employees in a bargaining unit covered by this agreement will be required to attend training classes and take examinations connected with their duties as required by Federal, State, Local and Agency regulations. Examinations may be written or oral and include physical examinations, geographical qualification examinations and service examinations as required by state and Federal Railroad Administration regulations.

ARTICLE 14 SAFETY

- 14.1 When an employee is injured at work so as to require that he/she be excused from work by an authorized representative of Management, he/she shall be paid for the balance of the shift (regular pay) on which the injury occurred. Subsequent physician's visits, if necessary, will be charged to sick leave if not scheduled outside of the employee's regular working hours. A copy of the accident report shall be given to the employee. Sick leave pay will not commence until the following day after the injury/illness.
- 14.2 In those cases where an employee receives worker's compensation benefits under the District's plan and is granted sick leave during a disability resulting from an on-the-job injury, DISTRICT shall receive credit against any Workers' Compensation Insurance granted to him, until such leave is exhausted. Payments to the employee will not exceed 100% of regular base pay.
- 14.3 When, after the employee returns to work, there is a bona fide re-injury of the original injury on the job and an authorized representative of Management acting on the recommendation of a doctor excuses the employee from work, he/she shall be paid for the balance of the shift.
- 14.4 The employer and employee are required to comply with Cal-OSHA standards and Federal Railroad Administration Regulations.
- 14.5 Employees instructed to perform work that they believe they cannot perform safely should raise such concern with their supervisor at the time of the assignment of the work. If the employee feels the work is in violation of FRA regulations, they should make a "Good Faith Challenge" by submitting a Good Faith Challenge Form to their supervisor. Employees making a good faith challenge will not be required to perform the work in question until the challenge has been resolved but shall perform other work as directed by their supervisor.

ARTICLE 15 GRIEVANCE PROCEDURE

15.1 A grievance must be in writing and is defined as a complaint that there has been noncompliance with or a misinterpretation or misapplication of this Memorandum of Understanding or a work rule or resolution of SMART. Grievances will be processed in accordance with SMART policy HRM-0011 Grievance Procedure as modified herein.

15.2 SCOPE

15.2.1. Selection appeals, disciplinary action, examination appeals, release from Probationary period, complaints of discrimination, the content of performance evaluations and reviews are not grievable hereunder.

15.2. 2. A grievance may be filed by an employee on his/her own behalf or by the Union.

15.2. 3. If it is asserted that the grievance is outside of the scope of procedures or definitions contained herein, such assertion will be evaluated and ruled upon at each step. Such claim will not halt the further processing of the grievance until Step 4 of the resolution process is reached, as defined below. At Step 4, the General Manager will evaluate the assertion and make a ruling prior to hearing the grievance on its merits. If the General Manager rules that the matter is not grievable hereunder, the grievance will be dismissed and cannot be processed further.

15.2.4 Disputes concerning the applicability of the Grievance Procedure that persist beyond step 4 may be submitted to step 5, Arbitration, for determination. The Arbitrator will decide the grievability of the issue before taking evidence concerning the merits of the dismissed grievance. If the Arbitrator decides that the dispute is Grievable, the matter will be referred back to Step 4 for consideration of the merits.

15.2.5 For the purposes of this grievance procedure, “Working Days” shall be defined as those in a normal, five-day work week, Monday through Friday.

15.3 GRIEVANCE TIME LIMITS

15.3.1. Time limits specified in each step of the procedure shall be strictly observed and may only be extended by mutual agreement of the parties in writing.

15.3.2. Failure of a grievant to observe a time limit shall terminate the grievance. Failure of the party to whom the grievance is submitted to observe the time limits shall give the Union the right to move the grievance to the next level.

15.4 PROCEDURE

15.4.1. The District recognizes that disputes should be resolved at the lowest possible administrative level. The grievance procedure shall be followed in its entirety before further actions are taken to seek resolution to the dispute. When the grievance is filed by a bargaining unit employee, the grievant may be represented by the Union or a Union Steward throughout the grievance process.

15.5 INFORMAL GRIEVANCE - STEP 1

15.5.1. The employee will discuss the grievance with his/her immediate supervisor within ten (10) working days of the event giving rise to the grievance, or within ten (10) working days of when the employee knew of or could have reasonably discovered such action or occurrence. The supervisor shall give his/her decision to the employee within ten (10) working days following the discussion.

15.5.2. Presentation of an informal grievance will be a prerequisite to the institution of a formal grievance.

15.6 FORMAL GRIEVANCE

15.6.1. STEP 2 - Grievance Form: Within fifteen (15) working days, if the grievant is not satisfied with the informal response, or he/she has not received a response from the supervisor within the ten (10) working day limit specified above, the employee or the Union may initiate a formal grievance. A formal grievance shall be initiated by completing and filing a Grievance Form with the Human Resources Department with a copy to the supervisor and the Union. The form must contain:

- i. Name(s) of grievant;
- ii. Position title(s);
- iii. Department(s);
- iv. Mailing Address(es);
- v. A clear statement of the nature of the grievance, citing applicable rule, regulation, policy or contract language;
- vi. The date upon which the event giving rise to the alleged grievance occurred;
- vii. The date upon which the informal discussion with the supervisor took place;
- viii. A proposed solution to the grievance;

ix. The date of execution of the Grievance Form

15.6.2. Resolution Process: After filing the Grievance Form with Human Resources, the process for resolving the grievance is as follows:

- i. STEP 3: Within twenty (20) working days after a formal grievance is filed, the Department Manager will investigate the grievance, confer with the Union in an attempt to resolve the grievance and make a decision in writing.
- ii. STEP 4: If the grievance is not resolved in Step 3 to the satisfaction of the Union, within ten (10) working days of receipt of the Department Manager's decision, the Union may request consideration of the grievance by the General Manager, by notifying the Human Resources Department in writing.
 - 1) Within twenty (20) working days after such notification, the General Manager will investigate the grievance, conferring with person(s) affected to the extent he or she deems necessary, and will render a decision in writing.
 - 2) If the written decision of the General Manager resolves the grievance to the satisfaction of the Union, it will bind the Parties.
 - 3) If the Union is not satisfied with the decision of the General Manager or has not received a response within the time limits specified in Step 4, the Union may proceed to Step 5.
- iii. STEP 5 Arbitration: Should the matter remain unresolved in Step 4 above, a final consideration of the grievance to Step 5, arbitration, may be filed in writing with the Human Resources Department not more than fifteen (15) working days from receipt of the General Manager's decision.
 - 1) The grievance will be determined by an arbitrator, provided that the District and the grievant agree on the issues to be arbitrated.
 - 2) As soon as possible, but no later than twenty (20) working days, after receipt of the Step 4 request for arbitration, the District and the Union shall select an arbitrator. If the parties are unable to agree upon an arbitrator, they shall request a list of five (5) names from the State Conciliation and Mediation Services and shall strike names until an arbitrator is selected.
 - 3) Both parties will endeavor to submit the grievance to the arbitrator within twenty (20) working days after selection.
 - 4) The Arbitrator(s) will neither add to, detract from, nor modify or ignore the existing language of any District rules, policies or

regulations in considering any issue properly before them. If the arbitrator sustains the grievance, he/she shall fashion an appropriate remedy that does not conflict with any provisions contained in any District rule, policy or regulation.

- 5) The Arbitrator(s) will expressly confine themselves to the precise issues being raised by the grievance and submitted to them and will have no authority to consider any other issue not so submitted.
- 6) Any monetary award in favor of the grievant is limited to lost wages or benefits suffered measured from the date of the grievance forward. In no event will the Arbitrator(s) award any other type of monetary award, including, but not limited to, attorney's fees.
- 7) The decision will be final and binding on all parties.

15.6.3 General Considerations

- i. The Human Resources Department will act as the central repository for all grievance records.
- ii. All expenses of arbitration will be shared equally by the District and the Union.
- iii. Failure on the part of the District or the grievant to appear in any case before an arbitrator, without good cause, will result in forfeiture of the case and responsibility for payment of all costs of arbitration.
- iv. The grievant's or Union designee's signature is required at each step of the grievance procedure.
- v. A copy of the grievance will be provided to the General Manager at each step of the grievance process.
- vi. There will be no amendments of a grievance without the approval of both parties in writing.
- vii. Mediation may be used by both parties to assist them in resolving grievances. The decision to utilize mediation will be voluntary. Mediation may be held at any step prior to submission of the final appeal under Step 5 of the grievance procedure.

ARTICLE 16 DISCIPLINE

16.1 SMART has the right to discipline or discharge regular employees for just cause. SMART employs a progressive disciplinary program, which program may include, but is not limited to, written warning, suspension, and discharge. Disciplinary action may begin at any step in the program depending upon the seriousness of the infraction.

The District will notify the employee and the Union in writing of the commencement of a disciplinary investigation, other than counseling, verbal warning or written warning, within ten (10) working days of the District's knowledge that the employee may have engaged in misconduct. The District will notify the employee and the union by email or in-person delivery to arrange an investigatory interview with the employee and his/her Union Representative/Shop Steward, if requested. Per Article 15.2.1, written warnings will not be subject to the grievance procedure. A copy of the written warning will be transmitted to the Union within ten (10) working days of issuance.

16.1.1 The parties agree that disciplinary records will be excluded for purposes of citation or consideration in future progressive disciplinary action when an employee maintains a discipline-free service record (except warning, counseling and reprimand) or a period of time as follows:

Discipline	Discipline Free Record
Warning, Letter of counseling or reprimand	12 months
Suspension of 5 days or less or equivalent discipline.	24 months
Suspension of over 5 days or equivalent discipline.	36 months

16.1.2 Discipline involving the District's Drug and Alcohol Policy, an FRA mandated suspension or loss of Part 246 Certification, which is consistent with the terms set forth in 49 CFR 246 303-305 or any other disciplinary record which SMART is required to preserve under federal or state laws; are not subject to the provisions of this rule.

16.2 The causes for which an employee may be disciplined or discharged shall include, but not be limited to, the following:

16.2.1 Dishonesty

16.2.2 Insubordination

- 16.2.3 Intoxication or use of alcoholic beverages or illegal drugs while on duty or on SMART property.
- 16.2.4 Sexual harassment or other harassment of fellow employees.
- 16.2.5 Violation of SMART rules or policies.
- 16.2.6 Violation or non-compliance with federal and state operating rules and regulations, including Federal Railroad Administration rules and regulations.
- 16.2.7 Violence and/or threats of violence in the workplace.
- 16.3 SMART will inform regular employees in writing as to the reasons for a discharge or suspension.
- 16.4 Regular employees (those who have completed the Probation Period) claiming that they were unjustly disciplined or discharged may challenge the discipline or discharge through the Discipline policy and procedures set forth in SMART's Discipline Policy, HRM-0018. HRM-0018 and any modifications thereto are incorporated into this Agreement and are binding on all parties. The Regular employee may be represented by the Union throughout the disciplinary process. Except as provided in paragraph 16.5, no employee in a bargaining unit covered by this agreement will be disciplined, suspended or dismissed from the service until a fair and impartial formal investigation has been conducted by an authorized Department Manager.
- 16.5 Except when a serious act or occurrence is involved, or as required by Federal Railroad Administration regulations, an employee in a bargaining unit covered by this agreement will not be held out of service in disciplinary matters before a formal investigation is conducted. A serious act or occurrence is defined in section 16.2 above.
 - 16.5.1 If an employee in a bargaining unit covered by this agreement is held out of service before a formal investigation, the District may elect to put the employee on Administrative Leave of Absence with pay during the disciplinary process. Holding an employee out of service before a formal investigation or paying the employee for being out of service for less than a serious act or occurrence is not prejudging the employee.
- 16.6 The General Manager's or designee's decision shall only be appealed by the employee or by the Union on the employee's behalf to an Arbitrator selected by the Parties.
 - 16.6.1 The request for arbitration may be filed in writing with the Human Resources Department not more than fifteen (15) working days from receipt of the General Manager's decision, or the right to appeal the decision is forfeited.

- 16.6.2 The decision will be resolved by an arbitrator, provided that the District and the Union agree on the issues to be arbitrated.
- 16.6.3 As soon as possible, but no later than twenty (20) working days, after receipt of the request for arbitration, the District and the Union shall select an arbitrator. If the parties are unable to agree upon an arbitrator, they shall request a list of five (5) names from the State Conciliation and Mediation Services and shall strike names until an arbitrator is selected.
- 16.6.4 Both parties will endeavor to submit the appeal to the arbitrator within twenty (20) working days after selection.
- 16.6.5 The decision of the arbitrator will be final and binding on all parties.
- 16.6.6 The Arbitrator(s) will neither add to, detract from nor modify or ignore the existing language of any District rules, policies or regulations in considering any issue properly before them. If the arbitrator sustains the decision, he/she shall fashion an appropriate remedy that does not conflict with any provisions contained in any District rule, policy or regulation.
- 16.6.7 The Arbitrator(s) will expressly confine themselves to the precise issues being raised by the appeal and submitted to them, and will have no authority to consider any other issue not so submitted.
- 16.6.8 Any monetary award in favor of the employee is limited to lost wages and benefits suffered measured from the date of the imposed discipline forward. In no event will the Arbitrator(s) award any other type of monetary award, including, but not limited to, attorney's fees.
- 16.6.9 All expenses of arbitration will be shared equally by the District and the employee.
- 16.6.10 Failure on the part of the District or the employee to appear in any matter before an arbitrator, without good cause, will result in forfeiture of the matter and responsibility for payment of all costs of arbitration.
- 16.6.11 Mediation may be used by both parties to assist them in resolving the disciplinary matter. The decision to utilize mediation will be voluntary. Mediation may be held at any step prior to submission of the final appeal to arbitration.

ARTICLE 17 LEAVES OF ABSENCE

- 17.1 All leave time, including Holiday, Sick and Vacation leave will be processed in accordance with District policy HRM-0022. Leaves, except as modified herein. From time to time it may be necessary to modify District leave policy as required by Local, State or Federal law. Should the District be required by law to modify a leave policy, the District will notify

the UNION in writing of the required change. Any other proposed changes not required by law will be subject to the provisions of the Meyers-Milias Brown Act.

17.2. HOLIDAYS

17.2.1. The DISTRICT observes various District designated holidays each year. Regular full-time and part-time employees are eligible for paid District designated holidays. To be eligible for Holiday pay, employees must work or be on a pre-approved paid absence on the employee's regularly scheduled work days the day before and the day after the holiday.

17.2.2 Paid holidays are as follows:

1. New Year's Day - January 1st
2. Martin Luther King, Jr.'s Birthday, third Monday in January.
3. President's Day, the third Monday in February
4. Memorial Day, the last Monday in May.
5. Independence Day, July 4th.
6. Labor Day, the first Monday in September.
7. Veteran's Day, November 11th.
8. Thanksgiving Day
9. The day following Thanksgiving Day
10. Christmas Day, December 25th.
11. Two (2) Floating Holidays
12. Each day appointed by the Governor of the State of California and formally recognized by the Board of Directors as a day of mourning or other special observance.

17.2.3 Floating Holidays. Effective January 1, 2018, two eight (8) hour days per year will be deemed as floating holidays, which may be taken at any time during the calendar year in which it is accrued provided a written request is made in advance and the supervisor approves such request in writing. Floating holiday pay will be pro-rated for part-time employees. Employees eligible for floating holidays are regular, Probationary, and at-will. Temporary and contracted employees are not eligible for floating holiday pay. Floating holiday pay must be taken in increments of eight (8) hours. Floating holiday hours must be used in the year that they are accrued and will not carry over from one calendar year to the next. If an eligible employee does not use their floating holiday hours during the calendar year, one eight (8) hour day may be paid out at the straight time rate following the end of the calendar year. Floating holiday hours are not eligible to be paid out upon separation of employment from the District. New hires hired prior to June 1st of each year will receive two floating holidays. New hires hired between June 1st and August 31st of each year will receive one (1) floating holiday. New hires on or after September 1st will not receive the floating holidays for that year. Supervisor approval is needed prior to scheduling a floating holiday.

17.2.3.1 SMART will respond within one week (seven calendar days) to any floating holiday request made six weeks in advance.

17.3. VACATION ACCRUAL AND PAY

- 17.3.1 All regular full-time employees are eligible to accrue vacation leave based on hours worked on a maximum forty (40) hour workweek. Part-time employees who work a minimum of 20 hours per week shall accrue vacation on a pro-rata basis. Usage and accrual shall be governed by the same rules and regulations applicable to full time employees. Vacation accrual schedules can be found in District policy HRM-0022 – Leaves.
- 17.3.2 Vacation Buyback. Each represented employee may request up to two times per calendar year to receive payment for up to eighty (80) hours of accrued vacation hours, provided that there is a minimum remaining balance of eighty (80) hours following payment. The maximum allowable vacation buyback per calendar year will be eighty (80) hours total. Such requests may be made bi-weekly during any pay period.
- 17.3.3 Vacation Bid - Employees shall bid for vacation leave once every 12 months. The bid period shall run from July 1 – 15th for the following calendar year according to seniority order in each respective job class. Employees will be given confirmation for bids submitted by July 31st.
- 17.3.3.1 Employees will select time off in one-week increments (40 hours), up to a maximum of two weeks (80 hours) consecutive time off. If the employee choice is in one-week increments, then they will be awarded their first and second choice.
- 17.3.3.2 No more than one employee at a time will be allowed time off for scheduled vacation in each job classification per on duty location (Fulton, Roblar, Haystack).
- 17.3.4 Additional Vacation Time – To allow for flexibility throughout the year, after the annual bid process been has completed, employees may request additional vacation or compensatory time off as needed. All such requests must be scheduled in advance and receive Supervisor approval. The District reserves the right to deny additional time off requests due to Operational needs.

17.4. SICK LEAVE ACCRUAL AND PAY

- 17.4.1 Regular full-time and part-time employees are eligible to receive sick pay. Each DISTRICT full-time employee will accrue up to 12 sick days (96 hours) per year, with no limit on accumulation. Regular part-time employees who work at least 20 hours per week are eligible to accrue paid sick leave on a pro-rata basis. In accordance with AB 1522, Article 1.5. Section 246 (b)(1), the minimum sick leave accrual rate for regular part-time employees who work at least 20 hours per week will be one hour per every 30 hours worked. Usage and accrual of said benefits

shall be governed by the same rules and regulations applicable to full-time employees. Use of sick leave will be consistent with District policy HRM-0022 Leaves, Section 3, Sick Time Accrual and Pay.

17.5. MEDICAL AND OTHER LEGALLY REQUIRED LEAVES OF ABSENCE

- 17.5.1 Leaves of Absence are periods of time in which an employee is permitted to be away from work without being terminated or considered to have voluntarily resigned. Completion of the Probationary Period is required, except where state or federal laws require otherwise. Examples of circumstances where a leave of absence is appropriate are work-related disabilities, military duty and medical disabilities, (including pregnancy). In instances where the leave occurs during the Probationary Period, the Probationary period is extended by the time an employee is out on a leave. Leaves are generally unpaid time off, unless the employee is eligible for and has accrued time under the sick or vacation plans.
- 17.5.2 The General Manager or designee, on a case-by-case basis, may grant a leave of absence (LOA), depending on the nature of the leave and the business needs at that time. It is the employee's responsibility to maintain contact by phone or in writing, with their supervisor and/or the Human Resources Department while he/she is on a LOA. The employee must provide documentation supporting the need for the leave (e.g., physician's visit certification) and keep it up-to-date. Any holidays that occur while an employee is on a LOA are not paid unless the use of accrued sick, compensatory and/or vacation time on the day prior to and after the District holiday is used. Vacation and sick time does not accrue during a leave if an employee is in unpaid leave status.
- 17.5.3 All legally required leaves will be administered according to SMART policy HRM-0022 – Leaves. SMART reserves the right to update this policy as required to comply with changes in State, Federal or local laws.

ARTICLE 18 HEALTH AND LIFE INSURANCE

- 18.1 SMART provides each employee with a comprehensive group insurance plan as outlined in District Policy HRM-0019 Employee Benefits.
- 18.2 New employees who work a minimum of 20 hours per week are eligible to participate in District health and welfare benefits on the first day of the month following their date of hire. Employer contributions toward benefit premiums for part-time employees will be pro-rated.
- 18.3 At appropriate normal open enrollment periods or other enrollment periods as arranged by the District for initial enrollment, the District's group insurance plans shall be made available to employees covered by this Agreement.

18.4 Coordination of Benefits. If an employee and their spouse or other qualified dependent both work for the District, benefits received under group policies will be coordinated with any other Employer-provided benefits an employee or dependent may have. This means an employee and their dependent(s) may not receive double coverage under any plan offered by the District.

ARTICLE 19 PENSION PLAN

19.1 CalPERS Retirement Plan

19.1.1 SMART and each employee, who is scheduled to work twenty (20) hours per week or who actually works one thousand (1,000) hours or more in a fiscal year, shall continue to contribute to the Public Employees' Retirement System in accordance with the applicable rules and regulations.

19.1.2 Employees hired after January 1, 2013 shall be covered by the terms of 2%@Age 62 retirement plan.

19.2 457 B Deferred Compensation

19.2.1 The DISTRICT has available to all employees a 457 b Deferred Compensation Plan. This plan allows employees to make voluntary contributions, on a pre-tax basis, for their own retirement savings. For employees hired after June 1, 2012, the DISTRICT will match employee voluntary contributions up to a maximum of 2% of annual base salary.

ARTICLE 20 WAGES

Wages for this Unit of employees will be as shown below:

Job Class	September 18, 2025- June 30, 2026	Hourly Wage	July 1, 2026 - June 30, 2027	Hourly Wage	July 1, 2027 - September 17, 2028	Hourly Wage
Bridge Tender	4.0%	\$37.26	3.5%	\$38.57	1.5%	\$39.15
Signal Technician	3.9%	\$61.65	3.4%	\$63.75	1.4%	\$64.64
Signal Technician Trainee	3.9%	\$46.24	3.4%	\$47.81	1.4%	\$48.48
Track Laborer	4.0%	\$34.84	3.5%	\$36.06	1.5%	\$36.60
Track Maintainer I	4.0%	\$46.16	3.5%	\$47.77	1.5%	\$48.49
Track Maintainer II	4.0%	\$50.77	3.5%	\$52.55	1.5%	\$53.34

20.1 Wage increases for the current fiscal year will be effective September 18, 2025, based upon a ratification date of September 10, 2025. Subsequent wage increases will be effective at the beginning of the next pay period following the eligibility date.

20.2 Training Pay

- 20.2.1 Training Pay – New Hires - Fully qualified Signal Technicians may also be tasked with training newly hired Signal Technicians on SMART’s vital signal system. Signal employees who are tasked with training a new hire Signal Technician by a Manager or Supervisor shall receive a flat rate of \$20 per workday for each workday that they are training on the vital signal system. Only one employee will be assigned per new hire each day. SMART management will select employee trainers at its discretion.
- 20.2.2 Training Pay Signal Trainees – The District’s training program may require fully qualified Signal Technician staff to train Signal Technician Trainees. Signal employees who are tasked with training a Signal Trainee by a Manager or Supervisor shall receive a flat rate of \$20 per workday for each workday that they are training. Only one employee will be assigned per Trainee each day. SMART management will select employee trainers at its discretion.
- 20.3 Shift Differential – Employees in the Signal Technician classification will receive a shift differential of the cash amount of sixty cents (\$0.60) per hour for any shift beginning at 1800 hours and ending by 0400 hours. Shift differential will be paid on actual hours worked only. Paid leave hours do not qualify for shift differential and will be paid at the base hourly rate. Shift differential will not apply to bid overtime shifts.

ARTICLE 21 TEMPORARY PROMOTION

- 21.1 When an incumbent in a position is on an extended leave or a position becomes vacant, the General Manager may choose to fill a position by temporarily promoting an existing SMART employee. In order to be considered for temporary promotion, the candidate must meet the minimum qualifications of the higher job class. Only such vacancies expected to last for thirty (30) days or longer may be filled by temporary promotion.
- 21.2 When a regular employee is temporarily assigned to substantially fulfill the duties of a higher position for thirty (30) or more working days, the employee will be temporarily promoted, in writing, and given a temporary merit increase of *up to* 5% above the employee's current pay level in his/her regular position.
- 21.3 A single assignment performed in a higher classification does not qualify an employee for temporary promotion pay consideration. Further, when the work associated with a vacant position is redistributed to several employees, rather than given to one individual on an interim basis, no single individual will be deemed to be working in a higher class and eligible for temporary promotion.
- 21.4 When an employee is promoted to a position in which he or she has, immediately preceding the appointment, served in a temporary promotion capacity, the employee will be given time credit for the acting service. Credit shall begin on the effective date of the temporary

appointment and will count toward the completion of the Probationary period in the new position.

- 21.5 When the incumbent of the higher-level class returns to work or is replaced on a permanent basis by another individual from an employment list, the individual promoted on a temporary basis will be returned to his/her former job class and rate of pay.

ARTICLE 22 UNIFORMS

- 22.1 Employees in the Track and Signals classifications will receive a uniform stipend of eight hundred dollars (\$800) per year towards the purchase of uniform pants, shirts and safety boots. This stipend will be paid via regular payroll on the first full pay period following ratification and at the beginning of the new fiscal year thereafter during the term of the agreement. Newly hired employees will receive a pro-rated stipend on the first pay date following hire. Uniforms and safety boots may be purchased from any source as long as they meet the safety and appearance standards of the District. No members who receive a stipend for uniforms or boots will be asked to submit receipts for those items. Uniforms are only to be worn at work or while going to and from the work site. SMART will continue to provide all other PPE (hard hats, safety vests, non-prescription safety glasses) and rain gear.
- 22.2 Uniforms should be clean, pressed, and in good repair and with attention to appropriate personal grooming and hygiene. Visible tattoos will be covered on employees whose jobs require them to interact directly with the public
- 22.3 All employees will wear a SMART provided identification card on the outer most clothing item at all times during working hours.
- 22.4 Employees may be required to wear safety equipment or clothing at certain times while performing specific job functions.
- 22.5 Safety Shoes/Boots: During the term of this agreement, employees in the classification of Bridge Tender, whose job duties require the use of safety shoes/boots shall have the option once each fiscal year to submit a request for reimbursement for up to two hundred fifty dollars (\$250) toward the purchase of safety shoes or boots.
- 22.6 Prescription Safety Glasses: Specific positions whose job duties require the use of safety glasses shall be provided with the required protective equipment. During the term of this agreement, employees who wear prescription lenses have the option once each fiscal year to submit a request for reimbursement for up to two hundred fifty dollars (\$250) toward the purchase of prescription safety glasses.

22.7 Uniform Guidelines

22.7.1 ANSI Class 2 Work Shirts

- Employees are required to wear ANSI Class 2 or higher compliant high-visibility orange work shirts at all times during their shift, unless otherwise directed.
- Shirts must be maintained in good condition, free of rips, heavy fading, or damaged reflective striping.
- All clothing must be **presentable**, clean, and free of damage that compromises safety or professionalism. Any reflective elements must remain **highly visible** and not faded or peeling.
- Uniform compliance may be subject to periodic auditing as necessary MOW management or operations.

Acceptable:

- Short- or long-sleeve hi-vis solid orange shirts meeting ANSI Class 2, High visibility rated standards.
- Shirts with reflective striping around the torso, shoulders, and sleeves as required.
- Performance and moisture-wicking fabrics are acceptable if ANSI certified.
- 2” Reflective striping in all ANSI standard locations.

22.7.2 Work Pants

- Employees must wear durable navy blue or dark blue long pants made of work-appropriate industrial material.
- Pants must be presentable, intact, and suitable for physical labor.

Acceptable:

- Navy/dark blue cargo, utility, or work pants made of canvas, ripstop, or equivalent heavy-duty fabric.
- Pants must allow safe movement and not pose tripping hazards.
- Acceptable pants must be intended for industrial or fieldwork use and free of excessive wear, rips, tears, or holes.

Unacceptable:

- Jeans, regardless of color.
- Casual or fashion-style jeans (e.g., “going-out jeans” or overly tight, ripped, faded, or embellished styles) are not permitted.
- Sweatpants, joggers, shorts, or athletic wear.

22.7.3 Winter Apparel:

- During colder months, employees may wear ANSI Class 2 or higher rated orange jackets or outerwear that meets the same safety visibility standards.
- Any winter apparel worn that covers the standard work attire shall be plain with no company logo other than SMART if chosen, and black or navy blue in color. A standard ANSI class 2 safety vest provided by SMART shall be worn over a jacket that does not meet ANSI standards.

22.7.4 Responsibility and Compliance

- Employees are responsible for obtaining and maintaining gear that complies with these guidelines.
- Non-compliant gear may be subject to correction or audit through management review.

22.7.5 Enforcement

- Employees not in compliance with these guidelines may be subject to coaching and corrective action.
- Supervisors or Management may review and determine if gear is unsafe or non-compliant.
- Non-compliant gear must be replaced within two weeks of notification by District.

22.7.6. Applicability by Classification

- These guidelines apply to the following job classifications within this MOU:
 - Signals and Track: Required to meet visibility standards due to roadside and right-of-way exposure.
 - Must maintain ANSI-compliant gear for protection during field and on-track activities.

ARTICLE 23 TRANSIT VEHICLES

- 23.1 SMART will provide pool vehicles that will be available for use by employees as needed for the performance of their job functions.
- 23.2 Employees will be responsible for keeping the vehicles reasonably clean and inspected, per the District's Vehicle Use Guidelines but in no case are they responsible for normal wear and tear.
- 23.3 All vehicles will be equipped with an emergency kit.
- 23.4 It is each employee's responsibility to inform SMART if any emergency items are missing.

ARTICLE 24 CIVIC DUTY TIME OFF

- 24.1 SMART encourages employees to serve as jurors or witnesses when called. Full-time and part-time regular employees will receive full pay while serving on jury or witness duty. An employee must notify his/her Supervisor of the need for time off for jury or witness duty as soon as a notice or summons from the court or a subpoena is received. Proof of attendance shall be required when the employee returns to work.
- 24.2 An employee may retain such payment as may be allowed for travel but shall make payable to SMART any and all fees which the employee may receive in payment for service as a juror. Employees are required to provide written verification of having served from the court clerk. If work time remains after any day of jury or witness duty, the employee will be expected to return to work for the remainder of their work schedule.
- 24.3 For positions covered under the FRA Hours of Service law, the employee will not be required to perform any work during the 24 hour period in which the jury duty is served. If the employee is not required to report for jury duty on a given day during the summons week, they will be expected to report for their regularly scheduled shift.

ARTICLE 25 OVERTIME AND WORK SCHEDULES

25.1 OVERTIME

- 25.1.1 Overtime compensation for non-exempt employees will be paid at the rate of one and one-half (1 ½) times the regular rate for all hours worked in excess of eight hours worked in a day or forty (40) hours worked in a workweek.
- 25.1.2 Hours spent attending Jury Duty, compensatory time off, sick leave, holiday and vacation leave do not count toward the number of hours needed before an employee is eligible for overtime compensation.
- 25.1.3 Any non-exempt employee in a bargaining unit covered by this agreement who works six (6) consecutive days in a workweek will be paid for work on the seventh (7th) consecutive day at the overtime rate of one and one-half times the regular rate of pay for the first eight hours worked and double the employee's regular rate for all hours worked in excess of eight (8) hours. Work week is defined as Monday through Sunday.
- 25.1.4 SMART will provide 48 hours' notice for non-emergency overtime work. If SMART fails to provide such notice more than three (3) times over the course of a calendar month, the employee will be paid one hour of pay at the employee's then hourly rate of pay at the end of that month.

25.2 COMPENSATORY TIME

- 25.2.1 Non-exempt employees may elect compensatory time off for any overtime work performed. Compensatory time off is earned at time and one half. Employees may accumulate a maximum of eighty (80) hours of compensatory time off. Once the maximum number of hours has been accrued, the employee shall receive overtime pay as described in Paragraph 25.1. Employees may not elect additional compensatory time off in lieu of overtime until they fall below the maximum eighty (80) hour accumulation.
- 25.2.2 No employee shall take compensatory time off without the prior approval of the employee's supervisor.
- 25.2.3 Each employee who is separated from District service shall be entitled to payment for accrued compensatory time at the employee's base hourly rate of pay at the time of the employee's separation or as otherwise required by law.

25.3 All employees must submit a timesheet indicating hours worked.

25.4 MEAL AND REST PERIODS

- 25.4.1 Two (2) paid breaks are to be allowed during the regular shift, each of which shall be no more than ten (10) minutes. One off duty thirty (30) minutes meal period shall be allowed and shall be unpaid time. Before commencing their 30-minute meal period, Signal Technicians must contact Dispatch and the supervisor on duty to inform them that they are taking their meal period. Once they have communicated their meal period to Dispatch and the supervisor on duty, the Signal Technician should clock out. Signal technicians are not required to answer their District cellphones during their 30-minute meal period. Employees in the job class of Bridge Tender, due to the nature of the work, may not be able to have a regularly scheduled meal period, thus one on duty thirty (30) minutes meal period shall be allowed and shall be paid time. If an unpaid meal period is interrupted due to operational concerns by more than 15 minutes, a new thirty-minute meal period will begin as soon as possible.

25.5 STANDBY PAY

- 25.5.1 An employee on standby status will be paid the equivalent of four (4) hours pay at the employee's straight time rate for each twenty-four (24) hour period the employee is on standby status, or for a period from the end of the employee's work shift and the beginning of the employee's next shift, if the standby assignment is less than 24 hours. Standby pay does not count toward the calculation of overtime. Standby pay will be offset by any actual hours worked if called out to work. While on standby, the employee must be fit for duty.

- 25.5.2 Any employee who is on standby until the next shift or for a twenty-four (24) hour period and is called out for work shall be paid at the applicable rate of pay for all actual hours worked. Overtime rates will apply to all hours actually worked in excess of eight (8) hours per day or forty (40) hours per week.
- 25.5.3 Employees who have not been assigned to standby status pursuant to section 25.5.1 will not be required to answer the phone on uncontrolled time. No discipline shall be issued to any employee who was not assigned to standby duty and refused work during unscheduled periods, with the exception of emergencies or disasters per Government Code Section 3100-3109, (Disaster Service Workers).
- 25.5.4 Standby shifts will be bid monthly and assigned according to the principals of seniority. Signal Maintenance Supervisor staff will oversee the standby bid process.

25.6 STANDARD WORK WEEK AND SCHEDULE CHANGES

- 25.6.1 With the exception of “Floater” positions, the regular work week for a full-time employee shall consist of five (5) consecutive days of eight (8) hours of work unless otherwise specified per an alternative work schedule agreement. Per District policy, the workweek starts at 12:01 am Monday and ends at Midnight the following Sunday. Alternative work schedules, (i.e. 4/10) may be discussed and implemented at the discretion of the District if required by operational need. Employees working an alternative work schedule will not be eligible for overtime until the employee has worked more than ten (10) hours in a day or forty hours in a work week. Subsequent cessation of an alternative work schedule is not subject to the grievance procedure.
 - 25.6.1.1 SMART will provide 48 hours’ notice for non-emergency shift changes. If SMART fails to provide such notice more than three (3) times over the course of a calendar month, the employee will be paid one hour of pay the employee’s then hourly rate of pay at the end of that month.
- 25.6.2 If, due to operational needs, an employee’s regular schedule is changed such that the employee does not work a full eight hours on the day the schedule change takes effect, the employee will receive a minimum of eight hours pay at the basic straight time rate.
- 25.6.3 If, due to operational needs, an employee is sent home to get the mandatory rest prior to working an unscheduled shift or a shift for which they are not the scheduled bidded employee, that employee will be paid for the remainder of their assigned bid shift at regular pay.

25.6.4 Except for floater positions, if due to operational needs on a scheduled workday, a Signals employee is not able to work an eight hour shift the following day due to Federal Railroad Administration hours-of-service restrictions, that employee shall be paid at regular pay from the start time of their shift bid assignment until completion of their mandatory rest period. After the completion of their mandatory rest period the employee shall report to work to complete their shift. An employee failing to report at the completion of a mandatory rest period will not be eligible for pay under this section. If the affected employee voluntarily chose to work additional hours outside the assigned shift, for example working a bid overtime shift, that triggers hours of service restrictions, the eight-hour guarantee for the following day's shift will not apply and the employee will have the ability to work an eight hour shift the following day after the mandatory rest period has been observed.

25.6.5 Floating Shift Position

25.6.5.1 Definition

Floating shift positions will provide operational support with a variable schedule. Floating shift positions do not have a set bid shift time or fixed days off. Start times, days of work, and work locations may vary from week to week based on the needs of the department.

25.6.5.2 Coverage and Assignment

25.6.5.2.1 Employees assigned to a floating shift may be scheduled to cover vacancies on shifts within the same job classification including but not limited to vacation, compensatory time, floating holidays, and sick leave. Floating positions will also be assigned schedules to cover increased workload demands, special projects, or other operational priorities across various shifts and work areas. Assignments will be determined by management and may include weekends, holidays, and overtime as necessary.

25.6.5.2.2 A Floater shift in a job classification with bided shift times can work any 8 consecutive hour shift that starts inside the bided shift times.

25.6.5.2.3 Floaters work week will consist of at least five (5) consecutive workdays.

25.6.5.3 Work Schedule Notification

Employees in floating shift positions will receive notice of their schedule by end of business on Thursday of the preceding week. Management will make reasonable efforts to provide consistency and predictability where possible.

25.6.5.4 Designation of Floater Shifts

No more than 40% of the total number of approved positions for each job class will be designated as floater positions.

25.7 CALL BACK PAY

- 25.7.1 Employees who are called back to their work locations following the completion of their workday and departure from their place of employment, shall be granted one (1) hour of pay at the employee's base hourly rate. This one hour of pay is not considered an hour worked for the purposes of calculating overtime. This section shall not apply to employees who are called in to work when on standby status.

ARTICLE 26 SHIFT BIDDING AND EXTRA WORK

- 26.1 Employees shall bid shifts according to the seniority order in each respective job class. Assignments will be made to employees in seniority order from bids submitted prior to the close of the bid period every six (6) months, in April and October. Employees will be given confirmation for bids submitted. SMART reserves the right to deny a bid if an employee does not have the required skills or training for the position. SMART will distribute shift schedules to be bid upon at least seven (7) days prior to the day on which the bid process will be held. Actual bidding will take place at least fourteen (14) calendar days prior to the day on which the bid will take effect.
- 26.2 Each employee will submit their bid on the date designated. If an employee is absent for their assigned bid day, the employee may bid by phone or give a proxy bid in writing to a shop steward to bid for the employee. If an employee does not bid on the assigned bid day or fails to submit a proxy bid, the employee will fall to the bottom of the list and bid in the last position. Final results will be posted within 24 hours of the close of the bid in each facility where bargaining unit members report for work.
- 26.3 Employees on a leave of absence who will not be able to work at least two (2) months of the bid period will not be permitted to bid, unless SMART and the Union mutually agree to permit the employee to bid. If the employee returns to work during the bid period, SMART will assign the employee to an open shift.
- 26.4 SMART reserves the right to determine staffing levels of daily assignments. If a shift becomes open between bidding cycles and SMART determines to cover all or part of that shift, the coverage of that shift will be filled based on:
- (a) Availability within the Hours of Service regulations; and
 - (b) By seniority order.

(c) If no staff volunteer to take the vacant shift that the District determines to cover, the shift may be force assigned, in reverse seniority order.

- 26.5 An employee returning to duty after being absent more than 30 days by reason of sickness, temporary disability, suspension, leave of absence or vacation, will be returned to the current vacant assignment. Upon the next shift bid period, the employee may exercise their seniority to bid to a new assignment.
- 26.6 The Union shop steward will work with a SMART representative in processing the shift bids. All bids will be submitted in writing to the Division Superintendent or designee. The Superintendent will post copies of all bids submitted.
- 26.7 Within the first eight weeks of the bid cycle, two (2) employees may mutually agree to swap assigned shift bids for the remainder of the cycle. They must submit the request within those eight weeks. An employee can swap shift assignments only once each calendar year. The mutually agreed assigned shift swap must be in writing and signed by both employees and the Shop Steward. No compensation of any kind may be exchanged by either employee in connection to a swap agreement. The shift swap must take place at the beginning of a pay period and shall not result in any additional costs to the District in overtime or missed hours required for mandatory rest due to the shift swap, such as an inability to work a complete shift due to a mandatory rest situation.
- 26.8 A rebid will happen if an employee leaves for any reason or is promoted and there are more than 12 weeks left on the bid rotation. The bid process will be a two-week process. SMART will distribute shift schedules to be bid upon at least seven (7) calendar days prior to the day on which the bid process will be held. Actual bidding will take place at least seven (7) calendar days prior to the day on which the bid will take effect.

ARTICLE 27 FURLOUGH

- 27.1 For the purposes of this section, furlough or layoff, is defined as a reduction in force whereby the total number of budgeted position allocations in a job classification is reduced. A furlough may also include establishing unpaid days off to avoid the reduction of budgeted positions. When SMART determines it necessary to reduce the workforce, employees shall be furloughed in inverse seniority order within classification. A furlough is an involuntary separation and is not subject to the grievance and arbitration procedure.
- 27.2 SMART shall give fourteen (14) days' notice to employees that they will be furloughed. If SMART elects not to give fourteen (14) days' notice, SMART

shall pay the employee their regular rate of pay for each day that notice was not given, up to a maximum of two (2) weeks' pay. The provisions for notice shall not apply if notice of furlough is prevented due to fire, storm, major breakdown, labor dispute or other cause beyond the control of SMART.

- 27.3 The DISTRICT will pay for two months of the employee's COBRA medical coverage provided the employee has completed one or more years of service. Note: Under CALPERS medical, the employee is eligible to receive an additional month of medical insurance coverage after separation from employment if the employee is able to pay their portion of the premium (15%) prior to the start of COBRA eligibility.
- 27.4 Employees on furlough will be recalled to work in seniority order within classification. Employees on furlough shall remain on the seniority list for purpose of recall for a period not to exceed twelve (12) months following furlough. Employees who are recalled within twelve (12) months will retain all seniority accrued in prior service. Benefits do not accrue during a furlough period. Employees will have vacation, compensatory and sick leave cashed out per District policies.
- 27.5 Any employee who rejects a recall offer, fails to respond to the notice of recall within ten (10) days of receipt of certified mail, or fails to return to work within fourteen (14) days after a recall notice shall be removed from the seniority list.
- 27.6 In a case of a reduction in force, SMART will meet and confer with the Union over the effects of the furlough.
- 27.7 As required per AB 2224, Section 150143, the District agrees that it will not contract out the performance of services performed by or fairly claimable by the employees of the bargaining unit without the agreement of the accredited representative of that bargaining unit's employees.

ARTICLE 28 EMPLOYEE ASSISTANCE PROGRAMS

- 28.1 The DISTRICT and UNION are committed to protecting the safety, health and well-being of all employees, the public and other individuals in the workplace. The District provides an Employee Assistance Program (EAP) to all Employees as part of its benefits program.
- 28.2 Substance Abuse: As required by District policy and Federal Railroad Administration Regulations, the District has developed a Drug and Alcohol-Free Workplace Policy and 49 CFR Part 219 Compliance Plan (APPENDIX A). All Employees in the bargaining unit are covered under the provisions of this plan.

- 28.3 Employees in the bargaining unit are also eligible to seek help for substance abuse or mental health issues with the Teamsters Assistance Program (TAP). Employees are encouraged to seek assistance through the District's EAP or the TAP when needed.

ARTICLE 29 NO STRIKES, WORK STOPPAGES OR LOCKOUTS

- 29.1 The Union agrees that during the life of this Memorandum of Understanding there shall be no strikes, slowdowns, or any other form of work stoppage, including sympathy strikes and SMART agrees that there shall be no lockouts.

ARTICLE 30 ACCESS TO NEW HIRE INFORMATION

- 30.1 The DISTRICT will notify the UNION of all new hires at least one week prior to the new employee's start date. All new hires will receive a new employee orientation on their first day of employment. The DISTRICT agrees to allocate a thirty (30) minute timeframe during the new hire orientation schedule for UNION representatives to meet with the new employee(s). A UNION representative will contact a representative of the District's human resources department at least twenty-four hours in advance of the new hire orientation date to arrange a time to meet with the new employee during the orientation process. If UNION does not wish to send a representative to the new hire orientation, they may provide written materials to the DISTRICT Human Resources Department which will be provided to the new employee.
- 30.2 The DISTRICT will provide the UNION with EMPLOYEE contact information within 30 days of the date of hire pursuant to AB 119, Section 3558 of the government code.

ARTICLE 31 TERM OF AGREEMENT

- 31.1 This Memorandum of Understanding shall become effective September 18, 2025 and remain in effect to and including September 17, 2028, and thereafter shall automatically be renewed from year to year unless either party shall give notice in writing to the other party at least sixty (60) days prior to the end of the initial term of a desire to amend, modify, or terminate this Memorandum of Understanding. If such notice or notices are not given, the Memorandum of Understanding shall be deemed to be renewed for the succeeding year.

IN WITNESS WHEREOF, the duly authorized representatives of the parties hereto, having met and conferred in good faith, have caused their names to be subscribed this _____ day of a _____. 2025.

FOR SMART

FORTHE UNION

APPROVED

RATIFIED

Chris Coursey
Chair, Board of Directors

Tom Woods
Business Representative

Attest
Samantha Frias, Clerk of the Board

SMART NEGOTIATORS

TEAMSTERS NEGOTIATORS

Diane O'Malley
Chief Negotiator

Shawn Fonnest
Employee Representative

Lisa Hansley
SMART Human Resources

Nicholas Derenzi
Employee Representative



Chris Coursey, Chair
Sonoma County Board of Supervisors

September 17, 2025

Mary Sackett, Vice Chair
Marin County Board of Supervisors

Sonoma- Marin 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:

Authorize the General Manager or his designee to execute Agreement No. MK-PS-24-001 with FivePaths, LLC for the Development and Maintenance of a New Website

Kate Colin
Transportation Authority of Marin

Dear Board Members:

Victoria Fleming
Sonoma County Mayors' and
Councilmembers Association

RECOMMENDATION:

Authorize the General Manager or his designee to execute Agreement No. MK-PS-24-001 with FivePaths, LLC for a not to exceed amount of \$303,300 to develop and launch a new website and maintain the new website for an initial term of three years following SMART's acceptance of the new website. Additionally, authorize the General Manager to execute up to two (2) optional one-year extensions thereafter.

Patty Garbarino
Golden Gate Bridge,
Highway/Transportation District

Ariel Kelley
Sonoma County Mayors' and
Councilmembers Association

Eric Lucan
Marin County Board of Supervisors

SUMMARY:

SMART is undertaking a comprehensive redesign of its website to improve technology, functionality, and public engagement. Following a competitive Request for Proposal procurement process, FivePaths, LLC was selected as the Proposer providing the best overall value to SMART. The project will involve all of SMART's divisions and is anticipated to be completed within 11 months.

Mark Milberg
Transportation Authority of Marin

Barbara Pahre
Golden Gate Bridge,
Highway/Transportation District

Gabe Paulson
Marin County Council of Mayors and
Councilmembers

BACKGROUND:

Websites are a crucial tool for providing transit services and engaging with the public. SMART's current website, last updated in 2016, is now outdated in terms of technology, functionality, and appearance.

David Rabbitt
Sonoma County Board of Supervisors

In February 2025, a Request for Proposals (RFP) for Website Re-Design and Ongoing Support Services was issued under Solicitation No. MK-PS-24-001. SMART received seventeen (17) responsive and responsible Proposals. An evaluation committee reviewed the Proposals using the evaluation criteria published in the RFP, which included: Project Approach, Demonstrated History of Performing Similar Work, Key Personnel Qualifications, and Pricing.

Eddy Cumins
General Manager

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

Following the Evaluation Committee's initial review of the Proposals, the top five Proposers were invited for first-round interviews. The Evaluation Committee then selected the top two Proposers as finalists and invited them for second-round interviews. At the completion of the evaluation process, the Evaluation Committee recommended FivePaths, LLC for the award and made the determination that the Proposal submitted by FivePaths, LLC provides the best overall value to SMART.

Implementing this project will be a major effort, requiring collaboration across all agency divisions. The project will include a kickoff period, content analysis, design and configuration, optimization, staff training, and the launch of the new site. The anticipated timeline from kickoff to completion is 11 months.

FISCAL IMPACT:

A one-time project cost for discovery, design, development, content conversion, staff training, and launch is \$169,260. The annual recurring service fee for hosting, server, maintenance, and ongoing training and support is \$44,680.

The initial, year-one cost of the redesign, launch, and service fee is \$213,940 (\$169,260 + \$44,680).

A total of \$464,000 was allocated in the Fiscal Year 2025-26 Adopted Budget which is more than sufficient to cover these costs.

Ongoing fees past year one will be accounted for in subsequent fiscal years.

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

Sincerely,

 /s/
Allison Mattioli
Communications and Marketing Specialist

Attachment(s): Five Paths, LLC Agreement No. MK-PS-24-001

AGREEMENT FOR CONSULTANT SERVICES

This agreement (“Agreement”), dated as of September 17, 2025 (“Effective Date”) is by and between the Sonoma-Marín Area Rail Transit District (hereinafter “SMART” or “District”), and FivePaths, LLC (hereinafter “Consultant”).

RECITALS

WHEREAS, Consultant represents that it is a duly qualified website designer, experienced in the areas of website design, development, maintenance, 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 to design, develop, launch, and maintain a new agency website.

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

ARTICLE 3. REQUEST FOR SERVICES.

Section 3.01 Initiation Conference. SMART’s Communications and Marketing Manager 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.

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:

Eric Leland, Jason Salter, Beth Brockman, Tyler Cifu-Shuster, Daniel Reider, Andrew Sanchez.

ARTICLE 5. PAYMENT.

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

following terms:

Section 5.01 Consultant shall invoice SMART on a monthly basis, detailing the tasks performed pursuant to the Scope of Work requested by the SMART Manager and the hours worked for any time and materials tasks. SMART shall pay Consultant within 30 days after submission of the invoices.

Section 5.02 Consultant shall be paid in accordance with the rates established in **Exhibit B**; provided, however, that total payments to Consultant shall not exceed \$303,300.00 without the prior written approval of SMART. Consultant shall submit its invoices in arrears monthly in a form approved by the Chief Financial Officer. The invoices shall show or include: (i) the task(s) performed; (ii) the corresponding rate or milestone payment for the task or project phase; (iii) the time in quarter hours and the hourly rate or rates of the persons performing the task(s) for all time and materials tasks; and (iv) copies of receipts for reimbursable materials/expenses, if any. All reimbursable expenses must comply with SMART's Travel Guidelines and must receive prior approval. Consultant's reimbursement for materials/expenses shall not include items already included in Consultant's overhead as may be billed as a part of its labor rates set forth in **Exhibit B**. SMART does not reimburse Consultant for travel time.

Section 5.03 Consultant agrees that 48 CFR Part 31, Contract Cost Principles and Procedures and 2 CFR Part 200 shall be used to determine the allowability of individual terms of cost. Any costs for which payment has been made to the 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 5.04 Consultant must submit all invoices on a timely basis, but no later than thirty (30) days from the date the services/charges were incurred. District shall not accept invoices submitted by Consultant after the end of such thirty (30) day period without District pre-approval. 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 for three years following acceptance of the new website, with two (2) one-year options to extend at SMART's sole discretion thereafter, 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.

Section 8.01 Patent and Copyright Infringement. Consultant agrees to (a) defend against and hold SMART harmless from any claim by a third party that the Services infringe a valid U.S. patent (issued as of the Effective Date) of such third party and (b) indemnify SMART for settlement amounts or third-party damages, liabilities, costs and expenses (including reasonable attorneys' fees) awarded and arising out of such claim. If any part of the Services become or, in Consultant's opinion, is likely to become the subject of any injunction preventing its use as contemplated herein, Consultant may, at its option (1) obtain for SMART the right to continue using the Services or (2) replace or modify the Services so that such Services become non-infringing.

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.

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.

Section 9.04 Technology Professional Liability Insurance (Errors and Omissions). Technology Professional Liability Errors and Omissions Insurance appropriate to the Consultant's profession and work hereunder, with limits not less than \$2,000,000 per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Consultant in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, copyright, trademark, invasion of privacy violations, information theft, release of private information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

The Policy shall include or be endorsed to include *property damage liability coverage* for damage to, alteration of, loss of, or destruction of electronic data and/or information “property” of SMART in the care, custody, or control of Consultant. If not covered under Consultant’s liability policy, such “property” coverage of the SMART may be endorsed onto Consultant’s Cyber Liability Policy as covered property as follows:

Cyber Liability coverage in an amount sufficient to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information “property” of SMART that will be in the care, custody, or control of Consultant.

Section 9.05 The Insurance obligations under this agreement shall be the greater of 1—all the Insurance coverage and limits carried by or available to the Vendor; or 2—the minimum Insurance requirements shown in this agreement. Any insurance proceeds in excess of the specified limits and coverage required, which are applicable to a given loss, shall be available to Agency. No representation is made that the minimum Insurance requirements of this agreement are sufficient to cover the indemnity or other obligations of the Vendor under this agreement.

Section 9.06 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 9.07 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 9.08 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 9.09 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.

Section 9.10 Policy Obligations. Consultant's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

Section 9.11 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 9.12 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 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.

If to Consultant:

FivePaths, LLC
Attn: Eric Leland, Partner
548 Market St., #13255
San Francisco, CA 94104
eric@fivepaths.com
(415) 326-3483

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 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: FIVEPATHS, LLC

By: _____
Eric Leland, Partner

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 FivePaths, LLC to provide an Americans with Disabilities Act (ADA) compliant website upgrade and related services.

A. Objectives

The goal of this project is to replace the current website with a new and improved website. This will be a cloud-based, hosted solution. The new website will be easier for users to navigate, more efficient for SMART staff to manage, and provide a wide variety of services to the communities that SMART serves.

B. Sensitive Security Information

Sensitive Security Information (“SSI”) may be disclosed during the performance of work under this Agreement. The Consultant shall be required to sign SMART’s Confidentiality and Non-Disclosure Agreement prior to the start of any work being performed under this Agreement.

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 project will proceed in six phases/milestones: Discovery, Design, Development, Content Conversion and Development, Quality Assurance and Training, and System Launch.

Consultant shall also provide a post launch Warranty period and Ongoing Maintenance and Training services.

I. Phase 1 - Discovery

Consultant shall complete the following tasks during the Discovery Phase:

A. Project Setup and Communications Plan

- i. Establish and document a project communication structure, including roles, responsibilities, and escalation procedures.
- ii. Implement a task management solution for project tracking and provide SMART with access.
- iii. Provide a project meeting schedule and conduct an orientation session to introduce SMART staff to the Consultant's workflow.

B. Stakeholder and User Engagement Summary

- i. Conduct surveys, interviews, and/or focus groups with internal and external stakeholders.
- ii. Document findings addressing users seeking information on SMART services and organizational impact, trip planning and real-time rider information.

C. Trip Planning and Use Cases

- i. Analyze rider behavior, including use of SMART services and third-party applications and evaluate potential enhancements to trip planning, including integration of the SMART Pathway system.

D. Content and Technical Audit

- i. Perform an audit of the current website, including:
 - a) Content structure and organization,
 - b) Codebase, database, and server environment,
 - c) Accessibility compliance and practices,
 - d) CMS usage, workflows, and sustainability.

E. Comparative Website Review

- i. Review and document findings from peer transit websites identified by SMART (Caltrain, RTD Denver, Roaring Fork Transit Authority, CapMetro).
- ii. Review existing SMART resources, including strategic plans, customer satisfaction surveys, analytics, and engagement data.
- iii. Identify research gaps and opportunities.

F. Phase 1 Deliverable - Design Brief

Consultant shall provide a Design Brief summarizing findings from the Discovery Phase. The Design Brief shall:

- i. Provide project expectations, strategies, high-level goals, identified risks with mitigation strategies, and confirmation of alignment with SMART's goals.
- ii. Identify key focus areas, stakeholder feedback, and recommendations for content and functionality

- iii. Identify any unanticipated needs discovered during the Discovery Phase.
- iv. Provide analysis of solutions within existing scope, as well as options requiring additional scope.
- v. All deliverables shall be submitted in written form for SMART Manager review and comment. The SMART Manager must approve all deliverables prior to acceptance of the work.

II. Phase 2. Design

Consultant shall complete the following work during the Design Phase.

At a minimum, the new website shall:

1. Recognize that sonomamarintrain.org is a key method for communicating with the public and a frequently used tool within the communities we serve.
2. Allow easy integration of social media, seamless integration of functionality with third-party services including but not limited to, functionality of current website to view Granicus' agenda items and meetings, port tools such as widgets and third-party services for comment and response on SMART business, Zendesk chatbot arcGIS, as well as presentation of financial and other information via open data portals.
3. Not have any loss of current functionality.
4. Provide a tool for transit trip planning that integrates the SMART train schedule and fare structure.
5. Be knowledge-based, meaning it should be able to assist users in readily finding information based on their prior use, and should have question and answer functionality tailored to the topic and types of questions a user asks. It should be easy to navigate and search.
6. Have a modern, aesthetic design focused on services and utilizing responsive website design (RWD).
7. Functionality should be equivalent for mobile and desktop devices across all major browsers (Firefox, Chrome, Edge, Chromium-based, Safari, etc.); proposals must clearly discuss any difference in functionality between mobile and desktop devices.
8. Provide an easy-to-use interface for internal content contributors: photos, videos, news items, etc. across all browsers. This should include electronic workflow for all web postings, including documents.
9. Provide workflow capacity, such as reminders on when to remove documents and/or auto-delete features.
10. Reflect current Americans with Disabilities Act (ADA) requirements.
11. Allow for the ability to translate the website into multiple languages, including, but not limited to, Spanish, Tagalog/Filipino, Vietnamese, and Mandarin/Chinese.
12. Include RADEditor or another text editing with comparable functionality.
13. Support multiple levels of security by individual and by groups, including tiered permissions. Proposals should include an example of step-by-step instructions for adding users and assigning permissions.

14. Provide reporting mechanisms that are easy to use, such as number of visits per page, duration of visits, etc.

Additionally, the Consultant shall complete the following work during the Design Phase.

A. UX Strategy

- i. Conduct audience research and develop user personas.
- ii. Create user journey maps identifying pain points and opportunities.
- iii. Distinguish requirements for two key user groups:
Pre-Travel Users (trip planning in advance) and Active Travelers (trip-related content while in transit).

B. User Concept Packet

- i. Develop a User Concept Packet including key screen concepts, navigation models, and design principles. Ensure alignment with SMART's branding guidelines, accessibility standards, and responsive design requirements.
- ii. Provide this packet to serve as the foundation for wireframes and layouts.
- iii. Conduct structured design workshops with SMART stakeholders to co-develop wireframes.

C. Trip Planning Wireframes

- i. Develop wireframes specifically addressing trip planning needs for Pre-Travel Users and Active Travelers.
- ii. Wireframes shall include at a minimum:
 - a) Interactive route planning tools;
 - b) Real-time service updates;
 - c) Location-aware information displays.
- iii. Conduct independent usability testing of trip planning wireframes in context, document results, and revise accordingly.

D. Phase 2 Deliverable No. 1 - Low-Fidelity Wireframes and Prototypes

- i. Produce low-fidelity wireframes for core site pages, illustrating page structure, content hierarchy, and mobile-first responsiveness.
- ii. Develop simple prototypes for rapid iteration and early user testing.
- iii. Validate design decisions through user feedback and, where appropriate, user research tools (e.g., Optimal Workshop). Submit a Low-Fidelity Wireframes and Prototype Package, incorporating revisions based on feedback.

E. Phase 2 Deliverable No. 2 - High-Fidelity Design Package

- i. Refine validated wireframes into high-fidelity, development-ready designs.
- ii. Integrate stakeholder input, user testing findings, and technical requirements.
- iii. Develop reusable UI components forming a modular design system for consistent branding, faster development, and easier maintenance
- iv. Submit a High-Fidelity Design Package including polished page designs, UI component library, and annotated design specifications.
- v. All deliverables shall be submitted in written form for SMART Manager review and comment. SMART's Manager must approve all deliverables prior to acceptance of the work.

G. Usability Testing and Refinement Report

- i. Conduct usability testing of high-fidelity prototypes with representative users.
- ii. Document test results, identified issues, and subsequent refinements.

H. Flexible Design System Documentation

- i. Deliver documentation of the modular design system, including UI components, templates, and style guides.
- ii. Demonstrate flexibility for future updates to brand guidelines or content strategy.

III. Phase 3 – Development

Consultant shall complete the following work during the Development Phase.

A. Template Architecture and Theme Implementation

- i. Build all required Drupal page templates, including fields, layouts, and relationships between templates.
- ii. Implement the website theme, incorporating best-practice WCAG 2.1 accessibility standards and user experience data.
- iii. Submit documentation of template architecture and theme implementation for SMART review.

B. CMS Configuration and Feature Development

- i. Implement the new website using modern Drupal CMS software.
- ii. Configure Drupal modules to support SMART's identified needs, including but not limited to:
 - a) GTFS schedule integration and real-time alerts.
 - b) Granicus/meetings integration.
 - c) Third-party widgets and map/GIS tools (e.g., ArcGIS).
 - d) Chatbots, single sign-on for editors, and trip planning tools.
 - e) E-marketing integrations.

C. Sustainable Code and Integration Standards

- i. Consultant will minimize custom code, prioritizing use of well-adopted and tested Drupal modules.
- ii. Ensure all features follow standards-based development practices to promote sustainability and reduce long-term maintenance costs.

D. Content Migration Plan and Execution

- i. Develop and submit a Content Migration Plan detailing source content, migration methods, and quality assurance processes.
- ii. Migrate content from existing systems into the new Drupal site, ensuring templates are populated correctly.
- iii. Identify and recover “orphaned” or unmanaged content (e.g., PDFs, files, direct uploads) discovered during audit.

E. Search and Content Query Tools

- i. Build targeted and site-wide content search tools to support content discovery.
- ii. Implement special search portal pages that display results in preview form and link to full content templates.

F. Deliverables

All work performed and deliverables submitted shall be reviewed by the SMART Manager prior to acceptance of the work.

IV. Phase 4 Content Conversion and Development

Consultant shall complete the following tasks during the Conversation and Development Phase:

A. Content Audit Report

Utilizing all appropriate tools, conduct a comprehensive audit of existing website content, including:

- a) Content Inventory (catalog of all content with location, format, and metadata).
- b) Content Quality Assessment (accuracy, relevance, consistency, alignment with SMART branding).
- c) Analytics Review (traffic patterns, popular vs. underused content).
- d) Stakeholder Review findings.
- e) Gap Analysis identifying missing or needed content.

B. Content Development Strategy

- i. Develop a content development workflow aligned with SMART's communications goals.
- ii. Provide recommendations for:
 - a) Content themes and topics
 - b) Content formats (e.g., long-form, teasers, block styles).
 - c) Accessibility improvements.
 - d) Editorial workflow enhancements (e.g., menu structure, image management, flexible content display).

C. Content Conversion Plan

- i. Produce a detailed content conversion plan, including:
 - a) Content mapping to new information architecture.
 - b) Formatting and styling guidelines consistent with the new website's design system.
 - c) Image and media optimization standards for performance.
 - d) Metadata and SEO enhancements.
 - e) Tools and methodologies for content migration, including Drupal CMS migration tools, plugins, or custom scripts.

D. Migration and Optimization Tools

- i. Provide CMS-based migration tools, plugins, or scripts necessary to execute migration.
- ii. Provide tools for:
 - a). Image optimization (e.g., TinyPNG, ImageOptim).
 - b). SEO optimization (e.g., Yoast SEO, Rank Math).
- iii. Provide documentation and training for SMART staff on use of migration and optimization tools.

E. Content Migration Execution Report

- i. Execute migration of existing content into the new Drupal CMS, using automation where feasible and manual refinement as required.
- ii. Validate content placement, formatting, accessibility compliance, and metadata accuracy.

F. Deliverables

All work performed and deliverables submitted shall be reviewed by the SMART Manager prior to acceptance of the work.

V. Phase 5 - Quality Assurance and Training

Consultant shall complete the following work during the Quality Assurance and Training Phase:

A. Quality Assurance (QA) Test Plan

- a) Design validation (ensuring all templates, layouts, and components meet approved specifications)
- b) Accessibility testing methodology (ensuring WCAG 2.1 AA compliance at minimum).
- c) Performance testing methodology (load testing, server response, and device/browser compatibility).
- d) Workflow and automation testing for editorial/admin teams.
- e) Content review protocols to validate migrated content against requirements.

B. QA Testing and Results Report

- i. Execute quality assurance testing as outlined in the approved plan.
- ii. Testing shall include:
 - a) Accessibility audits with automated tools and manual review.
 - b) Performance testing across devices, browsers, and load scenarios.
 - c) Functional testing of features, modules, and integrations
 - d) Workflow efficiency testing for editorial and administrative processes
 - e) Validation of migrated content through combined human review and technical checks.
 - f) Identified issues, severity ratings, and resolution recommendations
 - g) Documentation of corrective actions taken.
 - h) Confirmation that all critical issues are resolved prior to launch.

C. Issue Tracking and Communication System

- i. Provide and maintain a system for tracking QA feedback and issue resolution.
- ii. System may include Google Spreadsheets, Trello, Slack, Salesforce, or an equivalent platform compatible with SMART's capacity and workflow.
- iii. Ensure tracking system is accessible to SMART staff for ongoing review, decision-making, and approvals.

D. Training Program for SMART Staff

- i. Develop and deliver a structured training program for SMART staff covering:
Website content management and editorial workflows.

- a) Use of tools and automations developed for content and administration.
- b) Accessibility best practices for content creation.
- c) Performance and troubleshooting basics.

E. Training Completion and Knowledge Transfer Report

- i. Conduct training sessions with SMART staff and designated stakeholders.
- ii. Provide documentation of:
 - a) Training agendas and attendance.
 - b) Copies of all training materials.
 - c) A summary of SMART staff readiness and any recommended follow-up training.

F. Launch Readiness Report

- i. Confirm that all QA and training deliverables have been completed.
- ii. Verify that website design, features, modules, integrations, workflows, and migrated content meet requirements.
- iii. Confirm accessibility and performance standards are met.

G. Deliverables

All work performed and deliverables submitted shall be reviewed by the SMART Manager prior to acceptance of the work.

VI. Phase 6 System Launch

Consultant shall complete the following work during the System Launch Phase:

A. Launch Readiness Checklist

- i. Develop and submit a tailored System Launch Checklist, based on FivePaths' standard framework, covering both Content Launch Readiness and Functional Launch Readiness. Checklist shall include, at minimum:
 - a) Content validation (accuracy, formatting, multimedia, accessibility compliance).
 - b) Functional validation (core features, integrations, search tools, trip planning, forms, third-party plugins).
 - c) Hosting and infrastructure setup validation.
 - d) Security review, backup readiness, and rollback plan.
 - e) Post-launch monitoring plan.
 - f) Submit checklist to SMART for review and approval prior to launch.

B. Hosting Environment Configuration

- i. Configure and validate the hosting environment using Pantheon Performance level plan (or equivalent hosting solution approved by SMART).
- ii. Confirm scalability, security, monitoring, and redundancy are configured to meet enterprise-level transit agency standards.
- iii. Provide SMART with system documentation for hosting configuration, including monitoring dashboards and escalation contacts.

C. Pre-Launch Testing and Sign-Off

- i. Conduct final pre-launch testing in collaboration with SMART. Testing shall include:
 - a) Full regression testing of all functionalities.
 - b) Validation of content completeness and accuracy.
 - c) Cross-browser and device compatibility checks.
 - d) Final accessibility compliance review.
 - e) Verification of workflows for editors and administrators.
 - f) Submit Pre-Launch Report with test results and confirmation that all high/critical issues have been resolved.
 - g) Obtain written sign-off from SMART prior to system launch.

D. Pre-Launch Training

The Consultant shall provide pre-launch training to SMART staff to ensure effective management of the website post-launch. Training is designed to build internal expertise, support staff onboarding, and maintain consistency in website operations.

Conduct hands-on training sessions with SMART staff to include:

- i. Content management workflows, including page creation, editing, and publishing.
- ii. Use of administrative dashboards, analytics, and reporting tools.
- iii. Troubleshooting minor technical issues and support request procedures.
- iv. Accessibility and content governance best practices.

E. Launch Execution

- i. Execute system launch during a scheduled weekday window mutually agreed upon by SMART and Consultant.
- ii. Ensure participation of all key parties (SMART, FivePaths, subcontractors, registrar, hosting provider) during launch.
- iii. Maintain redundancies and rollback procedures to mitigate launch risks.

- iv. Provide SMART with launch status updates at defined intervals during the launch window.

F. Post-Launch Monitoring and Issue Resolution

- i. Monitor website performance, uptime, and traffic in the immediate post-launch period.
- ii. Track, document, and resolve any launch-related issues within defined response times.
- iii. Provide SMART with a Post-Launch Monitoring Report, including:
 - a) Summary of traffic and performance monitoring
 - b) Issues identified and resolutions completed.
 - c) Outstanding items with proposed resolution timelines.

G. System Launch Completion Report

- i. Provide SMART with a final System Launch Completion Report certifying that:
 - a) All deliverables have been met.
 - b) The site is live, stable, and fully functional.
 - c) Hosting environment is operational with monitoring in place.
 - d) All critical issues have been resolved.
 - e) Submit report for SMART approval.

H. Deliverables

All work performed and deliverables submitted shall be reviewed by the SMART Manager prior to acceptance of the work.

VII. Post Launch: 30-Day Warranty

Consultant shall provide the following services during the warranty period.

- i. Consultant shall provide a 30-day warranty period following system launch. Consultant shall correct, at no cost to SMART, any defects, errors, or deficiencies in functionality, performance, or content migration identified during the warranty period.

ii. Deliverables

All work performed and deliverables submitted shall be reviewed by the SMART Manager prior to acceptance of the work.

VIII. Post Launch: Website Maintenance

Consultant shall provide the following ongoing maintenance services.

- i. Provide a formal Maintenance and Support Plan, to be reviewed and approved by SMART to include the following:
 - a) Monitoring of site uptime, performance, and security using enterprise-level tools (e.g., New Relic, Git repository management, CDN, caching layers).
 - b) Implementation of SSL certificates, automated daily backups, and restoration testing.
 - c) Maintenance of separate development, test, and live environments to ensure safe deployment of updates.
 - d) Proactive application of all Drupal CMS security updates (issued weekly) within 5 business days of release, or within 24 hours if a critical/high-severity update is issued.
 - e) Use of visual regression and automated testing tools to validate that updates and patches do not compromise site design or functionality.
 - f) Issue resolution and bug fixes logged through a ticketing system with agreed-upon service levels (e.g., critical issues resolved within 24 hours).
 - g) Support availability must be maintained 24/7/365 via email, ticketing system, and phone.

- ii. Monthly Website Maintenance

- a) Provide ongoing support during standard maintenance hours of 8:00 AM–6:00 PM PT, Monday through Friday.
- b) Ensure emergency support availability with same-day response for urgent issues, outside of standard maintenance hours.
- c) Provide multiple access channels for support requests, including email, ticketing system, and phone/text for emergencies.
- d) Apply weekly Drupal CMS technical updates (every Wednesday–Thursday, as needed).
- e) Perform Drupal core upgrades within supported major versions (e.g., 11.x to 11.y). All updates must be tested in the development environment prior to deployment and verified through automated and manual testing before promotion to the live environment.
- f) Maintain the development software stack to ensure an error-free workflow for all code commits and deployments.
- g) Conduct performance tuning and optimization on a recurring basis, informed by host and website analytics.
- h) Continuously monitor system status, including intermittent outages, and apply a documented escalation workflow for critical issues.
- i) Provide SMART with written notification of critical issues within 2 hours of detection and a resolution plan within 1 business day.
- j) Maintain a backup schedule for code, files, and database, with documented restoration testing at least semi-annually.
- k) Track and report on all support requests, including resolution times, in the Quarterly Maintenance Report.

vi. Security and Risk Management

- a) Monitor Drupal CMS, hosting provider, and application server announcements for system vulnerabilities or future service changes.
- b) Proactively recommend mitigation strategies or upgrades to SMART for approval and implementation.
- c) Apply security patches promptly:

Critical security updates applied within 24 hours.

High-priority updates applied within 5 business days.

Routine updates applied in the next scheduled maintenance cycle.

iii. Regular Maintenance meetings

- a) Schedule and facilitate quarterly maintenance meetings with SMART staff to review outstanding support tickets and resolutions.
- b) Assess ongoing performance and system updates.
- c) Identify enhancement opportunities and plan roadmap priorities.
- d) Provide strategic recommendations for future web development needs.
- e) Provide SMART with written Meeting Notes and Action Items within 5 business days after each meeting.

iii. Deliverables

All work performed and deliverables submitted shall be reviewed by the SMART Manager prior to acceptance of the work.

IX. Post Launch: Ongoing Training (As-Requested)

Consultant shall provide the following training services post launch as requested by the SMART Manager, covering:

- a) Drupal CMS editorial workflows, including content editing, publishing, and approvals.
- b) Use of administrative dashboards, analytics, and reporting tools.
- c) Ticketing and issue reporting procedures.
- d) Best practices for accessibility and content governance.
- e) Provide documentation and reference materials for all training sessions in digital format.
- f) Offer refresher or new staff onboarding training upon SMART's request, up to two sessions annually as part of ongoing services.
- g) Review and reinforce existing editorial workflows.
- h) Update staff on any changes to the CMS, workflows, or site functionality.

X. Post Launch: Ad Hoc Website Engineering Support

- i. The SMART Manager may request additional ad hoc design and configuration work post new website acceptance. Ad hoc work must be

mutually agreed upon in writing prior to work being performed. This work will be performed on a time and materials basis.

IV. Timelines

- A. Phase 1 through Phase 6 (Discovery, Design, Development, Content Conversion & Development, Quality Assurance & Training, and System Launch).

The Project timeline is per the table below. Any deviation from the timeline requires mutual written agreement by both the SMART Manager and Consultant.

	Months	1	2	3	4	5	6	7	8	9	10	11	12	And Beyond
1. Discovery														
Kickoff, Gathering Assets, Websites Review		█												
Audit Review and Best Practices Recs		█	█											
User/Analytics Evaluation & Metrics Recs		█	█	█										
Design Brief, Scope Review, and Project Planning			█	█	█									
2. Design: Wireframing & Mockups														
Content/UX: User Concept Packet				█	█									
Wireframing (low-fidelity)				█	█	█								
Prototyping					█	█								
Mockups (high-fidelity responsive designs)					█	█	█							
Final Design Assets Creation						█	█							
3. Development														
Host Initiation				█	█	█								
Content Architecture / Menu / Navigation					█	█	█							
Build R1						█	█	█						
Build R2							█	█	█					
Build R3 (including website accessibility)								█	█	█				
Integrations (SSO, Granicus, GTF5, Maps, etc)									█	█	█			
4. Content Conversion & Development														
Content Migration and New Content Strategy				█	█	█								
Automated Content Migration					█	█	█							
Manual Content Migration								█	█	█				
5. Quality Assurance & Training														
Multidev Host Configuration				█	█	█								
Test Plan					█	█	█							
QA Rounds								█	█	█				
Security and Hardening														
Training (group sessions for ~ 10 staff)										█	█	█		
6. System Launch														
Go-Live Plan										█	█			
Security and Performance											█	█		
Site Maintenance and Support Systems Initiation												█	█	
DNS and Launch activities/Launch													█	█

- B. Phase 7: Post Launch: 30-Day Warranty

The 30-day warranty period will begin immediately following the date of launch and SMART’s written acceptance of the new website.

- C. Post Launch: Website Maintenance

The monthly website maintenance services start at the conclusion of the warranty period.

D. Post Launch: Ongoing Training (As-Needed)

Post Launch Ongoing Training is as needed and by request from the SMART Manager. Ongoing Training is optional.

E. Post Launch: Ad-Hoc Website Engineering Support

Deliverables and timelines for additional ad hoc design and configuration work needed post new website acceptance will be mutually agreed upon in writing by both the SMART Manager and Consultant prior to work being performed at the rate set forth in Exhibit B.

V. **Acceptance Criteria**

The SMART Manager shall review all deliverables for completeness and accuracy. Upon successful review, the SMART Manager shall provide written acceptance of the milestone or task. Upon acceptance of work under each phase and milestone or task Consultant shall submit an invoice at the rates as set forth in Exhibit B. If work is defective and not in conformance with the requirements of the phase or task, the Consultant shall fix the defective work at no additional cost to SMART.

**EXHIBIT B
SCHEDULE OF RATES**

Project Milestone	Milestone Payment
Phase 1: Discovery	\$10,400.00
Phase 2: Design	\$31,200.00
Phase 3: Development	\$88,400.00
Phase 4: Content Conversion and Development	\$19,500.00
Phase 5: Quality Assurance and Training	\$15,600.00
Phase 6: System Launch	\$4,160.00
Phase 7: Post Launch: 30 Day Warranty	\$0
Ongoing Services	Fees
Post Launch: Website Maintenance	\$1,500.00 Per Month
Post Launch: Training (As Needed)	\$520.00 Per Training
Post Launch: Ad Hoc Website Engineering Support	\$130.00 per hour

Hosting Fees are invoiced at cost each month with supporting documentation provided with the monthly invoice.

Application Server Fees are invoiced at cost each month with supporting documentation provided with the monthly invoice.

Ongoing Post Launch Services

The fees for ongoing post launch services shall be fixed for the initial three-year term. Upon completion of the initial three-year term, and prior to the commencement of each optional term of this Agreement, Service Provider may, upon 60 days written notice to SMART, request an increase in the fee equal to the Consumer Price Index, San Francisco Area, as reported by the Bureau of Labor Statistics, U.S. Department of Labor, using the month of April for the most recent year. The maximum increase shall be 5%. If Service Provider does not submit a request at least 60 days before the start of the succeeding Agreement year, Service Provider waives any CPI increase for the optional term.

All materials, if any, shall be invoiced at cost. Receipts shall be included with the monthly invoice for services



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
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Mark Milberg
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5401 Old Redwood Highway
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September 17, 2025

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

SUBJECT: Budget Amendment #3 – Amends the Fiscal Year 2025/2026 Adopted Budget.

Dear Board Members:

RECOMMENDATIONS:

Adopt Resolution No. 2025-25, amending Resolution No. 2025-19, the Fiscal Year 2025/2026 Adopted Budget to increase appropriation authority and modify position authority.

SUMMARY:

In August of 2025, the California Transportation Commission (CTC) allocated Transit and Intercity Rail Capital Programs (TIRCP) funds to SMART in the amount of \$33,359,000 for Phase 1 of the Windsor to Healdsburg North Extension project. Phase 1 of the Progressive Design-Build (PDB) process consists of filed investigations, surveys, and engineering design to a 65% level. This action will budget funds for this phase of work.

In addition to adding funds for the Healdsburg North Extension Phase 1, this Amendment adds funding for Fiscal Year 2026 related to the executed agreement between SMART and the Teamsters Union for a new three-year contract. This contract impacts twenty-three (23) employees and includes the following cost-of-living increases, resulting in an overall addition to the Fiscal Year 2026 Budget of \$87,418.

Position	Current Max	% COLA in FY26	Amount	Total
Bridge Tender	\$ 35.83	4%	\$ 1.43	\$ 37.26
Signal Tech	\$ 59.34	3.9%	\$ 2.31	\$ 61.65
Signal Tech Trainee	\$ 44.50	3.9%	\$ 1.74	\$ 46.24
Track Laborers	\$ 33.50	4%	\$ 1.34	\$ 34.84
Track Maintainer I	\$ 44.38	4%	\$ 1.78	\$ 46.16
Track Maintainer II	\$ 48.82	4%	\$ 1.95	\$ 50.77

FISCAL IMPACT:

Funds are available from a TIRCP grant for the Healdsburg Extension project. Funding for the Teamsters Agreement will come from the fund balance. The new fund balance is estimated to be \$54,469,811.

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

Sincerely,

/s/

Heather McKillop
Chief Financial Officer

Attachment(s):

- 1) Resolution No. 2025-25 – FY 2025/2026 Budget Amendment #3
- 2) Revised Appendix A
- 3) Revised Appendix C

RESOLUTION OF THE BOARD OF DIRECTORS OF THE SONOMA-MARIN AREA RAIL TRANSIT DISTRICT, STATE OF CALIFORNIA, AMENDING RESOLUTION NO. 2025-19, THE ANNUAL BUDGET FOR FISCAL YEAR 2025-2026 TO PROVIDE FOR AN INCREASE IN SPENDING AUTHORITY AND REVISIONS TO POSITION AUTHORITY

WHEREAS, as part of its approval of the Annual Budget for Fiscal Year 2025-2026, the Board of Directors considered the annual expenditures necessary for the Sonoma-Marin Area Rail Transit District; and

WHEREAS, the Board approved Budget Amendment #1 which modified expenditure authority and revised position authority; and

WHEREAS, the Board approved Budget Amendment #2 to modify expenditure authority for the rollforward of funds and acceptance of additional funding; and

WHEREAS, the Board desires to Amend the Annual Budget Resolution No. 2025-19, Fiscal Year 2025-2026 Adopted Budget, to include funds awarded for the first phase of the Healdsburg Extension project and to fund the agreement with the Teamsters Union.

NOW, THEREFORE, BE IT RESOLVED that expenditure authority and position authority in Resolution No. 2025-19, Fiscal Year 2025-2026 Adopted Budget Appendix A is hereby amended.

BE IT FURTHER RESOLVED except as specifically amended or supplemented by this Resolution, Resolution No. 2025-19, together with all supplements, amendments, and exhibits thereto is, and shall continue to be, in full force and effect as originally adopted, and otherwise constrained herein shall, or shall be construed to, modify, invalidate, or otherwise affect and provision of Resolution No. 2025-19.

PASSED AND ADOPTED at a regular meeting of the Board of Directors of the Sonoma-Marin Area Rail Transit District held on the 17th day of September, 2025, by the following vote:

- DIRECTORS:**
AYES:
NOES:
ABSENT:
ABSTAIN:

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

ATTEST:

Samantha Frias, Interim Clerk of the Board of Directors
Sonoma-Marin Area Rail Transit District

Appendix A - Passenger Rail/Pathway Sources & Uses						
FISCAL YEAR 2025-2026 DRAFT BUDGET - SOURCES						
	FY 26 Budget	Amendment #1	Amendment #2	Amendment #3	Total	
Beginning Fund Balance *	\$ 61,508,650				\$ 61,508,650	
Revenues						
SMART S&U Tax						
Measure Q	\$ 48,300,300				\$ 48,300,300	
Measure Q Cost of Collection	\$ (683,796)	\$ (156,074)			\$ (839,870)	
Net Sales & Use Tax	\$ 47,616,504	\$ (156,074)			\$ 47,460,430	
Measure Q Roll Forward	\$ 3,975,611		\$ 425,957		\$ 4,401,568	
Transfer from Capital Fund	\$ -				\$ -	
Transfer from Corridor Reserve	\$ 1,500,000				\$ 1,500,000	
Subtotal	\$ 53,092,115	\$ (156,074)	\$ 425,957	\$ -	\$ 53,361,998	
Federal Funds						
5307 - Urbanized Area Formula Funds (Preventative Maintenance)	\$ 4,246,710				\$ 4,246,710	
5337 - Federal State of Good Repair Funds	\$ 4,937,716				\$ 4,937,716	
Discretionary Earmark	\$ 1,520,000		\$ 97,144		\$ 1,617,144	
FTA / OBAG 2 - Hanna Ranch to Vintage Way	\$ 91,600				\$ 91,600	
FTA/ OBAG 3 - Hanna Ranch to Vintage Way	\$ 171,750				\$ 171,750	
Subtotal	\$ 10,967,776	\$ -	\$ 97,144	\$ -	\$ 11,064,920	
State Funds						
AHSC - Affordable Housing and Sustainable Communities	\$ 1,610,000				\$ 1,610,000	
ATP - Active Transportation Program	\$ -		\$ 99,429		\$ 99,429	
Caltrans Sustainability Communities Competative Planning Grant	\$ 159,354				\$ 159,354	
ITIP - Complete Streets	\$ 896,000				\$ 896,000	
LCTOP - Low Carbon Transit Operating	\$ 760,918				\$ 760,918	
LPP - Local Partnership Program	\$ 727,443	\$ 200,000			\$ 927,443	
SRA - State Rail Assistance	\$ 3,700,000				\$ 3,700,000	
STA - State Transit Assistance (Population)	\$ 1,309,770		\$ (42,817)		\$ 1,266,953	
STA - State Transit Assistance (Revenue)	\$ 2,094,129				\$ 2,094,129	
STA - MASCOTS	\$ -		\$ 800,000		\$ 800,000	
STA - SGR (State of Good Repair)	\$ 363,183				\$ 363,183	
State Funds - Shuttle Service	\$ 250,000				\$ 250,000	
TIRCP - Petaluma Station	\$ -		\$ 150,000		\$ 150,000	
TIRCP - Windsor to Healdsburg Project Development	\$ 1,380,000		\$ (113,680)		\$ 1,266,320	
TIRCP - Windsor to Healdsburg Phase I				\$ 33,359,000	\$ 33,359,000	
Subtotal	\$ 13,250,797	\$ 200,000	\$ 892,932	\$ 33,359,000	\$ 14,343,729	
Regional Funds						
Regional Measure 3 (RM3)	\$ 1,048,400				\$ 1,048,400	
MTC - MASCOTS	\$ -	\$ 600,000	\$ (600,000)		\$ -	
Subtotal	\$ 1,048,400	\$ 600,000	\$ (600,000)	\$ -	\$ 1,048,400	
Other Sources						
Advertising	\$ 175,000				\$ 175,000	
Charges for Services	\$ 112,851				\$ 112,851	
Fare Revenues - Passenger Rail	\$ 2,541,000				\$ 2,541,000	
Fare Revenues - Shuttle	\$ 8,000				\$ 8,000	
Interest Earning	\$ 800,000				\$ 800,000	
Misc.	\$ 55,885				\$ 55,885	
Parking	\$ 17,580				\$ 17,580	
Rent - Real Estate	\$ 494,025				\$ 494,025	
Other Governments/Private Sector	\$ 1,534,821		\$ 31,136		\$ 1,565,956	
Subtotal	\$ 5,739,161	\$ -	\$ 31,136	\$ -	\$ 5,770,297	
Total Revenues	\$ 84,098,249	\$ 643,926	\$ 847,169	\$ 33,359,000	\$ 85,589,344	
Total Revenues + Fund Balance	\$ 145,606,899	\$ 643,926	\$ 847,169	\$ 33,359,000	\$ 180,456,994	
FISCAL YEAR 2025-2026 DRAFT BUDGET - USES						
	FY 26 Budget	Amendment #1	Amendment #2	Amendment #3	Total	
Debt Service	\$ 16,996,844				\$ 16,996,844	
Salaries & Benefits	\$ 30,549,100	\$ 1,046,346		\$ 87,417	\$ 31,682,864	
Reduction for Salaries Charged to Projects	\$ (1,663,687)				\$ (1,663,687)	
Reduction for Allocation of Salaries/ Services/ Supplies to Freight	\$ (34,944)				\$ (34,944)	
Service & Supplies	\$ 18,382,301	\$ 221,819			\$ 18,604,120	
Total Salaries, Benefits, Service, & Supplies	\$ 47,232,770	\$ 1,268,165	\$ -	\$ 87,417	\$ 48,588,352	
Contribution to OPEB/ CalPERS Liability Fund	\$ 750,000				\$ 750,000	
Contribution to Capital Sinking Fund	\$ 1,000,000				\$ 1,000,000	
Operating Reserve	\$ 1,231,027				\$ 1,231,027	
Total Reserve Contributions	\$ 2,981,027	\$ -	\$ -	\$ -	\$ 2,981,027	
Total Debt Service, Operating, Reserves	\$ 67,210,640	\$ 1,268,165	\$ -	\$ 87,417	\$ 68,566,223	
Balance	\$ 78,396,259	\$ (624,239)	\$ 847,169	\$ 33,271,583	\$ 111,890,771	
Non-Capital Projects	\$ 4,658,214		\$ 2,763,789		\$ 7,422,003	
Total Non-Capital Projects	\$ 4,658,214	\$ -	\$ 2,763,789	\$ -	\$ 7,422,003	
State of Good Repair and Projects	\$ 8,831,723				\$ 8,831,723	
Total State of Good Repair	\$ 8,831,723	\$ -	\$ -	\$ -	\$ 8,831,723	
Capital Projects						
Equipment	\$ 2,576,151				\$ 2,576,151	
Facilities	\$ 6,683,886		\$ (2,123,803)	\$ 33,359,000	\$ 37,919,083	
Infrastructure	\$ -		\$ 50,000		\$ 50,000	
Non-Revenue Vehicles	\$ 346,000	\$ 276,000			\$ 622,000	
Land Acquisition	\$ -				\$ -	
Total Capital Expenditures	\$ 9,606,037	\$ 276,000	\$ (2,073,803)	\$ 33,359,000	\$ 41,167,234	
Ending Fund Balance	\$ 55,300,285	\$ (900,239)	\$ 157,183	\$ (87,417)	\$ 54,469,811	

Appendix C - Position Authorization

# of Positions	Position Title	Hourly		Annual	
		Min	Max	Min	Max
Administive					
1	Accountant I	\$ 38.39	\$ 47.99	\$ 79,851.20	\$ 99,819.20
1	Accounting Manager	\$ 67.73	\$ 84.66	\$ 140,878.40	\$ 176,092.80
1	Accounts Payable Technician	\$ 32.29	\$ 40.36	\$ 67,163.20	\$ 83,948.80
3	Administrative Assistant	\$ 33.10	\$ 41.38	\$ 68,848.00	\$ 86,070.40
1	Assistant General Counsel	\$ 93.38	\$ 116.73	\$ 194,230.40	\$ 242,798.40
1	Associate Planner	\$ 44.30	\$ 55.38	\$ 92,144.00	\$ 115,190.40
1	Budget and Finance Manager	\$ 67.73	\$ 84.66	\$ 140,878.40	\$ 176,092.80
1	Buyer I	\$ 39.15	\$ 48.90	\$ 81,432.00	\$ 101,712.00
1	Chief Financial Officer	\$ 122.45	\$ 153.06	\$ 254,696.00	\$ 318,364.80
1	Clerk of the Board/ Executive Assistant	\$ 47.94	\$ 59.93	\$ 99,715.20	\$ 124,654.40
2	Communications and Marketing Coordinator	\$ 41.33	\$ 51.66	\$ 85,966.40	\$ 107,452.80
1	Communications and Marketing Manager	\$ 76.64	\$ 95.80	\$ 159,411.20	\$ 199,264.00
1	Communications and Marketing Specialist	\$ 56.98	\$ 71.23	\$ 118,518.40	\$ 148,158.40
1	General Counsel	\$ 122.52	\$ 153.15	\$ 254,841.60	\$ 318,552.00
1	Limited Term General Counsel (August 31st)	\$ 122.52	\$ 153.15	\$ 254,841.60	\$ 318,552.00
1	General Manager	\$ 156.92	\$ -	\$ 326,393.60	\$ -
2	Grants and Budget Analyst	\$ 54.24	\$ 67.80	\$ 112,819.20	\$ 141,024.00
1	Grants and Legislative Affairs Manager	\$ 78.52	\$ 98.15	\$ 163,321.60	\$ 204,152.00
1	Human Resources Analyst	\$ 47.71	\$ 59.58	\$ 99,236.80	\$ 123,926.40
1	Human Resources Manager	\$ 76.64	\$ 95.80	\$ 159,411.20	\$ 199,264.00
1	Information Systems Analyst	\$ 47.94	\$ 59.93	\$ 99,715.20	\$ 124,654.40
1	Information Systems Manager	\$ 78.56	\$ 98.20	\$ 163,404.80	\$ 204,256.00
1	Information Systems Technician	\$ 42.37	\$ 52.96	\$ 88,129.60	\$ 110,156.80
1	Legal Administrative Assistant	\$ 38.39	\$ 47.99	\$ 79,851.20	\$ 99,819.20
1	Ops Information Systems Technician	\$ 45.63	\$ 57.04	\$ 94,910.40	\$ 118,643.20
1	Payroll Technician	\$ 34.07	\$ 42.59	\$ 70,865.60	\$ 88,587.20
1	Planning Manager	\$ 76.64	\$ 95.80	\$ 159,411.20	\$ 199,264.00
1	Procurement and Contracts Analyst	\$ 50.37	\$ 62.96	\$ 104,769.60	\$ 130,956.80
1	Procurement and Contracts Manager	\$ 71.16	\$ 88.95	\$ 148,012.80	\$ 185,016.00
1	Real Estate Manager	\$ 84.55	\$ 105.69	\$ 175,864.00	\$ 219,835.20
1	Regulatory Compliance & Civil Rights Manager	\$ 76.64	\$ 95.80	\$ 159,411.20	\$ 199,264.00
1	Senior Buyer	\$ 55.60	\$ 69.50	\$ 115,648.00	\$ 144,560.00
1	Senior Management Analyst	\$ 61.33	\$ 76.66	\$ 127,566.40	\$ 159,452.80
1	Senior Planner	\$ 56.98	\$ 71.23	\$ 118,518.40	\$ 148,158.40
1	Senior Real Estate Officer	\$ 56.95	\$ 71.19	\$ 118,456.00	\$ 148,075.20
	Interns (Multiple)		\$ 20.00	\$ -	\$ 41,600.00
39					
# of Positions	Position Title				
Capital					
2	Assistant Engineer	\$ 50.37	\$ 62.96	\$ 104,769.60	\$ 130,956.80
2	Associate Engineer	\$ 58.41	\$ 73.01	\$ 121,492.80	\$ 151,860.80
1	Chief Engineer	\$ 100.47	\$ 125.59	\$ 208,977.60	\$ 261,227.20
1	Junior Engineer	\$ 43.44	\$ 54.30	\$ 90,355.20	\$ 112,944.00
1	Manager Train Control Systems	\$ 100.47	\$ 125.59	\$ 208,977.60	\$ 261,227.20
1	Principal Engineer	\$ 78.56	\$ 98.20	\$ 163,404.80	\$ 204,256.00
1	Senior Engineer	\$ 67.73	\$ 84.66	\$ 140,878.40	\$ 176,092.80
9					

# of Positions	Position Title				
Operations					
1	Administrative Services Specialist	\$ 47.93	\$ 59.91	\$ 99,694.40	\$ 124,612.80
4	Bridge Tender	\$ -	\$ 37.26	\$ -	\$ 77,500.80
1	Chief Operating Officer	\$ 105.65	\$ 132.06	\$ 219,752.00	\$ 274,684.80
1	Chief of Police	\$ 91.04	\$ 113.80	\$ 189,363.20	\$ 236,704.00
3	Code Compliance Officer	\$ 37.45	\$ 46.81	\$ 77,896.00	\$ 97,364.80
6	Conductor *	\$ -	\$ 46.88	\$ -	\$ 97,510.40
	Conductor Trainee*	\$ -	\$ 39.86	\$ -	\$ 82,908.80
33	Engineer *	\$ -	\$ 56.37	\$ -	\$ 117,249.60
	Engineer Trainee*	\$ -	\$ 47.91	\$ -	\$ 99,652.80
1	Facilities Maintenance Supervisor		\$ 66.75	\$ -	\$ 138,840.00
3	Facilities Maintenance Technician		\$ 44.81	\$ -	\$ 93,204.80
2	Inventory and Parts Clerk	\$ 34.07	\$ 42.59	\$ 70,865.60	\$ 88,587.20
1	Materials Sourcing Specialist	\$ 39.33	\$ 49.16	\$ 81,806.40	\$ 102,252.80
1	Inventory and MMS Manager	\$ 61.34	\$ 76.68	\$ 127,587.20	\$ 159,494.40
1	Lead Facility Maintenance Engineer	\$ -	\$ 49.29	\$ -	\$ 102,523.20
1	Maintenance of Way Manager	\$ 80.52	\$ 100.65	\$ 167,481.60	\$ 209,352.00
1	Maintenance of Way Superintendent	\$ 67.73	\$ 84.66	\$ 140,878.40	\$ 176,092.80
4	Operation Communication Specialist	\$ 38.39	\$ 47.99	\$ 79,851.20	\$ 99,819.20
1	Safety & Compliance Officer	\$ 69.40	\$ 86.75	\$ 144,352.00	\$ 180,440.00
1	Senior Administrative Assistant	\$ 36.53	\$ 45.66	\$ 75,982.40	\$ 94,972.80
1	Senior Code Compliance Officer	\$ 43.07	\$ 53.83	\$ 89,580.40	\$ 111,969.52
2	Signal Supervisor	\$ -	\$ 71.17	\$ -	\$ 148,033.60
9	Signal Technician **	\$ -	\$ 61.65	\$ -	\$ 128,232.00
	Signal Technician Trainee (2) **	\$ -	\$ 46.24	\$ -	\$ 96,179.20
3	Track Maintenance - Laborers	\$ -	\$ 34.84	\$ -	\$ 72,467.20
5	Track Maintainer I	\$ -	\$ 46.16	\$ -	\$ 96,012.80
2	Track Maintainer II	\$ -	\$ 50.77	\$ -	\$ 105,601.60
2	Track Maintenance Supervisor	\$ -	\$ 67.26	\$ -	\$ 139,900.80
1	Transportation Manager	\$ 80.52	\$ 100.65	\$ 167,481.60	\$ 209,352.00
1	Transportation Superintendent	\$ 67.73	\$ 84.66	\$ 140,878.40	\$ 176,092.80
12	Transportation Supervisor	\$ 59.87	\$ 74.84	\$ 124,529.60	\$ 155,667.20
11	Vehicle Maintenance - Laborers		\$ 34.31	\$ -	\$ 71,364.80
1	Vehicle Maintenance Manager	\$ 80.52	\$ 100.65	\$ 167,481.60	\$ 209,352.00
5	Vehicle Maintenance Supervisor	\$ 59.87	\$ 74.84	\$ 124,529.60	\$ 155,667.20
13	Vehicle Maintenance Technician ***		\$ 54.23	\$ -	\$ 112,798.40
	Vehicle Maintenance Tech Trainee (2) ***		\$ 40.67	\$ -	\$ 84,593.60
134					
Freight					
0.5	Administrative Assistant	\$ 33.10	\$ 41.38	\$ 68,848.00	\$ 86,070.40
1	Freight Manager	\$ 80.52	\$ 100.65	\$ 167,481.60	\$ 209,352.00
3	Freight Utility Worker	\$ 37.45	\$ 46.81	\$ 77,896.00	\$ 97,364.80
2	Freight Utility Worker/ Dispatcher	\$ 37.45	\$ 46.81	\$ 77,896.00	\$ 97,364.80
6.5					
Total FTE	188.5				

- * Total positions cannot exceed 39.
- ** Total positions cannot exceed 9.
- *** Total positions cannot exceed 13.



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

September 17, 2025

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

SUBJECT: Healdsburg Extension Project

Dear Board Members:

RECOMMENDATION: Adopt Resolution No. 2025-26, awarding Phase I Agreement No. CV-DB-25-001 for the Healdsburg Extension Project to Stacy and Witbeck/Herzog, A Joint Venture

SUMMARY:

Adopt Resolution No. 2025-26, awarding a Progressive Design-Build Phase I Agreement to Stacy and Witbeck/Herzog, A Joint Venture in an amount of \$21,754,398.54 to complete Phase 1 work consisting of field investigations, surveys, and engineering design to a 65 percent level.

BACKGROUND:

SMART has secured funding to extend the rail and pathway system from Windsor to, and through, Healdsburg for an approximately 9-mile extension. The Project is funded with Federal, State, Regional and local funding.

This 9-mile route has been out of service since 1998 and is not in a condition to support rail service, let alone high-speed passenger rail service. The project requires rail improvements consisting of reconstructing the track, improving drainage, building a station platform, reconstructing at-grade crossings, replacing and/or rehabilitating bridges, installing train signaling and communications systems in what is currently dark territory (no signaling system). The project also includes constructing a bicycle and pedestrian pathway along the track.

In 2024, the State of California through California Public Contract Code §22180, authorized transit agencies to use the progressive design-build contracting method to deliver projects. This is a modified form of the traditional design-build contracting method that divides the work into two phases: 1) Preliminary Design and Engineering; and 2) Final Design and Construction. In this method of contracting, the owner contracts with a Progressive Design-Build Contractor at the earliest possible stage to develop the design together and work through risk items from the earliest stages of project definition. This differs from the Traditional Design-Build contracting method which requires the owner to complete a 30% bridging design package first before contracting with the Design-Build Contractor. In the Progressive Design-Build contracting method, the owner and Contractor concurrently prepare independent cost estimates for the Phase II work and compare "open book" estimates to get to an agreed upon Guaranteed Maximum Price (GMP) for the Phase II work.

This collaborative effort reduces costs by mitigating risks throughout the Phase I Preliminary Design and Engineering stage. This effort concludes with the owner awarding Phase II Amendments into the Phase I Agreement to include the Phase II Final Design and Construction work for a GMP, which at this point is like the Traditional Design-Build method.

SMART chose to utilize the newly authorized Progressive Design-Build contracting method for the Healdsburg Extension to better control costs, manage work scope and expedite the delivery of the project. A key part of the Progressive Design-Build method is “open book” price evaluation. As the design is advanced in Phase I, the owner and the contractor are each preparing a cost estimate based upon the mutually agreed upon scope of work. To simplify this process, the Proposers submitted, and were scored on, project overhead and profit percentages. Thus, the development of the Phase II cost for Final Design and Construction boils down to evaluating labor costs, production rates, level of effort, and material costs. Should the Owner and the Contractor not reach mutual agreement on a Guaranteed Maximum Price for Phase II Final Design and Construction work, the Owner can choose to conclude the effort and terminate the contract. In this case, the completed 65 percent level engineering design work is not wasted, it can be used in a separate contracting effort to procure another Contractor to advance the project.

SMART conducted a competitive procurement process by issuing a Request for Qualifications on March 22, 2025. The solicitation was widely advertised in trade journals, newspapers, SMART’s Bidder Lists, the Small Business Enterprise Exchange, the Mass Transit Newsletter, SMART’s Website, and other related outreach outlets. SMART held an in-person Pre-Proposal Conference on April 14, 2025, with over 61 attendees consisting of General Contractors, Consultants, and Subcontractors.

SMART was fortunate to receive three excellent proposals on June 30, 2025, from the following three Proposers:

1. Atkinson/Clark, a JV
2. Myers-Shimmick, a Joint Venture
3. Stacy and Witbeck/Herzog, a Joint Venture

SMART assembled an Evaluation Committee that included representatives from SMART and one representative from the City of Healdsburg. The comprehensive evaluation process included the following steps:

- Step 1 – Responsiveness Evaluation
- Step 2A – Responsibility Evaluation
- Step 2B – Financial and Resource Capacity Evaluation
- Step 3 – Technical and Price Evaluation

The Technical and Price Evaluation included the following an evaluation of the Proposed Team Organization and Structure, Key Personnel Qualifications and Technical Experience, Project Approach and Schedule, Subcontracting Plan and Approach, Project Controls Approach and Safety Culture, Demonstrated History of Performing Similar Work, and Pricing.

- Step 4 – Interviews with All Proposers
- Step 5 – Established a Shortlist, which included the top two Proposers as finalists.
- Step 6 – Key Personnel and Project Reference Checks
- Step 7 – Best and Final Offer (BAFO) process

At the conclusion of the evaluation process, the Evaluation Committee reached a determination that Stacy and Witbeck/Herzog, a Joint Venture, the highest-ranking Proposer, submitted the Proposal that provided the overall best value to SMART and was selected for award.

Staff recommends approving Resolution 2025-26 which will authorize the General Manager to execute Phase I Agreement No. CV-DB-25-001 with Stacy and Witbeck/Herzog, a Joint Venture in an amount of \$21,754,398.54 to complete Phase I work consisting of field investigations, surveys, and engineering design to a 65 percent level. Resolution 2025-26 also provides the General Manager with \$1,000,000 in signatory authority to execute change orders or amendments as necessary to advance the project.

FISCAL IMPACT: This Phase I Agreement and supporting effort is funded in the Fiscal Year 2025 Board Adopted Budget and Amendment #3 presented to the Board of Directors Board Item 8.

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

Sincerely,

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

Attachment(s):

- 1) Resolution 2025-26 - Award a Progressive Design-Build Phase I Agreement
- 2) Stacy and Witbeck/Herzog Agreement No. CV-DB-25-001 Phase I Agreement

RESOLUTION OF THE BOARD OF DIRECTORS OF THE SONOMA-MARIN AREA RAIL TRANSIT DISTRICT APPROVING THE PROGRESSIVE DESIGN-BUILD PHASE I AGREEMENT NO. CV-DB-25-001 WITH STACY AND WITBECK/HERZOG, A JOINT VENTURE FOR PHASE I PRELIMINARY ENGINEERING AND DESIGN OF THE HEADLSBURG EXTENSION PROJECT

WHEREAS, The Sonoma-Marín Area Rail Transit District (SMART) has received funding to extend passenger rail service and accompanying pathways from Windsor to Healdsburg; and

WHEREAS, SMART has completed environmental review in accordance with CEQA; and

WHEREAS, SMART is authorized to utilize a progressive design-build alternate delivery contracting method through California Public Contract Code §22180; and

WHEREAS, SMART initiated a formal Request for Qualifications (RFQ) for Progressive Design-Build Phase I Agreement No. CV-DB-25-001 on March 22, 2025, which was widely advertised in trade journals, newspapers, SMART’s Bidder Lists, the Small Business Enterprise Exchange, the Mass Transit Newsletter, SMART’s Website, and other related outreach outlets; and

WHEREAS, SMART conducted a pre-proposal conference for interested contractors on April 14, 2025; and

WHEREAS, SMART received three responsive Proposals on June 30, 2025; and

WHEREAS, SMART, through an Evaluation Committee, evaluated the written proposals, performed responsibility and financial capacity reviews, interviewed the proposer teams, developed a shortlist of the top two Proposers, conducted reference checks and solicited a best and final offer from the short listed proposers; and

WHEREAS, the Evaluation Committee at the conclusion of the evaluation process, made the determination that Stacy and Witbeck/Herzog, a Joint Venture was the highest-ranking Proposer that provided the best value to SMART; and

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

1. The foregoing Recitals are true and correct and are incorporated herein and form a part of this Resolution.
2. The General Manager is authorized to execute Phase I Agreement No. CV-DB-25-001 with Stacy and Witbeck/Herzog, a Joint Venture in the amount of \$21,754,398.54 for Phase I progressive design-build services.
3. The General Manager is authorized to execute change orders and amendments to the Phase I Amendment No. CV-DB-25-001 up to \$1,000,000.

Resolution No. 2025-26
Sonoma-Marín Area Rail Transit District
September 17, 2025

PASSED AND ADOPTED at a regular meeting of the Board of Directors of the Sonoma-Marín Area Rail Transit District held on the 17th day of September 2025, by the following vote:

DIRECTORS:

AYES:

NOES:

ABSENT:

ABSTAIN:

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

ATTEST:

Samantha Frias, Interim Clerk of the Board of Directors
Sonoma-Marín Area Rail Transit District

PHASE I AGREEMENT

This Phase I Agreement (the “Agreement”), dated as of September 17, 2025 (the “Effective Date”) is by and between the Sonoma-Marín Area Rail Transit District (hereinafter “SMART”), and Stacy and Witbeck / Herzog, A Joint Venture whose place of business is located at 2800 Harbor Bay Parkway, Alameda, CA 94502 under California Contractor’s License Number 959024 and Department of Industrial Registration Number 1000033290 (hereinafter the “Progressive Design-Build Entity” or “PDBE ”) (each a “Party” and collectively the “Parties”).

RECITALS

WHEREAS, PDBE represents that it is duly qualified, licensed, and experienced in the areas of designing and constructing heavy rail track, stations, bridges, communication systems, train control systems, pathways, and related civil and architectural improvements; and

WHEREAS, pursuant to California Public Contract Code § 22180 *et seq.*, SMART is authorized to use progressive design-build (or “progressive DB”) for public works projects in excess of \$5 million; and

WHEREAS, in the judgment of the Board of Directors of SMART, it is necessary and desirable to employ the services of PDBE to provide all Phase I Work, including all design and engineering sufficient to establish a Guaranteed Maximum Price (“GMP”) for the Healdsburg Extension Project (the “Project”) and support for the design and construction of civil, structures, systems, and architectural improvements for the Project; and

WHEREAS, PDBE and SMART agree that all Phase I Work, including all design and engineering sufficient to establish a Guaranteed Maximum Price (“GMP”) for any of the “Optional Work” and support for the design and construction of civil, structures, systems, and architectural improvements for the “Optional Work” requires a formal written amendment to this Agreement prior to any work being performed for the “Optional Work”; and

NOW, THEREFORE, in consideration of the foregoing recitals, which by this reference are incorporated into this Agreement, and the mutual covenants contained herein, and for good and valuable consideration, the Parties hereto agree as follows:

AGREEMENT

ARTICLE 1. RECITALS.

Section 1.01 Accuracy of Recitals. The above Recitals are true and correct.

ARTICLE 2. LIST OF EXHIBITS.

Section 2.01 Identification of Exhibits. The following exhibits are attached hereto and incorporated herein:

- (a) Exhibit A: Phase I Scope of Work & Timeline;
- (b) Exhibit B: Schedule of Rates; and
- (c) Exhibit C: FRA & DOT Requirements.

ARTICLE 3. ENTIRE AGREEMENT.

Section 3.01 Progressive Design-Build Contract. The Progressive Design-Build Contract (the “Progressive DB Contract”) includes this Phase I Agreement; any amendments or Change Orders to this Agreement; and, specifically, if pre-construction and design and engineering services sufficient to establish a GMP are successfully completed and the Guaranteed Maximum Price Proposal (the “GMP Proposal”) is accepted by SMART, the Phase II Amendment(s), including all exhibits, amendments, and Change Orders thereto and all provisions required by law to be inserted in the Progressive DB Contract whether actually inserted or not.

Section 3.02 Entire Agreement. The Progressive DB Contract, including all documents and specifications incorporated therein by reference, constitute the entire agreement between SMART and PDBE with respect to the Work, and supersede any prior oral or written agreements, understandings and commitments.

Section 3.03 Order of Precedence. This Phase I Agreement, together with the Notice to Proceed (“NTP”); the exhibits listed in Article 2; any amendments and Change Orders to this Agreement; and, specifically, a Phase II Amendment, including any exhibits, amendments, and Change Orders thereto, constitute the entire Progressive DB Contract between the Parties with respect to the subject matter. However, in the event of conflict between the terms of this Phase I Agreement and the referenced documents, the conflict shall be resolved in accordance with the following order of precedence:

- (a) Phase II Amendment(s), including any exhibits, amendments, and Change Orders thereto, if executed;
- (b) Any earlier amendments or Change Orders to this Phase I Agreement;
- (c) This Agreement;
- (d) Exhibit A – Phase I Scope of Work & Timeline;
- (e) Exhibit B – Schedule of Rates;
- (f) Exhibit C – FRA & DOT Requirements; and
- (g) The NTP.

Section 3.04 More Stringent Requirements Prevail. If there is any conflict, ambiguity, or inconsistency between any of the provisions in the Progressive DB Contract having the same order of precedence (including all exhibits), the more stringent requirement will prevail.

Section 3.05 Effect of Amendment. An amendment, modification, or change to this Progressive DB Contract shall take precedence over the term it amends and with respect to the other terms of this Progressive DB Contract, will take its precedence from the term it amends in accordance with this Section 3.03. All other documents and terms and conditions not affected by the amendment, modification, or change shall remain unchanged.

Section 3.06 Lower Priority Requirements. Additional or supplemental details or requirements in a provision of the Progressive DB Contract with lower priority will be given effect, except to the extent that they irreconcilably conflict with any provision of the Progressive DB Contract with higher priority.

Section 3.07 Effect of Phase I Agreement. The provisions of this Phase I Agreement shall remain in full force and effect except where superseded by changes made pursuant to a written amendment or Change Order, and subject to the order of precedence identified in Section 3.03.

Section 3.08 No Commitment. Execution of this Phase I Agreement is in no way an indication or commitment that SMART will accept any GMP Proposal or that the Phase II Amendment will be executed with PDBE or any third party and does not imply any obligation on the part of SMART to do so. Any reliance by PDBE on this Phase I Agreement as indicative that a Phase II Amendment will be executed is at PDBE's own risk. SMART will not be liable for such reliance or for any costs associated therewith.

ARTICLE 4. DEFINITIONS

Section 4.01 Definitions. The following definitions shall apply to the initially capitalized terms used throughout the Progressive DB Contract.

- (a) “**Affiliate**” shall mean any person which directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with PDBE or any joint venture member or general partner of PDBE. An Affiliate may also be any person for which 10% or more of the equity interest in such person is held directly or indirectly, beneficially or of record, by the following:
 - (i) PDBE; or
 - (ii) any joint venture member or general partner of PDBE.

For purposes of this definition, the term "control" means the possession, directly or indirectly, of the power to cause the direction of the management of a person, whether through voting securities, by contract, by family relationship, or otherwise.

- (b) “**Agreement**” shall mean this instrument, executed by the Parties.
- (c) “**Baseline Document**” shall mean, along with the Progressive DB Contract, those documents (drawings, specifications, manuals, reports, studies, assessments) that define the minimum contractual obligations of PDBE, the design configuration and parameters that form the basis on which 100% final design documents shall be

developed, and the basis for the construction documents that will define PDBE's construction obligations. The Baseline Documents are contractual, intended to provide the design configuration basis upon which PDBE shall develop its 100% final design and construction documents, intended along with Progressive DB Contract to provide the basis on which PDBE shall develop its submitted GMP Proposal, and that PDBE will be contractually obligated to comply with all terms and conditions included in the Progressive DB Contract.

- (d) **“Baseline Drawings”** shall mean the plans included in the Baseline Documents.
- (e) **“Change Order”** shall mean a written order authorized by SMART and issued to PDBE amending the Progressive DB Contract with or without PDBE's signature.
- (f) **“Construction Drawings”** shall mean drawings prepared and furnished by PDBE based upon the requirements of the Progressive DB Contract to present the final design for construction of the facilities, procurement of fabrication of the equipment and materials, and installation of the equipment.
- (g) **“Construction Specifications”** shall mean those specifications developed by PDBE to define and control the specific requirements, conditions, means, and methods to be used on the Progressive DB Contract. Construction Specifications will be based on the Baseline Documents and Progressive DB Contract and shall provide finished products that meet or exceed the quality requirements of the Progressive DB Contract. Construction Specifications are subject to the review and approval of the SMART Manager during design reviews.
- (h) **“Design Work”** shall mean all Work related to the design, redesign, engineering, or architecture of the Project.
- (i) **“Early Works Package”** shall mean any Phase II Work that is proposed (or directed) to be performed prior to negotiation and agreement of a GMP Proposal, subject to submission, negotiation, and agreement of an Early Works Package GMP Proposal; execution of an Early Works Package Phase II Amendment; and issuance of a Notice to Proceed for the Early Works Package.
- (j) **“Early Works Package Guaranteed Maximum Price Proposal”** or **“Early Works GMP Proposal”** shall mean PDBE's proposal for the performance of an Early Works Package.
- (k) **“Early Works Package Phase II Amendment”** shall mean an amendment to this Agreement, executed by the Parties, for an Early Works Package.
- (l) **“Effective Date”** shall mean the date identified as the Effective Date above.
- (m) **“Guaranteed Maximum Price”** or **“GMP”** shall mean the maximum payment amount agreed upon by SMART and PDBE for PDBE to finish all remaining design, preconstruction, and construction activities sufficient to complete and close out the Project.

- (n) **“Guaranteed Maximum Price Proposal”** or **“GMP Proposal”** shall mean PDBE’s proposal for the performance of the Phase II Work in the form set out in Exhibit A.
- (o) **“Jobsite”** shall mean “Site.”
- (p) **“Key Personnel”** shall mean the personnel identified in Section 6.04(e).
- (q) **“Non-Transit Facilities”** shall mean facilities which are not a part of the SMART System.
- (r) **“Notice to Proceed”** or **“NTP”** shall mean an authorization from SMART to PDBE specifying the date on which the Phase I Work, Optional Work, an Early Works Package, or the Phase II Work (as applicable) is to commence.
- (s) **“Optional Work”** shall mean rail, station, system, and pathway work from the Healdsburg Project terminus to Geyserville.
- (t) **“Party”** shall mean each of SMART and PDBE (together the **"Parties"**).
- (u) **“Phase I Agreement”** shall mean this instrument, executed by the Parties.
- (v) **“Phase I Work”** shall mean the following:
 - (i) all Work required to be furnished, performed, or provided by PDBE with respect to, and to generate the results specified, indicated, or implied in, and within the timeline identified in, Exhibit A – Phase I Scope of Work & Timeline; and
 - (ii) all other Work required to be furnished, performed, or provided by PDBE under this Agreement prior to issuance of an NTP for the Phase II Work but excluding any Early Works Packages, which shall be deemed part of the Phase II Work.
- (w) **“Phase II Amendment”** shall mean an amendment to this Agreement, executed by the Parties, if agreement is reached for Phase II Work or for any Early Works Package.
- (x) **“Phase II Work”** shall mean the following:
 - (i) all Work required to be furnished, performed, or provided by PDBE with respect to, and to generate the results specified, indicated, or implied in, the Phase II Amendment;
 - (ii) any Work included in an Early Works Package; and
 - (iii) all other Work required to be furnished, performed, or provided by PDBE under any Phase II Amendment, including an Early Works

Package Phase II Amendment, on and from issuance of an NTP for the Phase II Work.

- (y) **“Progressive Design-Build Contract”** or **“Progressive DB Contract”** shall mean the written contract executed by SMART and PDBE covering the performance of the Work for the Project including this Agreement, as amended and including any and all Phase II Amendments agreed to and executed by the Parties.
- (z) **“Progressive Design-Build Entity”** or **“PDBE”** shall mean, as defined by Public Contract Code section 22185(c), a corporation, limited liability company, partnership, joint venture, or other legal entity that is able to provide appropriately licensed contracting, architectural, and engineering services as needed pursuant to a progressive design-build contract.
- (aa) **“Project”** shall mean the Healdsburg Extension Project that is the subject of this Agreement.
- (bb) **“Site”** shall mean the area to be occupied for construction and all adjacent areas and other related areas occupied or used by PDBE and Subcontractors during performance of the Work, including, storage areas, buildings staging areas, and areas for the production, procurement, storage, and disposal of earthwork, concrete, and paving materials, and similar materials and equipment.
- (cc) **“SMART Manager”** shall mean SMART’s Chief Engineer or designee.
- (dd) **“SMART System”** shall mean the Sonoma-Marine Area Rail Transit District system consisting of all real and personal property, including, right-of-way, tracks, structures, equipment, and appurtenances, owned or controlled by SMART.
- (ee) **“State”** shall mean the State of California.
- (ff) **“Subcontractor”** shall mean any person or persons, firm, partnership, joint venture, corporation, or combination thereof, or any other entity that contracts with PDBE or any Subcontractor of any tier, to perform a portion of the Work.
- (gg) **“Technical Specifications”** shall mean means the Project-specific technical specifications for the Project provided by SMART.
- (hh) **“Work”** shall mean all work, services, and obligations of PDBE described in the Progressive DB Contract, including the sum total of productive and operative efforts used to generate the results specified, indicated, or implied in the Progressive DB Contract to complete the fully functional facility or Project, including all of the following related activities to:
 - (i) perform all required Phase I Work, including all Design Work,

- (ii) develop and negotiate a GMP Proposal, including any Early Works GMP Proposals, and
- (iii) perform all required Phase II Work,

provided that the Work shall only include the Phase II Work to the extent a Phase II Amendment is agreed to and executed in accordance with this Agreement (or in the case of an Early Works Package, to the extent that an Early Works Package Phase II Amendment is agreed to and executed).

ARTICLE 5. REQUEST FOR SERVICES.

Section 5.01 Initiation Conference. SMART's Chief Engineer or designee (hereinafter "SMART Manager") will initiate all services, either in person, by telephone, or by email.

Section 5.02 Amount of Work. SMART does not guarantee a minimum or maximum amount of work under this Agreement.

ARTICLE 6. PHASE I SCOPE OF WORK.

Section 6.01 Phase I Scope of Work. PDBE shall perform the Phase I Work within the timeframe outlined in Exhibit A.

Section 6.02 Cooperation With SMART. PDBE shall cooperate with the SMART Manager in the performance of all work hereunder.

Section 6.03 Performance Standard. PDBE 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 PDBE's profession. If SMART determines that any of PDBE'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 PDBE to meet with SMART to review the quality of the work and resolve matters of concern;
- (b) require PDBE to repeat the work at no additional charge until it is satisfactory;
- (c) terminate this Agreement pursuant to the provisions of Article 11; or
- (d) pursue any and all other remedies at law or in equity.

Section 6.04 Assigned Personnel.

- (a) PDBE 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 PDBE to perform work hereunder, PDBE shall remove such person or persons immediately upon receiving written notice from SMART.

- (b) PDBE and its Subcontractors at every tier shall use a skilled and trained workforce to perform all work on the Project or Progressive DB Contract that falls within an apprenticeable occupation in the building and construction trades, in accordance with Chapter 2.9 (commencing with Section 2600) of Part 1 of California's Public Contract Code.
- (c) 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 PDBE are deemed by SMART to be 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. PDBE shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of SMART.
- (d) In the event that any of PDBE's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness, or other factors outside of PDBE's control, PDBE shall be responsible for timely provision of adequately qualified replacements.
- (e) PDBE shall assign the following Key Personnel for the term of this Agreement:
- Nick Slama, PDBE Representative (Project Manager)
 - Justin Wheeler, Principal Engineer (Civil/Rail)
 - *Justin Wheeler shall relocate to the Petaluma and Healdsburg area for Phase I Work and Phase II Work respectively for this Project.*
 - Richard Campbell, Structures Lead – Designer of Record
 - *Richard Campbell shall relocate to the Petaluma and Healdsburg area for Phase I Work and Phase II Work respectively for this Project.*
 - Shon Tulik, Train Control Engineer
 - Nicole English, Construction Manager
 - *Nicole English shall relocate to the Petaluma and Healdsburg area for Phase I Work and Phase II Work respectively for this Project.*
 - Katie Nance, Safety Representative
 - Nader Hassoun, Quality Control Manager
 - Mike Boraks, Design Quality Assurance Manager
- (f) PDBE shall assign the following Value-Add Personnel for the term of this Agreement:
- Joe Buschman, Structures Manager
 - *Joe Buschman shall relocate to the Petaluma and Healdsburg area for Phase I Work and Phase II Work respectively for this Project.*
 - Jim Prior, Lead Estimator
 - Dan Abernathy, Progressive Design-Build Coordinator

- Jared Moffat, Third-Party/Utility Coordinator

- (g) If PDBE fails to provide the Key Personnel or changes such Key Personnel without prior SMART approval, PDBE shall be required to pay liquidated damage amounts for each such situation as follows, for each position held by such individual, as deemed compensation to SMART for such losses:

Position	Liquidated Amount
PDBE Representative (Project Manager)	\$100,000
Principal Engineer (Civil/Rail)	\$75,000
Structures Lead - Designer of Record	\$50,000
Train Control Engineer	\$50,000

- (h) PDBE understands and agrees that any damages payable in accordance with Section 6.04(f) are in the nature of liquidated damages and not a penalty and that such sums are reasonable under the circumstances existing as of the date of the Progressive DB Contract. SMART shall have the right to deduct any amount owed by PDBE to SMART hereunder from any amounts owed by SMART to PDBE. Notwithstanding the foregoing, PDBE shall not be liable for liquidated damages under Section 6.04(f), if (i) PDBE removes or replaces such Key Personnel at the direction of SMART; or (ii) such Key Personnel is unavailable due to death, retirement, injury, illness, or no longer being employed by PDBE or a Subcontractor (provided that moving to an affiliated company shall not be considered grounds for avoiding liquidated damages); provided, however, in each such case, PDBE shall promptly propose to SMART a replacement for such Key Personnel, which individual shall be subject to SMART’s approval.
- (i) SMART will have the sole right in the acceptance of the proposed replacement Key Personnel. Following any SMART-approved substitution or replacement of a Key Personnel pursuant to the terms hereof, the new individual shall be considered a Key Person for all purposes under the Progressive DB Contract, including the provisions of this Section 6.04 relative to liquidated damages.

ARTICLE 7. PAYMENT.

Section 7.01 Payment Terms. For all services required hereunder, PDBE shall be paid in accordance with the following terms:

- (a) PDBE shall be paid on a lump sum and milestone basis for the satisfactory completion of the work described in Exhibit A “Phase I Scope of Work & Timeline” in accordance with the rates established in the Exhibit B “Schedule of Rates”.
- (b) The lump sum amount authorized under this Agreement is \$21,754,398.54, inclusive of any Phase I Work for the base “Project” and any Phase I Work related to the “Optional Work”.

- (c) Adjustment to the lump sum amount authorized under this Agreement may only be made by written amendment to this Agreement.
- (d) Progress payments may be authorized by the SMART Manager based on percent completion for each milestone. Payment will be made in arrears based on services performed and actual progress made.
- (e) PDBE shall submit its invoices in arrears in a form approved by SMART's Chief Financial Officer. The invoices shall detail the milestone name, the associated fee for that milestone, and certified payroll reports for all covered work.
- (f) If progress payments are authorized by SMART for some or all milestones, the invoice shall show a running total of the total milestone lump sum fee amount, the current progress payment amount being invoiced for, and the total invoiced-to-date amount for each milestone.
- (g) Additionally, PDBE shall include a running total of all payments made to its Small Business Enterprise ("SBE") and Disadvantaged Business Enterprise ("DBE") Subcontractors certified in the State of California. This report shall show the amount that will be paid based on the current invoice amount and the running total of total amounts paid to-date for each of those Subcontractors.
- (h) SMART shall pay PDBE within 30 days following submission of an accurate invoice.
- (i) PDBE 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 California Department of Industrial Relations ("DIR"). PDBE is responsible for paying the appropriate rate, including escalations that take place during the term of the Agreement.

Section 7.02 Federal Contract Cost Principles. PDBE agrees that 48 C.F.R. Part 31, "Contract Cost Principles and Procedures," shall be used to determine the allowability of individual terms of cost. PDBE also agrees to comply with federal procedures in accordance with 2 C.F.R. Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

Section 7.03 Unallowed Costs. Any costs for which payment has been made to PDBE that are determined by subsequent audit to be unallowable under 48 C.F.R. Part 31 or 2 C.F.R. Part 200 are subject to repayment by PDBE to SMART.

Section 7.04 Failure to Timely Submit Invoices. PDBE shall 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 PDBE to abide by these requirements may delay or prevent payment of invoices or cause such invoices to be returned to PDBE unpaid.

ARTICLE 8. TERM OF AGREEMENT.

Section 8.01 Term. The term of this Agreement shall remain in effect through June 30, 2029 following the Effective Date of this Agreement, unless extended pursuant to a written amendment or Change Order, including specifically any Phase II Amendment(s), or unless terminated earlier in accordance with the provisions of Article 11.

ARTICLE 9. FAILURE TO AGREE TO A PHASE II AMENDMENT.

Section 9.01 Notice of Failure to Agree. Without limiting SMART's rights under Article 11, SMART may by notice to PDBE, and in its sole discretion, make the following determination, whether or not such determination is made without entering into negotiations, during negotiations, or at the conclusion of any negotiations:

- (a) to not to proceed with requiring PDBE to submit a GMP Proposal, including as a result of a delay or failure in the satisfaction of the performance of the Phase I Work; or
- (b) to reject the GMP Proposal and not proceed to negotiate, agree, or execute a Phase II Amendment(s).

Section 9.02 Actions after Failure to Agree. The following actions apply upon delivery of a notice under Section 9.01 or a failure by either Party to execute a Phase II Amendment after acceptance of the GMP Proposal:

- (a) SMART may agree to an amendment or Change Order to this Phase I Agreement with PDBE or issue a Phase II Amendment for PDBE to perform and complete any part of the Phase II Work as an additional Early Works Package;
- (b) PDBE shall continue to perform and complete the Phase I Work (other than that part of the Phase I Work requiring preparation of a GMP Proposal or solely for the purposes of preparing a GMP Proposal) and any Early Works Packages authorized under an Early Works Package Phase II Amendment and any other on-going obligations under this Phase I Agreement, but shall be released from any obligation to perform any part of the Phase II Work that is not included in an Early Works Package Phase II Amendment;
- (c) SMART shall continue to perform any obligations relating to or arising from this Agreement and any Early Works Package Phase II Amendment, but shall be released from all obligations relating to or arising from any part of the Phase II Work that is not included in an Early Works Package Phase II Amendment;
- (d) upon SMART's written notice, PDBE shall assign to SMART in the manner, at the times, and to the extent directed by SMART, all of the right, title, and interest of PDBE in and to outstanding orders and Subcontracts for any remaining Phase I Work, including all Design Work necessary to further solicit completion of the Project (including any design support during construction);

- (e) upon completion and acceptance of the Phase I Work in accordance with this Agreement and of PDBE's obligations under this Section 9.02, this Agreement will expire in accordance with Article 8;
- (f) title to the Phase I Work will remain vested in or pass to SMART, and the Phase I Work and any PDBE-furnished documents which are provided to SMART by PDBE or Subcontractors pursuant to the Phase I Work may be used and disclosed by SMART;
- (g) SMART may, in its sole discretion, proceed with any other action as SMART deems appropriate for delivery of the Phase II Work that is not included in any Early Works Package Phase II Amendment, including soliciting from, negotiating with, or awarding a contract to any other person for any part of the Phase II Work that is not included in any Early Works Package Phase II Amendment;
- (h) SMART may, in its sole discretion, decide not to proceed with the Phase II Work that is not included in any Early Works Package Phase II Amendment; and
- (i) SMART may, in its sole discretion, elect by issuing a notice or the Parties may otherwise agree, to delete elements of the Phase II Work from the scope of the Progressive DB Contract. SMART may make such election to delete scope or the Parties may agree to such deletion of scope, either prior to submittal of a GMP Proposal or after submittal of a GMP Proposal where the GMP Proposal is accepted and agreed to in part but not in full and in either case such deletion of that scope will be documented in any Phase II Amendment. If a part of the Phase II Work is deleted from the scope of Progressive DB Contract under this Section 9.02(i), SMART may, in its sole discretion, proceed with any other action as SMART deems appropriate for delivery of that deleted scope, including soliciting from, negotiating with, or awarding a contract to any other person for any part of that deleted scope.

Section 9.03 PDBE Acknowledgment. PDBE acknowledges and agrees that:

- (a) nothing in this Agreement may be construed as an indication or representation to PDBE by SMART that SMART will accept and proceed with the Phase II Work or any Early Works Package;
- (b) SMART will, in its sole discretion, determine the following:
 - (i) whether or not it is in the interest of SMART and the general public for SMART to continue to work with PDBE after completion of the Phase I Work;
 - (ii) whether or not to proceed with requiring that PDBE submit a GMP Proposal;

- (iii) whether or not to accept any Early Works Package GMP Proposal or execute any Early Works Package Phase II Amendment for an Early Works Package; and
- (iv) whether or not to accept PDBE's GMP Proposal or execute the Phase II Amendment;
- (c) PDBE must not mobilize its resources or establish any accommodation, facilities, or presence on any part of the Site unless such mobilization is permitted under Article 10 or expressly directed by SMART where the Parties execute the Phase II Amendment (or an Early Works Package Phase II Amendment) and SMART issues an NTP for the Phase II Work (or applicable Early Works Package);
- (d) PDBE is not entitled to claim or seek payment from SMART of any amount as a result of SMART making a determination not to proceed with requiring submittal of a GMP Proposal, not to execute a Phase II Amendment (or any Early Works Package Phase II Amendment), not to authorize PDBE to perform the Phase II Work (in whole or part), or to award the Phase II Work (in whole or in part) to another person or taking any other action or exercising any other right under this Agreement; and
- (e) SMART's rights under this Article 9 are without prejudice to its rights and remedies for a PDBE default, including where such PDBE default results in a failure to agree to a Phase II Amendment.

ARTICLE 10. ACCESS TO SITE.

Section 10.01 Site Access. Prior to execution of the Phase II Amendment, SMART will, to the extent of SMART's ownership or rights of entry, provide PDBE with a temporary right of entry to such part of the Site and for such period of time as is reasonably requested by PDBE for the following purposes:

- (a) performing the Phase I Work; or
- (b) carrying out such other activities as SMART may approve by notice in its sole discretion.

Section 10.02 PDBE Obligations. PDBE shall exercise any such temporary rights of entry (and shall ensure that any contractors or Subcontractors does so) in the following manner:

- (a) that complies with PDBE's obligations under any issued rights of entry and any reasonable Site access and work health and safety policies and procedures then applicable to the Site (or relevant part of the Site); and
- (b) that does not unreasonably interfere with any SMART or third-party rights to the Site (or relevant part of the Site)

ARTICLE 11. TERMINATION.

Section 11.01 Termination Without Cause. SMART's obligation under this Agreement is contingent upon the availability of appropriated funds from which payment for Agreement purposes can be made. No legal liability on the part of SMART for any payment may arise until funds are made available by SMART for this Agreement and until PDBE 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 its sole discretion, to terminate this Agreement by giving 30 days written notice to PDBE.

Section 11.02 Termination for Cause. Notwithstanding any other provision of this Agreement, should PDBE 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 PDBE written notice of such termination, stating the reason for termination.

Section 11.03 Delivery of Work Product and Final Payment Upon Termination. In the event of termination by SMART, PDBE, within 14 days following the date of termination, shall deliver to SMART all materials and work product subject to Sections 9.02(f) and 16.08 through 16.10 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 11.04 Payment Upon Termination. Upon termination of this Agreement by SMART, PDBE 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 PDBE bear to the total services otherwise required to be performed for such total payment; provided, however, that if SMART terminates the Agreement for cause pursuant to Section 11.02, SMART shall deduct from such amount the amount of damage, if any, sustained by SMART by virtue of the breach of the Agreement by PDBE.

Section 11.05 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 12. INDEMNIFICATION

Section 12.01 Indemnification Obligation. As between SMART as one Party, and PDBE as the other Party, PDBE is deemed to assume responsibility and liability for all damage, loss, or injury of any kind or nature whatever to persons or property, public utilities and Non-Transit Facilities, caused by or resulting from or in connection with any action or omission on the part of PDBE or any of PDBE's officers, agents, directors, employees, or Subcontractors in their performance of the Work. To the maximum extent permitted by applicable law, PDBE shall indemnify, defend, and hold harmless SMART, and any and all of its directors, officers, agents, or employees from and against any and all claims, liabilities, losses, damages, or expenses (including attorneys' fees and related costs), whether direct or indirect, for loss of or damage to any property (including the property of SMART), for injury to or death of any person (including, an employee of

SMART, public utilities, and Non-Transit Facilities, or PDBE or its Subcontractors), or otherwise arising out of or relating to the performance of the Work and the Progressive DB Contract. This duty on the part of PDBE to indemnify, defend, and hold harmless SMART shall expressly include all claims and lawsuits brought against SMART where SMART is named as a defendant but is not the real party in interest, including all actions on stop notices brought by Subcontractors on this Progressive DB Contract.

Section 12.02 District Negligence. The foregoing indemnification obligation shall not apply to liability arising solely from adjudicated or admitted active negligence or willful misconduct of SMART or its directors, officers, agents, employees, or independent contractors who are directly responsible to SMART, or for defects in design furnished by such persons and subject to Section 12.03. If adjudicated or admitted active negligence or willful misconduct of SMART has contributed to a loss, PDBE shall not be obligated to indemnify SMART for the proportionate share of such claims, loss, damage, charge, or expense caused by the active negligence or willful misconduct of SMART.

Section 12.03 Project Design. Subject to this Article 12, and to the maximum extent permitted by law, PDBE shall release, defend, indemnify, and hold harmless SMART and its directors, officers, representatives, agents, consultants, and employees from and against any and all claims, damages, losses, liabilities, and costs, including attorneys' fees, arising out of, relating to, or resulting from errors, omissions, inconsistencies, or other defects in the Construction Drawings and Construction Specifications furnished by the PDBE, regardless of whether such errors, omissions, inconsistencies, or defects were also included in the Baseline Drawings, Baseline Documents, or Progressive DB Contract. PDBE agrees that, because the Baseline Drawings and Baseline Documents are subject to review and modification by PDBE, such documents shall not be deemed "design furnished" by SMART or any of its directors, officers, representatives, agents, consultants, and employees, as the term "design furnished" is used in Civil Code section 2782. PDBE agrees that this Section 12.03 constitutes an agreement governed by Civil Code section 2782.5, and hereby waives the benefit of Civil Code Section 2782 to the extent that it may be deemed to conflict with the provisions of this Section 12.03.

ARTICLE 13. INSURANCE.

Section 13.01 Required Insurances. With respect to performance of work under this Agreement, PDBE shall maintain and shall require all of its contractors, Subcontractors, consultants, and other agents to maintain, insurance as described below throughout the term of this Agreement and any amendments or Change Orders thereto, including the Phase II Amendment, if executed and as may be modified therein. If PDBE 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 PDBE. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to SMART.

- (a) Workers' Compensation and Employer's Liability Insurance. Workers' Compensation as required by the State of California, with statutory limits, and Employer's Liability insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease.

- (b) Commercial General Liability Insurance. Commercial General Liability insurance covering products-completed and ongoing operations, property damage, bodily injury, and personal injury using an occurrence policy form, in an amount no less than \$5,000,000 per occurrence, and \$10,000,000 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.
- (c) Automobile Liability 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.
- (d) Professional Liability Insurance (Errors and Omissions). Professional Liability insurance with limit no less than \$10,000,000 per occurrence or claim.
1. The policy shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information “property” of SMART in the care, custody, or control of the PDBE. If not covered under the PDBE’s liability policy, such “property” coverage of SMART may be endorsed onto the PDBE’s Cyber Liability Policy as covered property as follows:
 2. Cyber Liability coverage in an amount sufficient to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information “property” of SMART that will be in the care, custody, or control of the PDBE.
- (e) Drone Liability (aka Aviation Liability Insurance). This applies if any drones will be used during the performance of any Work., on an “occurrence” basis, including products and completed operations, property damage, and bodily injury with limits no less than \$1,000,000 per occurrence, and \$2,000,000 in the aggregate. This coverage may also be provided by endorsement to a Commercial General Liability policy.

Section 13.02 Endorsements. Prior to commencing Work, PDBE 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 the following:

- (a) SMART, and its officers, officials, employees, and volunteers shall be named as additional insureds on all policies listed above, with the exception of the workers' compensation insurance policy and the professional liability insurance policy.
- (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 for which PDBE 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 PDBE. Said policy shall protect PDBE 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) PDBE hereby grants to SMART a waiver of any right to subrogation which any insurer of said PDBE may acquire against SMART by virtue of the payment of any loss under such insurance. PDBE agrees to obtain any endorsement that may be necessary to effect 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.

Section 13.03 Reservation of Rights. 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 13.04 Injuries. If injury occurs to any employee of PDBE or its Subcontractors at any tier for which the employee, or the employee's dependents in the event of employee's death, is entitled to compensation from SMART under provisions of the Workers' Compensation Insurance and Safety Act, as amended, (the "Act") or for which compensation is claimed from SMART, SMART may retain out of sums due PDBE under the Progressive DB Contract amounts sufficient to cover such compensation, as fixed by the Act, until such compensation is paid, or until it is determined that no compensation is due. If SMART is compelled to pay compensation, SMART may, in its discretion, either deduct and retain the amount of such compensation from any amounts due pursuant to the Progressive DB Contract, or require PDBE to reimburse SMART.

Section 13.05 Deductibles and Retentions. PDBE shall be responsible for payment of any deductible or retention on PDBE'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 and retention provision limiting payment to the name insured is not acceptable.

Section 13.06 Claims Made Coverage. If any insurance specified above is written on a claims-made coverage form, PDBE shall do the following:

- (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 this Agreement's Effective Date, PDBE shall purchase "extended reporting" coverage for a minimum of three (3) years after completion of the Work.

Section 13.07 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 of Insurance shall be submitted prior to the execution of this Agreement. At SMART's request, PDBE shall provide certified copies of the policies that correspond to the policies listed on the Certificates of Insurance. PDBE agrees to maintain current Certificates of Insurance evidencing the above-required coverages and limits on file with SMART for the duration of the Progressive DB Contract.
- (b) Copies of properly executed endorsements required above for each policy. Said endorsement copies shall be submitted prior to the execution of this Agreement. PDBE agrees to maintain current endorsements evidencing the above-specified requirements on file with SMART for the duration of the Progressive DB Contract.
- (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.

All renewal certificates of insurance and corresponding policy documents shall be emailed to InsuranceRenewals@sonomamarintrain.org.

Section 13.08 Policy Obligations. PDBE's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

Section 13.09 Material Breach. If PDBE, 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 PDBE resulting from said breach. Alternatively, SMART may purchase such required insurance coverage, and without further notice to PDBE, SMART may deduct from sums due to PDBE any premium costs advanced by SMART for such insurance. These remedies shall be in addition to any other remedies available to SMART.

Section 13.10 Notice of Cancellation. Each insurance policy required above shall provide that coverage shall not be cancelled, except with notice to SMART.

ARTICLE 14. PROSECUTION OF WORK.

Section 14.01 PDBE's Due Diligence. When work is requested of PDBE by SMART, all due diligence shall be exercised and the work accomplished without undue delay, within the performance time specified herein. Performance of the services hereunder shall be completed within the time required by this Agreement, provided, however, that if the performance is delayed by earthquake, flood, or wildfire, the time for PDBE's performance of the Phase I Work under this Agreement shall be extended by a number of days equal to the number of days PDBE has been delayed.

ARTICLE 15. EXTRA OR CHANGED WORK.

Section 15.01 Phase I Extra or Changed Work. Extra or changed work or other changes to the Agreement may be authorized only by written amendment or Change Order 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 PDBE to secure such written amendment or Change Order 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 PDBE shall be entitled to no compensation whatsoever for the performance of such work. PDBE 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.

Section 15.02 Phase II Amendment(s). Subject to and following execution of a Phase II Amendment and issuance of an NTP for Phase II Work, if any, PDBE shall perform the Phase II Work as required under each Phase II Amendment awarded.

Section 15.03 Early Works. SMART may authorize the performance of Early Works Packages, including Early Works Packages for acquisition of long lead procurement items, for certain elements of the Phase II Work to be performed concurrently with the Phase I Work by executing Phase II Amendment(s).

- (a) At SMART's discretion, SMART and PDBE may identify Early Works Packages for the purpose of timely progression of the overall Project and possible cost savings. SMART and PDBE shall identify possible Early Works Package opportunities and shall take such measures as are appropriate to provide that any Early Works Packages will be without duplication or overlap and will be sequenced to maintain completion of all Phase II Work on schedule. Any

identified Early Works Package shall be advanced as a separate Early Works Package GMP Proposal and subject to execution of a Phase II Amendment and NTP. Any Early Works Package GMP Proposal must be of independent utility and not dependent upon the remainder of the Project to be functional.

- (b) At SMART's discretion, SMART may require long lead procurement items to be purchased early in the process. PDBE shall identify long lead procurement items, if any, (equipment, materials, and supplies) for this Project. When each long lead procurement item is identified, PDBE shall notify SMART of the required procurement and schedule. If SMART agrees with the early procurement, PDBE shall arrange for procurement of such long lead procurement items. PDBE shall keep SMART informed of the progress of the work, including manufacturing or fabricating of such long lead procurement items, and advise SMART of any problems or prospective delay of completion or delivery. Any identified long lead procurement items shall be advanced as a separate Early Works Package GMP Proposal and subject to execution of a Phase II Amendment and NTP.

ARTICLE 16. REPRESENTATIONS OF CONSULTANT.

Section 16.01 Standard of Care. SMART has relied upon the professional ability and training of PDBE as a material inducement to enter into this Agreement. PDBE 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 PDBE's work by SMART shall not operate as a waiver or release. Work designed by PDBE pursuant to the Progressive DB Contract shall conform with professional engineering principles generally accepted as standards of the industry for projects similarly situated and of a similar nature.

Section 16.02 Status of PDBE. The Parties intend that PDBE, 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. PDBE is not to be considered an agent or employee of SMART and is not entitled to participate in any pension plan, workers' 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 10 PDBE expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

Section 16.03 Taxes. PDBE 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 Federal Insurance Contributions Act ("FICA") taxes. PDBE 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 PDBE'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, PDBE agrees to furnish SMART with proof of payment of taxes on these earnings.

Section 16.04 Records Maintenance. PDBE shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable

under the Progressive DB Contract and shall make such documents and records available to SMART, the Federal Railroad Administration, or State of California Auditors for inspection at any reasonable time. For the purposes of determining compliance with Gov. Code 8546.7, PDDBE, Subconsultants, and SMART shall maintain all books, documents, papers, accounting records, Independent Certified Public Accountant (“CPA”) Audited Indirect Cost Rate (“ICR”) workpapers (related to work performed by Architecture and Engineering firms under this Phase I Agreement), and other evidence pertaining to the performance of the Agreement including, but not limited to, the costs of administering the Agreement. PDDBE shall maintain such records for a period of four (4) years following the date of final payment under the Agreement. PDDBE 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 16.05 Audit Reviews. This Agreement and PDDBE’s subconsultant agreements, including cost proposals and ICR, may be subject to audits or reviews such as, but not limited to, an Agreement audit, an incurred cost audit, an ICR audit or an Independent CPA Audited ICR work paper review (for work performed by an Architecture or Engineering firm under this Phase I Agreement). If selected for audit or review, the Agreement, cost proposal, and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 C.F.R. Part 31 and other related laws and regulations. In the instances of an Independent CPA Audited ICR work paper review, it is PDDBE’s responsibility to ensure federal, state, SMART, or local government officials are allowed full access to the CPA’s work papers, including making copies as necessary. The Agreement, cost proposal, and ICR shall be adjusted by PDDBE and approved by SMART to conform to the audit or review recommendations. PDDBE agrees that individual terms of costs identified in the audit report shall be incorporated into the Agreement by this reference if directed by SMART at its sole discretion. Refusal by PDDBE to incorporate audit or review recommendations, or to ensure that the federal, state, SMART, or local governments have access to CPA work papers, will be considered a breach of Agreement terms and cause for termination of the Agreement and disallowance of prior reimbursed costs.

Section 16.06 Nondiscrimination. PDDBE 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 Human Immunodeficiency Virus (“HIV”) and Acquired Immunodeficiency Syndrome (“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. PDDBE 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 16.07 Assignment of Rights. PDDBE 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 PDDBE in

connection with the Progressive DB Contract. PDBE agrees to take such actions as are necessary to protect the rights assigned to SMART in under the Progressive DB Contract, and to refrain from taking any action which would impair those rights. PDBE'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. PDBE shall not use or permit another to use the plans and specifications in connection with this Project or any other project without first obtaining written permission of SMART.

Section 16.08 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 PDBE incorporates into the work product any pre-existing work product owned by PDBE or its contractors or Subcontractors, PDBE 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, in whatever form or format, assembled or prepared by PDBE or its contractors, Subcontractors, 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, PDBE 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. PDBE 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.

Section 16.09 Use of Copyrighted Materials. PDBE shall assume all risks arising from the use of copyrighted materials, or software, not furnished by SMART, used on or incorporated in the Work and shall indemnify, defend, and hold harmless SMART and all of its directors, officers, employees, and agents to the maximum extent permitted. by law from and against any and all claims, liabilities, losses, damages, or expenses (including attorneys' fees and related costs), whether direct or indirect, arising out of or relating to the ownership, possession, or use of any copyrighted materials or software. In case such materials or software are held to constitute an infringement and their use enjoined, PDBE at PDBE's expense shall (a) secure for SMART the right to continue using said materials or software by suspension of the injunction or by procuring a license, or licenses, or (b) replace such materials or software with non-infringing materials or software, or (c) modify the materials or software so that they become non-infringing or remove the enjoined materials or software and refund the sums paid therefor without prejudice to any other rights of SMART.

Section 16.10 Patents. PDBE shall assume all risks arising from the use of patented materials, equipment, devices, or processes not furnished by SMART, used on or incorporated in the Work and shall indemnify, defend, and hold harmless SMART, and all of its directors, officers, employees, and agents to the maximum extent permitted by law from and against any and all

claims, liabilities, losses, damages, or expenses (including attorneys' fees and related costs), whether direct or indirect, arising out of or relating to the ownership, possession, or use of any patented materials, equipment, devices, or processes. In case such materials, equipment, devices, or processes are held to constitute an infringement and their use enjoined, PDDBE at PDDBE's expense shall (a) secure for SMART the right to continue using said materials, equipment, devices, or processes by suspension of the injunction or by procuring a license or licenses, or (b) replace such materials, equipment, devices, or processes with non- infringing materials, equipment, devices, or processes, or (c) modify such materials, equipment, devices, or processes so that they become non-infringing or remove the enjoined materials, equipment, devices, or processes and refund the sums paid therefor without prejudice to any other rights of SMART.

ARTICLE 17. DEMAND FOR ASSURANCE.

Section 17.01 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 17 limits SMART's right to terminate this Agreement pursuant to Article 11.

ARTICLE 18. METHOD AND PLACE OF GIVING NOTICE, SUBMITTING INVOICES, AND MAKING PAYMENTS.

Section 18.01 Contact Information. All notices, invoices, and payments shall be made in writing and shall be given by personal delivery, United States Postal Service (USPS), or email.

Notices, invoices, and payments shall be addressed as follows:

If to SMART:

Sonoma-Marín Area Rail Transit District
Attn: Bill Gamlen, Chief Engineer
5401 Old Redwood Highway, Suite 200
Petaluma, CA 94954
bgamlen@sonomamarintrain.org
707-794-3049

If to SMART Project Manager (Day-to-Day Contact): Sonoma-Marine Area Rail Transit District
Attn: Michael Wiltermood, Senior Engineer
5401 Old Redwood Highway, Suite 200
Petaluma, CA 94954
mwiltermood@sonomamarintrain.org
707-285-8188

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
707-794-3330

If to PDBE: Stacy and Witbeck / Herzog, A Joint Venture
Attn: Kurt Kniffin, Authorized PDBE Representative
2800 Harbor Bay Parkway
Alameda, CA 94502
kkniffin@stacywitbeck.com
831-915-6000

If to PDBE Representative (Project Manager / Day-to-Day Contact): Stacy and Witbeck / Herzog, A Joint Venture
Attn: Nick Slama, Project Manager
2800 Harbor Bay Parkway
Alameda, CA 94502
nslama@stacywitbeck.com
510-393-2520

Section 18.02 Delivery of Notice. 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 (a) the original copy of the notice, invoice, or payment is promptly deposited in the USPS and postmarked on the date of the facsimile or email (for a payment, on or before the due date), (b) the sender has a written confirmation of the facsimile transmission or email, and (c) the facsimile or email is transmitted before 5:00 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 Article 17.

ARTICLE 19. ASSIGNMENT AND DELEGATION.

Section 19.01 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. PDDB may subcontract portions of the Progressive DB Contract only in compliance with the Subcontractor Listing Law, California Public Contract Code §4100 *et seq.* and California Public Contract Code §22185.6 *et seq.*

ARTICLE 20. MISCELLANEOUS PROVISIONS.

Section 20.01 Use of Recycled Paper. SMART requires that all printing jobs produced under the Progressive DB Contract be printed on recycled content papers. Recycled-content papers are defined as papers containing a minimum of 30 percent postconsumer fiber by weight. All papers used in the performance of a print job for SMART shall be recycled-content paper. If paper meets the 30 percent requirement, the recycling logo should be printed on the paper.

Section 20.02 No Waiver of Breach. The waiver by SMART of any breach of any term or promise contained in the Progressive DB Contract 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 the Progressive DB Contract.

Section 20.03 Construction; Severability. To the fullest extent allowed by law, the provisions of the Progressive DB Contract shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. In the event any provision not otherwise included in the Progressive DB Contract is required to be included by any applicable law, that provision is deemed included herein by this reference (or, if such provision is required to be included in any particular portion of the Progressive DB Contract, that provision is deemed included in that portion). The Parties covenant and agree that in the event that any provision of the Progressive DB Contract 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. PDDB and SMART acknowledge that they have each contributed to the making of the Progressive DB Contract and that, in the event of a dispute over the interpretation of the Progressive DB Contract, the language of the Progressive DB Contract will not be construed against one Party in favor of the other. PDDB and SMART acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of the Progressive DB Contract.

Section 20.04 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 20.05 Prevailing Wages. PDDB 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.

PDDB and all 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; and Labor Code Sections 1725.5, 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815, as well as 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 DIR.

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.

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

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

(a) Penalties.

- (i) PDBE and any of its Subconsultants shall comply with Labor Code § 1774 and § 1775. Pursuant to Labor Code § 1775, PDBE 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 Progressive DB Contract by PDBE or by its Subconsultant in violation of the requirements of the Labor Code and in particular, Labor Code §§ 1770 to 1780, inclusive.
- (ii) The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of mistake, inadvertence, or neglect of PDBE or Subconsultant in failing to pay the correct rate of prevailing wages, or the previous record of PDBE or Subconsultant in meeting their respective prevailing wage obligations, or the willful failure by PDBE 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 PDBE or Subconsultant had knowledge of the obligations under the Labor Code. PDBE is responsible for paying the appropriate rate, including any escalations that take place during the Progressive DB Contract.
- (iii) 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 PDBE or Subconsultant.

- (iv) If a worker employed by a Subconsultant on a public works project is not paid the general prevailing per diem wages by the Subconsultant, PDBE is not liable for the penalties described above unless PDBE had knowledge of that failure of the Subconsultant to pay the specified prevailing rate of wages to those workers or unless PDBE fails to comply with all of the following requirements:
 - A. The agreement executed between PDBE 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. PDBE 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, PDBE 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, PDBE 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.
- (v) Pursuant to Labor Code § 1775, SMART shall notify PDBE 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.
- (vi) 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 Progressive DB Contract to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, PDBE 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.

- (b) Hours of Labor. Eight (8) hours labor constitutes a legal day's work. PDBE shall forfeit, as a penalty to SMART, twenty-five dollars (\$25) for each worker employed in the execution of the Progressive DB Contract by PDBE 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.
- (c) Employment of Apprentices.
- (i) Where either the Progressive DB Contract or a subagreement exceeds thirty thousand dollars (\$30,000), PDBE and any subconsultants shall comply with all applicable requirements of Labor Code §§ 1777.5, 1777.6 and 1777.7 in the employment of apprentices.
- (ii) PDBE 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, PDBE 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 work under the Progressive DB Contract. PDBE is responsible for all subconsultants' compliance with these requirements. Penalties are specified in Labor Code § 1777.7.

Section 20.06 Licensing Laws. PDBE and all Subcontractors shall comply with the provisions of Chapter 9 Division 3 of the Business and Professions code concerning the licensing of contractors. PDBE and all contractors and Subcontractors shall be licensed in accordance with the laws of the State of California and any PDBE, contractor, or Subcontractor not so licensed is subject to the penalties imposed by such laws. Prior to commencing any work under the Progressive DB Contract, PDBE and all contractors and Subcontractors must show that they hold appropriate and current Licenses in the State of California. The PDBE shall provide such Subcontractor information, including the class type, license, number, and expiration date to SMART.

Section 20.07 Subcontracting.

- (a) Subcontractor Listing. PDBE has identified the following Subcontractors under this Agreement:

Name of Subcontractor and Location of Mill or Shop	Description of Work to be Performed	CA DIR Registration Number	Contractor's License No.
<p>GHD, Inc. 2235 Mercury Way, # 150 Santa Rosa, CA 95407</p>	<p>Principal Engineer/Principal Engineer of Record, responsible for Design and engineering services, specifically roadway, utility facilities, drainage, traffic, system-wide electrical, plumbing, and structures, and architectural stations and landscape. This includes managing design subcontractors, to complete 100% of the engineering design.</p>	<p>1000018754</p>	<p>N/A</p>
<p>Modern Railway Systems, Inc. 2800 Harbor Bay Parkway Alameda, CA 94502</p>	<p>Design, specifically communication systems, Centralized Traffic Control (TDX), train control, and grade crossing systems. Lead the rail signaling and communication systems scopes of work through preconstruction, design, construction, and final integration phases.</p>	<p>1000036133</p>	<p>968510</p>
<p>Stantec Consulting Services, Inc. 1383 North McDowell Blvd, Suite 250 Petaluma, CA 94954</p>	<p>Support the design team with structural engineering services.</p>	<p>1000008020</p>	<p>952595</p>

Name of Subcontractor and Location of Mill or Shop	Description of Work to be Performed	CA DIR Registration Number	Contractor's License No.
<p>Cinquini & Passarino, Inc.</p> <p>1360 N. Dutton Ave, #150 Santa Rosa, CA 95401</p>	<p>Design, specifically right-of-way engineering, surveying, and mapping. Lead role in providing surveying base fabric for all of the design and engineering for the Project.</p>	<p>1000003267</p>	<p>N/A</p>
<p>RailPros, Inc.</p> <p>1300 Clay St, Suite 600 Oakland, CA 94612</p>	<p>Design, specifically constructability, phasing, and structures engineering. Support GHD, Inc. with design of the civil aspects of the grade crossing infrastructure.</p>	<p>1000040683</p>	<p>N/A</p>
<p>Parikh Consultants, Inc.</p> <p>333 Hegenberger Rd Oakland, CA 94621</p>	<p>Conduct geotechnical investigations required to support preliminary and design engineering. These include field explorations, laboratory testing, engineering analyses, and geotechnical design for project elements (anticipated to include tracks, bridges, retaining walls, station, and attendant infrastructure).</p>	<p>1000016488</p>	<p>N/A</p>
<p>RSE Corporation</p> <p>2019 Broadway Oakland, CA 94612</p>	<p>Design, specifically track engineering. Serve as the Civil/Track engineering lead for the design of rail corridor to include tracks and non-motorized path.</p>	<p>1000026353</p>	<p>N/A</p>

Name of Subcontractor and Location of Mill or Shop	Description of Work to be Performed	CA DIR Registration Number	Contractor's License No.
Pacific Railway Enterprises, Inc. 3560 University Ave, STE F Riverside, CA 92501	Design, specifically train control and grade crossing systems. Railroad wayside signal and grade crossing design supporting Modern Railway Systems.	1000009052	N/A

- (b) Nothing contained in this Agreement or otherwise, shall create any contractual relation between SMART and any Subconsultants, and no subagreement shall relieve PDBE of its responsibilities and obligations hereunder. PDBE 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 PDBE. PDBE's obligation to pay its Subconsultants is an independent obligation from SMART's obligation to make payments to PDBE.
- (c) PDBE shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted without written authorization by SMART, except that which is expressly identified in the Exhibit B.
- (d) Any subagreement entered into as a result of this Agreement, shall contain all the provisions stipulated in this entire Agreement to be applicable to Subconsultants unless otherwise noted.
- (e) PDBE shall pay its Subconsultants within fifteen (15) calendar days from receipt of each payment made to PDBE by SMART.
- (f) Any substitution of Subconsultants must be approved in writing by SMART in advance of assigning work to a substitute Subconsultant.
- (g) Prompt Progress Payment. PDBE or subconsultant shall pay to any lower tier subconsultant, not later than fifteen (15) days after receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts of the work performed by the subconsultants, to the extent of each subconsultant's interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from PDBE or subconsultant to a lower tier subconsultant, PDBE or subconsultant may withhold no more than 150 percent of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject PDBE or subconsultant, as applicable, to a penalty, payable to the subconsultant, of 2 percent of the amount due per month for every month that payment is not made.

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

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

Section 20.08 Conflict of Interest.

- (a) During the term of this Agreement, PDBE 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. PDBE 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) PDBE 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. PDBE 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. PDBE further agrees to complete any statements of economic interest if required by either SMART or State law.
- (c) PDBE 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) PDBE 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.
- (e) PDBE further covenants that in the performance of this Agreement no person having any such interests shall be employed.
- (f) If requested to do so by SMART, PDBE 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 PDBE’s or such other person’s financial interests.

Section 20.09 Contingent Fee. PDBE represents, 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 PDBE for the purpose of securing business. For breach or violation of this representation, 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 20.10 Safety.

- (a) PDBE shall comply with OSHA regulations applicable to PDBE regarding necessary safety equipment or procedures. PDBE shall comply with safety instructions issued by SMART. PDBE personnel shall wear hard hats and safety vests at all times while working on the Project Site.
- (b) Pursuant to the authority contained in Vehicle Code § 591, SMART has determined that work within the limits of the Project may at times be open to public traffic. PDBE shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. PDBE 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 Agreement, shall contain all of the provisions of this Article.

Section 20.11 Drug-Free Workplace. PDBE certifies that it will provide a drug-free workplace in compliance with Government Code § 8350-§ 8357.

Section 20.12 Relationships of the Parties: No Intended Third-Party Beneficiaries. There is no third person or entity who is an intended third-party beneficiary under the Progressive DB Contract. 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 the Progressive DB Contract. Nothing contained in the Progressive DB Contract shall be construed to create, and the Parties do not intend to create, any rights in third parties.

Section 20.13 Applicable Law and Forum. The Progressive DB Contract, and the relationship of SMART and PDBE arising out of or relating to the Progressive DB Contract, 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 the Progressive DB Contract or for the breach thereof, or relating to the relationships between SMART and PDBE, shall be in the Superior Court of the State of California in the County of Sonoma.

Section 20.14 Captions; Indices; Tables of Contents. 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. Indices and tables of contents are for convenience of reference only, and shall not affect the construction or interpretation of any provisions of the Progressive DB Contract.

Section 20.15 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 20.16 Acceptance of Electronic Signatures and Counterparts. The Parties agree that the Progressive DB Contract (including this Agreement and any amendments or Change Orders thereto), any agreements ancillary to the Progressive DB Contract, and related documents to be entered into pursuant to the Progressive DB Contract will be considered executed when all parties have signed this Agreement, any amendment or Change Order to this Agreement, or any other ancillary agreements or related documents. 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 Agreement, any amendment or Change Order to this Agreement, or any other ancillary agreements or related documents may be executed in two or more counterparts, all of which constitute one and the same instrument.

Section 20.17 Signers of this Progressive DB Contract. It is understood and agreed that in no instance are the persons signing this Progressive DB Contract for or on behalf of SMART or acting as an employee, agent, or representative of SMART, liable under the Progressive DB Contract, or upon any representation of authority, or otherwise, and it is further understood and agreed that liability of SMART is limited and confined to such liability as authorized or imposed by the Progressive DB Contract or applicable law.

Section 20.18 Time of Essence. Time is and shall be of the essence of the Progressive DB Contract and every provision included therein.

Section 20.19 Interpretation. In the Progressive DB Contract, where appropriate, the singular includes the plural and vice versa; references to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to; unless otherwise indicated references to Codes are to the codified laws of the State of California; the words “including,” “includes,” and “include” shall be deemed to be followed by the words “without limitation”; unless otherwise indicated references to Articles include all subarticles and sub-subarticles under the Article referenced (for example, a reference to Article Article 20 is also a reference to Sections 20.01 through 20.19), and references to subarticles similarly include references to sub- subarticles; words such as “herein,” “hereof,” and “hereunder” shall refer to the entire document in which they are contained and not to any particular provision or section; words not otherwise defined which have well-known technical or construction industry meanings are used in accordance with such recognized meanings.

Section 20.20 Confidential Information. During the performance of the Work under the Progressive DB Contract, it may be necessary for SMART to make confidential technical information available to PDBE. PDBE agrees to use all such information solely for the performance of the Work under the Progressive DB Contract and to hold all such information in confidence and not to disclose the same to any third party without the prior written consent of SMART. Likewise, PDBE agrees that all technical information developed in connection with the Work under the Progressive DB Contract shall be used solely for the performance of the Work under the Progressive DB Contract, and shall be held in confidence and not disclosed to any third party without the prior written consent of SMART. Confidential technical information shall mean technical information designated by SMART as confidential, provided such information does not correspond in substance to information: (a) which was developed by and in possession of PDBE prior to first receipt from SMART; (b) which is now or hereafter becomes published information generally known on a non-confidential basis through no act or failure to act on the part of PDBE; or (c) which heretofore or hereafter is furnished to PDBE by a third party as a matter of right without restriction on disclosure.

Section 20.21 California Public Records Act.

- (a) Ownership and applicability
 - (i) Unless otherwise expressly provided in the Progressive DB Contract, all records, documents, drawings, plans, specifications, and all other information relating to the conduct of SMART's business, including all information and documents submitted by PDBE ("Records"), shall become the exclusive property of SMART.
 - (ii) SMART's use and disclosure of Records is governed by California Government Code Section 7920.000 *et seq.* (the "California Public Records Act" or "CPRA").
 - (iii) Records are subject to the CPRA and therefore are public records subject to disclosure under the CPRA. Records may only be withheld pursuant to a qualifying exemption as specified in the CPRA. As required by CPRA section 7921.005, SMART at its discretion shall make the ultimate decision as to whether or not any Records qualify for an exemption from release pursuant to the CPRA.
 - (iv) SMART will not be obligated to advise PDBE as to the nature or content of Records that may qualify for a legal exemption from disclosure under the CPRA.
- (b) PDBE assertion of a qualifying exemption pursuant to the CPRA
 - (i) If PDBE considers that any Records qualify for a legal exemption from disclosure pursuant to the CPRA, PDBE may clearly and conspicuously mark all such information as "CPRA Exempt". Blanket or categorical redactions or statements of confidentiality, or the marking of each page of a Record as "CPRA Exempt" are not

appropriate, and will not serve as a basis for SMART to consider withholding the Record.

- (ii) To help facilitate SMART review of Records for CPRA compliance purposes, PDBE may submit a separate copy of each Record to SMART with redactions to information that PDBE considers qualify for an exemption from disclosure specified in the CPRA, as contemplated in, and subject to the limitations described in, this Section 20.21.

(c) SMART disclosure of Records

- (i) If SMART receives a CPRA request for all or a part of any Records that PDBE has marked "CPRA Exempt" in accordance with Section 20.21(b)(i) (PDBE assertion of a qualifying exemption pursuant to the CPRA), SMART may:

A. determine that it will disclose all or a part of the requested Records to the requestor, in which case:

1. before disclosing Records in response to said request, SMART will use reasonable efforts to inform PDBE of its intention to provide such Records; and
2. if PDBE wishes to prevent disclosure of the requested Records, PDBE may independently pursue legal action to obtain a court order enjoining the disclosure of the requested Records, in which event, SMART will at its sole discretion decide what legal action, if any, SMART will pursue in the context of PDBE's legal action; or

B. determine that it will withhold all or a part of the requested Records, in which case the requestor may pursue legal action to obtain a court order determining the requested Records are not exempt from disclosure under the CPRA, in which event, SMART will at its sole discretion decide what legal action, if any, SMART will pursue regarding the requestor's legal action.

- (ii) PDBE is hereby placed on notice that SMART considers pricing information submitted with a price proposal or included in a Subcontract, wage information and labor information submitted to SMART, including any US Employment Plan or US Employment Plan quarterly reports (collectively "Price and Wage Information"), to be public records that are subject to disclosure under the CPRA. Upon receipt of a CPRA request for any Price and Wage Information, SMART will make such information available, regardless of any marking of "CPRA Exempt" by PDBE.

(d) Confidential review by court

Notwithstanding anything to the contrary in this Section 20.21, PDDBE authorizes SMART to file or lodge any Records with the California Superior Court or any other court of competent jurisdiction for confidential (*in camera*) judicial review.

Section 20.22 Approvals. If SMART is required to provide an approval, consent, or other determination under the Progressive DB Contract, such approvals, consents, or determinations shall not be withheld unreasonably except in cases where a different standard (such as sole discretion) is specified. In cases where SMART's sole discretion is specified, the decision shall not be subject to dispute resolution or other legal challenges under the Progressive DB Contract. In cases where good faith discretion is specified, the approval, consent, or determination shall be binding, unless it is finally determined through the dispute resolution process under the Progressive DB Contract or otherwise by clear and convincing evidence that such approval, consent, determination, acceptance, decision, or other action was arbitrary, capricious, or done in bad faith. The burden of proof shall be borne by the Party challenging the approval, consent, or other determination.

SIGNATURE PAGE TO FOLLOW

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

PDBE: STACY AND WITBECK / HERZOG, A JOINT VENTURE

By: _____
Kurt Kniffin, Authorized PDBE Representative

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
PHASE I SCOPE OF WORK & TIMELINE

1. Overview

The Sonoma-Marin Area Rail Transit SMART (SMART) is contracting with Stacy and Witbeck / Herzog, A Joint Venture, Progressive Design Builder Entity (hereinafter “PDBE”), to conduct and coordinate specified tasks related to preparing the design of the Healdsburg Extension and potentially an extension from the terminus of the Healdsburg Extension to Geyserville.

The PDBE, and all other subcontractors that will be working with Safety Sensitive Information (“SSI”), shall be required to sign SMART’s Confidentiality and Non-Disclosure Agreement prior to the start of any work being performed under this Agreement given the SSI that will be handled during the performance of the contract.

This Contract is a Progressive Design-Build Contract that will complete the following design work:

- Civil, track, and structures elements
- Systems conduit and underground infrastructure
- Complete train signal and grade crossing systems
- Communication systems
- System wide electrical
- Healdsburg Station platform and finishes
- Station area site work and park/ride facility
- Roadway, traffic signal, and illumination
- Utility facilities and relocations
- Non-Motorized Pathway
- Fencing

Healdsburg Extension Project Limits of Work (**The Project**): SMART Windsor Station (MP 63.0) to Healdsburg north side of Lytton Springs Road (MP 72.00)

Optional Project Limits (**Optional Work**): Lytton Springs Road (MP 72.00) to Geyserville (MP 76.10)

General Summary of Design Engineering Professional Services in Phase I for both The Project and Optional Work:

- Preparation of construction documents, shop drawings, specifications, calculations, and reports to the level of detail necessary for fabrication, manufacture, and installation of all equipment, assemblies and materials
- Support SMART with identifying areas requiring permits
- Coordination with all affected third parties and complying with their requirements, including but not limited, to local agencies, utilities, resources agencies, etc.

- Preparation of design submittals
- Geotechnical Investigations and analysis
- Hydraulics and hydrological investigations, modeling and evaluation
- Evaluation of systemwide electrical needs, designing solutions, preparing service applications and coordination with PG&E
- Design of system-wide communication systems
- Design of the extension of the SMART train control system
- Preparation of Quality Assurance and Quality Control Plans
- Preparation of Certifiable Items List to certify design.
- Survey work to supplement the survey included in contract
- Support Hazard analysis led by SMART

Sensitive Security Information (“SSI”) Requirements

Whenever documents containing Sensitive Security Information (“SSI”) are required by the PDDBE or any of its Subcontractors to perform work under this Agreement, the individuals of the PDDBE and all Subcontractors are required to sign SMART’s Confidentiality and Non-Disclosure Agreement prior to being provided the documents.

Co-Location Commitment

PDDBE shall co-locate the Project Manager, Principal Engineer, Train Control Engineer, and Structures Lead in office space within one mile to SMART’s headquarters office in Petaluma that will have ample drop-in spaces available for team members who are providing support for specific tasks throughout Phase I work and later co-locate to office space in Healdsburg for Phase II work.

2. Contract Management

The PDDBE under the Contract shall be responsible for the management of all efforts necessary to successfully complete all Work under the Contract. The Contract Price includes all costs, time, and materials required to provide Project Management indicated. Project Management includes, but is not limited to, the following professional and administrative services:

- Project Management
- Design Management
- Accounting
- Cost estimating and cost control
- Guaranteed Maximum Price proposals
- Document control
- Reporting (Monthly)
- Record documents
- Quality management and compliance with SMART quality assurance requirements
- Coordination with SMART, other designers, and all third parties
- Contract closeout

The scope in this section applies to both the Project and Optional Work. *All Optional Work requires a separate Notice to Proceed prior to work being performed.*

3. Management Program and Organization

The PDDBE shall be responsible for the total management of the work under this Contract, pursuant to the terms and conditions thereof. The PDDBE shall be responsible for establishing the required organization and procedures and providing all necessary staff to complete the project in accordance with all contract requirements including administration, management, coordination, design, documentation, quality control, safety, and all other responsibilities under the Contract. All staff required shall be supplied by the PDDBE at the PDDBE's sole expense.

The PDDBE shall actively participate in the development of the project with SMART by providing constructability, budget consideration, technical expertise, and experience from similar projects. The PDDBE shall staff the key personnel positions with individuals that can provide this level of knowledge and experience to effectively influence the design to assist SMART in implementing a high-quality, cost-effective project.

The PDDBE's management team shall be composed of members with necessary skills and be sufficient in number to handle all duties normal to a project of this scale and complexity. Special attention shall be given to the responsibility for coordination and scheduling to meet the project completion dates. The PDDBE's management team shall perform all management and coordination duties necessary to complete the project, including, but not limited to:

- Maintain the schedule and resolve design related issues.
- Coordinate permitting with SMART staff.
- Develop and maintain a CPM schedule and provide progress reporting as indicated.
- Coordinate activities of consultants and subcontractors to ensure available manpower and adequate labor to maintain the Project schedule.
- Lead weekly technical task force meetings with SMART team to resolve technical design issues.
- Participate in Project meetings with SMART, SMART Consultants, and all other third parties to review the progress of the Work.
- Provide quality management and verification of all Work to ensure compliance with requirements of the Contract Documents.
- Assemble Project Record Documents from the PDDBE team including subcontractors and ensure that Project Record Documents are submitted to SMART in accordance with the requirements indicated.

The scope in this section applies to both the Project and Optional Work. *All Optional Work requires a separate Notice to Proceed prior to work being performed.*

4. Project Management Plan

The PDDBE shall prepare and submit Project Management Plan (PMP) within 30 days of NTP for SMART's review. The Plan shall be consistent with, and an extension of the Plan included in the PDDBE's Proposal.

The contractor shall merge SMART's PMP with the PDDBE's PMP to form one Project PMP that will be used by all project entities.

The PMP shall be updated and expanded as necessary and whenever requested by SMART. At a minimum, an updated PMP shall be submitted 60 Days prior to Construction.

A. PMP Requirements

The PMP shall include at a minimum the following items:

1. Organization Chart – A complete organization chart showing all personnel participating in the Project including the relationship of all PDDBE key personnel, other management staff, and subconsultants and appropriate SMART personnel.
2. Provide a description of the organization defining all participants of the PDDBE team, including their general and project-specific responsibilities. Discuss how individuals and entities will coordinate their work.
3. Provide contact information for team members.
4. Key Personnel – A listing of key personnel, together with their qualifications, experience, responsibilities and involvement in the Contract.
5. Preliminary Construction Implementation Plan
6. Submittal Schedule Update - An updated Submittal Schedule for all deliverables, design submittals, and design reviews.
7. Progress Report Outline - A description and outline of the Progress Reports
8. File Numbering and Distribution – Provide a numbering system and distribution listing for all correspondence and transmittals under this Contract.

B. Deliverables:

1. Project Management Plan

The scope in this section applies to the Project. The PMP from the Project shall be updated to include Optional Work, if optioned in by SMART.

5. Electronic Design Files

Designer will be supplied with design files in native AutoCAD format to serve as a basis upon which to advance and complete the design and prepare the Issued for Construction package. SMART's goal is to maintain consistency, minimize the level of effort required and expedite the completion of the design.

A. File Security

File security will be maintained by limiting access and restriction of available software. Each user will be assigned a username (password protected) that is for user's use only. Only Project Staff will be given access.

SMART will provide a series of technical workshops for the PDBE engineering staff to get familiar with SMART digital file structure and submittal. In addition, the PDBE engineering staff must have adequate skill sets to utilize Autodesk/Civil3D-2018 software and the necessary hardware to manage SMART's engineering data.

B. Electronic files for Topographic Survey and Digital Terrain Model (DTM) Control

Survey Tiles: Survey and DTMs will be owned by SMART, however SMART accepts no responsibility for the accuracy of Survey and DTMs. The PDBE shall be responsible for the accuracy and updates to the topographic survey and DTM. All surveys completed by the PDBE shall be submitted to SMART for review for conformance with SMART standards. The PDBE shall address all comments and resubmit. Upon approval, SMART or, at SMART's option, the PDBE, will incorporate PDBE survey into the project survey tiles. The PDBE shall be responsible for reviewing the updated survey tiles for accuracy.

1. Electronic File Management: The PDBE shall, within 10 working days of NTP, have all the PDBE's CAD users attend a 3-hour training session, provided by SMART one time, at no cost to the PDBE, on the use of BIM360, BIM360 folder structure, and procedures.

The PDBE shall be responsible for uploading all updated files in BIM360 folders by 5 PM Pacific time every Friday. More frequent updates are allowed and recommended.

2. Drawing Standards: The PDBE shall adhere to SMART Drawing Standards.
3. Design & Drafting Software Package:

The PDBE shall use the following software for design:

- Computer Aided Design Software - Autodesk Civil3D Computer Aided Drafting Software - Autodesk AutoCAD – One of the two most current versions.
- Oracle/Primavera Contract Manager – version to be determined.

The scope in this section applies to both the Project and Optional Work. *All Optional Work requires a separate Notice to Proceed prior to work being performed.*

6. Contractor Responsibility for Design

The PDDBE shall review the Baseline Drawings, Contract Specifications and Baseline Documents for errors, omissions, inconsistencies or other defects, and shall notify SMART of any apparent errors, omissions, inconsistencies or other defects.

The PDDBE shall be responsible for the professional quality, technical accuracy and the coordination of all designs, drawings, specifications, and other services prepared by the Contractor or its Subcontractors.

7. Design Coordination and Reviews

The PDDBE shall coordinate the design with SMART and other SMART consultants, local jurisdictions, cities, counties, and utility agencies.

SMART will review submitted information for general conformance with the contract requirements, provided that the PDDBE may not rely on SMART's review and disposition of such information as a determination that the design in fact complies with applicable requirements. The PDDBE shall be responsible for the integration of each Work Package into the final Work regardless of the sequence of Work Package submittal. Any necessary changes to the design and construction of the Work Packages to accommodate any Contract requirement shall be the PDDBE's responsibility. SMART's approval shall be required before any design and construction documents may be used for construction of the Project. Approval of the design shall not be deemed to relieve the PDDBE of liability for the design and construction of the Project in accordance with the requirements indicated.

The PDDBE shall submit all applicable Construction Drawings, Construction Specifications, calculations, design reports, test data, and other information supporting the Work Package presented for review at any Design Review. Design Reviews shall be conducted at each design stage.

The PDDBE shall include the Design Review Schedule in the Project Schedules. The schedules shall include 21 calendar days for review by SMART for each work package.

SMART shall not be responsible for any delays to the schedule due to the requirement for the PDDBE to resubmit the Work Package due to SMART comments.

During design, communication protocol shall establish that the PDDBE shall communicate with SMART and SMART will communicate with its supporting consultants.

The scope in this section applies to both the Project and Optional Work. *All Optional Work requires a separate Notice to Proceed prior to work being performed.*

8. Design Criteria and Design Exceptions

SMART's Design Criteria are included in the Contract Documents. The PDDBE shall comply with the Design Criteria unless a Design Exception ("Variance") is approved by SMART in writing in advance of the PDDBE performing design. The PDDBE shall complete a "Design

Criteria Variance Request” form provided in the Design Criteria Manual to complete each request. A Design Exception should not be expected and will be closely scrutinized by SMART. The PDBE shall document that all possible design options have been explored and that a Variance is the best solution. Denial of requested exception does not provide grounds for a change order or an increase in Contract Price. In addition, the PDBE shall include in its Design Quality Management Plan (DQMP) procedures to ensure that its design team has checked and confirmed compliance with SMART’s Design Criteria. This document shall be provided to SMART with each submittal in order for the submittal to be considered complete.

The scope in this section applies to both the Project and Optional Work. *All Optional Work requires a separate Notice to Proceed prior to work being performed.*

9. Early Work Packages

The PDBE may propose one or more early work packages consisting of the Phase II Work. The proposal shall comply with the GMP process (refer to Section 11.2).

The PDBE’s packages shall be well-defined and manageable for the associated construction. Each Design package shall correspond to a specific Work Package. Each Design Package and its corresponding Work Package shall comprise similar and coherent significant parts or segments of the Project that can be checked and reviewed as a self-contained package with due consideration for accommodating interfaces with other Project components. Each Design Package shall include designs, construction specifications, calculations, and drawings in sufficient detail so that the Project can be constructed in compliance with all contract requirements. Each Design Package shall be individually sealed and signed by the Engineer(s) of Record.

Each Work Package shall be submitted and reviewed at the 35%, 65%, 100% and Issued For Construction levels.

SMART will review and comment on the 35% and 65% packages for mutual resolution and incorporation into the next package. The 100% package should represent the agreement and inclusion of resolved comments. SMART will return the 100% package for revisions and resubmittal if the 65% comments are not adequately addressed.

No Work Package shall commence with construction until its corresponding Design Package has reached the IFC level and has been sealed and signed by licensed engineers.

Within the PMP, the PDBE shall provide a description of each Design Package and corresponding Work Package. The plan shall include the following:

1. Work Package descriptions including the scope of design and construction work within each Work Package with limits and interface points.
2. Planned review stages and dates including specific information to be reviewed, planned review dates (measured from NTP date), and the percent complete represented by each review.

3. The Engineer of Record.

The PDBE shall submit any revisions to the information provided in response to SMART in writing to SMART Representative concurrent with the monthly update report.

The scope in this section applies to both the Project and Optional Work. *All Optional Work requires a separate Notice to Proceed prior to work being performed.*

10. Hazard Analysis, Mitigation, and Safety Certification

The PDBE shall prepare a Hazard Analysis in accordance with the guidelines of “HAZARD ANALYSIS GUIDELINES FOR TRANSIT PROJECTS, U.S. Department of Transportation Research and Special Programs, (most current version).” Report shall address hazards throughout the alignment, including, but not limited to, hazards at:

- All at-grade and grade-separated crossings of vehicular, pathway, and rail traffic
- Healdsburg Station Platform/Park and Ride

The PDBE’s design shall incorporate mitigations for hazards identified during this process.

Additionally, the PDBE’s Hazard Analysis and final design to mitigate hazards shall incorporate the processes of Crime Prevention Through Environmental Design (CPTED) for Transit Facilities, Recommended Practice, APTA SS-SIS-RP-007-10, most recent edition, to optimize security considerations.

Note that hazard mitigations and CPTED features may require elements not included in the Baseline Documents. The PDBE shall include these at no additional expense to SMART.

A. Deliverable:

1. Hazard Analysis Report

The scope in this section applies to both the Project and Optional Work. *All Optional Work requires a separate Notice to Proceed prior to work being performed.*

11. Safety Certification and Testing

The PDBE shall prepare Safety Design Criteria for SMART’s review. The Safety Design Criteria shall be used by the designers to ensure the design is being developed in accordance with safety criteria and standards and to eliminate or minimize potential risks to patrons, SMART employees, the general public, and any other parties that use or interface with SMART passenger rail system. The Safety Design Criteria shall fully comply with CPUC and FTA requirements and must be accepted by SMART prior to the first design submittal by the PDBE.

The PDDBE shall prepare Safety Certification checklists to ensure that the Safety Design Criteria is being incorporated into the design and construction of SMART's facilities. The checklists shall be completed by the designers and submitted to SMART for approval prior to construction. The PDDBE shall complete the checklists during construction, certifying that the design was constructed as intended.

A. Deliverables:

1. Safety Design Criteria
2. Safety Certification Checklist

The scope in this section applies to both the Project and Optional Work. *All Optional Work requires a separate Notice to Proceed prior to work being performed.*

12. Cost Estimating and Price Proposals

A. Cost Estimating

The PDDBE and SMART will each develop a Baseline Green Sheet project estimate for final design and construction as part of the Alignment Phase (See Section 15—Alignment Phase). This estimate establishes an overall budget for Phase II.

The PDDBE shall prepare and submit a detailed estimate at the 35% and 65% design submittals.

If there are early work packages, the early work package estimate shall be submitted at the 65% design submittals or as mutually agreed upon by both SMART and PDDBE.

The PDDBE shall develop and complete Estimates on an “open book” basis. The PDDBE shall consider the many variables that can impact the construction budget, including, but not limited to, the degree to which the Project scope has been defined, the level of design completion, community and third-party requirements, environmental compliance considerations, ROW considerations, the accuracy of the factors and/or unit rates used in the Estimates, the schedule for Project implementation, and economic conditions.

The PDDBE shall submit for Review and Comment a Draft and Final Estimating Methodology Report documenting the approach to quantify the Project and presentation of costs, including but not limited to the basis or assumptions of quantities, labor units/rates, crew size, productivity, material, equipment, insurance, specialty elements, construction duration/schedule, escalation, qualifications and exclusion (if any), which will be used in preparing the Estimate for the Project.

The PDBE shall facilitate a workshop for SMART and SMART's Independent Cost Estimator (ICE) to review the PDBE's Draft Estimating Methodology Report, baseline cost model assumptions and other input standards for the formulation of future cost and schedule Estimates. While the PDBE and ICE develop their own Estimates using their own database and expertise, the PDBE shall make available estimating methodology for all entities to use, which will facilitate SMART's comparison, set up, and update of the construction budget accordingly.

The PDBE shall include the following items and information for each Estimate:

1. Letter of Transmittal.
2. Basis of Estimate– Provide the following specific information:
 - (a) Scope of the Estimate – Specify the general parameters of what the Estimate covers.
 - (b) Drawings – Specify the drawings on which the Estimate is based and include
 - (c) A drawing list or index.
 - (d) Specifications – Indicate the Specifications on which the Estimate is based.
 - (e) Estimate format – Specify the format on which the Estimate was based.
 - (f) The top 10 key cost drivers and commodities along with the associated quantity and cost.
 - (g) Quantities – Indicate the type of quantity survey made.
 - (h) Labor and burden – Indicate what the labor and burden costs include and the effective date of the labor rates.
 - (i) Materials – Indicate material pricing, freight, warehousing (if applicable).
 - (j) Sales tax or any other taxes – If included, indicate the percent.
 - (k) Subcontracts – Indicate what costs are included in the subcontract work.
 - (l) Equipment – Indicate whether owned or rental rates were used.
 - (m) Escalation – Indicate the annual rate of escalation.

- (n) Cost exclusions – Provide a list of items not included in the Estimate that may become an expense to SMART.
 - (o) Design Allowance
 - (p) PDBE Allocated Contingency
 - (q) PDBE Unallocated Contingency
 - (r) Estimate reconciliation – Reconcile the previous Estimate, if any, and include an explanation of any cost change
3. Details of Estimate – Present all Estimates in a clear and concise fashion to facilitate review that includes:
- (a) Direct Costs – Direct costs may consist of the following items: labor, equipment, materials, and subcontracts.
 - (b) Indirect Costs - Indirect costs may include all costs that cannot be charged to direct costs such as General Requirements, Overhead/Profit, and Supervision.
 - (c) Escalation - All Estimates shall be Estimated in current base period dollars and an evaluation made to determine what effect inflation and wage increases will have on the Estimated Project cost in the future.
 - (d) Quotations - During the course of preparing Estimates, obtain quotations for significant material and subcontract items.
 - (e) Quantify Estimate Components - Measure and calculate labor, equipment and material quantities for all work items and activities; tabulate all developed quantities into reports organized and formatted in CSI.
 - (f) Design Allowances - Include projected construction cost which is applied to an Estimate prior to design completion to cover the anticipated cost for design scope and details not yet shown on the Plans or in the specifications.
 - (g) PDBE Allocated Contingency - Include an amount to cover unknown but anticipated additional construction costs associated with PDBE-owned risk items and/or PDBE's means and methods; such additional construction costs may include, but not be limited to, changes in technology, economic conditions (construction labor, equipment, etc.), planning and estimating errors/omissions (e.g. scope gaps among trades), variations in environmental

conditions, and/or safety/regulatory requirements; this cost element shall exclude Escalation, Design Allowance and PDBE Unallocated Contingency.

- (h) PDBE Unallocated Contingency - Identify risk contingency to cover unforeseen PDBE-owned or shared risks and suggest the amount by multiplying a total of direct and indirect costs by a percentage (%); this cost element shall exclude Design Allowance and PDBE Allocated Contingency.
 - (i) A Cash Flow curve by month that distributes the Estimate through the duration of the Work.
 - (j) Risk Register - Analyze each risk item under the task titled Risk Analysis and anticipated risk amount/cost impact magnitude (\$) and probability; include a narrative as part of the Estimate. Include a record of risk management strategy for retained, shared, and transferred risks. (12) Detailed back up documents, including productivity rates per crew, and Subcontractor/Supplier-negotiated prices shall be available for submittal to SMART upon request. Back up documents, if requested, shall be submitted within 7 Calendar Days following the request.
 - (k) The PDBE shall also submit a cost loaded construction schedule used to measure and pay for progress during the Construction Phase.
4. All contingencies as part of the Estimate and risk management associated with every design milestone, and such contingencies will be evaluated and reconciled based on comments from SMART and ICE. As design progresses, risks are to be further identified, analyzed, and mitigated. The Estimated amounts for such contingencies are expected to be decreased at each subsequent design milestone.
 5. SMART's representative accompanied by the ICE will meet with the PDBE to discuss and reconcile the Estimates.
 6. The PDBE shall collaboratively work with SMART and ICE to reconcile and finalize the Estimate. The recommended practices and procedures by AACE International shall be used for any cost Estimate review and reconciliation.

The scope in this section applies to both the Project and Optional Work. *All Optional Work requires a separate Notice to Proceed prior to work being performed.*

B. Guaranteed Maximum Price Proposal Process

SMART may initiate a GMP Price Proposal request to the PDBE at any time during Phase I Work. GMP Price Proposal requests may be initiated for Early Work Packages and Final Design and Construction packages.

1. SMART Responsibilities Include:

SMART will provide the PDBE with the following information when submitting a request for a GMP Price Proposal:

- (a) A draft Phase II Amendment with the Scope of Work included for the specified work package. This draft Phase II Amendment will include:
 - The Federal Wage Determination to be used and referenced.
 - Liquidated Damages applicable to the work package, if any.
 - Insurance requirements pertaining to the specific work package.
- (b) SMART will provide a Subcontractor Listing form that the PDBE will complete and submit with the GMP Proposal.

The PDBE shall award construction subcontracts with a value exceeding one-half of 1 percent of the contract price allocable to construction work in accordance with Public Contract Code §22185.6 and a Construction Subcontracting Plan approved by SMART.

The PDBE will be required to identify all subcontractors who will be performing work in an amount excess of one-half of 1 percent of the prime contractor's total proposed price or ten thousand dollars (\$10,000), whichever is greater pursuant to Public Contract Code § 4100, the "Subletting and Subcontracting Fair Practices Act".

The PDBE will include the following information for all subcontractors that meet the threshold.

- The subcontractor entity name
- The business location
- Primary Contact Information (Name, Title, Phone, and Email)
- Contractors License Number
- California Department of Industrial Relations (DIR) Registration Number
- The portion of the work that will be done by the subcontractor.

SMART will review all listed subcontractors to ensure they are responsible subcontractors. Responsibility will be determined by the following review:

- The subcontractor holds the appropriate contractor's license that is active and in good standing
- The subcontractor is actively registered and in good standing with the California Department of Industrial Relations (DIR) if performing covered work
- The subcontractor is actively registered and in good standing with the California Secretary of State as appropriate for the entity type
- The subcontractor does not have any suspensions, debarments, or exclusions listed in SAM.Gov.
- The subcontractor is not on a prohibited list with the State of California
- The subcontractor does not have any sanctions listed with the Office of Foreign Assets Control (OFAC)
- Any other information determined by SMART to be relevant in order to make a responsibility determination.

All listed subcontractors must be determined to be responsible and approved by SMART. If any subcontractor is not approved by SMART, the PDBE will resubmit the Guaranteed Maximum Price Proposal with a different subcontractor for review and consideration.

If awarded a Phase II Amendment, these subcontractors will be listed in the Phase II Amendment and afforded the protections allowed under Public Contract Code §4100, et seq.

2. PDBE Responsibilities Include:

PDBE will submit to SMART the following information as part of the Guaranteed Maximum Price Proposal:

- (a) A Guaranteed Maximum Price Proposal for the work package specified, with pricing submitted in an open-book fashion that clearly itemizes the actual direct costs (including payment and performance bond costs), the general & administrative overhead percentage, and profit percentage for all work items.
- (b) Subcontractor Listing Form: Complete and Signed
- (c) Any additional information the PDBE deems relevant to the Guaranteed Maximum Price Proposal discussions and negotiations.

3. Mutual Agreement of the GMP Price Proposal

If SMART and PDBE mutually agree on the GMP Price Proposal for a Phase II Amendment work package, SMART will prepare a final Phase II Amendment for execution. Mutual agreement of the GMP Price Proposal includes agreement upon scope, schedule, and any supplemental information developed during the Phase I work related to the Phase II work package.

SMART's General Manager and/or Board of Directors may be required to review and award the Phase II Amendment prior to the execution of a Phase II Amendment.

If SMART's General Manager and/or Board of Directors do not approve the award of a Phase II Amendment, the GMP Price Proposal that the SMART Project Manager originally agreed to will be null and void and SMART and the PDBE will continue with negotiations based on the General Manager or Board of Director's feedback.

If SMART's General Manager and/or Board of Directors approve the award of a Phase II Amendment, SMART will circulate the Phase II Amendment for signatures. The PDBE shall submit to SMART the Payment Bond, Performance Bond, and all required insurance certificates and required endorsements within ten (10) calendar days from when SMART circulates the Phase II Amendment for signatures. SMART requires these documents to be submitted prior to being able to fully execute.

Once a Phase II Amendment is executed, SMART will set-up standard retention in the amount of five (5) percent unless the PDBE initiates a request to set-up an Escrow Agreement for Security Deposits in Lieu of Retention.

B. Deliverables

The PDBE shall provide the following deliverables:

1. Estimating Methodology Report: due 14 Calendar Days after NTP; revised report incorporating SMART's comments due 45 Calendar Days after receiving report. Total of one deliverable for this sub-task, including all updates and resubmissions required therein.
2. Baseline Green Sheet Estimate developed in the Alignment Phase
3. Estimate (35% design): due with the submittal of Base Design Documents; revised Estimate incorporating the PDBE's data gathering and design and construction criteria package and alternative assessment.

4. Estimate (65% design): updated Estimate due 30 Calendar Days after issuance of 65% Design Documents; revised Estimate incorporating SMART's comments due 14 Calendar Days after end of 65% Design Reconciliation Workshop. Total of one deliverable for this sub-task, including all updates and re-submissions required therein.
5. Estimate for Early Work Packages: due 30 Calendar Days after issuance of 65% Design Documents for Early Work Packages.
6. Guaranteed Maximum Price proposal after mutual agreement on the budget of an Early Work Package or the entire design package.

The scope in this section applies to both the Project and Optional Work. *All Optional Work requires a separate Notice to Proceed prior to work being performed.*

13. Risk Approach

A. Collaborative Approach to Risk

The PDBE shall adopt a collaborative approach to risk identification, pricing and assignment, and the PDBE shall cooperate with SMART to:

1. Develop, review and make updates to the Risk Register, including identifying new risks and reflecting discussions and decisions made during risk management meetings.
2. Develop proposals and seek solutions for avoiding and mitigating the risks listed on the Risk Register during the development of the Design Documents, the development of the Baseline Schedule, and the PDBE PMP;
3. Develop qualitative and quantitative analysis of the risks;
4. Develop methods to track costs and time incurred directly associated with such risks;
5. Consider different approaches to the risk allocation for the Construction Work and determine the risk allocation assumptions for the purposes of preparing any Early Work Package Proposal and the Project Proposal;
6. Determine the specific mitigation actions to be taken by each Party in response to the risks listed on the Risk Register;
7. Close those risks in the Risk Register which have been avoided or passed and document the resolution; and

8. Otherwise assess, review and monitor risks and risk response strategies as required under the Project Scope.

Risks applicable to the Work will be identified jointly during Phase I and the Parties shall endeavor to agree to the probability of occurrence, ranges of potential cost impact, potential schedule impact and mitigation measures.

B. Risk Register

The PDBE and SMART shall develop a Risk Register with respect to the entire Project in accordance with the guidelines and principles described in this Section. The PDBE shall be responsible for maintaining and updating the Risk Register.

The Risk Register shall identify potential risk issues related to Construction Work (each a “Risk Register Event”). All Risk Register Events shall be categorized as either a SMART Risk, a Provisional Risk, or a PDBE Risk. Shared risks will be entered both as SMART Risk and PDBE Risk.

The Risk Register shall include dates on which SMART gives its approval of a particular Risk Register Event.

The Risk Register shall also define mitigation strategies to be used by the Parties with respect to Risk Register Events and identify any potential cost, if any, and/or time impacts, if any, to the Project.

C. SMART Risks

All Risk Register Events that are a SMART Risk shall describe the types and extent of relief that the PDBE shall be entitled to seek upon occurrence of the Risk Register Event.

Risk Register Events that are SMART Risks may also include requirements for cost sharing between the Parties, determining of time impacts, payment requirements, and other terms.

All Risk Register Events that are Provisional Risks shall specify:

1. The amount of any Provisional Sum;
2. Whether the Provisional Sum is shared between the PDBE and SMART;
3. The types and extent of relief (cost and/or schedule) that the PDBE is provided upon occurrence of the Risk Register Event;

4. Whether the Risk Register Event provides for relief in accordance with the Provisional Sum, Shared Provisional Sum, or other identified relief is exhausted; and
5. Any required mitigation efforts to be taken by the PDBE.

D. Risk Management Meetings

1. The PDBE shall coordinate risk management meetings with SMART on a monthly basis and hold a kick-off risk management meeting within 45 Calendar Days of the Phase I NTP.
2. The agenda for the kick-off risk management meeting will be set by SMART and will include a presentation of the then current Risk Register. The agenda for subsequent risk management meetings will be set by SMART in consultation with the PDBE.
3. Each of the Parties shall ensure that each risk management meeting is attended by team members that:
 - Are consistent across all risk management meetings (as practicable);
 - Include SMART's Project Manager and other SMART personnel as needed;
 - Include the PDBE's Project Manager, the Construction Manager, the Design Manager; and any other personnel requested by SMART;
 - Include the PDBE's Scheduler and the person within the PDBE's organization responsible for generating the Cost Model and Estimate;
 - Have specialist knowledge to effectively consider key Project risks and complex matters relating to the Work;
 - Are authorized to discuss key Project matters on behalf of their organization
4. If requested by SMART, or if requested by the PDBE and with SMART's approval, include representatives of a Subcontractor. Following the risk management meetings, the PDBE shall submit a written report of the points discussed and agreed at the risk management meeting and any consequential impact on the Project and shall update and re-submit a written report to incorporate any corrections notified to it by SMART.

E. Risk Deliverables

1. Risk Register and Updates

The scope in this section applies to both the Project and Optional Work. *All Optional Work requires a separate Notice to Proceed prior to work being performed.*

14. Project Schedule

This section establishes the processes, procedures, and tools for planning, developing managing, and controlling the project schedule. The section defines the general requirements for managing the schedule for the entire Project and provides the framework for development of all Project schedules. As part of the Project Management Plan, the PDDBE shall include a Schedule Management Plan that:

- Documents all key project milestones
- Identifies all scheduling resources, software, and related tools
- Demonstrates how the PDDBE's Work Breakdown Structure (WBS) is organized and aligned with SMART's WBS
- Communicates the types of schedules used on the Project
- Describes the process for baselining the Project schedule in alignment the requirements of the Contract
- Describes how the schedules will be updated, maintained, and controlled, in alignment with the requirements of the Contract

The PDDBE shall plan and schedule the Project and report progress to SMART. The PDDBE shall develop and maintain the schedule using the Critical Path Method (CPM). The PDDBE shall utilize Primavera P6 software. SMART's acceptance of any schedule, whether interim, baseline, update, or revised, shall not modify the Contract Documents nor constitute endorsement or validation by SMART of the PDDBE's logic, activity durations nor assumptions in creating the schedule. By accepting the schedule, SMART does not guarantee that the Project can be performed or completed as scheduled. Schedules shall represent a practical plan to design, procure, construct, and complete the Work within the applicable Milestone Deadlines and shall convey the Design- Builder's intent in the manner of prosecution and progress of the Work. The submittal of schedules shall be understood to be the PDDBE's representation that the schedule meets the requirements of the Contract Documents and that the Work will be executed in the sequence and duration indicated in the schedule.

A. Phase I and Phase II Baseline Schedule Requirements.

Definitions:

Phase I Baseline Schedule:

The Phase I Baseline Schedule represents the Phase I Work of the PDBE's intended plan for performing the Work depicted in the Contract Documents.

Phase II Baseline Schedule:

The Phase II Baseline represents the PDBE's intended plan for completing the design and all construction/testing/startup Work. This baseline is the reference to which actual progress, delays, and/or acceleration will be compared. The baseline is intended to be the schedule used to plan, organize, and execute the Work, record and report actual performance and progress, aid in evaluating time extensions, show how the PDBE plans to complete all remaining Work as of the end of each progress reporting period, and enable SMART to monitor, compute the value of progress payments, and evaluate Work progress.

B. Phase I and Phase II Baseline Schedule Development Overview:

1. Phase I Baseline Schedule Submittal

The Design-Builder shall submit, within 15 Calendar Days of the Phase I NTP, a draft Baseline Schedule depicting the Phase I Work, and include recommended Milestones and Completion Deadlines for Phase I. This will be an updated version of the Phase I Cost Loaded schedule included in the RFQ submittal.

The draft Phase I Baseline Schedule shall include detailed activities and Milestones for the entirety of the Phase I Work and shall include a summary of the major activities, phases, and Milestones of the Phase II work.

2. Phase II Baseline schedule submittal

Submit Phase II schedule no later than the specified Phase I Contract Completion Time, for the SMART's review and approval.

The scope in this section applies to both the Project and Optional Work. *All Optional Work requires a separate Notice to Proceed prior to work being performed.*

15. Alignment Phase

The intent of the Alignment Phase is to align SMART and the PDBE on the fundamental project elements of project management, scope, schedule, and budget before moving towards preliminary engineering.

This Phase will start immediately after NTP. The scope for this phase includes:

- Establish lines of communication (zipper diagram)
- Develop a Partnering process and how to resolve issues

- Align on project goals, team values, and decision-making protocols.
- Define roles, responsibilities, and expectations.
- Establish communication flow, escalation pathways, and accountability.
- Process for developing a high-level project cost estimate (Green Sheet)
- Mutually developing the Green Sheet cost estimate and agreeing on a target budget

Establish a Change Log and methodology that is agreeable to both parties to accurately track changes and trends in costs.

- PDDBE shall within fourteen (14) calendar days of NTP submit a Draft and Final Estimating Methodology Report for review and SMART comment and approval. This report is intended to document the approach used to quantify the Project and presentation costs, including the basis or assumptions of quantities, labor units/rates, crew size, productivity, material, equipment, insurance, specialty elements, construction duration/schedule, escalation, qualifications, and exclusions.

PDDBE shall facilitate a workshop for SMART and SMART's Independent Cost Estimator to review the Draft the Draft Estimating Methodology Report, baseline cost model assumptions, and other input standards.

PDDBE shall make the Estimating Methodology Report available for all entities to use.

A revised report incorporating SMART's comments will be provided within 45 calendar days after receiving the draft report comments.

- Develop the initial risk register and a process to align risks with the project budget

PDDBE shall facilitate a Risk Workshop with SMART and key stakeholders early in the Alignment phase to jointly identify project risks and develop common strategies with the focus of on-time and on-budget delivery of the Project. This workshop shall also focus on clearly assigning responsibilities, setting decision points with clear cutoff deadlines to avoid schedule impacts, and maintain communication about the status of Project-specific Risk Register items. PDDBE, with SMART support, shall investigate project risks identified through quantitative and qualitative measures to determine potential impacts if the risk is left unmitigated.

PDDBE shall regularly review the Risk Register with the greater team to discuss the progress of mitigations to ensure potential risks do not negatively impact the Project.

- Process to develop, assess and implement value engineering ideas

Develop a value engineering log that is agreed upon by both parties where ideas can be added and tracked.

Each value engineering idea shall be routed through cost estimators and schedulers who will provide preliminary costs and the timelines.

Value engineering proposals shall be presented to SMART and relevant stakeholders that include: Description of existing requirements, description of the change, differences between existing and proposed requirements, contract requirements that need to be changed, the change's effect on the end item's performance, effect of change on life cycle, maintenance, and replacement costs, as well as life expectancy, date by which value engineering must be approved, cost estimate, and any other element required by SMART.

SMART will retain ultimate control over which value engineering proposals are incorporated.

- Agree on a master schedule process and draft schedule that results in the Healdsburg Station entering revenue service by December 31, 2028. The schedule submitted by the PDBE as part of their Proposal during the Request for Qualifications solicitation will serve as the baseline concept.
- Develop a draft project PMP
- Agreement on scope and levels of effort for plans and reports.
- Develop a Construction Subcontracting Plan and Requirements

The approved Construction Subcontracting Plan must conform to the requirements of Public Contract Code §22185.6 and Public Contract Code § 4100, the "Subletting and Subcontracting Fair Practices Act". The Subcontracting Plan and Approach submitted in PDBE's Proposal submitted in response to the Request for Qualifications will serve as the baseline concept for the draft Construction Subcontracting Plan to be reviewed.

The objective for the Construction Subcontracting Plan will be to ensure a competitive and transparent process that provides opportunities for local business participation, opportunities for California Certified Small Business Enterprise (SBE) participation, opportunities for California Certified Disadvantaged Business Enterprise (DBE) participation, and promote cost savings opportunities for SMART. To ensure the Subcontracting Plan conforms to these requirements, PDBE must maintain all records of subcontracting activities in enough detail to substantiate an audit and allow SMART to participate in and/or review subcontracting activities throughout the subcontracting process.

- Aligning the design scope with design budget
- Develop potential early work packages and optimal timing

Each task will advance through a Task force structure, which brings together the right disciplines to move work forward, provide consistent input, and support real-time decision-making.

This phase will be completed when both SMART and the PDBE agree there is general alignment to move forward to completing Preliminary Engineering, including a mutually agreed upon budget and cost estimating process, design scope clarity, overall project schedule, and project management procedures.

The scope in this section applies to The Project. The Alignment work developed in The Project can be applied to the Optional Work if optioned in by SMART.

16. 35% Design—Preliminary Engineering

A. General

The intent of the 35% design is to complete a sufficient planning and engineering package to satisfy a preliminary engineering level design effort. The studies and reports required in this stage are intended to provide SMART sufficient time to obtain necessary permits and the PDBE/SMART team with a better understanding of the design and project risks. This stage will result in both the PDBE and SMART developing final design and construction cost estimates in a mutually agreed upon format.

Some elements of this PE Phase can occur concurrent with the Alignment Phase, such as surveying and mapping, geotechnical investigation, permit support and utility conflict plan. The concurrent work can be agreed upon in the Alignment Phase discussions.

Note that value engineering (VE) for this contract is a continual process throughout design. VE ideas that are mutually agreeable to SMART and the PDBE will be incorporated into the design with the intent of improved value to project.

B. Plans and Reports

1. Survey and Mapping:

Review survey and survey control data provided by SMART. Complete additional survey and mapping required to complete the design. At a minimum this includes:

- Topographic survey 20 feet each side of the right of way using LIDAR
- Additional field survey where LIDAR does not provide sufficient detail.

- Detail survey at all grade crossings
- Detail survey at Healdsburg Station site
- Detail survey at all existing bridge, retaining wall, and drainage structures

SMART has provided the PDBE with survey drawings as part of the Baseline Drawings and as CAD files on BIM360. These survey drawings and associated CAD files are considered Reference Documents. This survey information is not sealed and does not conform to a specific survey standard. The PDBE shall not use these survey drawings for final design. The PDBE shall independently provide all survey needed for design.

2. Project Datum

All surveys must be completed on SMART Datum described below.

3. Horizontal Datum

The horizontal datum for the SMART project is based on the California Coordinate System of 1983, Zone 2, NAD Feet, Epoch 2008.00. All Surveys for this project shall be based on this coordinate system.

4. Vertical Datum

The vertical datum for the SMART project is North American Vertical Datum of 1988 (NAVD 88). This datum was established by using the central coast height modernization project performed by the California Spatial Reference Center and National Geodetic Control Levels that run through the project area. The elevations for the project monumentation were established by using 3rd order Caltrans standard level loops.

5. Grid Coordinate System

All surveys for the project shall utilize grid coordinate values for the horizontal system listed under PR 1.3.2. All ground surveys shall be reduced to grid prior to utilizing them for design. During construction, the appropriate combination factor shall be used to convert grid values to ground distances.

6. Monuments to Be Referenced

Monuments to be referenced under this section include existing USGS monuments, NGS monuments, property corner monuments, railroad right-of-way monuments, County benchmarks and horizontal control, SMART control monuments, and any other monuments that are required to be

preserved in accordance with Section 8771 of the California Professional Land Surveyors' Act.

The PDBE shall be responsible for preservation of all monuments except for the SMART primary control monuments. SMART will preserve and reset the primary control monuments as necessary. The PDBE shall notify SMART 5 days prior to performing any work that may result in the destruction of a primary control point to allow SMART the necessary time to relocate the monument.

7. Surveying Tolerances

All surveying for the design and construction of the SMART project shall comply with Caltrans survey standards or better. Surveys shall at a minimum meet 3rd order Caltrans standards. Field notes and other survey data shall be made available to SMART as requested.

8. Submittals

Electronic survey files in AutoCAD 2018/Civil3D 2018 format or newer versions of the software as they become available and are approved for use by SMART.

Survey staking cut sheets and maps (Scale 1" = 40')

The PDBE shall provide to SMART the topographic drawings, electronically, as completed to allow for appropriate review and acceptance. Completed design surveys shall be submitted to SMART within 14 calendar days of completion of the field work for review and acceptance. During the review, if there are any items that are deemed not in compliance with District survey or CAD standards, the drawings shall be corrected within five days.

Record of Surveys shall be submitted to SMART in hardcopy and PDF format before they are submitted to the county for review. After District approval of the documents they shall be submitted to the appropriate County Surveyor for Review. Once the documents have been approved and accepted by the County Surveyor, final versions shall be submitted to SMART in hardcopy and PDF format.

9. Permits

SMART will be responsible for obtaining environmental regulatory permits. The PDBE shall support SMART in obtaining the

environmental regulatory permits by providing graphical information required for permits, such as temporary and permanent impact drawings.

The PDBE is responsible for obtaining all construction activity related permits, including but not limited to encroachment permits, Stormwater Pollution Prevention Plan (SWPPP), encroachment, and de-watering permits.

10. Drainage Report

Prepare a report that documents existing conditions and establishes a baseline of the hydrology, including modeling, in the SMART right of way as well as areas outside the r/w (such as bodies of water that enter or exit the r/w) that affect the r/w. The report shall analyze the proposed changes and modifications to the drainage systems and surrounding areas. The report shall be comprehensive, considering storm water management, hydrology modifications, floodplain impacts, overland flow, and applicable environmental regulations, including Federal Emergency Management Agency (FEMA) flood mapping. The report shall be the basis for all drainage modifications and accommodations in the design of the Project.

11. Utility Conflict Plan

Prepare an existing private and public utilities inventory. The plan shall be accompanied by a comprehensive matrix that will be used by the PDBE to inventory utilities and track conflicts. The matrix will contain all necessary information to resolve utility conflicts and identify non-compliant utility installations. Include the locations of proposed potholes to determine potential utility conflicts. Utility relocation plan shall include drawings showing proposed utility dispositions.

Potholing will be conducted as an Early Work Package and is not included in the cost of Phase I scope.

12. Geotechnical Investigation and Report

Conduct geotechnical investigations with sufficient field and laboratory work (including, borings, corings, test pits, soil tests, subsurface investigations, and laboratory testing) required for the proper engineering and design of the Project. Develop geotechnical recommendations and design requirements for proposed trackbeds, roadway, cut and fill sections, station, bridges, retaining walls, temporary sheeting/bracing systems, and other areas sensitive to subsurface conditions.

The Draft Geotech report shall address the following:

- Physical properties and characteristics of the soils and rock beneath the alignment;
- Ground water levels and anticipated seasonal variations;
- Excavation and site earthwork, including preparation and specifications for the selection, placement, and compaction of structural fill;
- Allowable bearing values for conventional spread footing foundations for structures and retaining walls;
- Estimated settlements and time settlement rates;
- Pile and other types of proposed foundations, including pile types, lateral and vertical capacity, and installation criteria;
- Subdrainage requirements;
- Lateral earth pressure on walls and retaining structures;
- Stability of cut and fill slopes;
- Design pavement sections for reconstructed streets, new streets, access roads, and parking areas;
- Modulus of design for track bed design;
- Seismic hazards and geotechnical seismic design parameters, including liquefaction potential at major structures;
- Hazardous material remediation recommendations; and
- If rock excavation is required, the Estimated quantity of rock by type (bulk/trench) and other requirements necessary to clearly show and define this work on the drawings.
- Prepare drawings illustrating the locations of geotechnical test borings, boring logs, ground water level observation wells, and special geotechnical construction issues. Drawings will conform to SMART's CADD standards for drawings.
- Prepare construction specifications involving geotechnical construction. These sections include excavation and backfilling, pile driving (or other proposed foundation types) and testing, and ground improvement measures.

Deliverables:

- Survey and mapping drawings and electronic files posted to the SMART Autodesk BIM360 site
- Temporary and permanent impact drawings to support environmental permit requirements
- Drainage Report
- Utility Relocation Plan, drawings, and associated tracking matrix
- Draft Geotechnical Report
- Geotechnical Investigation and Report

13. Structures:

- Russian River Bridge:

Prepare a Type/Size/Location (TSL) report for a new or rehabilitated Russian River Railroad Bridge include a non-motorized pathway bridge over the river in accordance with Caltrans requirements. The report shall include constructability considerations and conceptual plans as well as disposition plans for the existing bridge. Review the “Russian River Bridge Evaluation—Healdsburg Subdivision MP 67.62” (See Reference Documents—Draft Russian River Report) and the report on the nearby road bridge across the Russian River (See Reference Documents—Healdsburg Ave Bridge Info).

- Evaluate and provide recommendations for the Old Redwood Highway and Sargent Road grade separations for compliance with roadway standards.
- All other structures: Perform field investigations and prepare a report with recommendations for repair or replacement of all bridge and retaining structures.
- Deliverables:
 - Old Redwood Highway and Sargent Road grade separation white paper
 - Russian River Bridge TSL report
 - Architectural Renderings of two (2) perspectives of a new Russian River Bridge
 - Structures report

14. Design Memorandum

- Prepare a Design Memorandum.

The purpose of this memorandum is to outline the preliminary design considerations and approach for the project. Address the basis of the design elements: Track, Structures, Station, Utilities, Systems. Include recommended design exceptions.

- Deliverables:

Design Memorandum

15. Quality Assurance and Quality Control Plan

- Prepare a QA/QC Plan in accordance with SMARTS QA/QC plan criteria.
- Deliverables:

17. 35% Preliminary Engineering Design—Civil, Structural, and Systems

Perform design activities needed to complete a preliminary engineering design level, including survey, potholing, structures, geometrics, hydraulics, Traffic Operations, etc. The designer shall comply with SMART's Design Criteria Manual, SMART Standard Drawings, and SMART Technical Specifications.

The Technical Specifications shall be revised, and specification sections added, as needed, to reflect the design. The revised specifications will become the PDBE contract Construction Specifications.

Develop 35% level design drawings and Construction Specifications, including, but not limited to:

A. Track

The conceptual horizontal and vertical track alignment is shown in the Civil Track and Pathway Plan and Profile Drawings (See Reference Documents). The PDBE shall advance these drawings to a 35% design level.

The PDBE shall prepare all track work designs, calculations, horizontal and vertical alignments, plans, typical sections, and details. Design shall include locations of crossovers, turnouts, at-grade crossings, structures, and special track work. Alignment, profile, and typical cross section information may be sufficient for construction of large stretches of track work between stations. However, if additional design information, such as cut and fill information, is needed for construction, this information shall be included in the design.

For the Optional Work north of Lytton Springs Road, wood ties in lieu of concrete ties will be considered as a cost reduction measure.

1. Deliverables

Preliminary track drawings and Construction Specifications

B. Structures

1. Prepare preliminary structural designs for bridges and retaining walls, including:

- Identify bridges with potential for rehabilitation
- For new track and pathway bridge designs, use bridge types SMART has used in previous projects (except for Russian River Bridge). Alternative

bridge types will be considered on a case-by-case basis. See Reference Documents– Existing SMART Bridge Plans for reference.

- Russian River Bridge: See Section 16.B.13--Structures above for T/S/L requirement. Evaluate options & select a preferred alternative in coordination with SMART.
- Determine retaining wall types

C. Station and Station Area

1. Prepare a preliminary civil design for the Healdsburg Station located between Front Street and Healdsburg Avenue in Healdsburg. Use SMART’s standard drawings and design criteria for the station and station area. The 35% submittal shall include a preliminary layout of the station with an appropriate level of detail.
2. The station configuration will be a center loaded platform. The following are criteria for the station components.
3. “Standard” SMART center platform.
4. ADA compliant pedestrian grade crossings
5. Two station platform shelters.
6. Standard SMART platform amenities – kiosk, waste/recycle receptacles, lighting, cameras, speaker, signage, real-time display, emergency communication, etc.
7. Provisions card readers: two at each ramp, and one at the TVM.
8. Provisions for one owner-furnished ticket vending machine.
9. Bike lockers & bike racks
10. Electrical service, panel, conduits, pull boxes, and all appurtenances for station-area loads, including station devices, communication cases, lighting, and signal house.
11. Underground conduits and pull boxes connecting communication cases, wayside signals, track circuits, power switch machines, and SMART’s fiber optic ductbank to the new signal house adjacent to the station platform.
12. Station area network, including station communications cabinet and station communications equipment housed in control point signal house, serving fare

collection, fare validation and CCTV systems. No radio coverage studies are required to be performed.

13. Station area and park and ride CCTV system, along with provisions for additional data storage at SMART's Rail Operations Center.

14. CCTV cameras providing field of view of the traffic and pedestrian crossings.

15. Deliverables

- Preliminary Station and Station Area drawings and Construction Specifications
- Two (2) Architectural renderings of the station from different perspectives that depict the planned passenger platform and station amenities with a photo background such that one would easily recognize the location and be able to visualize the new station.

D. Drainage improvements and structures

1. Prepare preliminary drawings, details, and calculations for drainage improvements. All existing culverts that don't meet SMART design criteria shall be replaced with new culverts, in accordance with SMART's design criteria.

2. Deliverables

Preliminary Drainage Improvement Drawings and Construction Specifications

E. Non-Motorized Pathway

1. Design a Class 1 pathway for the locations show in the Civil Track and Pathway Plan and Profile Drawings (See Reference Documents). Design shall include plans, profiles, typical sections, details, and Construction specifications. Free span bridges are preferred and may be required by the environmental reviews, hydrology and hydrologic study appropriate for any drainage improvements necessary for construction of the pathway (see Drainage Improvements and Structures above), and grade crossing designs and complete G.O.88-B application. PDDBE shall support SMART through the approval process with the CPUC. See Systems work below.

2. The pathway shall provide full connectivity to existing sidewalks at track or roadway pedestrian crossings.

3. Traffic signal design includes preemption interconnection to railroad equipment, interconnection to neighboring signals, power and load

calculations, signal design, required striping and signage, raceways, pull boxes, and power drops that adhere to the roadway jurisdiction's requirements.

4. Grade crossing warning system designs include raceways, pull boxes, cameras, and foundation designs for pedestrian gates, vehicle gates, and cantilevers.
5. The pathway shall be illuminated for use in non-daylight hours. Designer shall determine and design lighting of appropriate size and spacing to provide sufficient nighttime lighting for pathway usage. The design shall include determining electrical power needs and coordinating new electrical services.
6. Deliverables:

Pathway Drawings and Construction Specifications

F. Fencing

Develop 35% level fencing design for the entire corridor. Fencing shall be shown on all plan sheets. Identify fencing access points.

G. Systems

1. Develop 35% level systems design and drawings, including, but not limited to:

2. Train Control Systems

- Preliminary Single line diagram
- Preliminary Cable Plan
- Preliminary Control Line Diagram
- Grade Crossing Warning Systems
- Preliminary warning device layout
- Preliminary approach plan with approach types, distances, and warning time calculations

3. Communications

Preliminary network topology map and table depicting and listing all rail and station network switches. Topology map to depict all physical fiber and copper links by link speed/type, network switch bridge IDs, fiber types. This includes the connections to the new switches from existing network switches at the Rail Operation Center.

4. Electrical

Matrix of all railroad systems equipment locations requiring PG&E service, including location, voltage, phase, and preliminary load

5. Deliverables:

Systems drawings and construction specifications

The scope in this section applies to both the Project and Optional Work. *All Optional Work requires a separate Notice to Proceed prior to work being performed.*

18. 65% Level Design Documents

A. General

The intent of the 65% design is to advance the 35% design effort to a 65% design level. The studies and reports from the 35% shall be updated as needed.

B. Plans and Reports:

1. Survey and Mapping: Update the 35% level survey and mapping work as needed.
2. Permits: Continue to support SMART in obtaining environmental regulatory permits.
3. Drainage Report: Update the Drainage Report developed during PE including potholing plan and any completed potholing information.
4. Utility Conflict Plan: Update the existing private and public utilities inventory plan including the comprehensive matrix. Update utility conflict plans.
5. Geotechnical Investigation and Report: Update and finalize the geotechnical report developed during Preliminary Engineering.
6. Update and finalize the Design Memorandum.
7. Update the QA/QC Plan
8. Deliverables
 - Updated survey and mapping drawings and electronic files posted to the SMART Autodesk BIM360 site
 - Updated drawings to support permit requirements
 - Revised Drainage Report
 - Revised Utility Conflict plan and associated tracking matrix
 - Final Geotechnical Report
 - Final design memorandum
 - Final QA/QC plan

C. 65% Engineering Design—Civil, Structural, and Systems

Perform design activities needed to bring the Preliminary Engineering design up to a 65% completion. Advance the design drawings and Construction specifications, including, but not limited to:

1. Track

- Update the 35% track drawings and calculations to 65% design level.
- Deliverables

65% track drawings and Construction Specifications

2. Structures

- Advance structural designs for bridges and retaining walls, including:
 - Bridges for rehabilitation
 - New bridges
 - Russian River Bridge
 - Pathway bridges
 - Retaining walls
 - Deliverables:
 - 65% Structural drawings and Construction Specifications

3. Station and Station Area

- Advance the PE level civil design for the Healdsburg Station.
- Deliverables

65% Station and Station Area drawings and Construction Specifications

4. Drainage improvements and structures

- Advance the preliminary drawings, details, and calculations for drainage improvements
- Deliverables

65% Drainage Improvement Drawings and Construction Specifications

5. Utility Relocation Plans

- Advance Utility Relocation Plans to 65% design level.

- Deliverables

65% Utility Relocation Drawings and Construction Specifications

6. Non-Motorized Pathway

- Advance the pathway design to 65%
- Deliverables:

Pathway Drawings and Construction Specifications

7. Fencing

- Develop 65% level fencing drawings.
- Deliverables:

65% Fencing drawings

8. Systems

Advance 35% design to 65% design including, but not limited to:

- Train Control Systems
 1. Preliminary Single line diagram
 2. Preliminary Cable Plan
 3. Preliminary Control Line Diagram
 4. Preliminary Typical Circuit plans
 5. Preliminary Material List
- Grade Crossing Warning Systems
 1. Preliminary warning device layout
 2. Preliminary approach plan with approach types, distances, and warning time calculations
 3. Preliminary Typical Circuit plans
 4. Preliminary Material List
- Communications
 1. Preliminary network topology map and table depicting and listing all rail and station network switches. Topology map to depict all physical fiber and copper links by link speed/type, network switch bridge IDs, fiber types
 2. Preliminary Typical Site plans
 3. Preliminary Material List

4. Electrical
 - Matrix of all railroad systems equipment locations requiring PG&E service, including location, voltage, phase, and preliminary load
 - Preliminary Material List
 - Preliminary typical one-line diagram
5. Deliverables:

Systems drawings and Construction Specifications

The scope in this section applies to both the Project and Optional Work. *All Optional Work requires a separate Notice to Proceed prior to work being performed.*

19. Summary of Design Stages

The following is a summary table of select Phase I design tasks and stages:

TASK	PHASE I DESIGN STAGE		
	Alignment	35%	65%
Cost Estimate	Greensheet	Yes	Yes
Risk Workshops and Update events	Workshop & initial register with Monthly review/update	Monthly review/update	Monthly review/update
Progress Design & hold point for review	No	Yes	Yes
Organizational Development	Yes (in coordination with SMART to align counterparts)	Review & Update	Review & Update
Needed Permits	Yes (in coordination with SMART to align assumptions)	Monthly review/update	Monthly review/update
Utility conflicts	No	Yes	Monthly review/update
Bridge TSL	No	Yes	Update as needed
Retaining wall type and locations	No	Yes	Update as needed
Drainage report	No	Yes	Update as needed
Geotech report	No	Yes	Update as needed

20. Optional Tasks

A. Geyserville Station—Conceptual Layout

1. Develop up to two (2) alternative conceptual station plans for the Geyserville station that provide sufficient detail for a California Environmental Quality Act (CEQA) analysis. Each layout shall locate a “center” passenger platform between two sets of tracks. The station layout shall include a gauntlet track for CPUC clearance requirements. The layouts shall include ramps and path-of-travel access to the platform. Depending upon location, the station may have access from one end or both ends. Each layout shall include a graphical rendering that illustrates the station in the planned location with a photo background to provide a realistic representation of the proposed station. The layout shall also propose parking which may vary depending upon each site. The station could incorporate existing parking or propose a new parking facility. The layout shall also locate auxiliary amenities such as electric charging stations, bicycle lockers, bicycle racks, and locations for supporting equipment such as signal and communication enclosures. The layouts shall incorporate SMART standard features, design criteria and reference materials.

2. Submittals

This task requires two (2) submittals: 1) Draft; and 2) Final that incorporates SMART comments.

Work may not proceed on this Optional Task until a Notice to Proceed has been issued by SMART’s Project Manager.

B. Geyserville Station and SMART System Connection– 35 % Design-Level Preliminary Engineering

Prepare 35% design-level preliminary engineering package for the Civil, Structural and Systems Design for the SMART rail and pathway system from Healdsburg (MP 72.0) to Geyserville (MP 76.10). The 35% Design-Level package shall be based on the approved conceptual design and layout of the Geyserville Station that was developed and approved in Task 20A. The 35% design-level preliminary engineering package shall follow the instructions, format, requirements and deliverables as defined in the Phase 1 Scope of Work for the Healdsburg Extension Project.

Work may not proceed on this Optional Task until a Notice to Proceed has been issued by SMART’s Project Manager.

C. Geyserville Station and SMART System Connection– 65 % Design-Level Preliminary Engineering

Prepare 65% design-level preliminary engineering package for the Civil, Structural and Systems Design for the SMART rail and pathway system from Healdsburg (MP 72.0) to Geyserville (MP 76.10). The 65% design-level preliminary engineering package shall follow the instructions, format, requirements and deliverables as defined in the Phase 1 Scope of Work for the Healdsburg Extension Project.

Work may not proceed on this Optional Task until a Notice to Proceed has been issued by SMART's Project Manager.

**EXHIBIT B
SCHEDULE OF RATES**

SECTION I: HEALDSBURG EXTENSION PROJECT

The PDBE agrees to perform all Phase I Work included in the Healdsburg Extension Project for an agreed amount as compensation, including the net fee or profit per the lump sum amounts listed in Section I herein.

MILESTONE PAYMENT SCHEDULE	
<i>Milestones</i>	<i>Lump Sum Fee</i>
Alignment Phase	\$2,169,234.25
35% Design-Level Preliminary Engineering Package	\$11,053,077.80
65% Design-Level Preliminary Engineering Package	\$8,532,086.49
TOTAL (SUM OF ALL MILESTONES):	\$21,754,398.54

The lump sum fee for each milestone included in Section I “Healdsburg Extension Project” includes all labor, supervision, supplies, equipment, insurance, travel, taxes, fees, overhead, profit, and all other direct and indirect costs associated with performing the work required under these tasks.

Notes

1. The Alignment Phase Milestone’s Lump Sum Fee may not exceed 10% of the total sum of all milestones for the Healdsburg Extension Project.
2. SMART may authorize progress payments for milestone work based on percent-complete for each milestone. The percent-complete will be determined by SMART.

SECTION II: OPTIONAL WORK

The PDBE agrees to perform all Phase I Work included in the Optional Work for an agreed amount as compensation, including the net fee or profit per the lump sum amounts listed in Section II herein.

MILESTONE PAYMENT SCHEDULE	
<i>Milestones</i>	<i>Lump Sum Fee</i>
Geyserville Station - Conceptual Layout	\$166,772.46
Geyserville Station and SMART System Connection – 35% Design-Level Preliminary Engineering Package	\$4,137,689.91
Geyserville Station and SMART System Connection – 65% Design-Level Preliminary Engineering Package	\$3,487,159.23
TOTAL (SUM OF ALL MILESTONES):	\$7,791,621.60

The lump sum fees for each milestone included in Section II “Optional Work” includes all labor, supervision, supplies, equipment, insurance, travel, taxes, fees, overhead, profit, and all other direct and indirect costs associated with performing the work required under these tasks.

Notes

1. SMART may authorize progress payments for milestone work based on percent complete for each milestone. The percent complete will be determined by SMART.

SECTION III: PHASE II AMENDMENT GENERAL ADMINISTRATIVE & OVERHEAD % AND PROPOSED PROFIT %

<i>DESCRIPTION</i>	<i>PROPOSED %</i>
Phase II Amendment General Administrative & Overhead %	9.28%
Phase II Amendment Profit %	6.00%

Note

1. The Phase II Amendment General Administrative & Overhead % will be the audited rate that will be applied to the project costs agreed upon during the GMP Price Proposal review process. This rate will be set and shall apply to all Phase II Amendments awarded, including net increase or deductive Change Orders.
2. The Phase II Amendment Profit % will be used to determine the fixed fee for all Phase II Amendments awarded. This rate will be applied to the project costs agreed upon during the GMP Price Proposal review process. This rate will be set and shall apply to all Phase II Amendments awarded, including net increase or deductive Change Orders.

THE FOLLOWING PAGES CONSIST OF THE BOTTOMS-UP COST PROPOSALS USED TO CALCULATE THE MILESTONE LUMP SUM FEES

*BOTTOMS-UP COST PROPOSALS USED TO CALCULATE
THE MILESTONE LUMP SUM FEES*

ON FILE WITH CLERK OF THE BOARD

EXHIBIT C

FRA & DOT REQUIREMENTS

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

1. General.

In performance of its obligations pursuant to the Progressive Design-Build Contract (the “Progressive DB Contract”), the Progressive Design-Build Entity (the “PDBE”) agrees to comply with all applicable provisions of federal, state, and local laws, regulations, and Federal Railroad Administration (“FRA”) guidance and directives. The terms of the most recent version of any federal, state, or local laws, regulations, FRA guidance or directives, and amendments to the grant agreement providing funding for this Project that may be subsequently adopted, are applicable to the Progressive DB Contract to the maximum extent feasible, unless the FRA provides otherwise in writing. The federal or state regulations set forth in this Exhibit C to be observed in the performance of the Progressive DB Contract are subject to change, and such changed requirements will apply to the Progressive DB Contract as required. PDBE shall include in its subcontracts, and require its Subcontractors of every tier to include in their respective subcontracts, provisions incorporating the requirements of this Exhibit C. PDBE’s failure to comply with these requirements shall constitute a material breach of the Progressive DB Contract and may result in the withholding of payments to the PDBE, in addition to other remedies.

It is the responsibility of the PDBE and its Subcontractors to ensure that all clauses included in this Exhibit C applicable to the work specified within the Progressive DB Contract are adhered to by the PDBE and its Subcontractor

2. Federal Requirements

- (a) PDBE understands that Sonoma-Marín Area Rail Transit (“SMART”) has received federal funding via a Consolidated Rail Infrastructure and Safety Improvements (“CRISI”) grant (the “Grant”) from the FRA, and may receive additional federal funding from the FRA, United States Department of Transportation (“U.S. DOT”), and/or other federal agencies.
- (b) PDBE acknowledges that it is required to comply with all applicable federal laws, regulations, policies, and related administrative practices, including, specifically, 2 C.F.R. Part 200, “Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards,” and U.S. DOT’s implementing regulations at 2 C.F.R. Part 1201 (the “Federal Requirements”), whether or not they are specifically referenced herein. PDBE acknowledges that federal laws, regulations, policies, and related administrative practices may change and that such changed requirements will apply. PDBE shall ensure compliance by its Subcontractors and include appropriate flow down provisions in each of its lower-

tier Subcontracts as required by applicable federal laws, regulations, policies, and related administrative practices, whether or not specifically referenced herein.

- (c) Notwithstanding anything to the contrary contained in this Progressive DB Contract, as amended from time to time, all FRA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Progressive DB Contract. PDBE shall not perform any act, fail to perform any act, or refuse to comply with any SMART requests that would cause SMART to be in violation of Federal Requirements. PDBE's failure to comply with the Federal Requirements shall constitute a breach of Progressive DB Contract.

3. Monitoring, Controls, and Records

- (a) Pursuant to 2 C.F.R. § 200.337 and 2 C.F.R. § 1201.1, for the same period set forth in clause (2) below, PDBE agrees to permit the Comptroller General of the United States, FRA, or any of such entities' authorized representatives to access and reproduce by any means whatsoever, or to copy excerpts and transcriptions of, as reasonably needed any data, documents, reports, records, contracts, and supporting information relating to the Project for the purpose of conducting an audit, examination, or investigation. PDBE shall comply with any corrective action plan that results from such audits. PDBE agrees to allow such access to records during normal business hours and to allow interviews of any employees or others who might reasonably have information related to such records.
- (b) Pursuant to 2 C.F.R. § 200.334 and 2 C.F.R. § 1201.1, PDBE agrees to maintain all books, records, accounts, and reports required under the Progressive DB Contract for a period of not less than three years after the date of termination or expiration of the Progressive DB Contract, or three years after the date of the closeout of SMART's FRA grant(s), whichever is later, except in the event of litigation or settlement of claims arising from the performance of the Progressive DB Contract, in which case PDBE agrees to maintain same until SMART, the FRA Administrator, the United States Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims, or exceptions related thereto. PDBE shall notify SMART not less than six months prior to disposal of any books, records, accounts and reports required under the Progressive DB Contract.
- (c) PDBE agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552(a). PDBE understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to the individuals involved with the maintenance of federal records, and that failure to comply with the terms of the Privacy Act may result in termination of the Progressive DB Contract.
- (d) PDBE agrees that FRA, through its authorized representatives, has the right, at all reasonable times, to make site visits to review Project accomplishments and for

other reasons. If any site visit is made by FRA on the premises of PDBE or any of its Subcontractors under the Progressive DB Contract, PDBE shall provide, and shall require its Subcontractors to provide, all reasonable facilities and assistance for the safety and convenience of FRA representatives in the performance of their duties. All site visits and evaluations shall be performed in such a manner as will not unduly delay work being conducted by PDBE or Subcontractor.

- (e) PDBE shall include this provision in all of its agreements with its Subcontractors.
- (f) State Audit, Inspection, Access to Records and Retention of Records Requirements.
 - i) PDBE 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. PDBE 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. PDBE and its Subcontractors shall permit representatives of the State and State Auditor to inspect, examine, make excerpts, or transcribe PDBE's and its Subcontractors' work, documents, papers, materials, payrolls, books, records, accounts, and any and all data relevant to the Progressive DB Contract at any reasonable time and to audit and verify statements, invoices, or bills submitted by PDBE and its Subcontractors pursuant to the Progressive DB Contract, 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.
 - ii) The State, its representatives, and the State Auditor further reserve the right to examine, inspect, or make copies or excerpts of all work, documents, papers, materials, payrolls, books and accounts, and data pertaining to the Progressive DB Contract and to inspect and re-examine said work, documents, papers, materials, payrolls, books, records, accounts, and data during the life of the Progressive DB Contract and for the three (3) year period following the final payment under the Progressive DB Contract, and PDBE 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 the Progressive DB Contract and all pending matters are closed.
 - iii) Any costs for which PDBE and its Subcontractors have received payment that are determined by subsequent audit to be unallowable under the terms of the Progressive DB Contract may be required to be repaid to SMART by the PDBE and its Subcontractors. Should PDBE 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 PDBE and its Subcontractors from any source.

- iv) PDBE agrees that the Contract Cost Principles and Procedures at least as restrictive as 48 C.F.R., Federal Acquisition Regulations System, Chapter 1, Part 31 *et seq.*, shall be used to determine the allowability of individual items of costs.
- v) PDBE agrees to comply with federal procedures in accordance with 2 C.F.R. Part 200.
- vi) Any costs for which payments have been made to PDBE, which are determined by subsequent audit to be unallowable under 48 C.F.R., Federal Acquisition Regulations System, Chapter 1, Part 31 *et seq.*, or 2 C.F.R. Part 200, are subject to repayment by PDBE to SMART.

4. Buy America

- (a) Steel, iron, and manufactured products used in the Project are subject to 49 U.S.C. § 22905(a), as implemented by FRA. PDBE acknowledges that this Progressive DB Contract is neither a waiver of 49 U.S.C. § 22905(a)(1) nor a finding under 49 U.S.C. § 22905(a)(2). Construction materials used in the Project are subject to the domestic preference requirement at Section 70914 of the Build America, Buy America Act, Pub. L. No. 117-58, div. G, tit. IX, subtitle A, 135 Stat. 429, 1298 (2021) and 2 C.F.R. Part 184, as implemented by the Office of Management of Budget (“OMB”), U.S. DOT, and FRA. PDBE acknowledges that Progressive DB Contract is neither a waiver of § 70914(a) nor a finding under § 70914(b).
- (b) Under 2 C.F.R. § 200.322, PDBE should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States.
- (c) PDBE shall include this provision in all of its agreements with its Subcontractors.

5. Small and Disadvantaged Business Requirements

- (a) PDBE shall comply with the requirements at 2 C.F.R. § 200.321 (Contracting with small businesses, minority businesses, women’s business enterprises, veteran-owned businesses, and labor surplus area firms).

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

- (a) PDBE acknowledges that Section 889 of Pub. L. No. 115-232 and 2 C.F.R. § 200.216 prohibit PDBE and all Subcontractors from procuring or obtaining

certain telecommunications and video surveillance equipment or services under this Progressive DB Contract.

7. Property and Equipment

- (a) PDBE will comply with the property standards of 2 C.F.R. §§ 200.310 through 200.316 and will ensure compliance with these standards for all tiers of Subcontractors.

8. Labor and Work

- (a) If the Department of Labor's Office of Federal Contract Compliance Programs ("OFCCP") selects this Project for participation in the Mega Construction Project Program, then PDBE shall coordinate with OFCCP, as requested by SMART.

9. Critical Infrastructure Security and Resilience

- (a) Consistent with Presidential Policy Directive 21, "Critical Infrastructure Security and Resilience" (dated February 12, 2013), and the National Security Presidential Memorandum on Improving Cybersecurity for Critical Infrastructure Control Systems (dated July 28, 2021), PDBE will consider physical and cyber security and resilience in planning, design, and oversight of the Project.

10. Prohibition of Trafficking in Persons

- (a) PDBE agrees that during the term of the Progressive DB Contract, in accordance with Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. § 7104(g)) and 2 C.F.R. Part 170, PDBE and its employees, and its Subcontractors (of any tier) and all of their employees, shall not engage in severe forms of trafficking in persons, procure a commercial sex act, or use forced labor in the performance of the Progressive DB Contract.
- (b) PDBE shall include this provision in all of its agreements with its Subcontractors.

11. Federal Lobbying Activities Certification

- (a) PDBE certifies, to the best of its knowledge and belief, that:
 - (i) No state or federal appropriated funds have been paid or will be paid, by or on behalf of PDBE, to any person for influencing or attempting to influence an officer or employee of any state or federal agency, a member of the United States Congress, an officer or employee of Congress, or any employee of a member of Congress in connection with the awarding of any federal agreement, 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 agreement, grant, loan, or cooperative agreement.

- (ii) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Agreement, PDBE shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (iii) This certification is a material representation of fact upon which reliance was placed when the Progressive DB Contract was made or entered into. Submission of this certification is a prerequisite for making or entering into the Progressive DB Contract imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.
- (iv) PDBE also agrees that by signing the Progressive DB Contract, it shall require that the language of this certification be included in all lower-tier Subcontracts, which exceed \$100,000, and that all such Subcontractors shall certify and disclose accordingly.

12. Assurance Concerning Nondiscrimination in Federally-Assisted Programs and Activities Receiving or Benefitting from Federal Financial Assistance

- (a) By signing and submitting its Statement of Qualifications ("SOQ") and by entering into the Progressive DB Contract, PDBE hereby agrees that it is subject to and will comply with the following statutes and regulations, hereinafter referred to as the "Acts" and "Regulations," respectively:
 - (i) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
 - (ii) 49 C.F.R. Part 21 (entitled "Non-discrimination in Federally-Assisted Programs of the Department Of Transportation—Effectuation Of Title VI Of The Civil Rights Act Of 1964"); and
 - (iii) 28 C.F.R. § 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964).
- (b) During the performance of the Progressive DB Contract, PDBE, for itself, its assignees, and successors in interest, agrees as follows:
 - (i) **Compliance with Regulations:** PDBE will comply with the Acts and the Regulations relative to non-discrimination in federally assisted programs of the U.S. DOT and FRA, as they may be amended from time to time, which are herein incorporated by reference and made a part of the Progressive DB Contract.

- (ii) **Non-discrimination:** PDBE, with regard to the work performed by it during the Progressive DB Contract, as amended, will not discriminate on the grounds of race, color, or national origin in the selection and retention of Subcontractors, including procurements of materials and leases of equipment. PDBE will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Progressive DB Contract covers any activity, project, or program set forth in Appendix B of 49 C.F.R. Part 21.
- (iii) **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation, made by PDBE for work to be performed under a Subcontract, including procurements of materials or leases of equipment, each potential Subcontractor or supplier will be notified by PDBE of PDBE's obligations under the Progressive DB Contract and the Acts and the Regulations relative to non-discrimination on the grounds of race, color, or national origin.
- (iv) **Information and Reports:** PDBE will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by SMART or the FRA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of PDBE or a Subcontractor is in the exclusive possession of another who fails or refuses to furnish the information, PDBE will so certify to SMART or the FRA, as appropriate, and will set forth what efforts it has made to obtain the information.
- (v) **Sanctions for Noncompliance:** In the event of PDBE's noncompliance with the nondiscrimination provisions of the Progressive DB Contract, SMART will impose such sanctions as it or the FRA may determine to be appropriate, including, but not limited to:
 - A. withholding payments to PDBE under the Progressive DB Contract, as amended, until PDBE complies; and/or
 - B. cancelling, terminating, or suspending the Progressive DB Contract, as amended, in whole or in part.
- (vi) **Incorporation of Provisions:** PDBE will include the provisions of paragraphs (i) through (vi) in every Subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts or the Regulations and directives issued pursuant thereto. PDBE will take action with respect to any Subcontract or procurement

as SMART or the FRA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided that, if PDBE becomes involved in, or is threatened with, litigation by a Subcontractor or supplier because of such direction, PDBE may request SMART to enter into any litigation to protect the interests of SMART. In addition, PDBE may request the United States to enter into the litigation to protect the interests of the United States.

- (c) During the performance of the Progressive DB Contract, as amended, PDBE, for itself, its assignees, and successors in interest, agrees to comply with non-discrimination statutes and authorities, including, but not limited to, the following:
- (i) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin) and 49 C.F.R. Part 21;
 - (ii) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of federal or federal-aid programs and projects);
 - (iii) Federal-Aid Highway Act of 1973 (23 U.S.C. § 324 *et seq.*) (prohibits discrimination on the basis of sex);
 - (iv) Section 504 of the Rehabilitation Act of 1973, as amended, (29 U.S.C. § 794 *et seq.*) (prohibits discrimination on the basis of disability) and 49 C.F.R. Part 27;
 - (v) The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*) (prohibits discrimination on the basis of age);
 - (vi) Airport and Airway Improvement Act of 1982, as amended, (49 U.S.C. § 471, Section 47123) (prohibits discrimination based on race, creed, color, national origin, or sex);
 - (vii) The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973 by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the federal-aid recipients, sub-recipients, and contractors, whether such programs or activities are federally funded or not);
 - (viii) Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 –

12189) as implemented by U.S. DOT regulations at 49 C.F.R. Parts 37 and 38;

- (ix) The Federal Aviation Administration’s non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- (x) Executive Order 12898, “Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations,” which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- (xi) Executive Order 13166, “Improving Access to Services for Persons with Limited English Proficiency,” and resulting agency guidance. National origin discrimination includes discrimination because of limited English proficiency (“LEP”). To ensure compliance with Title VI, PDBE must take reasonable steps to ensure that LEP persons have meaningful access to its programs (70 Fed. Reg. at 74087 to 74100); and
- (xii) Title IX of the Education Amendments of 1972, as amended, which prohibits PDBE from discriminating because of sex in education programs or activities (20 U.S.C. § 1681 *et seq.*).

13. Certification Regarding Debarment, Suspension, and Other Responsibility Matters – Primary Covered Transactions

- (a) These assurances and certifications are applicable to all federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts, or any other covered transaction requiring FRA approval or that is estimated to cost \$25,000 or more—as defined in 2 C.F.R. Parts 180 and 1200.
- (b) By signing and submitting its SOQ and by entering into the Progressive DB Contract, PDBE is providing the assurances and certifications for First Tier Participants and Lower Tier Participants, as set out below.
 - (i) Instructions for Certification – First Tier Participants:
 - A. PDBE is providing the certification set out below.
 - B. The inability of PDBE to provide the certification set out below will not necessarily result in denial of participation in Progressive DB Contract. PDBE shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with SMART’s

determination whether to enter into the Progressive DB Contract. However, failure of PDBE to furnish a certification or an explanation shall disqualify it from participation in the Progressive DB Contract.

- C. The certification in this clause is a material representation of fact upon which reliance was placed when SMART determined to enter into the Progressive DB Contract. If it is later determined that PDBE knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, SMART may terminate the Progressive DB Contract for cause or default.
- D. PDBE shall provide immediate written notice to SMART if any time PDBE learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- E. The terms “covered transaction,” “civil judgment,” “debarred,” “suspended,” “ineligible,” “participant,” “person,” “principal,” and “voluntarily excluded,” as used in this clause, are defined in 2 C.F.R. Parts 180 and 1200. “First Tier Covered Transactions” refers to the Progressive DB Contract. “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as Subcontracts). “First Tier Participant” refers to PDBE. “Lower Tier Participant” refers to any participant that has entered into a covered transaction with the First Tier Participant or other Lower Tier Participants (such as Subcontractors and suppliers).
- F. PDBE agrees by submitting its SOQ that, should the Progressive DB Contract be entered into, it shall not knowingly enter into any Lower Tier Covered Transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in the Progressive DB Contract, unless authorized by SMART.
- G. PDBE further agrees by submitting its SOQ that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions” and provided by SMART, without modification, in all Lower Tier Covered Transactions and in all solicitations for Lower Tier Covered Transactions exceeding the \$25,000 threshold.
- H. PDBE may rely upon a certification of a prospective participant in a Lower Tier Covered Transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction,

unless it knows that the certification is erroneous. PDBE is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, PDBE may, but is not required to, check the System for Award Management (“SAM”) website <https://www.sam.gov/>, which is compiled by the General Services Administration (“GSA”).

- I. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of PDBE is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
 - J. Except for transactions authorized under paragraph (F) of these instructions, if PDBE knowingly enters into a Lower Tier Covered Transaction with a Subcontractor that is suspended, debarred, ineligible, or voluntarily excluded from participation in the Progressive DB Contract, in addition to other remedies available to the federal government, SMART may terminate the Progressive DB Contract for cause or default.
- (ii) Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – First Tier Participants:
- A. PDBE certifies to the best of its knowledge and belief, that it and its principals:
 - 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any federal department or agency;
 - 2. Have not within a three-year period preceding this SOQ been convicted of or had a civil judgment, including a civil settlement, rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
 4. Have not within a three-year period preceding its SOQ had one or more public transactions (federal, state, or local) terminated for cause or default.
- B. Where PDBE is unable to certify to any of the statements in this certification, it shall attach an explanation to its SOQ.
- (iii) Instructions for Certification - Lower Tier Participants (applicable to all Subcontracts, purchase orders, and other Lower Tier Covered Transactions requiring prior FRA approval or estimated to cost \$25,000 or more - 2 C.F.R. Parts 180 and 1200):
- A. The prospective lower tier participant is providing the certification set out below.
 - B. The certification in this clause is a material representation of fact upon which reliance was placed when the Progressive DB Contract was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, SMART may pursue available remedies, including suspension and/or debarment.
 - C. The prospective lower tier participant shall provide immediate written notice to PDBE if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
 - D. The terms “covered transaction,” “civil settlement,” “debarred,” “suspended,” “ineligible,” “participant,” “person,” “principal,” and “voluntarily excluded,” as used in this clause, are defined in 2 C.F.R. Parts 180 and 1200. A lower tier participant may contact PDBE for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to the Progressive DB Contract. “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as Subcontracts). “First Tier Participant” refers to PDBE. “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as Subcontractors and suppliers).
 - E. The prospective lower tier participant agrees by submitting its proposal that, should the proposed covered transaction be entered

into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in the Progressive DB Contract, unless authorized by SMART.

- F. The prospective lower tier participant further agrees by submitting its proposal that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
 - G. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the SAM website (<https://www.sam.gov/>), which is compiled by the GSA.
 - H. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
 - I. Except for transactions authorized under paragraph (E) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, SMART may pursue available remedies, including suspension and/or debarment.
- (iv) Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion -- Lower Tier Participants:
- A. The prospective lower tier participant certifies, by submission of its proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any federal department or agency.

- B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to its proposal.

14. Requirements Regarding Delinquent Tax Liability or a Felony Conviction Under Any Federal Law

- (a) As required by Sections 744 and 745 of Title VII, Division E, of the Consolidated Appropriations Act, 2022, Pub. L. No. 117-103 (Mar. 15, 2022), and implemented through U.S. DOT Order 4200.6, SMART will not enter into the Progressive DB Contract with any corporation that:

- (i) Has any unpaid federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the SMART is aware of the unpaid tax liability, unless a federal agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the government; or
- (ii) Was convicted of a felony criminal violation under any federal law within the preceding 24 months, where SMART is aware of the conviction, unless a federal agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the government.

- (b) PDDBE therefore agrees:

- (i) **Definitions.** For the purposes of this clause, the following definitions apply:
 - A. **“Covered Transaction”** means a transaction that uses any funds under this Project and that is a contract, memorandum of understanding, cooperative agreement, grant, loan, or loan guarantee.
 - B. **“Felony Conviction”** means a conviction within the preceding 24 months of a felony criminal violation under any federal law and includes conviction of an offense defined in a section of the United States Code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

- C. **“Participant”** means PDBE, an entity who submits a proposal for a Covered Transaction, or an entity who enters into a Covered Transaction.
 - D. **“Tax Delinquency”** means an unpaid federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- (iii) **Mandatory Check in the System for Award Management.** Before entering a Covered Transaction with another entity, PDBE shall check SAM at <http://www.sam.gov/> for an entry describing that entity.
- (iv) **Mandatory Certifications.** Before entering a Covered Transaction with another entity, PDBE shall require that entity to:
- A. Certify whether the entity has a Tax Delinquency; and
 - B. Certify whether the entity has a Felony Conviction.
- (v) **Prohibition.** If:
- A. the SAM entry for an entity indicates that the entity has a Tax Delinquency or a Federal Conviction;
 - B. an entity provides an affirmative response to either certification in paragraph (iii); or
 - C. an entity’s certification under paragraph (iii) was inaccurate when made or became inaccurate after being made
- then PDBE shall not enter into or continue a Covered Transaction with that entity unless the U.S. DOT has determined in writing that suspension or debarment of that entity are not necessary to protect the interests of the government.
- (v) **Mandatory Notice to the U.S. DOT.**
- A. If the SAM entry for a Participant indicates that the Participant has a Tax Delinquency or a Felony Conviction, PDBE shall notify SMART, which will notify the U.S. DOT in writing of that entry.
 - B. If a Participant provides an affirmative response to either certification in paragraph (iii), PDBE shall notify SMART, which will notify the U.S. DOT in writing of that affirmative response.

- C. If PDBE knows that a Participant’s certification under paragraph (iii) was inaccurate when made or became inaccurate after being made, PDBE shall notify SMART, which will notify the U.S. DOT in writing of that inaccuracy.
- (vi) **Flow Down.** For all Covered Transactions, including all tiers of Subcontracts and subawards, PDBE shall:
 - A. require the SAM check in paragraph (ii);
 - B. require the certifications in paragraph (iii);
 - C. include the prohibition in paragraph (iv); and
 - D. require all Participants to notify SMART in writing of any information that would require SMART to notify the U.S. DOT under paragraph (v).

15. Smart Policy to Ban Text Messaging While Driving

- (a) *Definitions.* The following definitions are intended to be consistent with the definitions in U.S. DOT Order 3902.10, “Text Messaging While Driving” (dated December 30, 2009), and Executive Order 13513, “Federal Leadership on Reducing Text Messaging While Driving” (dated October 1, 2009).
 - (i) **“Motor Vehicles”** means any vehicle, self-propelled or drawn by mechanical power, designed and operated principally for use on a local, state, or federal roadway, but does not include a military design motor vehicle or any other vehicle excluded under Federal Management Regulation 102-34-15.
 - (ii) **“Driving”** means operating a motor vehicle on a roadway, including while temporarily stationary because of traffic congestion, a traffic signal, a stop sign, another traffic control device, or otherwise. It does not include being in your vehicle (with or without the motor running) in a location off the roadway where it is safe and legal to remain stationary.
 - (iv) **“Text messaging”** means reading from or entering data into any handheld or other electronic device (including, but not limited to, cell phones, navigational tools, laptop computers, or other electronic devices), including for the purpose of Short Message Service (“SMS”) texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include the use of a cell phone or other electronic device for the limited purpose of entering a telephone number to make an outgoing call or answer an incoming call, unless this practice is prohibited by state or local law.

The term also does not include glancing at or listening to a navigational device that is secured in a commercially designed holder affixed to the vehicle, provided that the destination and route are programmed into the device either before driving or while stopped in a location off the roadway where it is safe and legal to remain stationary.

- (v) “**Government**” includes the United States Government and state, local, and tribal governments at all levels.
- (j) *Workplace Safety*. In accordance with Executive Order 13513, “Federal Leadership on Reducing Text Messaging While Driving” (dated October 1, 2009) and U.S. DOT Order 3902.10, “Text Messaging While Driving” (dated December 30, 2009), PDBE and Subcontractors are encouraged to:
 - (i) adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving—
 - A. Company-owned or -rented vehicles or Government-owned, leased, or rented vehicles; or
 - B. Privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government.
 - (ii) conduct workplace safety initiatives in a manner commensurate with the size of the business, such as—
 - A. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - B. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- (j) *Subawards and Contracts*. To the extent permitted by law, PDBE shall insert the substance of this clause, including this paragraph (iii), in all Subcontracts that exceed the micro-purchase threshold, other than Subcontracts for the acquisition of commercially available off-the-shelf items.

16. Cargo Preference

- (a) The requirements of the Cargo Preference Act of 1954 apply to all contracts involving the transport of equipment, materials, or commodities by ocean vessel.
- (b) PDBE agrees:
 - (i) to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever

shipping any equipment, material, or commodities pursuant to the Progressive DB Contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;

- (ii) to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to SMART (through PDBE in the case of a Subcontractor's bill-of-lading.); and
- (iii) to include these requirements in all Subcontracts issued pursuant to the Progressive DB Contract when the Subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

17. Seismic Safety

- (a) PDBE agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in U.S. DOT Seismic Safety Regulations 49 C.F.R. Part 41 and will certify to compliance to the extent required by the regulation. PDBE also agrees to ensure that all work performed under the Progressive DB Contract, including work performed by a Subcontractor, is in compliance with the standards required by the Seismic Safety regulations and the certification of compliance issued on the Project.

18. Fly America

- (a) *Definitions.* As used in this clause--
 - (i) "International air transportation" means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States.
 - (ii) "United States" means the 50 States, the District of Columbia, and outlying areas.
 - (iii) "U.S.-flag air carrier" means an air carrier holding a certificate under 49 U.S.C. Chapter 411.
- (b) When federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) (the "Fly America Act") requires contractors, recipients, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by

those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

- (c) If available, PDBE, in performing work under the Progressive DB Contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.
- (d) In the event that PDBE selects a carrier other than a U.S.-flag air carrier for international air transportation, PDBE shall include a statement on vouchers involving such transportation essentially as follows:

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

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

(End of Statement)

- (e) PDBE shall include the substance of this clause, including this Section 18(e), in each Subcontract or purchase under the Progressive DB Contract that may involve international air transportation.

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

- (a) PDBE acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the Progressive DB Contract, PDBE certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FRA assisted project for which this work is being performed. In addition to other penalties that may be applicable, PDBE further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the federal government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on PDBE to the extent the federal government deems appropriate.
- (b) PDBE also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the federal government under a contract connected with a project that is financed in whole or in part with federal assistance, the government reserves the right to impose the penalties of 18 U.S.C. § 1001 on PDBE, to the extent the federal government deems appropriate.

- (c) PDDBE agrees to include the above two clauses in each Subcontract. It is further agreed that the clauses shall not be modified, except to identify the Subcontractor who will be subject to the provisions.

20. Recycled Products

- (a) PDDBE agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, (42 U.S.C. § 6962) and U.S. Environmental Protection Agency (U.S. EPA), “Comprehensive Procurement Guideline for Products Containing Recovered Materials,” 40 C.F.R. Part 247.

21. Clean Air

- (a) PDDBE agrees:
 - (i) It will not use any violating facilities;
 - (ii) It will report the use of facilities placed on or likely to be placed on the U.S. EPA “List of Violating Facilities”;
 - (iii) It will report violations of use of prohibited facilities to FRA; and
 - (iv) It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q) and the Federal Water Pollution Control Act, as amended, (33 U.S.C. §§ 1251-1387).

22. Energy Conservation

- (a) PDDBE agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

23. Flood Insurance

- (a) PDDBE agrees to comply with flood insurance laws and guidance as follows:
 - (i) It will have flood insurance as required by the Flood Disaster Protection Act of 1973 (42 U.S.C. § 4012a(a)) for any building located in a special flood hazard area (100-year flood zone), before accessing federal assistance to acquire, construct, reconstruct, repair, or improve that building.
 - (ii) Each such building and its contents will be covered by flood insurance in an amount at least equal to the federal investment (less estimated land cost) or to the maximum limit of coverage made available with

respect to the particular type of property under the National Flood Insurance Act of 1968, 42 U.S.C. § 4001, et seq., whichever is less.

24. Environmental Protections

- (a) General. PDBE will comply with all applicable environmental and resource use laws, regulations, and requirements, and follow applicable guidance, now in effect or that may become effective in the future, including state and local laws, ordinances, regulations, and requirements and follow applicable guidance.
- (b) National Environmental Policy Act. An award of federal assistance requires the full compliance with applicable environmental laws, regulations, and requirements. Accordingly, PDBE will comply and facilitate compliance with federal laws, regulations, and requirements, including, but not limited to, the following:
 - (i) The National Environmental Policy Act of 1969 (“NEPA”), as amended, 42 U.S.C. §§ 4321, et seq., as limited by 42 U.S.C. § 5159, and the Council on Environmental Quality’s (“CEQ”) implementing regulations 40 CFR Part 1500 – 1508;
 - (ii) Executive Order No. 11514, as amended, “Protection and Enhancement of Environmental Quality,” March 5, 1970, 42 U.S.C. § 4321 note (35 Fed. Reg. 4247); and
 - (iii) Other federal environmental protection laws, regulations, and requirements applicable to the Project and the Progressive DB Contract and any amendments thereto.
- (c) Environmental Justice. PDBE will promote environmental justice by following:
 - (i) Executive Order No. 12898, “Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations,” February 11, 1994, 42 U.S.C. § 4321 note, (59 Fed. Reg. 7629, 3 C.F.R. 1994 Comp., p. 859) as well as facilitating compliance with that Executive Order; and
 - (ii) U.S. DOT Order 5610.2(a), “Department of Transportation Updated Environmental Justice Order,” 77 Fed. Reg. 27534, May 10, 2012.
- (d) Other Environmental Federal Laws. PDBE will comply or facilitate compliance with all applicable federal laws, regulations, and requirements, and will follow applicable guidance, including, but not limited to, the Clean Air Act; Clean Water Act; Wild and Scenic Rivers Act of 1968; Coastal Zone Management Act of 1972; the Endangered Species Act of 1973; Magnuson Stevens Fishery Conservation and Management Act; Resource Conservation and Recovery Act; Comprehensive Environmental Response, Compensation, and Liability Act;

Executive Order No. 11990 relating to “Protection of Wetlands”; and Executive Order No. 11988, as amended, “Floodplain Management.”

- (e) Use of Certain Public Lands. PDBE will comply with U.S. DOT laws, specifically 49 U.S.C. § 303 (often referred to as “section 4(f)").
- (f) Historic Preservation. PDBE will:
 - (i) Comply with U.S. DOT laws, including 49 U.S.C. § 303 (often referred to as “section 4(f)”), which requires certain findings be made before an award may be undertaken if it involves the use of any land from a historic site that is on or eligible for inclusion on the National Register of Historic Places.
 - (ii) Encourage compliance with the federal historic and archaeological preservation requirements of section 106 of the National Historic Preservation Act, as amended, 54 U.S.C. § 306108.
 - (iii) Comply with the Archeological and Historic Preservation Act of 1974, as amended, 54 U.S.C. § 312501, et seq.
 - (iv) Comply with U.S. Advisory Council on Historic Preservation regulations, “Protection of Historic Properties,” 36 C.F.R. Part 800.
 - (v) Comply with federal requirements and follow federal guidance to avoid or mitigate adverse effects on historic properties.
- (g) Indian Sacred Sites. PDBE will facilitate compliance with federal efforts to promote the preservation of places and objects of religious importance to American Indians, Eskimos, Aleuts, and Native Hawaiians, and facilitate compliance with the American Indian Religious Freedom Act (42 U.S.C. § 1996) and Executive Order No. 13007, “Indian Sacred Sites,” May 24, 1996, 42 U.S.C. § 3161 note (61 Fed. Reg. 26771).

25. Davis-Bacon and Copeland “Anti-Kickback”

- (a) The Davis-Bacon and Copeland Acts are codified at 40 U.S.C. § 3141, et seq., and 18 U.S.C. § 874 (the “Acts”). The Acts apply to the Progressive DB Contract and its Subcontracts (40 U.S.C. § 3145(a), 29 C.F.R. § 5.2(h), and Appendix II to 2 C.F.R. Part 200). Construction for purposes of the Acts, include “actual construction, alteration, and/or repair, including painting and decorating” as defined by 29 C.F.R. § 5.5(a).
- (b) Compliance with the Davis-Bacon Act.
 - (i) PDBE and Subcontractors at any tier agree to comply with the Davis-Bacon Act (40 U.S.C. § 3141, et seq.) and implementing United States Department of Labor (“U.S. DOL”) regulations “Labor Standards

Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction” found at 29 C.F.R. Part 5.

- (ii) In accordance with the Davis-Bacon Act, PDBE must 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, PDBE must be required to pay wages not less than once a week.
 - (iii) A copy of the current prevailing wage determination issued by the U.S. DOL, which must be adhered to by PDBE and all of its Subcontractors, is included in the Progressive DB Contract, as amended. PDBE shall report all suspected or reported violations to SMART, which will in turn report all violations to the FRA.
- (c) Compliance with the Copeland “Anti-Kickback” Act.
- (i) PDBE. PDBE shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into Progressive DB Contract.
 - (ii) Subcontracts. PDBE or Subcontractor shall insert in any Subcontracts the clause above and such other clauses as the FRA may by appropriate instructions require, and also a clause requiring the Subcontractors to include these clauses in any lower tier Subcontracts. PDBE shall be responsible for the compliance by any Subcontractor or lower tier Subcontractor with this clause.
 - (iii) Breach. A breach of this Section 24.3 may be grounds for termination of the Progressive DB Contract and for debarment of PDBE and any breaching Subcontractor as provided in 29 C.F.R. § 5.12.

26. Prompt Payment.

- (a) *Applicability: All Non-Public Works Contracts*
- (b) PDBE shall promptly pay any and all Subcontractor invoices by an instrument that guarantees availability of funds immediately upon deposit of said instrument. PDBE is required to pay Subcontractors for satisfactory performance of their contracts no later than thirty (30) days from receipt of payment by SMART.
- (c) If PDBE determines the Work of the Subcontractors to be unsatisfactory, PDBE 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 PDBE to comply with this requirement will be construed to be a breach of the Progressive DB Contract and may be subject to sanctions as specified in the Progressive DB Contract.

- (d) SMART will not withhold retainage from the PDBE, and the PDBE is prohibited from withholding retainage from the Subcontractor.
- (e) PDBE shall provide proof of Subcontractor payment to SMART for the previous payment period.

27. Prompt Payment.

- (a) *Applicability: All Public Works Contracts*
- (b) PDBE shall promptly pay any and all Subcontractor invoices by an instrument that guarantees availability of funds immediately upon deposit of said instrument. PDBE is required to pay Subcontractors for satisfactory performance of their contracts no later than seven (7) days from receipt of payment by SMART. *California Business and Professions Code § 7108.5*
- (c) If PDBE determines the Work of the Subcontractors to be unsatisfactory, PDBE 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 PDBE to comply with this requirement will be construed to be a breach of the Progressive DB Contract and may be subject to sanctions as specified in the Progressive DB Contract.
- (d) PDBE must pay retainage to the Subcontractor within thirty (30) days after the Subcontractor's Work is satisfactorily completed. A Subcontractor's Work is satisfactorily completed when all the tasks called for in the Subcontract have been accomplished and documented as required by SMART. Should SMART make incremental acceptance of a portion of the Progressive DB Contract, the Work of the Subcontractor covered by that acceptance is deemed to be satisfactorily completed.
- (e) PDBE shall provide proof of Subcontractor payment to SMART for the previous payment period.



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

September 17, 2025

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

SUBJECT: Adoption of Resolution of Necessity for SMART's Pathway Project

Dear Board Members:

RECOMMENDATION:

Adopt Resolution No. 2025-27, Resolution of Necessity to acquire real property interests by eminent domain for the SMART pathway project

SUMMARY:

SMART's enabling legislation, AB 2224, provides for the construction and operation of complementary bicycle and pedestrian pathways within its rights of way, as part of its rail transit system. SMART's Bicycle and Pedestrian Pathway (the "Project") is being completed in phases and is designed to accommodate walking, bicycling, and other non-motorized uses within the boundaries of SMART's existing active rail corridor.

SMART believes that it currently owns the fee interest in the property necessary for the Project and/or owns a railroad easement that encompasses the right to construct, operate, and maintain the Project. SMART is aware that certain owners of property abutting SMART's existing railroad corridor dispute SMART's ownership claim and believe they own the fee interest underlying some or all of the property within the rail corridor being used for the Project, and they may attempt to bar SMART from using the property. SMART intends to file a quiet title action seeking to confirm rights. Where appropriate, SMART also intends, as an alternative to quiet title, to seek to acquire certain pathway easement rights (the "Pathway Easements") within the SMART railroad corridor to protect this important public asset, and to ensure the public's uninterrupted use. While SMART maintains it already holds authority to construct and operate the Pathway within its railroad corridor, formal Pathway Easements allow for clear title confirmation.

In an effort to clear title, SMART made an offer of fair and equitable compensation ("just compensation") to adjacent property owners for the purchase of an easement. Offer letters were mailed to property owners in July and August. Over the past 43 days, SMART has attempted to negotiate amicable settlements with property owners in good faith and will continue to do so throughout the process. However, as of the date of preparation of this report, a negotiated purchase has not yet been reached with some property owners.

The Board of Directors are being asked to consider adoption of a Resolution of Necessity to acquire pathway easements from the property owners listed in the attached table. SMART is authorized to acquire the Property through the exercise of the power of eminent domain pursuant to the California Constitution, Article I, Section 19, California Public Utilities Code sections 105085 and 105086, and Code of Civil Procedure sections 1230.010-1273.050, and other provisions of law. The power of eminent domain is used by SMART as a last resort to obtain property interests necessary for the Pathway project.

California eminent domain law provides that a public entity may not commence an eminent domain proceeding on property until the governing body has adopted a resolution of necessity. That resolution may only be adopted after the governing body has given each party with an interest in the property, or its representatives, a reasonable opportunity to appear and be heard on the following matters, and the governing body makes the following findings:

- Whether the public interest and necessity require the project for which the property is sought to be acquired;
- Whether the project is planned and located in the manner that will be most compatible with the greatest public good and the least private injury;
- Whether the property sought to be acquired by eminent domain and described in the Resolution of Necessity is necessary for the proposed project; and
- Whether the offer required by Section 7267.2 of the California Government Code has been made to the property owner.

The amount of compensation is not a consideration before the Board at this hearing. The only issues before the Board at this hearing are those set forth above.

A notice of this hearing was sent by first class priority mail with tracking to the property owners of record as prescribed by law. The notice stated SMART's intent to consider adoption of a Resolution of Necessity, the right of the property owners to appear and be heard on the issues set forth above, and that failure to file a written request to appear would result in a waiver of the right to appear and be heard.

The considerations before the Board are listed below with staff's position on the matter:

Finding 1: The Public Interest and Necessity Require the Project

SMART owns and operates an active rail corridor in Marin and Sonoma Counties, California. SMART's Pathway is being completed in phases and is designed to accommodate walking, bicycling, and other non-motorized uses within the boundaries of SMART's existing active rail corridor. SMART's Pathway facilitates easier passage of SMART's customers along the rail corridor and between SMART's passenger rail stations and improves community connectivity. The pathway Project is being undertaken for the purpose of providing a cohesive public transit system that allows the users a complementary means of transportation. The pathway provides connections between and access to SMART's passenger rail stations and improves community connectivity with a high-quality design that enhances safety and the appearance and livability of the neighborhood and community.

Finding 2: The Project is Planned and Located in the Manner that will be Most Compatible with the Greatest Public Good and Least Private Injury

The pathway has been designed to maximize benefits to the public at large while minimizing impacts to private property owners. SMART has worked diligently to minimize the need for additional property acquisitions. The pathway alignment is controlled by the existing rail alignment and railroad right-of-way. The design has been optimized to maximize the use of the existing active railroad public right-of way and minimize private acquisitions. The Pathway facilitates safe and convenient travel for pedestrians and bicyclists along the rail corridor and between SMART's passenger rail stations.

Finding 3: The Interests in the Subject Properties Are Necessary for the Project

SMART believes that it currently owns the fee interest in the property necessary for the Project and/or owns a railroad easement that encompasses the right to construct, operate, and maintain the Project. Certain owners of property abutting SMART's existing railroad corridor dispute SMART's ownership claim and believe that they own the fee interest underlying a portion of the railroad corridor being used for the Project. It is desirable and necessary for SMART to acquire pathway easements in order to ensure uninterrupted use of the property necessary for the Project. The property needed for the project includes 12-foot-wide perpetual floating pathway easements entirely within SMART's railroad corridor for the construction, operation, and maintenance of the pathway. The pathway easements are more particularly described in Attachments "1" through "56", ("Pathway Easements").

Finding 4: Offer of Just Compensation Has Been Made to the Property Owner

SMART obtained appraisals from an independent appraiser for the proposed pathway easement acquisitions pursuant to applicable law. The appraisals conducted concluded that the fair market value for the pathway easement interests to be acquired were of nominal value because the property is in an area already fully encumbered by an active rail transit corridor. In July and August, offers for fair and equitable compensation ("just compensation") in the amount of \$1,000 for the pathway easement interests sought to be acquired were made to each owner of record for the subject properties (see attached table). SMART has attempted to negotiate with these property owners, but agreements for voluntary acquisitions for the pathway easements have not been reached as of today's date.

Next Steps: Should the Board adopt the Resolution of Necessity, SMART's legal counsel will initiate court proceedings to quiet title, and to acquire the property interests necessary for the pathway project by eminent domain, as well as seek prejudgment possession of the Pathway Easements. SMART will continue to engage with property owners to try to reach a negotiated agreement, even after the Board's adoption of a Resolution of Necessity.

Staff recommends the Board (1) receive public testimony, (2) adopt the Resolution of Necessity No. 2025-27 by at least two thirds vote, and (3) authorize staff to proceed with a quiet title action, and all eminent domain proceedings necessary to acquire the interests in the Pathway Easements.

FISCAL IMPACT: The funds are assumed in the Fiscal Year 2026 budget.

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

Very truly yours,

/s/
Eddy Cumins
General Manager

Attachment(s):

- 1) Table
- 2) Resolution Number 2025-27
- 3) Pathway Easements (Attachments 1-56)

SMART APN	Adjacent Owner Name	Adjacent Owner Sonoma County APN
006-051-081	The Jeanette E. Zibura-Strong Trust & The John Gilbert Strong Living Trust Bypass Trust c/o Jeanette E. Zibura-Strong, Trustee	006-051-059 & 006-051-075
006-051-081	Pacciorini Family, LLC	006-051-074
006-051-081 & 019-030-016	Old Elm Partners II, LP	006-051-085
007-401-047	G&I IX Lagunitas 1 LP	007-401-040
047-166-043	The Nissen Family Living Trust c/o Nahmen B. Nissen, Trustee	047-166-017
047-166-043	The Myers Townsend Family Trust c/o Jeffrey C. Myers, Trustee; The Leigh Townsend Family Trust c/o Leigh Townsend, Trustee	047-166-018
047-166-043	Michael A. Kofoid	047-166-019
047-166-043	T. C. Enterprises, LLC	047-166-030
047-166-043	The Stacy R. Horton & Linda R. Lockwood Community Trust c/o Stacy R. Horton & Linda R. Lockwood, Trustees	047-166-039
047-166-043	Dominic E. Crosby & Maggie M. Lam	047-166-047
047-213-025 & 137-011-026	Charles J. Hildebrand	047-213-027 & 137-011-022
047-221-042	Klendon LLC	047-221-041
137-011-026	The Clarence & Laveta Christensen 2001 Revocable Trust, Bypass Trust, and The Clarence and Laveta Christensen 2001 Revocable Trust, Survivor's Trust c/o Laveta M. Christensen, Trustee	137-011-024
137-011-026	James F. Burket	137-011-025
137-061-036	McDowell Meadows Homeowners' Association, Inc.	137-130-059
137-061-036	Brody Ranch Community Association	137-510-063
043-133-016	MAJ Educational Trust c/o Marcus Allen Johnson, Trustee	043-141-002
043-133-016	William F. Hansen & Dolores M. Hansen	043-141-037
043-133-016	Mora Family Trust c/o Isaias B. Mora & Delia Mora, Co-Trustees	043-141-045
043-133-016	Carrillo Place, LP	043-141-050
043-133-016	Edward A. Harp & Tina M. Harp	043-170-021
134-072-052	Martin Velazquez Garfia & Martin Velazquez Medina & Antonio Velazquez Medina	043-170-022
043-133-016	Robert E. Cydear	043-170-040
043-133-016	Victor M. Arteaga & Zacklyne F. Arteaga	043-170-042
043-133-016	Maria Victoria Centeno Sanchez & Jose de Jesus Centeno Pedroza	043-181-006
043-133-016	Eva Gamino	043-181-007
043-133-016	Erika Zeying-Zhang & Wei Kun Zhang	043-181-009

SMART APN	Adjacent Owner Name	Adjacent Owner Sonoma County APN
134-072-052	Ramon Juarez Solario & Daniel Rangel Saucedo, Jr.	043-270-017
134-072-052	Paola Conde Frendo	043-270-018
134-072-052	Jaime Alcazar & Maria Guadalupe Zepeda	043-270-020
134-072-052	Beverly Minnifield & Mary Minnifield	043-270-035
134-072-052	Jimmy R. Winkle & Ellen Allegra Trust dated 1986 c/o Ellen Pauli, Trustee	043-270-036
134-072-052	Fogatia C. Fuiava & Sineti Fuiava	043-280-001
134-072-052	Samson Gebrezghi & Valencia Tetteh Gebrezghi	043-280-002
134-072-052	Yesenia Alvarez	043-280-003
045-013-038	Scenic Avenue Partners, LLC	045-013-035
134-102-085	Cecic-Karuzic Family Trust c/o Zelko Cecic-Karuzic & Paula Cecic-Karuzic, Trustees	134-111-068
045-013-038 & 134-171-060	The Michael M. Ghilotti & Lisa Ghilotti 2006 Trust c/o Michael M. Ghilotti & Lisa Ghilotti, Trustees	134-171-058
059-271-048 & 059-271-049	Sonoma Country Day School	059-271-062, 059-271-063, 059-271-064 & 059-350-094
059-271-048	Windsor Express, LP	059-271-097
059-271-051	Shiloh Oaks Company, LLC	059-271-100
059-271-051	930 Shiloh Owner LLC	059-271-105
059-271-049	The Airport Club LP	059-350-031
059-271-050	A.B.C.O.A., Inc.	059-350-055
059-271-050	Bruce S. Rocco and Sandra G. Rocco Trust c/o Bruce S. Rocco and Sandra G. Rocco, Trustees & 412 Aviation SR, LLC & Robert Hillmann & Airport Business Center LP	059-350-063, 059-350-059, 059-350-061, 059-350-062
066-170-027, 066-081-087 & 164-020-030	Windsor Mill Homes, LLC	066-170-033, 066-170-013, 164-020-008 & 164-020-041
006-081-087	Town Green Village Association & Windsor River Properties, LLC & DenBeste CA Properties, LLC & Hilda Sandoval & Karen D. Alves & Ruffino Rosas, Jr.	066-660-Common Area 066-660-001, 066-660-002, 066-660-003, 066-660-004, 066-660-005
047-214-022	Dennis Muelrath	047-214-028

RESOLUTION OF NECESSITY OF THE BOARD OF DIRECTORS OF THE SONOMA-MARIN AREA RAIL TRANSIT DISTRICT DETERMINING THAT PUBLIC INTEREST AND NECESSITY REQUIRE THE ACQUISITION OF CERTAIN REAL PROPERTY FOR THE SONOMA-MARIN AREA RAIL TRANSIT DISTRICT'S BICYCLE AND PEDESTRIAN PATHWAY PROJECT AND DIRECTING THE FILING OF EMINENT DOMAIN PROCEEDINGS

WHEREAS, the Sonoma-Marín Area Rail Transit District's (SMART) Bicycle and Pedestrian Pathway Project (the "Project") is being undertaken for the purpose of providing a cohesive public transit system that allows the residents of Sonoma County an ancillary means of transportation providing connections between and access to SMART's passenger rail station sites and improving community connectivity with a high quality design that enhances the safety, appearance and livability of the neighborhood and community; and

WHEREAS, SMART believes that it currently owns the fee interest in the property necessary for the Project and/or owns a railroad easement that encompasses the right to construct, operate, and maintain the Project, and SMART intends to file a quiet title action seeking to confirm its rights; and

WHEREAS, SMART is aware the certain owners of property abutting SMART's existing railroad corridor dispute SMART's ownership claim and believe that they own the fee interest underlying some or all of the property being used for the Project, and that they may attempt to bar SMART from using the property for the Project; and

WHEREAS, SMART wants to ensure its uninterrupted use of the property necessary for the Project regardless of the outcome of the quiet title action; and

WHEREAS, it is therefore desirable and necessary for SMART to acquire pathway easements over certain property more particularly described in **Attachments "1" through "56"**, attached hereto and made a part hereof by this reference (the "Property"), for the Project; and

WHEREAS, SMART is authorized to acquire the Property through the exercise of the power of eminent domain pursuant to the California Constitution, Article I, Section 19, California Public Utilities Code sections 105085 and 105086, and Code of Civil Procedure sections 1230.010-1273.050, inclusive, and particularly Sections 1240.510 and 1240.610, and other provisions of law; and

WHEREAS, pursuant to the provisions of Section 1245.235 of the California Code of Civil Procedure, notice has been duly given to the owners of the Property, all of whom have been given a reasonable opportunity to appear and be heard before the Board of Directors of SMART at the time and place set forth in said notice, regarding the matters specified therein;

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

1. The foregoing Recitals contained herein are true and correct and are incorporated herein and form a part of this Resolution.
2. SMART is authorized to acquire the Property and continue to exercise the power of eminent domain pursuant to and in accordance with Article 1, Section 19 of the California Constitution, the California Eminent Domain Law, Code of Civil Procedure sections 1230.010 et seq., including, but not limited to, sections 1240.010-1273.050, inclusive and particularly sections 1240.510 and 1240.610. SMART is also authorized to acquire the Property pursuant to California Public Utilities Code sections 105085 and 105086.
3. The public interest and necessity require the Project.
4. The Project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury.
5. The Property is necessary for the Project.
6. The offers required by Section 7267.2 of the Government Code have been made to the owner or owners of record, or the offers have not been made because the owner or owners cannot be located with reasonable diligence.
7. SMART has complied with all the conditions and statutory requirements, including those prescribed by CEQA that are necessary for approval and adoption of the Project.
8. All conditions and statutory requirements necessary to exercise the power of eminent domain (“the right to take”) to acquire the Property described herein have been complied with by SMART.
9. To the extent that the Property is already devoted to the public use, the Board of Directors hereby finds and determines that the use to which the Property is to be put by SMART qualifies as a more necessary public use, or is a compatible use which will not unreasonably interfere with the continuance of the public use to which the property or interests therein are already devoted, or if the acquisition will leave a remnant, the District may exercise its power of eminent domain to acquire the remnant. These findings are made in specific compliance with the provisions of Sections 1240.410 et seq., 1240.510, et seq. and 1240.610 et seq. of the Code of Civil Procedure.
10. General Counsel or General Counsel’s duly authorized designee is hereby authorized and directed to institute and conduct to conclusion eminent domain proceedings to acquire the Property, and to take such actions that counsel deems advisable or necessary in connection therewith and may deposit the probable amount of compensation and obtain an order for prejudgment possession of the Property. Counsel is further authorized to correct any errors or to make or agree to non-material changes in the legal description of the Property as may be reasonably necessary. Counsel is further authorized to reduce or modify the extent of the interests or property to be acquired so as to take only those interests that are needed and where such change would not substantially impair the construction and operation of the Project for which the property is being acquired.

Resolution No. 2025-27
Sonoma-Marín Area Rail Transit District
September 17, 2025

PASSED AND ADOPTED at a regular meeting of the Board of Directors of the Sonoma-Marín Area Rail Transit District held on the 17th day of September 2025, by the following vote:

DIRECTORS:

AYES:

NOES:

ABSENT:

ABSTAIN:

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

I HEREBY CERTIFY AND ATTEST that the foregoing resolution was duly and regularly introduced, passed and adopted by the vote of two-thirds or more of the Board of Directors of the Sonoma-Marín Area Rail Transit District, California, at a meeting of said Board of Directors on the date indicated, as set forth above.

Dated: _____

Samantha Frias, Interim Clerk of the Board of Directors
Sonoma-Marín Area Rail Transit District

APPROVED AS TO FORM:

Jessica Sutherland, General Counsel
Sonoma-Marín Area Rail Transit District

Attachment #1

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Sonoma-Marín Area Rail Transit District
5401 Old Redwood Highway, Suite 200
Petaluma, California 94954

Attention: Randy Friedland, Real Estate Manager

APN(s): 006-051-074

SMART Milepost(s): 39.01-39.08

EXEMPT FROM RECORDING FEES PER GOVERNMENT CODE SECTIONS 6103 AND 27383
EXEMPT FROM DOCUMENTARY TRANSFER TAX PER REV. AND TAX CODE SECTION 11922

GRANT OF PATHWAY EASEMENT

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged by:

Pacciorini Family, LLC, a California limited liability company ("Grantor"), owner of the following described land in Sonoma County, California

All that certain property conveyed by Janis Pacciorini, an unmarried woman, Rosalind Pacciorini, an unmarried woman, James H. Pacciorini, an unmarried man, and Jeffrey Pacciorini, an unmarried man, as tenants-in-common to Grantor by deed(s) recorded May 24, 2017, as Document Number(s) 2017040303 , Official Records of Sonoma County, California

and subject to the terms of this instrument, does hereby GRANT and CONVEY to the **SONOMA-MARIN AREA RAIL TRANSIT DISTRICT**, a public agency existing under the authority of the laws of the State of California ("**Grantee**"), and its successors and assigns, an exclusive, permanent and perpetual easement for a non-motorized vehicle and pedestrian pathway and all improvements, appurtenances and uses necessary and convenient thereto, including but not limited to, the construction, use , operation, and maintenance of said improvements and appurtenances over, under, in, within, across, along, about and through the property described below ("**Easement**").

Said Easement shall be a floating strip of land, 12 feet in width, located within that certain railroad property located in Sonoma County, California, described as follows:

All that property conveyed by Laura W. Fuller to the Petaluma and Santa Rosa Railway Company by indenture recorded December 28, 1903 in Book 208, Page 354 of Official Records of Sonoma County, California.

All that property conveyed by Laura W. Fuller to the Petaluma and Santa Rosa Railway Company by indenture recorded December 28, 1903 in Book 208, Page 355 of Official Records of Sonoma County, California.

All that property conveyed by Annie Ralston to the Petaluma and Santa Rosa Railway Company by indenture recorded December 28, 1903 in Book 208, Page 356 of Official Records of Sonoma County, California.

Said strip of land shall be along and adjacent to the West boundary of that certain railroad property described above and lengthened or shortened so as to begin on the easterly prolongation of the northerly line of Grantor's property described above and terminate on the easterly prolongation of the southerly line of said Grantor's property. (all "**Easement Area**").

Grantee shall have the right to transfer, assign and/or convey the Easement, including, without limitation, any interest therein and/or in whole or in part, to successors and/or assigns, including, without limitation other governmental agencies. The covenants contained in this writing, including without limitation any restrictions set forth above, shall run with the land.

Grantee shall have the right, at any time, from time to time and without notice, to locate, relocate, construct, reconstruct, operate, maintain, repair, replace, renew, enlarge and/or remove fences belonging to the Grantee within the Easement Area or along the boundary of the Easement Area, including the right to install locks, locking and access system on any gates, gaps or other access points.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on the date set forth below.

GRANTOR:

Pacciorini Family, LLC, a California limited liability company

By: _____

Date: _____

By: _____

Date: _____

Attachment #2

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Sonoma-Marín Area Rail Transit District
5401 Old Redwood Highway, Suite 200
Petaluma, California 94954

Attention: Randy Friedland, Real Estate Manager

APN(s): 006-051-075

SMART Milepost(s): 38.98-39.01

EXEMPT FROM RECORDING FEES PER GOVERNMENT CODE SECTIONS 6103 AND 27383
EXEMPT FROM DOCUMENTARY TRANSFER TAX PER REV. AND TAX CODE SECTION 11922

GRANT OF PATHWAY EASEMENT

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged by:

Jeanette E. Zibura-Strong, as Trustee of that portion of the John Gilbert Strong Living Trust known and designated as the Bypass Trust as to an undivided 63.5% interest, and Jeanette E. Zibura-Strong, Trustee of the Jeanette E. Zibura-Strong Trust as to an undivided 36.5% interest ("Grantor"), owner of the following described land in Sonoma County, California

All that certain property conveyed by Jeanette E. Zibura-Strong, as Trustee of the John Gilbert Strong Living Trust dated July 17, 1996 to Grantor by deed(s) recorded June 29, 2010 as Document Number 2010053532, and by Jeanette E. Zibura-Strong, as Trustee of that portion of the John Gilbert Strong Living Trust known and designated as the Survivor's Trust to Grantor by Deed recorded August 28, 2017 as Document Number(s) 2017067245 Official Records of Sonoma County, California

and subject to the terms of this instrument, does hereby GRANT and CONVEY to the **SONOMA-MARIN AREA RAIL TRANSIT DISTRICT**, a public agency existing under the authority of the laws of the State of California ("**Grantee**"), and its successors and assigns, an exclusive, permanent and perpetual easement for a non-motorized vehicle and pedestrian pathway and all improvements, appurtenances and uses necessary and convenient thereto, including but not limited to, the construction, use, operation, and maintenance of said improvements and appurtenances over, under, in, within, across, along, about and through the property described below ("**Easement**").

Said Easement shall be a floating strip of land, 12 feet in width, located within that certain railroad property located in Sonoma County, California, described as follows:

All that property conveyed by Laura W. Fuller to the Petaluma and Santa Rosa Railway Company by indenture recorded December 28, 1903, in Book 208, Page 354 of Official Records of Sonoma County, California.

Said strip of land shall be along and adjacent to the West boundary of that certain railroad property described above and lengthened or shortened so as to begin on the easterly prolongation of the northerly line of Grantor's property described above and terminate on the easterly prolongation of the southerly line of said Grantor's property. (all "**Easement Area**").

Grantee shall have the right to transfer, assign and/or convey the Easement, including, without limitation, any interest therein and/or in whole or in part, to successors and/or assigns, including, without limitation other governmental agencies. The covenants contained in this writing, including without limitation any restrictions set forth above, shall run with the land.

Grantee shall have the right, at any time, from time to time and without notice, to locate, relocate, construct, reconstruct, operate, maintain, repair, replace, renew, enlarge and/or remove fences belonging to the Grantee within the Easement Area or along the boundary of the Easement Area, including the right to install locks, locking and access system on any gates, gaps or other access points.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on the date set forth below.

GRANTOR(s):

Jeanette E. Zibura-Strong, as Trustee of that portion of the John Gilbert Strong Living Trust known and designated as the Bypass Trust as to an undivided 63.5% interest and Jeanette E. Zibura-Strong, Trustee of the Jeanette E. Zibura-Strong Trust as to an undivided 36.5% interest

By: _____
Jeanette E. Zibura-Strong, Trustee

Date: _____

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Sonoma-Marín Area Rail Transit District
5401 Old Redwood Highway, Suite 200
Petaluma, California 94954

Attention: Randy Friedland, Real Estate Manager

APN(s): 006-051-059

SMART Milepost(s): 38.91-38.98

EXEMPT FROM RECORDING FEES PER GOVERNMENT CODE SECTIONS 6103 AND 27383
EXEMPT FROM DOCUMENTARY TRANSFER TAX PER REV. AND TAX CODE SECTION 11922

GRANT OF PATHWAY EASEMENT

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged by:

Jeanette E. Zibura-Strong, as Trustee of that portion of the John Gilbert Strong Living Trust known and designated as the Bypass Trust as to an undivided 63.5% interest and Jeanette E. Zibura-Strong, Trustee of the Jeanette E. Zibura-Strong Trust as to an undivided 36.5% interest ("Grantor"), owner of the following described land in Sonoma County, California

All that certain property conveyed by Jeanette E. Zibura-Strong, as Trustee of the John Gilbert Strong Living Trust dated July 17, 1996 to Grantor by deed(s) recorded June 29, 2010 as Document Number 2010053531, and by Jeanette E. Zibura-Strong, as Trustee of that portion of the John Gilbert Strong Living Trust known and designated as the Survivor's Trust to Grantor by Deed recorded August 28, 2017 as Document Number(s) 2017067099 Official Records of Sonoma County, California

and subject to the terms of this instrument, does hereby GRANT and CONVEY to the **SONOMA-MARIN AREA RAIL TRANSIT DISTRICT**, a public agency existing under the authority of the laws of the State of California ("**Grantee**"), and its successors and assigns, an exclusive, permanent and perpetual easement for a non-motorized vehicle and pedestrian pathway and all improvements, appurtenances and uses necessary and convenient thereto, including but not limited to, the construction, use, operation, and maintenance of said improvements and appurtenances over, under, in, within, across, along, about and through the property described below ("**Easement**").

Said Easement shall be a floating strip of land, 12 feet in width, located within that certain railroad property located in Sonoma County, California, described as follows:

All that property conveyed by Laura W. Fuller to the Petaluma and Santa Rosa Railway Company by indenture recorded December 28, 1903, in Book 208, Page 354 of Official Records of Sonoma County, California.

Said strip of land shall be along and adjacent to the West boundary of that certain railroad property described above and lengthened or shortened so as to begin on the easterly prolongation of the northerly line of Grantor's property described above and terminate on the easterly prolongation of the southerly line of said Grantor's property. (all "Easement Area").

Grantee shall have the right to transfer, assign and/or convey the Easement, including, without limitation, any interest therein and/or in whole or in part, to successors and/or assigns, including, without limitation other governmental agencies. The covenants contained in this writing, including without limitation any restrictions set forth above, shall run with the land.

Grantee shall have the right, at any time, from time to time and without notice, to locate, relocate, construct, reconstruct, operate, maintain, repair, replace, renew, enlarge and/or remove fences belonging to the Grantee within the Easement Area or along the boundary of the Easement Area, including the right to install locks, locking and access system on any gates, gaps or other access points.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on the date set forth below.

GRANTOR(s):

Jeanette E. Zibura-Strong, as Trustee of that portion of the John Gilbert Strong Living Trust known and designated as the Bypass Trust as to an undivided 63.5% interest and Jeanette E. Zibura-Strong, Trustee of the Jeanette E. Zibura-Strong Trust as to an undivided 36.5% interest

By: _____
Jeanette E. Zibura-Strong, Trustee

Date: _____

Attachment #3

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Sonoma-Marín Area Rail Transit District
5401 Old Redwood Highway, Suite 200
Petaluma, California 94954

Attention: Randy Friedland, Real Estate Manager

APN(s): 006-051-085

SMART Milepost(s): 39.08-39.24

EXEMPT FROM RECORDING FEES PER GOVERNMENT CODE SECTIONS 6103 AND 27383
EXEMPT FROM DOCUMENTARY TRANSFER TAX PER REV. AND TAX CODE SECTION 11922

GRANT OF PATHWAY EASEMENT

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged by:

Old Elm Partners II, L.P., a California limited partnership ("Grantor"), owner of the following described land in Sonoma County, California

All that certain property conveyed by Old Elm Partners, L.P., a California limited partnership to Grantor by deed recorded April 1, 2020, as Document Number(s) 2020024617, Official Records of Sonoma County, California

and subject to the terms of this instrument, does hereby GRANT and CONVEY to the **SONOMA-MARIN AREA RAIL TRANSIT DISTRICT**, a public agency existing under the authority of the laws of the State of California ("**Grantee**"), and its successors and assigns, an exclusive, permanent and perpetual easement for a non-motorized vehicle and pedestrian pathway and all improvements, appurtenances and uses necessary and convenient thereto, including but not limited to, the construction, use, operation, and maintenance of said improvements and appurtenances over, under, in, within, across, along, about and through the property described below ("**Easement**").

Said Easement shall be a floating strip of land, 12 feet in width, located within that certain railroad property located in Sonoma County, California, described as follows:

All that property conveyed by Laura W. Fuller to the Petaluma and Santa Rosa Railway Company & Annie Ralston by indenture recorded December 28, 1903, in Book 208, Page 355 of Official Records of Sonoma County, California.

All that property conveyed by Annie Ralston to the Petaluma and Santa Rosa Railway Company by indenture recorded December 28, 1903, in Book 208, Page 356 of Official Records of Sonoma County, California.

All that property described in the Decree of Condemnation in San Francisco and North Pacific Railroad Company vs. Faxton D. Atherton, et al., filed on or about December 1, 1892, recorded in Book 141, Page 471 Official Records of Sonoma County, California

All that property conveyed by Petaluma and Santa Rosa Railroad Company to Northwestern Pacific Railroad Company by quitclaim deed recorded November 17, 1969, in book 2429, Page 951, Official Records of Sonoma County, California.

John Marshall and Harriett A. Marshall to Peter Donahue (founder of the San Francisco and North Pacific Railroad Company) by deed recorded November 5, 1870, in Book 31, Page 204 of Official Records of Sonoma County, California.

Said strip of land shall be along and adjacent to the West boundary of that certain railroad property described above and lengthened or shortened so as to begin on the easterly prolongation of the northerly line of Grantor's property described above and terminate on the easterly prolongation of the southerly line of said Grantor's property. (all "Easement Area").

Grantee shall have the right to transfer, assign and/or convey the Easement, including, without limitation, any interest therein and/or in whole or in part, to successors and/or assigns, including, without limitation other governmental agencies. The covenants contained in this writing, including without limitation any restrictions set forth above, shall run with the land.

Grantee shall have the right, at any time, from time to time and without notice, to locate, relocate, construct, reconstruct, operate, maintain, repair, replace, renew, enlarge and/or remove fences belonging to the Grantee within the Easement Area or along the boundary of the Easement Area, including the right to install locks, locking and access system on any gates, gaps or other access points.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on the date set forth below.

GRANTOR:

Old Elm Partners II, L.P., a California limited partnership

By: _____

Date: _____

By: _____

Date: _____

Attachment #4

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Sonoma-Marín Area Rail Transit District
5401 Old Redwood Highway, Suite 200
Petaluma, California 94954

Attention: Randy Friedland, Real Estate Manager

APN(s): 066-170-033, 066-170-013, 164-020-008 & 164-020-041

SMART Milepost(s): 62.42-62.58, 62.60 & 62.66 & 62.71

EXEMPT FROM RECORDING FEES PER GOVERNMENT CODE SECTIONS 6103 AND 27383
EXEMPT FROM DOCUMENTARY TRANSFER TAX PER REV. AND TAX CODE SECTION 11922

GRANT OF PATHWAY EASEMENT

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged by:

Windsor Mill Homes, LLC, a California limited liability company ("Grantor"), owner of the following described land in Sonoma County, California

All that certain property conveyed by Mortgage Lender Services, Inc. to Grantor by deed(s) recorded November 22, 2023, as Document Number(s) 2023057642, Official Records of Sonoma County, California

and subject to the terms of this instrument, does hereby GRANT and CONVEY to the **SONOMA-MARIN AREA RAIL TRANSIT DISTRICT**, a public agency existing under the authority of the laws of the State of California ("**Grantee**"), and its successors and assigns, an exclusive, permanent and perpetual easement for a non-motorized vehicle and pedestrian pathway and all improvements, appurtenances and uses necessary and convenient thereto, including but not limited to, the construction, use, operation, and maintenance of said improvements and appurtenances over, under, in, within, across, along, about and through the property described below ("**Easement**").

Said Easement shall be a floating strip of land, 12 feet in width, located within that certain railroad property located in Sonoma County, California, described as follows:

All that property conveyed by Henry Rice, et al. to Peter Donahue (founder of the San Francisco and North Pacific Railroad Company) by deed recorded March 9, 1871, in Book B, Page 451 of Official Records of Sonoma County, California

Said strip of land shall be along and adjacent to the East boundary of that certain railroad property described above and lengthened or shortened so as to begin on the westerly prolongation of the northerly line of Grantor's property described above and terminate on the westerly prolongation of the southerly line of said Grantor's property. (all "**Easement Area**").

Grantee shall have the right to transfer, assign and/or convey the Easement, including, without limitation, any interest therein and/or in whole or in part, to successors and/or assigns, including,

without limitation other governmental agencies. The covenants contained in this writing, including without limitation any restrictions set forth above, shall run with the land.

Grantee shall have the right, at any time, from time to time and without notice, to locate, relocate, construct, reconstruct, operate, maintain, repair, replace, renew, enlarge and/or remove fences belonging to the Grantee within the Easement Area or along the boundary of the Easement Area, including the right to install locks, locking and access system on any gates, gaps or other access points.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on the date set forth below.

GRANTOR:

Windsor Mill Homes, LLC, a California limited liability company

By: _____ Date: _____

Name: _____

Title: _____

By: _____ Date: _____

Name: _____

Title: _____

Attachment #5

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Sonoma-Marín Area Rail Transit District
5401 Old Redwood Highway, Suite 200
Petaluma, California 94954

Attention: Randy Friedland, Real Estate Manager

APN(s): 066-660-Common Area

066-660-001

SMART Milepost(s): 62.88

EXEMPT FROM RECORDING FEES PER GOVERNMENT CODE SECTIONS 6103 AND 27383
EXEMPT FROM DOCUMENTARY TRANSFER TAX PER REV. AND TAX CODE SECTION 11922

GRANT OF PATHWAY EASEMENT

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged by:

Windsor River Properties, LLC, a California limited liability company, as to an undivided 1/5th interest in Parcel One, ("Grantor"), owner of the following described land in Sonoma County, California

All that certain property conveyed by DenBeste California Properties, a California limited liability company to Grantor by deed recorded May 21, 2021 as Document Number(s) 2021061602, Official Records of Sonoma County, California

and subject to the terms of this instrument, does hereby GRANT and CONVEY to the **SONOMA-MARIN AREA RAIL TRANSIT DISTRICT**, a public agency existing under the authority of the laws of the State of California ("**Grantee**"), and its successors and assigns, an exclusive, permanent and perpetual easement for a non-motorized vehicle and pedestrian pathway and all improvements, appurtenances and uses necessary and convenient thereto, including but not limited to, the construction, use, operation, and maintenance of said improvements and appurtenances over, under, in, within, across, along, about and through the property described below ("**Easement**").

Said Easement shall be a floating strip of land, 12 feet in width, located within that certain railroad property located in Sonoma County, California, described as follows:

All that property conveyed by Henry Rice, et al. to Peter Donahue (founder of the San Francisco and North Pacific Railroad Company) by deed recorded March 9, 1871, in Book B, Page 451 of Official Records of Sonoma County, California

Said strip of land shall be along and adjacent to the East boundary of that certain railroad property described above and lengthened or shortened so as to begin on the westerly prolongation of the

northerly line of Grantor's property described above and terminate on the westerly prolongation of the southerly line of said Grantor's property. (all "**Easement Area**").

Grantee shall have the right to transfer, assign and/or convey the Easement, including, without limitation, any interest therein and/or in whole or in part, to successors and/or assigns, including, without limitation other governmental agencies. The covenants contained in this writing, including without limitation any restrictions set forth above, shall run with the land.

Grantee shall have the right, at any time, from time to time and without notice, to locate, relocate, construct, reconstruct, operate, maintain, repair, replace, renew, enlarge and/or remove fences belonging to the Grantee within the Easement Area or along the boundary of the Easement Area, including the right to install locks, locking and access system on any gates, gaps or other access points.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on the date set forth below.

GRANTOR:

Windsor River Properties, LLC, a California limited liability company

By: _____

Date: _____

Name: _____

Title: _____

By: _____

Date: _____

Name: _____

Title: _____

Attachment #6

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Sonoma-Marín Area Rail Transit District
5401 Old Redwood Highway, Suite 200
Petaluma, California 94954

Attention: Randy Friedland, Real Estate Manager

APN(s): 066-660-Common Area, 066-660-002

SMART Milepost(s): 62.90

EXEMPT FROM RECORDING FEES PER GOVERNMENT CODE SECTIONS 6103 AND 27383
EXEMPT FROM DOCUMENTARY TRANSFER TAX PER REV. AND TAX CODE SECTION 11922

GRANT OF PATHWAY EASEMENT

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged by:

DenBeste California Properties, LLC, a California limited liability company, as to an undivided 1/5th interest in Parcel One, ("Grantor"), owner of the following described land in Sonoma County, California

All that certain property conveyed by Wells Fargo Bank, National Association to Grantor by deed recorded May 1, 2012, as Document Number(s) 2012041779, Official Records of Sonoma County, California

and subject to the terms of this instrument, does hereby GRANT and CONVEY to the **SONOMA-MARIN AREA RAIL TRANSIT DISTRICT**, a public agency existing under the authority of the laws of the State of California ("**Grantee**"), and its successors and assigns, an exclusive, permanent and perpetual easement for a non-motorized vehicle and pedestrian pathway and all improvements, appurtenances and uses necessary and convenient thereto, including but not limited to, the construction, use, operation, and maintenance of said improvements and appurtenances over, under, in, within, across, along, about and through the property described below ("**Easement**").

Said Easement shall be a floating strip of land, 12 feet in width, located within that certain railroad property located in Sonoma County, California, described as follows:

All that property conveyed by Henry Rice, et al. to Peter Donahue (founder of the San Francisco and North Pacific Railroad Company) by deed recorded March 9, 1871, in Book B, Page 451 of Official Records of Sonoma County, California

Said strip of land shall be along and adjacent to the East boundary of that certain railroad property described above and lengthened or shortened so as to begin on the westerly prolongation of the northerly line of Grantor's property described above and terminate on the westerly prolongation

of the southerly line of said Grantor's property. (all "**Easement Area**").

Grantee shall have the right to transfer, assign and/or convey the Easement, including, without limitation, any interest therein and/or in whole or in part, to successors and/or assigns, including, without limitation other governmental agencies. The covenants contained in this writing, including without limitation any restrictions set forth above, shall run with the land.

Grantee shall have the right, at any time, from time to time and without notice, to locate, relocate, construct, reconstruct, operate, maintain, repair, replace, renew, enlarge and/or remove fences belonging to the Grantee within the Easement Area or along the boundary of the Easement Area, including the right to install locks, locking and access system on any gates, gaps or other access points.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on the date set forth below.

GRANTOR:

DenBeste California Properties, LLC, a California limited liability company

By: _____

Date:

Name: _____

Title: _____

By: _____

Date: _____

Name: _____

Title: _____

Attachment #7

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Sonoma-Marín Area Rail Transit District
5401 Old Redwood Highway, Suite 200
Petaluma, California 94954

Attention: Randy Friedland, Real Estate Manager

APN(s): 007-401-040

SMART Milepost(s): 40.40-40.53

EXEMPT FROM RECORDING FEES PER GOVERNMENT CODE SECTIONS 6103 AND 27383
EXEMPT FROM DOCUMENTARY TRANSFER TAX PER REV. AND TAX CODE SECTION 11922

GRANT OF PATHWAY EASEMENT

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged by:

G&I IX Lagunitas 1 LP, a Delaware limited partnership ("Grantor"), owner of the following described land in Sonoma County, California

All that certain property conveyed by Scannell Properties #375, LLC, an Indiana limited liability company, to Grantor by deed recorded January 14, 2020, as Document Number(s) 2020002894, Official Records of Sonoma County, California

and subject to the terms of this instrument, does hereby GRANT and CONVEY to the **SONOMA-MARIN AREA RAIL TRANSIT DISTRICT**, a public agency existing under the authority of the laws of the State of California ("**Grantee**"), and its successors and assigns, an exclusive, permanent and perpetual easement for a non-motorized vehicle and pedestrian pathway and all improvements, appurtenances and uses necessary and convenient thereto, including but not limited to, the construction, use, operation, and maintenance of said improvements and appurtenances over, under, in, within, across, along, about and through the property described below ("**Easement**").

Said Easement shall be a floating strip of land, 12 feet in width, located within that certain railroad property located in Sonoma County, California, described as follows:

All that property conveyed by J. M. Bowles to the San Francisco and North Pacific Railroad Company by deed recorded September 19, 1870, in Book 30, Page 519 of Official Records of Sonoma County, California.

Said strip of land shall be along and adjacent to the West boundary of that certain railroad property described above and lengthened or shortened so as to begin on the easterly prolongation of the northerly line of Grantor's property described above and terminate on the easterly prolongation of the southerly line of said Grantor's property. (all "**Easement Area**").

Grantee shall have the right to transfer, assign and/or convey the Easement, including, without limitation, any interest therein and/or in whole or in part, to successors and/or assigns, including, without limitation other governmental agencies. The covenants contained in this writing, including without limitation any restrictions set forth above, shall run with the land.

Grantee shall have the right, at any time, from time to time and without notice, to locate, relocate, construct, reconstruct, operate, maintain, repair, replace, renew, enlarge and/or remove fences belonging to the Grantee within the Easement Area or along the boundary of the Easement Area, including the right to install locks, locking and access system on any gates, gaps or other access points.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on the date set forth below.

GRANTOR:

G&I IX Lagunitas 1 LP, a Delaware limited partnership

By: _____

Date: _____

By: _____

Date: _____

Attachment #8

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:
Sonoma-Marín Area Rail Transit District
5401 Old Redwood Highway, Suite 200
Petaluma, California 94954
Attention: Randy Friedland, Real Estate Manager

APN(s): 043-141-002

SMART Milepost(s): 51.15-51.17

EXEMPT FROM RECORDING FEES PER GOVERNMENT CODE SECTIONS 6103 AND 27383
EXEMPT FROM DOCUMENTARY TRANSFER TAX PER REV. AND TAX CODE SECTION 11922

GRANT OF PATHWAY EASEMENT

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged by:

Marcus Allen Johnson, Trustee of MAJ Educational Trust ("Grantor"), owner of the following described land in Sonoma County, California

All that certain property conveyed by Sharon L. Mossor, Successor Trustee in Trust under The Mossor Family Trust, dated February 8, 2000, and any amendments thereto, to Grantor by deed recorded March 7, 2025, as Document Number(s) 2025009935, Official Records of Sonoma County, California

and subject to the terms of this instrument, does hereby GRANT and CONVEY to the **SONOMA-MARIN AREA RAIL TRANSIT DISTRICT**, a public agency existing under the authority of the laws of the State of California ("**Grantee**"), and its successors and assigns, an exclusive, permanent and perpetual easement for a non-motorized vehicle and pedestrian pathway and all improvements, appurtenances and uses necessary and convenient thereto, including but not limited to, the construction, use, operation, and maintenance of said improvements and appurtenances over, under, in, within, across, along, about and through the property described below ("**Easement**").

Said Easement shall be a floating strip of land, 12 feet in width, located within that certain railroad property located in Sonoma County, California, described as follows:

All that property conveyed by Mary E. Brayton to the San Francisco and North Pacific Railroad Company by deed recorded April 7, 1875, in Book 50 Page 70 of Official Records of Sonoma County, California.

Said strip of land shall be along and adjacent to the East boundary of that certain railroad property described above and lengthened or shortened so as to begin on the westerly prolongation of the northerly line of Grantor's property described above and terminate on the westerly prolongation of the southerly line of said Grantor's property. (all "**Easement Area**").

Grantee shall have the right to transfer, assign and/or convey the Easement, including, without limitation, any interest therein and/or in whole or in part, to successors and/or assigns, including, without limitation other governmental agencies. The covenants contained in this writing, including without limitation any restrictions set forth above, shall run with the land.

Grantee shall have the right, at any time, from time to time and without notice, to locate, relocate, construct, reconstruct, operate, maintain, repair, replace, renew, enlarge and/or remove fences belonging to the Grantee within the Easement Area or along the boundary of the Easement Area, including the right to install locks, locking and access system on any gates, gaps or other access points.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on the date set forth below.

GRANTOR:

Marcus Allen Johnson, Trustee of MAJ Educational Trust

By: _____
Marcus Allen Johnson, Trustee

Date: _____

Attachment #9

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Sonoma-Marín Area Rail Transit District
5401 Old Redwood Highway, Suite 200
Petaluma, California 94954

Attention: Randy Friedland, Real Estate Manager

APN(s): 043-141-037

SMART Milepost(s): 51.26-51.28

EXEMPT FROM RECORDING FEES PER GOVERNMENT CODE SECTIONS 6103 AND 27383
EXEMPT FROM DOCUMENTARY TRANSFER TAX PER REV. AND TAX CODE SECTION 11922

GRANT OF PATHWAY EASEMENT

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged by:

William F. Hansen and Dolores M. Hansen, his wife as community property ("Grantor"), owner of the following described land in Sonoma County, California

All that certain property conveyed by William F. Hansen and Dolores M. Hansen, his wife, to Grantor by deed(s) recorded April 16, 1979, as Document Number(s) Book 3549, Page 995, Official Records of Sonoma County, California

and subject to the terms of this instrument, does hereby GRANT and CONVEY to the **SONOMA-MARIN AREA RAIL TRANSIT DISTRICT**, a public agency existing under the authority of the laws of the State of California ("**Grantee**"), and its successors and assigns, an exclusive, permanent and perpetual easement for a non-motorized vehicle and pedestrian pathway and all improvements, appurtenances and uses necessary and convenient thereto, including but not limited to, the construction, use, operation, and maintenance of said improvements and appurtenances over, under, in, within, across, along, about and through the property described below ("**Easement**").

Said Easement shall be a floating strip of land, 12 feet in width, located within that certain railroad property located in Sonoma County, California, described as follows:

All that property conveyed by Mary E. Brayton to the San Francisco and North Pacific Railroad Company by deed recorded April 7, 1875, in Book 50, Page 70 of Official Records of Sonoma County, California.

Said strip of land shall be along and adjacent to the East boundary of that certain railroad property described above and lengthened or shortened so as to begin on the westerly prolongation of the northerly line of Grantor's property described above and terminate on the westerly prolongation of the southerly line of said Grantor's property. (all "Easement Area").

Grantee shall have the right to transfer, assign and/or convey the Easement, including, without limitation, any interest therein and/or in whole or in part, to successors and/or assigns, including, without limitation other governmental agencies. The covenants contained in this writing, including without limitation any restrictions set forth above, shall run with the land.

Grantee shall have the right, at any time, from time to time and without notice, to locate, relocate, construct, reconstruct, operate, maintain, repair, replace, renew, enlarge and/or remove fences belonging to the Grantee within the Easement Area or along the boundary of the Easement Area, including the right to install locks, locking and access system on any gates, gaps or other access points.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on the date set forth below.

GRANTOR:

William F. Hansen and Dolores M. Hansen, his wife as community property

By: _____
William F. Hansen

Date: _____

By: _____
Dolores M. Hansen

Date: _____

Attachment #10

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Sonoma-Marín Area Rail Transit District
5401 Old Redwood Highway, Suite 200
Petaluma, California 94954

Attention: Randy Friedland, Real Estate Manager

APN(s): 043-141-045

SMART Milepost(s): 51.11-51.15

EXEMPT FROM RECORDING FEES PER GOVERNMENT CODE SECTIONS 6103 AND 27383
EXEMPT FROM DOCUMENTARY TRANSFER TAX PER REV. AND TAX CODE SECTION 11922

GRANT OF PATHWAY EASEMENT

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged by:

Isaias B. Mora and Delia Mora, Co-Trustees of the Mora Family Trust ("Grantor"), owner of the following described land in Sonoma County, California

All that certain property conveyed by Isaias Mora and Delia Mora, husband and wife, as community property to Grantor by deed recorded August 29, 2023, as Document Number(s) 2023040147, Official Records of Sonoma County, California

and subject to the terms of this instrument, does hereby GRANT and CONVEY to the **SONOMA-MARIN AREA RAIL TRANSIT DISTRICT**, a public agency existing under the authority of the laws of the State of California ("**Grantee**"), and its successors and assigns, an exclusive, permanent and perpetual easement for a non-motorized vehicle and pedestrian pathway and all improvements, appurtenances and uses necessary and convenient thereto, including but not limited to, the construction, use, operation, and maintenance of said improvements and appurtenances over, under, in, within, across, along, about and through the property described below ("**Easement**").

Said Easement shall be a floating strip of land, 12 feet in width, located within that certain railroad property located in Sonoma County, California, described as follows:

All that property conveyed by Mary E. Brayton to the San Francisco and North Pacific Railroad Company by deed recorded April 7, 1875, in Book 50, Page 70 of Official Records of Sonoma County, California.

Said strip of land shall be along and adjacent to the East boundary of that certain railroad property described above and lengthened or shortened so as to begin on the westerly prolongation of the northerly line of Grantor's property described above and terminate on the westerly prolongation of the southerly line of said Grantor's property. (all "**Easement Area**").

Grantee shall have the right to transfer, assign and/or convey the Easement, including, without limitation, any interest therein and/or in whole or in part, to successors and/or assigns, including, without limitation other governmental agencies. The covenants contained in this writing, including without limitation any restrictions set forth above, shall run with the land.

Grantee shall have the right, at any time, from time to time and without notice, to locate, relocate, construct, reconstruct, operate, maintain, repair, replace, renew, enlarge and/or remove fences belonging to the Grantee within the Easement Area or along the boundary of the Easement Area, including the right to install locks, locking and access system on any gates, gaps or other access points.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on the date set forth below.

GRANTOR:

Isaias B. Mora and Delia Mora, Co-Trustees of the Mora Family Trust

By: _____
Isaias B. Mora, Trustee

Date: _____

By: _____
Delia Mora, Trustee

Date: _____

Attachment #11

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Sonoma-Marín Area Rail Transit District
5401 Old Redwood Highway, Suite 200
Petaluma, California 94954

Attention: Randy Friedland, Real Estate Manager

APN(s): 043-141-050

SMART Milepost(s): 51.05 - 51.08

EXEMPT FROM RECORDING FEES PER GOVERNMENT CODE
SECTIONS 6103 AND 27383 EXEMPT FROM DOCUMENTARY
TRANSFER TAX PER REV. AND TAX CODE SECTION 11922

GRANT OF PATHWAY EASEMENT

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged by:

Carrillo Place, L.P., a California limited partnership ("Grantor"), owner of the following described land in Sonoma County, California

All that certain property conveyed by Burbank Housing Development Corporation, a non-profit, public benefit corporation organized under the laws of the State of California, to Grantor by deed recorded November 22, 2002 as Document Number(s) 2002184896, Official Records of Sonoma County, California

and subject to the terms of this instrument, does hereby GRANT and CONVEY to the **SONOMA-MARIN AREA RAIL TRANSIT DISTRICT**, a public agency existing under the authority of the laws of the State of California ("**Grantee**"), and its successors and assigns, an exclusive, permanent and perpetual easement for a non-motorized vehicle and pedestrian pathway and all improvements, appurtenances and uses necessary and convenient thereto, including but not limited to, the construction, use, operation, and maintenance of said improvements and appurtenances over, under, in, within, across, along, about and through the property described below ("**Easement**").

Said Easement shall be a floating strip of land, 12 feet in width, located within that certain railroad property located in Sonoma County, California, described as follows:

All that property conveyed by Mary E. Brayton to the San Francisco and North Pacific Railroad Company by deed recorded April 7, 1875, in Book 50, Page 70 of Official Records of Sonoma County, California.

Said strip of land shall be along and adjacent to the East boundary of that certain railroad property described above and lengthened or shortened so as to begin on the westerly prolongation of the

northerly line of Grantor's property described above and terminate on the westerly prolongation of the southerly line of said Grantor's property. (all "**Easement Area**").

Grantee shall have the right to transfer, assign and/or convey the Easement, including, without limitation, any interest therein and/or in whole or in part, to successors and/or assigns, including, without limitation other governmental agencies. The covenants contained in this writing, including without limitation any restrictions set forth above, shall run with the land.

Grantee shall have the right, at any time, from time to time and without notice, to locate, relocate, construct, reconstruct, operate, maintain, repair, replace, renew, enlarge and/or remove fences belonging to the Grantee within the Easement Area or along the boundary of the Easement Area, including the right to install locks, locking and access system on any gates, gaps or other access points.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on the date set forth below.

GRANTOR:

Carrillo Place, L.P., a California limited partnership

By: _____ Date: _____

By: _____ Date: _____

Attachment #12

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Sonoma-Marín Area Rail Transit District
5401 Old Redwood Highway, Suite 200
Petaluma, California 94954

Attention: Randy Friedland, Real Estate Manager

APN(s): 043-170-021

SMART Milepost(s): 50.98

EXEMPT FROM RECORDING FEES PER GOVERNMENT CODE
SECTIONS 6103 AND 27383 EXEMPT FROM DOCUMENTARY
TRANSFER TAX PER REV. AND TAX CODE SECTION 11922

GRANT OF PATHWAY EASEMENT

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged by:

Edward A. Harp and Tina M. Harp, husband and wife as joint tenants ("Grantor"), owner of the following described land in Sonoma County, California

All that certain property conveyed by Edward A. Harp and Tina M. Harp who acquired title as Edward Harp and Tina Harp, Husband and Wife to Grantor by deed recorded October 29, 2010, as Document Number(s) 2010093860, Official Records of Sonoma County, California

and subject to the terms of this instrument, does hereby GRANT and CONVEY to the **SONOMA-MARIN AREA RAIL TRANSIT DISTRICT**, a public agency existing under the authority of the laws of the State of California ("**Grantee**"), and its successors and assigns, an exclusive, permanent and perpetual easement for a non-motorized vehicle and pedestrian pathway and all improvements, appurtenances and uses necessary and convenient thereto, including but not limited to, the construction, use, operation, and maintenance of said improvements and appurtenances over, under, in, within, across, along, about and through the property described below ("**Easement**").

Said Easement shall be a floating strip of land, 12 feet in width, located within that certain railroad property located in Sonoma County, California, described as follows:

All that property conveyed by Mary E. Brayton to the San Francisco and North Pacific Railroad Company by deed recorded April 7, 1875, in Book 50, Page 70 of Official Records of Sonoma County, California.

Said strip of land shall be along and adjacent to the East boundary of that certain railroad property described above and lengthened or shortened so as to begin on the westerly prolongation of the

northerly line of Grantor's property described above and terminate on the westerly prolongation of the southerly line of said Grantor's property. (all "**Easement Area**").

Grantee shall have the right to transfer, assign and/or convey the Easement, including, without limitation, any interest therein and/or in whole or in part, to successors and/or assigns, including, without limitation other governmental agencies. The covenants contained in this writing, including without limitation any restrictions set forth above, shall run with the land.

Grantee shall have the right, at any time, from time to time and without notice, to locate, relocate, construct, reconstruct, operate, maintain, repair, replace, renew, enlarge and/or remove fences belonging to the Grantee within the Easement Area or along the boundary of the Easement Area, including the right to install locks, locking and access system on any gates, gaps or other access points.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on the date set forth below.

GRANTOR:

Edward A. Harp and Tina M. Harp, husband and wife as joint tenants

By: _____
Edward A. Harp

Date: _____

By: _____
Tina M. Harp

Date: _____

Attachment #13

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Sonoma-Marín Area Rail Transit District
5401 Old Redwood Highway, Suite 200
Petaluma, California 94954

Attention: Randy Friedland, Real Estate Manager

APN(s): 043-170-022

SMART Milepost(s): 50.96

EXEMPT FROM RECORDING FEES PER GOVERNMENT CODE SECTIONS 6103 AND 27383
EXEMPT FROM DOCUMENTARY TRANSFER TAX PER REV. AND TAX CODE SECTION 11922

GRANT OF PATHWAY EASEMENT

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged by:

Martin Velazquez Garfia, a married man as his sole and separate property and Antonio Velazquez Medina, a married man as his sole and separate property and Martin Velazquez Medina, an unmarried man, as joint tenants ("Grantor"), owner of the following described land in Sonoma County, California

All that certain property conveyed by Miguel Gonzalez Gomez, an unmarried man and Rosa E Medrano Pena, an unmarried woman as joint tenants, to Grantor by deed recorded October 29, 2021, as Document Number(s) 2021118767, Official Records of Sonoma County, California

and subject to the terms of this instrument, does hereby GRANT and CONVEY to the **SONOMA-MARIN AREA RAIL TRANSIT DISTRICT**, a public agency existing under the authority of the laws of the State of California ("**Grantee**"), and its successors and assigns, an exclusive, permanent and perpetual easement for a non-motorized vehicle and pedestrian pathway and all improvements, appurtenances and uses necessary and convenient thereto, including but not limited to, the construction, use, operation, and maintenance of said improvements and appurtenances over, under, in, within, across, along, about and through the property described below ("**Easement**").

Said Easement shall be a floating strip of land, 12 feet in width, located within that certain railroad property located in Sonoma County, California, described as follows:

All that property conveyed by Mary E. Brayton to the San Francisco and North Pacific Railroad Company by deed recorded April 7, 1875, in Book 50, Page 70 of Official Records of Sonoma County, California.

Said strip of land shall be along and adjacent to the East boundary of that certain railroad property described above and lengthened or shortened so as to begin on the westerly prolongation of the northerly line of Grantor's property described above and terminate on the westerly prolongation of the southerly line of said Grantor's property. (all "Easement Area").

Grantee shall have the right to transfer, assign and/or convey the Easement, including, without limitation, any interest therein and/or in whole or in part, to successors and/or assigns, including, without limitation other governmental agencies. The covenants contained in this writing, including without limitation any restrictions set forth above, shall run with the land.

Grantee shall have the right, at any time, from time to time and without notice, to locate, relocate, construct, reconstruct, operate, maintain, repair, replace, renew, enlarge and/or remove fences belonging to the Grantee within the Easement Area or along the boundary of the Easement Area, including the right to install locks, locking and access system on any gates, gaps or other access points.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on the date set forth below.

GRANTOR:

Martin Velazquez Garfia, a married man as his sole and separate property and Antonio Velazquez Medina, a married man as his sole and separate property and Martin Velazquez Medina, an unmarried man, as joint tenants

By: _____
Martin Velazquez Garfia

Date: _____

By: _____
Martin Velazquez Medina

Date: _____

By: _____
Antonio Velazquez Medina

Date: _____

Attachment # 14

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Sonoma-Marín Area Rail Transit District
5401 Old Redwood Highway, Suite 200
Petaluma, California 94954

Attention: Randy Friedland, Real Estate Manager

APN(s): 043-170-040

SMART Milepost(s): 50.99

EXEMPT FROM RECORDING FEES PER GOVERNMENT CODE SECTIONS 6103 AND 27383
EXEMPT FROM DOCUMENTARY TRANSFER TAX PER REV. AND TAX CODE SECTION 11922

GRANT OF PATHWAY EASEMENT

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged by:

Robert E. Cydear, surviving spouse, (acquired title as husband and wife as joint tenants) ("Grantor"), owner of the following described land in Sonoma County, California

All that certain property conveyed by Richard Bellomo and Molly D. Bellomo, husband and wife to Grantor by deed(s) recorded September 20, 1999 & March 11, 2021, as Document Number(s) 1999117983 & 2021031976, Official Records of Sonoma County, California

and subject to the terms of this instrument, does hereby GRANT and CONVEY to the **SONOMA-MARIN AREA RAIL TRANSIT DISTRICT**, a public agency existing under the authority of the laws of the State of California ("**Grantee**"), and its successors and assigns, an exclusive, permanent and perpetual easement for a non-motorized vehicle and pedestrian pathway and all improvements, appurtenances and uses necessary and convenient thereto, including but not limited to, the construction, use, operation, and maintenance of said improvements and appurtenances over, under, in, within, across, along, about and through the property described below ("**Easement**").

Said Easement shall be a floating strip of land, 12 feet in width, located within that certain railroad property located in Sonoma County, California, described as follows:

All that property conveyed by Mary E. Brayton to the San Francisco and North Pacific Railroad Company by deed recorded April 7, 1875, in Book 50, Page 70 of Official Records of Sonoma County, California.

Said strip of land shall be along and adjacent to the East boundary of that certain railroad property described above and lengthened or shortened so as to begin on the westerly prolongation of the northerly line of Grantor's property described above and terminate on the westerly prolongation of the southerly line of said Grantor's property. (all "**Easement Area**").

Grantee shall have the right to transfer, assign and/or convey the Easement, including, without limitation, any interest therein and/or in whole or in part, to successors and/or assigns, including, without limitation other governmental agencies. The covenants contained in this writing, including without limitation any restrictions set forth above, shall run with the land.

Grantee shall have the right, at any time, from time to time and without notice, to locate, relocate, construct, reconstruct, operate, maintain, repair, replace, renew, enlarge and/or remove fences belonging to the Grantee within the Easement Area or along the boundary of the Easement Area, including the right to install locks, locking and access system on any gates, gaps or other access points.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on the date set forth below.

GRANTOR:

Robert E. Cydear, surviving spouse

By: _____
Robert E. Cydear

Date: _____

Attachment #15

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Sonoma-Marín Area Rail Transit District
5401 Old Redwood Highway, Suite 200
Petaluma, California 94954

Attention: Randy Friedland, Real Estate Manager

APN(s): 043-170-042

SMART Milepost(s): 51.04

EXEMPT FROM RECORDING FEES PER GOVERNMENT CODE SECTIONS 6103 AND 27383
EXEMPT FROM DOCUMENTARY TRANSFER TAX PER REV. AND TAX CODE SECTION 11922

GRANT OF PATHWAY EASEMENT

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged by:

Victor M. Arteaga and Zacklyne F. Arteaga, husband and wife as joint tenants ("Grantor"), owner of the following described land in Sonoma County, California

All that certain property conveyed by Lonny James Kinman, an unmarried man, to Grantor by deed recorded October 1, 1998, as Document Number(s) 1998 0113942, Official Records of Sonoma County, California

and subject to the terms of this instrument, does hereby GRANT and CONVEY to the **SONOMA-MARIN AREA RAIL TRANSIT DISTRICT**, a public agency existing under the authority of the laws of the State of California ("**Grantee**"), and its successors and assigns, an exclusive, permanent and perpetual easement for a non-motorized vehicle and pedestrian pathway and all improvements, appurtenances and uses necessary and convenient thereto, including but not limited to, the construction, use, operation, and maintenance of said improvements and appurtenances over, under, in, within, across, along, about and through the property described below ("**Easement**").

Said Easement shall be a floating strip of land, 12 feet in width, located within that certain railroad property located in Sonoma County, California, described as follows:

All that property conveyed by Mary E. Brayton to the San Francisco and North Pacific Railroad Company by deed recorded April 7, 1875, in Book 50, Page 70 of Official Records of Sonoma County, California.

Said strip of land shall be along and adjacent to the East boundary of that certain railroad property described above and lengthened or shortened so as to begin on the westerly prolongation of the northerly line of Grantor's property described above and terminate on the westerly prolongation of the southerly line of said Grantor's property. (all "**Easement Area**").

Grantee shall have the right to transfer, assign and/or convey the Easement, including, without limitation, any interest therein and/or in whole or in part, to successors and/or assigns, including, without limitation other governmental agencies. The covenants contained in this writing, including without limitation any restrictions set forth above, shall run with the land.

Grantee shall have the right, at any time, from time to time and without notice, to locate, relocate, construct, reconstruct, operate, maintain, repair, replace, renew, enlarge and/or remove fences belonging to the Grantee within the Easement Area or along the boundary of the Easement Area, including the right to install locks, locking and access system on any gates, gaps or other access points.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on the date set forth below.

GRANTOR:

Victor M. Arteaga and Zacklyne F. Arteaga, husband and wife as joint tenants

By: _____
Victor M. Arteaga

Date: _____

By: _____
Zacklyne F. Arteaga

Date: _____

Attachment #16

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Sonoma-Marín Area Rail Transit District
5401 Old Redwood Highway, Suite 200
Petaluma, California 94954

Attention: Randy Friedland, Real Estate Manager

APN(s): 043-181-006

SMART Milepost(s): 51.17-51.20

EXEMPT FROM RECORDING FEES PER GOVERNMENT CODE SECTIONS 6103 AND 27383
EXEMPT FROM DOCUMENTARY TRANSFER TAX PER REV. AND TAX CODE SECTION 11922

GRANT OF PATHWAY EASEMENT

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged by:

Maria Victoria Centeno Sanchez and Jose de Jesus Centeno Pedroza, wife and husband as joint tenants ("Grantor"), owner of the following described land in Sonoma County, California

All that certain property conveyed by Maria Victoria Centeno Sanchez who acquired title as, Maria V. Inzunza a married woman as her sole and separate property and Graciela S. Avalos, AKA Graciela Sanchez, married as her sole and separate property as joint tenants, to Grantor by deed recorded June 15, 2023, as Document Number(s) 2023026760, Official Records of Sonoma County, California

and subject to the terms of this instrument, does hereby GRANT and CONVEY to the **SONOMA-MARIN AREA RAIL TRANSIT DISTRICT**, a public agency existing under the authority of the laws of the State of California ("**Grantee**"), and its successors and assigns, an exclusive, permanent and perpetual easement for a non-motorized vehicle and pedestrian pathway and all improvements, appurtenances and uses necessary and convenient thereto, including but not limited to, the construction, use, operation, and maintenance of said improvements and appurtenances over, under, in, within, across, along, about and through the property described below ("**Easement**").

Said Easement shall be a floating strip of land, 12 feet in width, located within that certain railroad property located in Sonoma County, California, described as follows:

All that property conveyed by Mary E. Brayton to the San Francisco and North Pacific Railroad Company by deed recorded April 7, 1875, in Book 50, Page 70 of Official Records of Sonoma County, California.

Said strip of land shall be along and adjacent to the East boundary of that certain railroad property described above and lengthened or shortened so as to begin on the westerly prolongation of the northerly line of Grantor's property described above and terminate on the westerly prolongation of the southerly line of said Grantor's property. (all "**Easement Area**").

Grantee shall have the right to transfer, assign and/or convey the Easement, including, without limitation, any interest therein and/or in whole or in part, to successors and/or assigns, including, without limitation other governmental agencies. The covenants contained in this writing, including without limitation any restrictions set forth above, shall run with the land.

Grantee shall have the right, at any time, from time to time and without notice, to locate, relocate, construct, reconstruct, operate, maintain, repair, replace, renew, enlarge and/or remove fences belonging to the Grantee within the Easement Area or along the boundary of the Easement Area, including the right to install locks, locking and access system on any gates, gaps or other access points.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on the date set forth below.

GRANTOR:

Maria Victoria Centeno Sanchez and Jose de Jesus Centeno Pedroza, wife and husband as joint tenants

By: _____
Maria Victoria Centeno Sanchez

Date: _____

By: _____
Jose de Jesus Centeno Pedroza

Date: _____

Attachment #17

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Sonoma-Marín Area Rail Transit District
5401 Old Redwood Highway, Suite 200
Petaluma, California 94954

Attention: Randy Friedland, Real Estate Manager

APN(s): 043-181-007

SMART Milepost(s): 51.20-51.23

EXEMPT FROM RECORDING FEES PER GOVERNMENT CODE SECTIONS 6103 AND 27383
EXEMPT FROM DOCUMENTARY TRANSFER TAX PER REV. AND TAX CODE SECTION 11922

GRANT OF PATHWAY EASEMENT

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged by:

EVA GAMINO, a single woman ("Grantor"), owner of the following described land in Sonoma County, California

All that certain property conveyed by Faegh Assefnia, Trustee of The Farid Asefnia Revocable Trust dated July 29, 2024, to Grantor by deed recorded May 1, 2025, as Document Number(s) 2025019720, Official Records of Sonoma County, California

and subject to the terms of this instrument, does hereby GRANT and CONVEY to the **SONOMA-MARIN AREA RAIL TRANSIT DISTRICT**, a public agency existing under the authority of the laws of the State of California ("**Grantee**"), and its successors and assigns, an exclusive, permanent and perpetual easement for a non-motorized vehicle and pedestrian pathway and all improvements, appurtenances and uses necessary and convenient thereto, including but not limited to, the construction, use, operation, and maintenance of said improvements and appurtenances over, under, in, within, across, along, about and through the property described below ("**Easement**").

Said Easement shall be a floating strip of land, 12 feet in width, located within that certain railroad property located in Sonoma County, California, described as follows:

All that property conveyed by Mary E. Brayton to the San Francisco and North Pacific Railroad Company by deed recorded April 7, 1875, in Book 50, Page 70 of Official Records of Sonoma County, California.

Said strip of land shall be along and adjacent to the East boundary of that certain railroad property described above and lengthened or shortened so as to begin on the westerly prolongation of the northerly line of Grantor's property described above and terminate on the westerly prolongation of the southerly line of said Grantor's property. (all "Easement Area").

Grantee shall have the right to transfer, assign and/or convey the Easement, including, without limitation, any interest therein and/or in whole or in part, to successors and/or assigns, including, without limitation other governmental agencies. The contained in this writing, including without limitation any restrictions set forth above, shall run with the land.

Grantee shall have the right, at any time, from time to time and without notice, to locate, relocate, construct, reconstruct, operate, maintain, repair, replace, renew, enlarge and/or remove fences belonging to the Grantee within the Easement Area or along the boundary of the Easement Area, including the right to install locks, locking and access system on any gates, gaps or other access points.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on the date set forth below.

GRANTOR:

Eva Gamino, a single woman

By: _____
Eva Gamino

Date: _____

Attachment #18

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Sonoma-Marín Area Rail Transit District
5401 Old Redwood Highway, Suite 200
Petaluma, California 94954

Attention: Randy Friedland, Real Estate Manager

APN(s): 043-181-009

SMART Milepost(s): 51.26

EXEMPT FROM RECORDING FEES PER GOVERNMENT CODE SECTIONS 6103 AND 27383
EXEMPT FROM DOCUMENTARY TRANSFER TAX PER REV. AND TAX CODE SECTION 11922

GRANT OF PATHWAY EASEMENT

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged by:

Erika Zeying-Zhang, a married woman as her sole and separate property as to an undivided 50% interest & Wei Kun Zhang, a married man as his sole and separate property as to an undivided 50% interest ("Grantor"), owner of the following described land in Sonoma County, California

All that certain property conveyed by Thomas Wehr, an unmarried man to Grantor by deed recorded November 19, 2014, as Document Number(s) 2014082586, Official Records of Sonoma County, California

and subject to the terms of this instrument, does hereby GRANT and CONVEY to the **SONOMA-MARIN AREA RAIL TRANSIT DISTRICT**, a public agency existing under the authority of the laws of the State of California ("**Grantee**"), and its successors and assigns, an exclusive, permanent and perpetual easement for a non-motorized vehicle and pedestrian pathway and all improvements, appurtenances and uses necessary and convenient thereto, including but not limited to, the construction, use, operation, and maintenance of said improvements and appurtenances over, under, in, within, across, along, about and through the property described below ("**Easement**").

Said Easement shall be a floating strip of land, 12 feet in width, located within that certain railroad property located in Sonoma County, California, described as follows:

All that property conveyed by Mary E. Brayton to the San Francisco and North Pacific Railroad Company by deed recorded April 7, 1875, in Book 50, Page 70 of Official Records of Sonoma County, California.

Said strip of land shall be along and adjacent to the East boundary of that certain railroad property described above and lengthened or shortened so as to begin on the westerly prolongation of the northerly line of Grantor's property described above and terminate on the westerly prolongation of the southerly line of said Grantor's property. (all "Easement Area").

Grantee shall have the right to transfer, assign and/or convey the Easement, including, without limitation, any interest therein and/or in whole or in part, to successors and/or assigns, including, without limitation other governmental agencies. The covenants contained in this writing, including without limitation any restrictions set forth above, shall run with the land.

Grantee shall have the right, at any time, from time to time and without notice, to locate, relocate, construct, reconstruct, operate, maintain, repair, replace, renew, enlarge and/or remove fences belonging to the Grantee within the Easement Area or along the boundary of the Easement Area, including the right to install locks, locking and access system on any gates, gaps or other access points.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on the date set forth below.

GRANTOR:

Erika Zeying-Zhang, a married woman as her sole and separate property as to an undivided 50% interest & Wei Kun Zhang, a married man as his sole and separate property as to an undivided 50% interest)

By: _____
Erika Zeying-Zhang

Date: _____

By: _____
Wei Kun Zhang

Date: _____

Attachment #19

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Sonoma-Marín Area Rail Transit District
5401 Old Redwood Highway, Suite 200
Petaluma, California 94954

Attention: Randy Friedland, Real Estate Manager

APN(s): 043-270-017

SMART Milepost(s): 50.95

EXEMPT FROM RECORDING FEES PER GOVERNMENT CODE SECTIONS 6103 AND 27383
EXEMPT FROM DOCUMENTARY TRANSFER TAX PER REV. AND TAX CODE SECTION 11922

GRANT OF PATHWAY EASEMENT

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged by:

Ramon Juarez Solorio, a married man as his sole and separate property and Daniel Rangel Saucedo, Jr, an unmarried man, as joint tenants ("Grantor"), owner of the following described land in Sonoma County, California

All that certain property conveyed by Ramon Juarez Solorio, a married man as his sole and separate property, to Grantor by deed recorded July 16, 2021, as Document Number(s) 2021082236, Official Records of Sonoma County, California

and subject to the terms of this instrument, does hereby GRANT and CONVEY to the **SONOMA-MARIN AREA RAIL TRANSIT DISTRICT**, a public agency existing under the authority of the laws of the State of California ("**Grantee**"), and its successors and assigns, an exclusive, permanent and perpetual easement for a non-motorized vehicle and pedestrian pathway and all improvements, appurtenances and uses necessary and convenient thereto, including but not limited to, the construction, use, operation, and maintenance of said improvements and appurtenances over, under, in, within, across, along, about and through the property described below ("**Easement**").

Said Easement shall be a floating strip of land, 12 feet in width, located within that certain railroad property located in Sonoma County, California, described as follows:

All that property conveyed by Mary E. Brayton to the San Francisco and North Pacific Railroad Company by deed recorded April 7, 1875, in Book 50, Page 70 of Official Records of Sonoma County, California.

Said strip of land shall be along and adjacent to the East boundary of that certain railroad property described above and lengthened or shortened so as to begin on the westerly prolongation of the northerly line of Grantor's property described above and terminate on the westerly prolongation of the southerly line of said Grantor's property. (all "**Easement Area**").

Grantee shall have the right to transfer, assign and/or convey the Easement, including, without limitation, any interest therein and/or in whole or in part, to successors and/or assigns, including, without limitation other governmental agencies. The covenants contained in this writing, including without limitation any restrictions set forth above, shall run with the land.

Grantee shall have the right, at any time, from time to time and without notice, to locate, relocate, construct, reconstruct, operate, maintain, repair, replace, renew, enlarge and/or remove fences belonging to the Grantee within the Easement Area or along the boundary of the Easement Area, including the right to install locks, locking and access system on any gates, gaps or other access points.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on the date set forth below.

GRANTOR:

Ramon Juarez Solorio, a married man as his sole and separate property and Daniel Rangel Saucedo, Jr., an unmarried man, as joint tenants

By: _____
Ramon Juarez Solorio

Date: _____

By: _____
Daniel Rangel Saucedo, Jr.

Date: _____

Attachment #20

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Sonoma-Marín Area Rail Transit District
5401 Old Redwood Highway, Suite 200
Petaluma, California 94954

Attention: Randy Friedland, Real Estate Manager

APN(s): 043-270-018

SMART Milepost(s): 50.94

EXEMPT FROM RECORDING FEES PER GOVERNMENT CODE SECTIONS 6103 AND 27383
EXEMPT FROM DOCUMENTARY TRANSFER TAX PER REV. AND TAX CODE SECTION 11922

GRANT OF PATHWAY EASEMENT

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged by:

Paola Conde Frendo, a married woman as her sole and separate property ("Grantor"), owner of the following described land in Sonoma County, California

All that certain property conveyed by Garry H. Reiss, a married man as his sole and separate property, and by David C. Frendo, spouse of the grantee, to Grantor by deed(s) recorded November 30, 2017, as Document Number(s) 2017092160 & 2017092161, Official Records of Sonoma County, California

and subject to the terms of this instrument, does hereby GRANT and CONVEY to the **SONOMA-MARIN AREA RAIL TRANSIT DISTRICT**, a public agency existing under the authority of the laws of the State of California ("**Grantee**"), and its successors and assigns, an exclusive, permanent and perpetual easement for a non-motorized vehicle and pedestrian pathway and all improvements, appurtenances and uses necessary and convenient thereto, including but not limited to, the construction, use, operation, and maintenance of said improvements and appurtenances over, under, in, within, across, along, about and through the property described below ("**Easement**").

Said Easement shall be a floating strip of land, 12 feet in width, located within that certain railroad property located in Sonoma County, California, described as follows:

All that property conveyed by Mary E. Brayton to the San Francisco and North Pacific Railroad Company by deed recorded April 7, 1875, in Book 50, Page 70 of Official Records of Sonoma County, California.

Said strip of land shall be along and adjacent to the East boundary of that certain railroad property described above and lengthened or shortened so as to begin on the westerly prolongation of the northerly line of Grantor's property described above and terminate on the westerly prolongation of the southerly line of said Grantor's property. (all "**Easement Area**").

Grantee shall have the right to transfer, assign and/or convey the Easement, including, without limitation, any interest therein and/or in whole or in part, to successors and/or assigns, including, without limitation other governmental agencies. The covenants contained in this writing, including without limitation any restrictions set forth above, shall run with the land.

Grantee shall have the right, at any time, from time to time and without notice, to locate, relocate, construct, reconstruct, operate, maintain, repair, replace, renew, enlarge and/or remove fences belonging to the Grantee within the Easement Area or along the boundary of the Easement Area, including the right to install locks, locking and access system on any gates, gaps or other access points.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on the date set forth below.

GRANTOR:

Paola Conde Frendo, a married woman as her sole and separate property

By: _____ Date: _____
Paola Conde Frendo

Attachment #21

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Sonoma-Marín Area Rail Transit District
5401 Old Redwood Highway, Suite 200
Petaluma, California 94954

Attention: Randy Friedland, Real Estate Manager

APN(s): 043-270-020

SMART Milepost(s): 50.92

EXEMPT FROM RECORDING FEES PER GOVERNMENT CODE SECTIONS 6103 AND 27383
EXEMPT FROM DOCUMENTARY TRANSFER TAX PER REV. AND TAX CODE SECTION 11922

GRANT OF PATHWAY EASEMENT

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged by:

Jaime Alcazar and Maria Guadalupe Zepeda, husband and wife as joint tenants ("Grantor"), owner of the following described land in Sonoma County, California

All that certain property conveyed by Delfina Zepeda, a married woman as her sole and separate property; Maria Guadalupe Zepeda, a married woman as her sole and separate property to Grantor by deed recorded June 27, 2016, as Document Number(s) 2016055803, Official Records of Sonoma County, California

and subject to the terms of this instrument, does hereby GRANT and CONVEY to the **SONOMA-MARIN AREA RAIL TRANSIT DISTRICT**, a public agency existing under the authority of the laws of the State of California ("**Grantee**"), and its successors and assigns, an exclusive, permanent and perpetual easement for a non-motorized vehicle and pedestrian pathway and all improvements, appurtenances and uses necessary and convenient thereto, including but not limited to, the construction, use, operation, and maintenance of said improvements and appurtenances over, under, in, within, across, along, about and through the property described below ("**Easement**").

Said Easement shall be a floating strip of land, 12 feet in width, located within that certain railroad property located in Sonoma County, California, described as follows:

All that property conveyed by Mary E. Brayton to the San Francisco and North Pacific Railroad Company by deed recorded April 7, 1875, in Book 50, Page 70 of Official Records of Sonoma County, California.

Said strip of land shall be along and adjacent to the East boundary of that certain railroad property described above and lengthened or shortened so as to begin on the westerly prolongation of the northerly line of Grantor's property described above and terminate on the westerly prolongation of the southerly line of said Grantor's property. (all "Easement Area").

Grantee shall have the right to transfer, assign and/or convey the Easement, including, without limitation, any interest therein and/or in whole or in part, to successors and/or assigns, including, without limitation other governmental agencies. The covenants contained in this writing, including without limitation any restrictions set forth above, shall run with the land.

Grantee shall have the right, at any time, from time to time and without notice, to locate, relocate, construct, reconstruct, operate, maintain, repair, replace, renew, enlarge and/or remove fences belonging to the Grantee within the Easement Area or along the boundary of the Easement Area, including the right to install locks, locking and access system on any gates, gaps or other access points.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on the date set forth below.

GRANTOR:

Jaime Alcazar and Maria Guadalupe Zepeda, husband and wife as joint tenants

By: _____
Jaime Alcazar

Date: _____

By: _____
Maria Guadalupe Zepeda

Date: _____

Attachment #22

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Sonoma-Marín Area Rail Transit District
5401 Old Redwood Highway, Suite 200
Petaluma, California 94954

Attention: Randy Friedland, Real Estate Manager

APN(s): 043-270-035

SMART Milepost(s): 50.91

EXEMPT FROM RECORDING FEES PER GOVERNMENT CODE SECTIONS 6103 AND 27383
EXEMPT FROM DOCUMENTARY TRANSFER TAX PER REV. AND TAX CODE SECTION 11922

GRANT OF PATHWAY EASEMENT

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged by:

Beverly Minniefield and Mary Minniefield ("Grantor"), owner of the following described land in Sonoma County, California

All that certain property conveyed by Beverly Minniefield to Grantor by deed recorded August 5, 1999, as Document Number(s) 1999 0099465, Official Records of Sonoma County, California

and subject to the terms of this instrument, does hereby GRANT and CONVEY to the **SONOMA-MARIN AREA RAIL TRANSIT DISTRICT**, a public agency existing under the authority of the laws of the State of California ("**Grantee**"), and its successors and assigns, an exclusive, permanent and perpetual easement for a non-motorized vehicle and pedestrian pathway and all improvements, appurtenances and uses necessary and convenient thereto, including but not limited to, the construction, use, operation, and maintenance of said improvements and appurtenances over, under, in, within, across, along, about and through the property described below ("**Easement**").

Said Easement shall be a floating strip of land, 12 feet in width, located within that certain railroad property located in Sonoma County, California, described as follows:

All that property conveyed by Mary E. Brayton to the San Francisco and North Pacific Railroad Company by deed recorded April 7, 1875, in Book 50, Page 70 of Official Records of Sonoma County, California.

Said strip of land shall be along and adjacent to the East boundary of that certain railroad property described above and lengthened or shortened so as to begin on the westerly prolongation of the northerly line of Grantor's property described above and terminate on the westerly prolongation of the southerly line of said Grantor's property. (all "**Easement Area**").

Grantee shall have the right to transfer, assign and/or convey the Easement, including, without limitation, any interest therein and/or in whole or in part, to successors and/or assigns, including, without limitation other governmental agencies. The covenants contained in this writing, including without limitation any restrictions set forth above, shall run with the land.

Grantee shall have the right, at any time, from time to time and without notice, to locate, relocate, construct, reconstruct, operate, maintain, repair, replace, renew, enlarge and/or remove fences belonging to the Grantee within the Easement Area or along the boundary of the Easement Area, including the right to install locks, locking and access system on any gates, gaps or other access points.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on the date set forth below.

GRANTOR:

Beverly Minniefield and Mary Minniefield

By: _____
Beverly Minniefield

Date: _____

By: _____
Mary Minniefield

Date: _____

Attachment #23

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Sonoma-Marín Area Rail Transit District
5401 Old Redwood Highway, Suite 200
Petaluma, California 94954

Attention: Randy Friedland, Real Estate Manager

APN(s): 043-270-036

SMART Milepost(s): 50.90

EXEMPT FROM RECORDING FEES PER GOVERNMENT CODE SECTIONS 6103 AND 27383
EXEMPT FROM DOCUMENTARY TRANSFER TAX PER REV. AND TAX CODE SECTION 11922

GRANT OF PATHWAY EASEMENT

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged by:

Jimmy R. Winkle, a married man as his sole and separate property, and Ellen Pauli, Trustee of the Ellen Allegra Trust dated 1986, ("Grantor"), owner of the following described land in Sonoma County, California

All that certain property conveyed by Sheree L Robnett wife of the grantee herein, and Redwood Trust Deed Services, Inc. to Grantor by deed(s) recorded October 19, 2006, and February 15, 2012, as Document Number(s) 2006128908 and 2012014772, Official Records of Sonoma County, California

and subject to the terms of this instrument, does hereby GRANT and CONVEY to the **SONOMA-MARIN AREA RAIL TRANSIT DISTRICT**, a public agency existing under the authority of the laws of the State of California ("**Grantee**"), and its successors and assigns, an exclusive, permanent and perpetual easement for a non-motorized vehicle and pedestrian pathway and all improvements, appurtenances and uses necessary and convenient thereto, including but not limited to, the construction, use, operation, and maintenance of said improvements and appurtenances over, under, in, within, across, along, about and through the property described below ("**Easement**").

Said Easement shall be a floating strip of land, 12 feet in width, located within that certain railroad property located in Sonoma County, California, described as follows:

All that property conveyed by Mary E. Brayton to the San Francisco and North Pacific Railroad Company by deed recorded April 7, 1875, in Book 50, Page 70 of Official Records of Sonoma County, California.

Said strip of land shall be along and adjacent to the East boundary of that certain railroad property described above and lengthened or shortened so as to begin on the westerly prolongation of the northerly line of Grantor's property described above and terminate on the westerly prolongation of the southerly line of said Grantor's property. (all "**Easement Area**").

Grantee shall have the right to transfer, assign and/or convey the Easement, including, without limitation, any interest therein and/or in whole or in part, to successors and/or assigns, including, without limitation other governmental agencies. The covenants contained in this writing, including without limitation any restrictions set forth above, shall run with the land.

Grantee shall have the right, at any time, from time to time and without notice, to locate, relocate, construct, reconstruct, operate, maintain, repair, replace, renew, enlarge and/or remove fences belonging to the Grantee within the Easement Area or along the boundary of the Easement Area, including the right to install locks, locking and access system on any gates, gaps or other access points.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on the date set forth below.

GRANTOR:

Jimmy R. Winkle, a married man as his sole and separate property, and Ellen Pauli, Trustee of the Ellen Allegra Trust dated 1986

By: _____
Jimmy R. Winkle

Date: _____

By: _____
Ellen Pauli, Trustee

Date: _____

Attachment #24

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Sonoma-Marín Area Rail Transit District
5401 Old Redwood Highway, Suite 200
Petaluma, California 94954

Attention: Randy Friedland, Real Estate Manager

APN(s): 043-280-001

SMART Milepost(s): 50.85

EXEMPT FROM RECORDING FEES PER GOVERNMENT CODE SECTIONS 6103 AND 27383
EXEMPT FROM DOCUMENTARY TRANSFER TAX PER REV. AND TAX CODE SECTION 11922

GRANT OF PATHWAY EASEMENT

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged by:

Fogatia C. Fuiava and Sineti Fuiava, husband and wife as Community Property with Right of Survivorship ("Grantor"), owner of the following described land in Sonoma County, California

All that certain property conveyed by Josh McGill and Amanda McGill, husband and wife, wife and husband as community property with right of survivorship to Grantor by deed(s) recorded April 4, 2014 & April 28, 2015, as Document Number(s) 2014022595 & 2015035837, Official Records of Sonoma County, California

and subject to the terms of this instrument, does hereby GRANT and CONVEY to the **SONOMA-MARIN AREA RAIL TRANSIT DISTRICT**, a public agency existing under the authority of the laws of the State of California ("**Grantee**"), and its successors and assigns, an exclusive, permanent and perpetual easement for a non-motorized vehicle and pedestrian pathway and all improvements, appurtenances and uses necessary and convenient thereto, including but not limited to, the construction, use, operation, and maintenance of said improvements and appurtenances over, under, in, within, across, along, about and through the property described below ("**Easement**").

Said Easement shall be a floating strip of land, 12 feet in width, located within that certain railroad property located in Sonoma County, California, described as follows:

All that property conveyed by Mary E. Brayton to the San Francisco and North Pacific Railroad Company by deed recorded April 7, 1875, in Book 50, Page 70 of Official Records of Sonoma County, California.

Said strip of land shall be along and adjacent to the East boundary of that certain railroad property described above and lengthened or shortened so as to begin on the westerly prolongation of the northerly line of Grantor's property described above and terminate on the westerly prolongation

of the southerly line of said Grantor's property. (all "**Easement Area**").

Grantee shall have the right to transfer, assign and/or convey the Easement, including, without limitation, any interest therein and/or in whole or in part, to successors and/or assigns, including, without limitation other governmental agencies. The covenants contained in this writing, including without limitation any restrictions set forth above, shall run with the land.

Grantee shall have the right, at any time, from time to time and without notice, to locate, relocate, construct, reconstruct, operate, maintain, repair, replace, renew, enlarge and/or remove fences belonging to the Grantee within the Easement Area or along the boundary of the Easement Area, including the right to install locks, locking and access system on any gates, gaps or other access points.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on the date set forth below.

GRANTOR:

Fogatia C. Fuiava and Sineti Fuiava, husband and wife as Community Property with Right of Survivorship

By: _____
Fogatia C. Fuiava

Date: _____

By: _____
Sineti Fuiava

Date: _____

Attachment #25

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Sonoma-Marín Area Rail Transit District
5401 Old Redwood Highway, Suite 200
Petaluma, California 94954

Attention: Randy Friedland, Real Estate Manager

APN(s): 043-280-002

SMART Milepost(s): 50.86

EXEMPT FROM RECORDING FEES PER GOVERNMENT CODE SECTIONS 6103 AND 27383
EXEMPT FROM DOCUMENTARY TRANSFER TAX PER REV. AND TAX CODE SECTION 11922

GRANT OF PATHWAY EASEMENT

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged by:

Samson Gebrezghi and Valencia Tetteh Gebrezghi, Husband and Wife as Joint Tenants ("Grantor"), owner of the following described land in Sonoma County, California

All that certain property conveyed by Samson Tekie Gebrezghi, a married man (who acquired title as a single man) to Grantor by deed(s) recorded August 9, 2023, and October 11, 2018, as Document Number(s) 2023037170 and 2018070868, Official Records of Sonoma County, California

and subject to the terms of this instrument, does hereby GRANT and CONVEY to the **SONOMA-MARIN AREA RAIL TRANSIT DISTRICT**, a public agency existing under the authority of the laws of the State of California ("**Grantee**"), and its successors and assigns, an exclusive, permanent and perpetual easement for a non-motorized vehicle and pedestrian pathway and all improvements, appurtenances and uses necessary and convenient thereto, including but not limited to, the construction, use, operation, and maintenance of said improvements and appurtenances over, under, in, within, across, along, about and through the property described below ("**Easement**").

Said Easement shall be a floating strip of land, 12 feet in width, located within that certain railroad property located in Sonoma County, California, described as follows:

All that property conveyed by Mary E. Brayton to the San Francisco and North Pacific Railroad Company by deed recorded April 7, 1875, in Book 50, Page 70 of Official Records of Sonoma County, California.

Said strip of land shall be along and adjacent to the East boundary of that certain railroad property described above and lengthened or shortened so as to begin on the westerly prolongation of the northerly line of Grantor's property described above and terminate on the westerly prolongation of the southerly line of said Grantor's property. (all "**Easement Area**").

Grantee shall have the right to transfer, assign and/or convey the Easement, including, without limitation, any interest therein and/or in whole or in part, to successors and/or assigns, including, without limitation other governmental agencies. The covenants contained in this writing, including without limitation any restrictions set forth above, shall run with the land.

Grantee shall have the right, at any time, from time to time and without notice, to locate, relocate, construct, reconstruct, operate, maintain, repair, replace, renew, enlarge and/or remove fences belonging to the Grantee within the Easement Area or along the boundary of the Easement Area, including the right to install locks, locking and access system on any gates, gaps or other access points.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on the date set forth below.

GRANTOR:

Samson Gebrezghi and Valencia Tetteh Gebrezghi, Husband and Wife as Joint Tenants

By: _____
Samson Gebrezghi

Date: _____

By: _____
Valencia Tetteh Gebrezghi

Date: _____

Attachment #26

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Sonoma-Marín Area Rail Transit District
5401 Old Redwood Highway, Suite 200
Petaluma, California 94954

Attention: Randy Friedland, Real Estate Manager

APN(s): 043-280-003

SMART Milepost(s): 50.87

EXEMPT FROM RECORDING FEES PER GOVERNMENT CODE SECTIONS 6103 AND 27383
EXEMPT FROM DOCUMENTARY TRANSFER TAX PER REV. AND TAX CODE SECTION 11922

GRANT OF PATHWAY EASEMENT

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged by:

Yesenia Alvarez, an unmarried woman ("Grantor"), owner of the following described land in Sonoma County, California

All that certain property conveyed by Federal National Mortgage Association to Grantor by deed recorded January 30, 2012, as Document Number(s) 2012009216, Official Records of Sonoma County, California

and subject to the terms of this instrument, does hereby GRANT and CONVEY to the **SONOMA-MARIN AREA RAIL TRANSIT DISTRICT**, a public agency existing under the authority of the laws of the State of California ("**Grantee**"), and its successors and assigns, an exclusive, permanent and perpetual easement for a non-motorized vehicle and pedestrian pathway and all improvements, appurtenances and uses necessary and convenient thereto, including but not limited to, the construction, use, operation, and maintenance of said improvements and appurtenances over, under, in, within, across, along, about and through the property described below ("**Easement**").

Said Easement shall be a floating strip of land, 12 feet in width, located within that certain railroad property located in Sonoma County, California, described as follows:

All that property conveyed by Mary E. Brayton to the San Francisco and North Pacific Railroad Company by deed recorded April 7, 1875, in Book 50, Page 70 of Official Records of Sonoma County, California.

Said strip of land shall be along and adjacent to the East boundary of that certain railroad property described above and lengthened or shortened so as to begin on the westerly prolongation of the northerly line of Grantor's property described above and terminate on the westerly prolongation

of the southerly line of said Grantor's property. (all "**Easement Area**").

Grantee shall have the right to transfer, assign and/or convey the Easement, including, without limitation, any interest therein and/or in whole or in part, to successors and/or assigns, including, without limitation other governmental agencies. The covenants contained in this writing, including without limitation any restrictions set forth above, shall run with the land.

Grantee shall have the right, at any time, from time to time and without notice, to locate, relocate, construct, reconstruct, operate, maintain, repair, replace, renew, enlarge and/or remove fences belonging to the Grantee within the Easement Area or along the boundary of the Easement Area, including the right to install locks, locking and access system on any gates, gaps or other access points.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on the date set forth below.

GRANTOR:

Yesenia Alvarez, an unmarried woman

By: _____
Yesenia Alvarez

Date: _____

Attachment #27

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Sonoma-Marín Area Rail Transit District
5401 Old Redwood Highway, Suite 200
Petaluma, California 94954

Attention: Randy Friedland, Real Estate Manager

APN(s): 045-013-035

SMART Milepost(s): 49.51-49.78

EXEMPT FROM RECORDING FEES PER GOVERNMENT CODE SECTIONS 6103 AND 27383
EXEMPT FROM DOCUMENTARY TRANSFER TAX PER REV. AND TAX CODE SECTION 11922

GRANT OF PATHWAY EASEMENT

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged by:

Scenic Avenue Partners, LLC, a California limited liability company ("Grantor"), owner of the following described land in Sonoma County, California

All that certain property conveyed by R&S Logistics, LLC, a Delaware limited liability company, to Grantor by deed recorded December 7, 2022, as Document Number(s) 2022077625, Official Records of Sonoma County, California

and subject to the terms of this instrument, does hereby GRANT and CONVEY to the **SONOMA-MARIN AREA RAIL TRANSIT DISTRICT**, a public agency existing under the authority of the laws of the State of California ("**Grantee**"), and its successors and assigns, an exclusive, permanent and perpetual easement for a non-motorized vehicle and pedestrian pathway and all improvements, appurtenances and uses necessary and convenient thereto, including but not limited to, the construction, use, operation, and maintenance of said improvements and appurtenances over, under, in, within, across, along, about and through the property described below ("**Easement**").

Said Easement shall be a floating strip of land, 12 feet in width, located within that certain railroad property located in Sonoma County, California, described as follows:

All that property conveyed by Hezekia Brunk to the San Francisco and North Pacific Railroad Company by deed signed on September 3, 1870, and recorded on June 22, 1871, in Book 34, Page 192 of Official Records of Sonoma County, California.

Said strip of land shall be along and adjacent to the East boundary of that certain railroad property described above and lengthened or shortened so as to begin on the westerly prolongation of the northerly line of Grantor's property described above and terminate on the westerly prolongation of the southerly line of said Grantor's property. (all "**Easement Area**").

Grantee shall have the right to transfer, assign and/or convey the Easement, including, without limitation, any interest therein and/or in whole or in part, to successors and/or assigns, including, without limitation other governmental agencies. The covenants contained in this writing, including without limitation any restrictions set forth above, shall run with the land.

Grantee shall have the right, at any time, from time to time and without notice, to locate, relocate, construct, reconstruct, operate, maintain, repair, replace, renew, enlarge and/or remove fences belonging to the Grantee within the Easement Area or along the boundary of the Easement Area, including the right to install locks, locking and access system on any gates, gaps or other access points.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on the date set forth below.

GRANTOR:

Scenic Avenue Partners, LLC, a California limited liability company

By: _____

Date: _____

By:

Date:

Attachment #28

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Sonoma-Marín Area Rail Transit District
5401 Old Redwood Highway, Suite 200
Petaluma, California 94954

Attention: Randy Friedland, Real Estate Manager

APN(s): 047-166-017

SMART Milepost(s): 42.94-43.01

EXEMPT FROM RECORDING FEES PER GOVERNMENT CODE SECTIONS 6103 AND 27383
EXEMPT FROM DOCUMENTARY TRANSFER TAX PER REV. AND TAX CODE SECTION 11922

GRANT OF PATHWAY EASEMENT

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged by:

Nahmen B. Nissen, sole Trustee, or his successors in trust under the Nissen Family Living Trust dated August 12, 1998 ("Grantor"), owner of the following described land in Sonoma County, California

All that certain property conveyed by David Batemon and Gloria Batemon, husband and wife, to Grantor by deed recorded February 25, 2002, as Document Number(s) 2002026972, Official Records of Sonoma County, California

and subject to the terms of this instrument, does hereby GRANT and CONVEY to the **SONOMA-MARIN AREA RAIL TRANSIT DISTRICT**, a public agency existing under the authority of the laws of the State of California ("**Grantee**"), and its successors and assigns, an exclusive, permanent and perpetual easement for a non-motorized vehicle and pedestrian pathway and all improvements, appurtenances and uses necessary and convenient thereto, including but not limited to, the construction, use, operation, and maintenance of said improvements and appurtenances over, under, in, within, across, along, about and through the property described below ("**Easement**").

Said Easement shall be a floating strip of land, 12 feet in width, located within that certain railroad property located in Sonoma County, California, described as follows:

All that property conveyed by Martha V. Woodward to the San Francisco and North Pacific Railroad Company by deed recorded February 10, 1874, in Book 43, Page 513 of Official Records of Sonoma County, California.

Said strip of land shall be along and adjacent to the East boundary of that certain railroad property described above and lengthened or shortened so as to begin on the westerly prolongation of the northerly line of Grantor's property described above and terminate on the westerly prolongation of the southerly line of said Grantor's property. (all "Easement Area").

Grantee shall have the right to transfer, assign and/or convey the Easement, including, without limitation, any interest therein and/or in whole or in part, to successors and/or assigns, including, without limitation other governmental agencies. The covenants contained in this writing, including without limitation any restrictions set forth above, shall run with the land.

Grantee shall have the right, at any time, from time to time and without notice, to locate, relocate, construct, reconstruct, operate, maintain, repair, replace, renew, enlarge and/or remove fences belonging to the Grantee within the Easement Area or along the boundary of the Easement Area, including the right to install locks, locking and access system on any gates, gaps or other access points.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on the date set forth below.

GRANTOR:

Nahmen B. Nissen, sole Trustee, or his successors in trust under the Nissen Family Living Trust dated August 12, 1998

By: _____
Nahmen B. Nissen, Trustee

Date: _____

Attachment #29

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Sonoma-Marín Area Rail Transit District
5401 Old Redwood Highway, Suite 200
Petaluma, California 94954

Attention: Randy Friedland, Real Estate Manager

APN(s): 047-166-018

SMART Milepost(s): 43.01

EXEMPT FROM RECORDING FEES PER GOVERNMENT CODE SECTIONS 6103 AND 27383
EXEMPT FROM DOCUMENTARY TRANSFER TAX PER REV. AND TAX CODE SECTION 11922

GRANT OF PATHWAY EASEMENT

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged by:

Jeffrey C. Myers, Trustee of the Myers Townsend Family Trust dated 9/21/2020 as to a 50% interest & Leigh Townsend, Trustee of the Leigh Townsend Family Trust dated 1/31/2019 as to a 50% interest ("Grantor"), owner of the following described land in Sonoma County, California

All that certain property conveyed by Jeffrey Myers who acquired title as a husband as joint tenant, and Leigh Townsend who acquired title as a wife as joint tenant to Grantor by deed recorded September 28, 2020, and February 1, 2019, as Document Number(s) 2020086866 & 2019009589, Official Records of Sonoma County, California

and subject to the terms of this instrument, does hereby GRANT and CONVEY to the **SONOMA-MARIN AREA RAIL TRANSIT DISTRICT**, a public agency existing under the authority of the laws of the State of California ("**Grantee**"), and its successors and assigns, an exclusive, permanent and perpetual easement for a non-motorized vehicle and pedestrian pathway and all improvements, appurtenances and uses necessary and convenient thereto, including but not limited to, the construction, use, operation, and maintenance of said improvements and appurtenances over, under, in, within, across, along, about and through the property described below ("**Easement**").

Said Easement shall be a floating strip of land, 12 feet in width, located within that certain railroad property located in Sonoma County, California, described as follows:

All that property conveyed by Martha V. Woodward to the San Francisco and North Pacific Railroad Company by deed recorded February 10, 1874, in Book 43, Page 513 of Official Records of Sonoma County, California.

Said strip of land shall be along and adjacent to the East boundary of that certain railroad property described above and lengthened or shortened so as to begin on the westerly prolongation of the northerly line of Grantor's property described above and terminate on the westerly prolongation of the southerly line of said Grantor's property. (all "**Easement Area**").

Grantee shall have the right to transfer, assign and/or convey the Easement, including, without limitation, any interest therein and/or in whole or in part, to successors and/or assigns, including, without limitation other governmental agencies. The covenants contained in this writing, including without limitation any restrictions set forth above, shall run with the land.

Grantee shall have the right, at any time, from time to time and without notice, to locate, relocate, construct, reconstruct, operate, maintain, repair, replace, renew, enlarge and/or remove fences belonging to the Grantee within the Easement Area or along the boundary of the Easement Area, including the right to install locks, locking and access system on any gates, gaps or other access points.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on the date set forth below.

GRANTOR:

Jeffrey C. Myers, Trustee of the Myers Townsend Family Trust dated 9/21/2020 as to a 50% interest & Leigh Townsend, Trustee of the Leigh Townsend Family Trust dated 1/31/2019 as to a 50% interest

By: _____
Jeffrey C. Myers, Trustee

Date: _____

By: _____
Leigh Townsend, Trustee

Date: _____

Attachment #30

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Sonoma-Marín Area Rail Transit District
5401 Old Redwood Highway, Suite 200
Petaluma, California 94954

Attention: Randy Friedland, Real Estate Manager

APN(s): 047-166-019

SMART Milepost(s): 43.04

EXEMPT FROM RECORDING FEES PER GOVERNMENT CODE SECTIONS 6103 AND 27383
EXEMPT FROM DOCUMENTARY TRANSFER TAX PER REV. AND TAX CODE SECTION 11922

GRANT OF PATHWAY EASEMENT

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged by:

Michael A. Kofoid, individually, as his sole and separate property ("Grantor"), owner of the following described land in Sonoma County, California

All that certain property conveyed by Jennifer Ann Kofoid to Grantor by deed recorded December 12, 2014, as Document Number(s) 2014088587, Official Records of Sonoma County, California

and subject to the terms of this instrument, does hereby GRANT and CONVEY to the **SONOMA-MARIN AREA RAIL TRANSIT DISTRICT**, a public agency existing under the authority of the laws of the State of California ("**Grantee**"), and its successors and assigns, an exclusive, permanent and perpetual easement for a non-motorized vehicle and pedestrian pathway and all improvements, appurtenances and uses necessary and convenient thereto, including but not limited to, the construction, use, operation, and maintenance of said improvements and appurtenances over, under, in, within, across, along, about and through the property described below ("**Easement**").

Said Easement shall be a floating strip of land, 12 feet in width, located within that certain railroad property located in Sonoma County, California, described as follows:

All that property conveyed by Martha V. Woodward to the San Francisco and North Pacific Railroad Company by deed recorded February 10, 1874, in Book 43, Page 513 of Official Records of Sonoma County, California.

Said strip of land shall be along and adjacent to the East boundary of that certain railroad property described above and lengthened or shortened so as to begin on the westerly prolongation of the northerly line of Grantor's property described above and terminate on the westerly prolongation of the southerly line of said Grantor's property. (all "Easement Area").

Grantee shall have the right to transfer, assign and/or convey the Easement, including, without limitation, any interest therein and/or in whole or in part, to successors and/or assigns, including, without limitation other governmental agencies. The covenants contained in this writing, including without limitation any restrictions set forth above, shall run with the land.

Grantee shall have the right, at any time, from time to time and without notice, to locate, relocate, construct, reconstruct, operate, maintain, repair, replace, renew, enlarge and/or remove fences belonging to the Grantee within the Easement Area or along the boundary of the Easement Area, including the right to install locks, locking and access system on any gates, gaps or other access points.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on the date set forth below.

GRANTOR:

Michael A. Kofoid, individually, as his sole and separate property

By: _____
Michael A. Kofoid

Date: _____

Attachment #31

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Sonoma-Marín Area Rail Transit District
5401 Old Redwood Highway, Suite 200
Petaluma, California 94954

Attention: Randy Friedland, Real Estate Manager

APN(s): 047-166-030

SMART Milepost(s): 43.14-43.30

EXEMPT FROM RECORDING FEES PER GOVERNMENT CODE SECTIONS 6103 AND 27383
EXEMPT FROM DOCUMENTARY TRANSFER TAX PER REV. AND TAX CODE SECTION 11922

GRANT OF PATHWAY EASEMENT

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged by:

T. C. Enterprises, LLC, a California limited liability company ("Grantor"), owner of the following described land in Sonoma County, California

All that certain property conveyed by Gunnart Kissmann and Sally M. Kissmann, his wife, and Delmar P. Friedrichsen and Hannelore Friedrichsen, his wife, to Grantor by deed recorded December 31, 1997, as Document Number(s) 1997 0121198, Official Records of Sonoma County, California

and subject to the terms of this instrument, does hereby GRANT and CONVEY to the **SONOMA-MARIN AREA RAIL TRANSIT DISTRICT**, a public agency existing under the authority of the laws of the State of California ("**Grantee**"), and its successors and assigns, an exclusive, permanent and perpetual easement for a non-motorized vehicle and pedestrian pathway and all improvements, appurtenances and uses necessary and convenient thereto, including but not limited to, the construction, use, operation, and maintenance of said improvements and appurtenances over, under, in, within, across, along, about and through the property described below ("**Easement**").

Said Easement shall be a floating strip of land, 12 feet in width, located within that certain railroad property located in Sonoma County, California, described as follows:

All that property conveyed by Martha V. Woodward to the San Francisco and North Pacific Railroad Company by deed recorded February 10, 1874, in Book 43, Page 513 of Official Records of Sonoma County, California.

Said strip of land shall be along and adjacent to the East boundary of that certain railroad property described above and lengthened or shortened so as to begin on the westerly prolongation of the northerly line of Grantor's property described above and terminate on the westerly prolongation of the southerly line of said Grantor's property. (all "Easement Area").

Grantee shall have the right to transfer, assign and/or convey the Easement, including, without limitation, any interest therein and/or in whole or in part, to successors and/or assigns, including, without limitation other governmental agencies. The covenants contained in this writing, including without limitation any restrictions set forth above, shall run with the land.

Grantee shall have the right, at any time, from time to time and without notice, to locate, relocate, construct, reconstruct, operate, maintain, repair, replace, renew, enlarge and/or remove fences belonging to the Grantee within the Easement Area or along the boundary of the Easement Area, including the right to install locks, locking and access system on any gates, gaps or other access points.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on the date set forth below.

GRANTOR:

T. C. Enterprises, LLC, a California Limited Liability Company

By: _____

Date: _____

Name: _____

Title: _____

Attachment #32

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Sonoma-Marín Area Rail Transit District
5401 Old Redwood Highway, Suite 200
Petaluma, California 94954

Attention: Randy Friedland, Real Estate Manager

APN(s): 047-166-039

SMART Milepost(s): 43.09-43.14

EXEMPT FROM RECORDING FEES PER GOVERNMENT CODE SECTIONS 6103 AND 27383
EXEMPT FROM DOCUMENTARY TRANSFER TAX PER REV. AND TAX CODE SECTION 11922

GRANT OF PATHWAY EASEMENT

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged by:

Stacy R. Horton and Linda R. Lockwood, in trust, as Trustees of the Stacy R. Horton and Linda R. Lockwood Community Property Trust dated July 18, 2017 ("Grantor"), owner of the following described land in Sonoma County, California

All that certain property conveyed by Stacy R. Horton and Linda Rae Lockwood, husband and wife, as Community Property to Grantor by deed recorded July 28, 2017, as Document Number(s) 2017058279, Official Records of Sonoma County, California

and subject to the terms of this instrument, does hereby GRANT and CONVEY to the **SONOMA-MARIN AREA RAIL TRANSIT DISTRICT**, a public agency existing under the authority of the laws of the State of California ("**Grantee**"), and its successors and assigns, an exclusive, permanent and perpetual easement for a non-motorized vehicle and pedestrian pathway and all improvements, appurtenances and uses necessary and convenient thereto, including but not limited to, the construction, use, operation, and maintenance of said improvements and appurtenances over, under, in, within, across, along, about and through the property described below ("**Easement**").

Said Easement shall be a floating strip of land, 12 feet in width, located within that certain railroad property located in Sonoma County, California, described as follows:

All that property conveyed by Martha V. Woodward to the San Francisco and North Pacific Railroad Company by deed recorded February 10, 1874, in Book 43, Page 513 of Official Records of Sonoma County, California.

Said strip of land shall be along and adjacent to the East boundary of that certain railroad property described above and lengthened or shortened so as to begin on the westerly prolongation of the northerly line of Grantor's property described above and terminate on the westerly prolongation of the southerly line of said Grantor's property. (all "**Easement Area**").

Grantee shall have the right to transfer, assign and/or convey the Easement, including, without limitation, any interest therein and/or in whole or in part, to successors and/or assigns, including, without limitation other governmental agencies. The covenants contained in this writing, including without limitation any restrictions set forth above, shall run with the land.

Grantee shall have the right, at any time, from time to time and without notice, to locate, relocate, construct, reconstruct, operate, maintain, repair, replace, renew, enlarge and/or remove fences belonging to the Grantee within the Easement Area or along the boundary of the Easement Area, including the right to install locks, locking and access system on any gates, gaps or other access points.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on the date set forth below.

GRANTOR:

Stacy R. Horton and Linda R. Lockwood, in trust, as Trustees of the Stacy R. Horton and Linda R. Lockwood Community Property Trust dated July 18, 2017

By: _____
Stacy R. Horton, Trustee

Date: _____

By: _____
Linda R. Lockwood, Trustee

Date: _____

Attachment #33

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Sonoma-Marín Area Rail Transit District
5401 Old Redwood Highway, Suite 200
Petaluma, California 94954

Attention: Randy Friedland, Real Estate Manager

APN(s): 047-166-047

SMART Milepost(s): 43.05

EXEMPT FROM RECORDING FEES PER GOVERNMENT CODE SECTIONS 6103 AND 27383
EXEMPT FROM DOCUMENTARY TRANSFER TAX PER REV. AND TAX CODE SECTION 11922

GRANT OF PATHWAY EASEMENT

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged by:

Dominic E. Crosby, an unmarried man and Maggie M. Lam, an unmarried woman, as Joint Tenants ("Grantor"), owner of the following described land in Sonoma County, California

All that certain property conveyed by The Peter and Ursula Krausse Revocable Trust dated January 31, 2017, whose trustees are at the time of recording Peter W. Krausse and Ursula H Krausse to Grantor by deed recorded September 21, 2020, as Document Number(s) 2020084212, Official Records of Sonoma County, California

and subject to the terms of this instrument, does hereby GRANT and CONVEY to the **SONOMA-MARIN AREA RAIL TRANSIT DISTRICT**, a public agency existing under the authority of the laws of the State of California ("**Grantee**"), and its successors and assigns, an exclusive, permanent and perpetual easement for a non-motorized vehicle and pedestrian pathway and all improvements, appurtenances and uses necessary and convenient thereto, including but not limited to, the construction, use, operation, and maintenance of said improvements and appurtenances over, under, in, within, across, along, about and through the property described below ("**Easement**").

Said Easement shall be a floating strip of land, 12 feet in width, located within that certain railroad property located in Sonoma County, California, described as follows:

All that property conveyed by Martha V. Woodward to the San Francisco and North Pacific Railroad Company by deed recorded February 10, 1874, in Book 43, Page 513 of Official Records of Sonoma County, California.

Said strip of land shall be along and adjacent to the East boundary of that certain railroad property described above and lengthened or shortened so as to begin on the westerly prolongation of the northerly line of Grantor's property described above and terminate on the westerly prolongation of the southerly line of said Grantor's property. (all "Easement Area").

Grantee shall have the right to transfer, assign and/or convey the Easement, including, without limitation, any interest therein and/or in whole or in part, to successors and/or assigns, including, without limitation other governmental agencies. The covenants contained in this writing, including without limitation any restrictions set forth above, shall run with the land.

Grantee shall have the right, at any time, from time to time and without notice, to locate, relocate, construct, reconstruct, operate, maintain, repair, replace, renew, enlarge and/or remove fences belonging to the Grantee within the Easement Area or along the boundary of the Easement Area, including the right to install locks, locking and access system on any gates, gaps or other access points.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on the date set forth below.

GRANTOR:

Dominic E. Crosby, an unmarried man and Maggie M. Lam, an unmarried woman, as Joint Tenants

By: _____
Dominic E. Crosby

Date: _____

By: _____
Maggie M. Lam

Date: _____

Attachment #34

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Sonoma-Marín Area Rail Transit District
5401 Old Redwood Highway, Suite 200
Petaluma, California 94954

Attention: Randy Friedland, Real Estate Manager

APN(s): 047-213-027 & 137-011-022

SMART Milepost(s): 41.73-41.97 & 41.97-42.23

EXEMPT FROM RECORDING FEES PER GOVERNMENT CODE SECTIONS 6103 AND 27383
EXEMPT FROM DOCUMENTARY TRANSFER TAX PER REV. AND TAX CODE SECTION 11922

GRANT OF PATHWAY EASEMENT

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged by:

Charles J. Hildebrand, a single man and unmarried man ("Grantor"), owner of the following described land in Sonoma County, California:

All that certain property conveyed by: Richard Poncia, a married man as his sole and separate property, James A. Del Bondio, a single man, Lucille Woldemar, a married woman as her sole and separate property and Marvin Malacredi, a married man as his sole and separate property and Nellie Bionda, a married woman as her sole and separate property, as to an undivided 1/3 interest, William E. Mitchell, who acquired title as William Mitchell, an unmarried man, as to an undivided 1/3 interest, Fred Campell, Martha Campbell, husband and wife, as to an undivided 1/3 interest, to Grantor by deed(s) recorded July 19, 1985, January 19, 1994, and May 18, 1994, as Document Number(s) 1985046191, 19940007299 & 19940065348, Official Records of Sonoma County, California.

and subject to the terms of this instrument, does hereby GRANT and CONVEY to the **SONOMA-MARIN AREA RAIL TRANSIT DISTRICT**, a public agency existing under the authority of the laws of the State of California ("**Grantee**"), and its successors and assigns, an exclusive, permanent and perpetual easement for a non-motorized vehicle and pedestrian pathway and all improvements, appurtenances and uses necessary and convenient thereto, including but not limited to, the construction, use, operation, and maintenance of said improvements and appurtenances over, under, in, within, across, along, about and through the property described below ("**Easement**").

Said Easement shall be a floating strip of land, 12 feet in width, located within that certain railroad property located in Sonoma County, California, described as follows:

All that property described in the Decree of Condemnation in San Francisco and Humboldt Bay Railroad Company v. Alexander Ely, et al. to the San Francisco and Humboldt Railroad Company by Judgment dated May 16, 1870, in Sonoma County Superior Court.

Said strip of land shall be along and adjacent to the East boundary of that certain railroad property described above and lengthened or shortened so as to begin on the westerly prolongation of the northerly line of Grantor's property described above and terminate on the westerly prolongation of the southerly line of said Grantor's property. (all "**Easement Area**").

Grantee shall have the right to transfer, assign and/or convey the Easement, including, without limitation, any interest therein and/or in whole or in part, to successors and/or assigns, including, without limitation other governmental agencies. The covenants contained in this writing, including without limitation any restrictions set forth above, shall run with the land.

Grantee shall have the right, at any time, from time to time and without notice, to locate, relocate, construct, reconstruct, operate, maintain, repair, replace, renew, enlarge and/or remove fences belonging to the Grantee within the Easement Area or along the boundary of the Easement Area, including the right to install locks, locking and access system on any gates, gaps or other access points.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on the date set forth below.

GRANTOR:

Charles J. Hildebrand, a single man and unmarried man

By: _____
Charles J. Hildebrand

Date: _____

Attachment #35

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Sonoma-Marín Area Rail Transit District
5401 Old Redwood Highway, Suite 200
Petaluma, California 94954

Attention: Randy Friedland, Real Estate Manager

APN(s): 066-660-Common Area

SMART Milepost(s): 62.90

EXEMPT FROM RECORDING FEES PER GOVERNMENT CODE SECTIONS 6103 AND 27383
EXEMPT FROM DOCUMENTARY TRANSFER TAX PER REV. AND TAX CODE SECTION 11922

GRANT OF PATHWAY EASEMENT

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged by:

Town Green Village Association, a California nonprofit mutual benefit Common Interest Development Corporation ("Grantor"), owner of the following described land in Sonoma County, California

All that certain property conveyed by Declaration, executed by Town Green Village, L.P., a California limited partnership, entitled "Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for Town Green Village" and recorded on November 6, 2001, as Instrument No. 2001152128, of the Official Records of Sonoma County, California, and as previously amended and supplemented by (i) that certain document entitled "Declaration of Annexation for Phase I, Building B of Town Green Village" and recorded on November 6, 2001, as Instrument No. 2001152133, of the Official Records of Sonoma County, California, and as amended and supplemented by that certain document entitled "Declaration of Annexation for Phase I, Building C of Town Green Village" and recorded on November 6, 2001, as Instrument No. 2001152138, of the Official Records of Sonoma County, California, and (ii) further amended and supplemented by that certain document entitled "Declaration of Annexation for Phase I, Reimann House/ American Hotel of Town Green Village" and recorded on November 6, 2001, as Instrument No. 2001152143, of the Official Records of Sonoma County, California, and (iii) further amended and supplemented by that certain document entitled "Declaration of Annexation for Phase I, McCracken, I.O.O.F & Emery Buildings of Town Green Village" and recorded on November 6, 2001, as Instrument No. 2001152148, of the Official Records of Sonoma County, California, and (iv) further amended by that certain First Amendment to Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for Town Green Village, recorded on June 17, 2002, as Instrument No. 2002093114 of the Official Records of Sonoma County, California, and (v)

further amended and supplemented by that certain document entitled "Second Amendment of Declaration of Covenants, Conditions and Restrictions and Reservations of Easements for Town Green Village", recorded on October 8, 2002, as Document Number(s) 2002153382, of the Official Records of Sonoma County, California, to Grantor, as to Parcel Five, Lot 1, as shown on that certain map entitled "Town Green Village Phase I, McCracken, I.O.O.F. & Emery Buildings," filed in the office of the County Recorder of Sonoma County, State of California, on November 6, 2001, in Book 628 at Maps at page(s) 10 through 12.

and subject to the terms of this instrument, does hereby GRANT and CONVEY to the **SONOMA-MARIN AREA RAIL TRANSIT DISTRICT**, a public agency existing under the authority of the laws of the State of California ("**Grantee**"), and its successors and assigns, an exclusive, permanent and perpetual easement for a non-motorized vehicle and pedestrian pathway and all improvements, appurtenances and uses necessary and convenient thereto, including but not limited to, the construction, use, operation, and maintenance of said improvements and appurtenances over, under, in, within, across, along, about and through the property described below ("**Easement**").

Said Easement shall be a floating strip of land, 12 feet in width, located within that certain railroad property located in Sonoma County, California, described as follows:

All that property conveyed by Henry Rice, et al. to Peter Donahue (founder of the San Francisco and North Pacific Railroad Company) by deed recorded March 9, 1871, in Book B, Page 451 of Official Records of Sonoma County, California

Said strip of land shall be along and adjacent to the East boundary of that certain railroad property described above and lengthened or shortened so as to begin on the westerly prolongation of the northerly line of Grantor's property described above and terminate on the westerly prolongation of the southerly line of said Grantor's property. (all "**Easement Area**").

Grantee shall have the right to transfer, assign and/or convey the Easement, including, without limitation, any interest therein and/or in whole or in part, to successors and/or assigns, including, without limitation other governmental agencies. The covenants contained in this writing, including without limitation any restrictions set forth above, shall run with the land.

Grantee shall have the right, at any time, from time to time and without notice, to locate, relocate, construct, reconstruct, operate, maintain, repair, replace, renew, enlarge and/or remove fences belonging to the Grantee within the Easement Area or along the boundary of the Easement Area, including the right to install locks, locking and access system on any gates, gaps or other access points.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on the date set forth below.

GRANTOR:

Town Green Village Association, a California nonprofit mutual benefit Common Interest Development Corporation

By: _____

Date: _____

Name: _____

Title: _____

By: _____

Date: _____

Name: _____

Title: _____

Attachment #36

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Sonoma-Marín Area Rail Transit District
5401 Old Redwood Highway, Suite 200
Petaluma, California 94954

Attention: Randy Friedland, Real Estate Manager

APN(s): 047-221-041

SMART Milepost(s): 42.76-42.94

EXEMPT FROM RECORDING FEES PER GOVERNMENT CODE SECTIONS 6103 AND 27383
EXEMPT FROM DOCUMENTARY TRANSFER TAX PER REV. AND TAX CODE SECTION 11922

GRANT OF PATHWAY EASEMENT

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged by: **Klanton LLC, a California limited liability company ("Grantor")**, owner of the following described land in Sonoma County, California

All that certain property conveyed by Kristen Sorensen, Trustee of the Sorensen Residuary Trust Under Trust Agreement dated June 6, 2000, to Grantor by deed(s) recorded September 2, 2022, as Document Number(s) 2022058290 Official Records of Sonoma County, California

and subject to the terms of this instrument, does hereby GRANT and CONVEY to the **SONOMA-MARIN AREA RAIL TRANSIT DISTRICT**, a public agency existing under the authority of the laws of the State of California ("**Grantee**"), and its successors and assigns, an exclusive, permanent and perpetual easement for a non-motorized vehicle and pedestrian pathway and all improvements, appurtenances and uses necessary and convenient thereto, including but not limited to, the construction, use, operation, and maintenance of said improvements and appurtenances over, under, in, within, across, along, about and through the property described below ("**Easement**").

Said Easement shall be a floating strip of land, 12 feet in width, located within that certain railroad property located in Sonoma County, California, described as follows:

All that property conveyed by John Bannon to the San Francisco and Humboldt Bay Railroad Company by deed recorded March 13, 1871, in Book 33, Page 87 of Official Records of Sonoma County, California.

Said strip of land shall be along and adjacent to the East boundary of that certain railroad property described above and lengthened or shortened so as to begin on the westerly prolongation of the northerly line of Grantor's property described above and terminate on the westerly prolongation of the southerly line of said Grantor's property. (all "Easement Area").

Grantee shall have the right to transfer, assign and/or convey the Easement, including, without limitation, any interest therein and/or in whole or in part, to successors and/or assigns, including, without limitation other governmental agencies. The covenants contained in this writing, including without limitation any restrictions set forth above, shall run with the land.

Grantee shall have the right, at any time, from time to time and without notice, to locate, relocate, construct, reconstruct, operate, maintain, repair, replace, renew, enlarge and/or remove fences belonging to the Grantee within the Easement Area or along the boundary of the Easement Area, including the right to install locks, locking and access system on any gates, gaps or other access points.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on the date set forth below.

GRANTOR:
Klendon LLC, a California limited liability company

By: _____ Date: _____

By: _____ Date: _____

Attachment #37

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Sonoma-Marín Area Rail Transit District
5401 Old Redwood Highway, Suite 200
Petaluma, California 94954

Attention: Randy Friedland, Real Estate Manager

APN(s): 059-271-062, 059-271-063, 059-271-064 & 059-350-094

SMART Milepost(s): 60.20 & 60.21, 60.28 & 60.33

EXEMPT FROM RECORDING FEES PER GOVERNMENT CODE SECTIONS 6103 AND 27383
EXEMPT FROM DOCUMENTARY TRANSFER TAX PER REV. AND TAX CODE SECTION 11922

GRANT OF PATHWAY EASEMENT

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged by:

Sonoma Country Day School, a California nonprofit corporation ("Grantor"), owner of the following described land in Sonoma County, California

All that certain property conveyed by Larry L. Wasem, as to an undivided thirty-three and one-third percent (33 1/3%) interest, Richard A. Coombs, as to an undivided thirty-three and one-third percent (33 1/3%) interest and Tri Lions Holdings, LLC, a California limited liability company, as to an undivided thirty-three and one-third percent (33.1/3%) interest, as tenants in common, Larry L. Wasem, as to an undivided thirty-three and one-third percent (33 1/3%) interest, Richard A. Coombs, Borue H. O'Brien, as to an undivided thirty-three and one-third percent (33 1/3%) interest, as tenants in common, Airport Business Center, a California limited partnership, and Kendall-Jackson Wine Estates, LTD., a Delaware corporation (formerly known as Kendall Jackson Winery, Ltd.) to Grantor by deed(s) recorded on December 29, 2017, January 15, 2003, December 31, 2002, October 19, 2001, January 3, 2000 & December 30, 1998, as Document Number(s) 2017100913, 2003009369, 2002213912, 2001142584, 2000000167, and Maps 587 (Parcel Map 96-41) pages 17-19, Official Records of Sonoma County, California

and subject to the terms of this instrument, does hereby GRANT and CONVEY to the **SONOMA-MARIN AREA RAIL TRANSIT DISTRICT**, a public agency existing under the authority of the laws of the State of California ("**Grantee**"), and its successors and assigns, an exclusive, permanent and perpetual easement for a non-motorized vehicle and pedestrian pathway and all improvements, appurtenances and uses necessary and convenient thereto, including but not limited to, the construction, use, operation, and maintenance of said improvements and appurtenances over, under, in, within, across, along, about and through the property described below ("**Easement**").

Said Easement shall be a floating strip of land, 12 feet in width, located within that certain railroad property located in Sonoma County, California, described as follows:

All that property conveyed by Henry Rice, et al. to Peter Donahue (founder of the San Francisco and North Pacific Railroad Company) by deed recorded March 9, 1871, in Book B, Page 451 of Official Records of Sonoma County, California.

All that property conveyed by James H. Laughlin to Peter Donahue (founder of the San Francisco and North Pacific Railroad Company) by deed recorded April 1, 1871, in Book 32, Page 579 of Official Records of Sonoma County, California. Said strip of land shall be along and adjacent to the East boundary of that certain railroad property described above and lengthened or shortened so as to begin on the westerly prolongation of the northerly line of Grantor's property described above and terminate on the westerly prolongation of the southerly line of said Grantor's property. (all "Easement Area").

Grantee shall have the right to transfer, assign and/or convey the Easement, including, without limitation, any interest therein and/or in whole or in part, to successors and/or assigns, including, without limitation other governmental agencies. The covenants contained in this writing, including without limitation any restrictions set forth above, shall run with the land.

Grantee shall have the right, at any time, from time to time and without notice, to locate, relocate, construct, reconstruct, operate, maintain, repair, replace, renew, enlarge and/or remove fences belonging to the Grantee within the Easement Area or along the boundary of the Easement Area, including the right to install locks, locking and access system on any gates, gaps or other access points.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on the date set forth below.

GRANTOR:

Sonoma Country Day School, a California nonprofit corporation

By: _____

Date: _____

Name: _____

Title: _____

By: _____

Date: _____

Name: _____

Title: _____

Attachment #38

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Sonoma-Marín Area Rail Transit District
5401 Old Redwood Highway, Suite 200
Petaluma, California 94954

Attention: Randy Friedland, Real Estate Manager

APN(s): 059-271-097

SMART Milepost(s): 60.38

EXEMPT FROM RECORDING FEES PER GOVERNMENT CODE SECTIONS 6103 AND 27383
EXEMPT FROM DOCUMENTARY TRANSFER TAX PER REV. AND TAX CODE SECTION 11922

GRANT OF PATHWAY EASEMENT

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged by:

Windsor Express, LP, a California limited partnership ("Grantor"), owner of the following described land in Sonoma County, California

All that certain property conveyed by The Shiloh Group, LLC, a California limited liability company; Standard Industrial East, LLC, a California limited liability company; Shiloh Road, LLC, a California limited liability company; and Shiloh Oaks Company, LLC, a California limited liability company. to Grantor by deed(s) recorded March 4, 2015, as Document Number(s) 2015017184, Official Records of Sonoma County, California

and subject to the terms of this instrument, does hereby GRANT and CONVEY to the **SONOMA-MARIN AREA RAIL TRANSIT DISTRICT**, a public agency existing under the authority of the laws of the State of California ("**Grantee**"), and its successors and assigns, an exclusive, permanent and perpetual easement for a non-motorized vehicle and pedestrian pathway and all improvements, appurtenances and uses necessary and convenient thereto, including but not limited to, the construction, use, operation, and maintenance of said improvements and appurtenances over, under, in, within, across, along, about and through the property described below ("**Easement**").

Said Easement shall be a floating strip of land, 12 feet in width, located within that certain railroad property located in Sonoma County, California, described as follows:

All that property conveyed by Henry Rice, et al. to Peter Donahue (founder of the San Francisco and North Pacific Railroad Company) by deed recorded March 9, 1871, in Book B, Page 451 of Official Records of Sonoma County, California

Said strip of land shall be along and adjacent to the East boundary of that certain railroad property described above and lengthened or shortened so as to begin on the westerly prolongation of the northerly line of Grantor's property described above and terminate on the westerly prolongation of the southerly line of said Grantor's property. (all "Easement Area").

Grantee shall have the right to transfer, assign and/or convey the Easement, including, without limitation, any interest therein and/or in whole or in part, to successors and/or assigns, including, without limitation other governmental agencies. The covenants contained in this writing, including without limitation any restrictions set forth above, shall run with the land.

Grantee shall have the right, at any time, from time to time and without notice, to locate, relocate, construct, reconstruct, operate, maintain, repair, replace, renew, enlarge and/or remove fences belonging to the Grantee within the Easement Area or along the boundary of the Easement Area, including the right to install locks, locking and access system on any gates, gaps or other access points.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on the date set forth below.

GRANTOR:

Windsor Express, LP, a California limited partnership

By: _____

Date: _____

By: _____

Date: _____

Attachment #39

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Sonoma-Marín Area Rail Transit District
5401 Old Redwood Highway, Suite 200
Petaluma, California 94954

Attention: Randy Friedland, Real Estate Manager

APN(s): 059-271-100

SMART Milepost(s): 60.57

EXEMPT FROM RECORDING FEES PER GOVERNMENT CODE SECTIONS 6103 AND 27383
EXEMPT FROM DOCUMENTARY TRANSFER TAX PER REV. AND TAX CODE SECTION 11922

GRANT OF PATHWAY EASEMENT

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged by:

Shiloh Oaks Company, LLC, a limited liability company ("Grantor"), owner of the following described land in Sonoma County, California

All that certain property conveyed by Lynn C. Fritz and Tamara A. Fritz, husband and wife, and Standard Structures, Inc., a California corporation, and Helen M. Caletti and Richard C. Caletti, Co-Trustees of the Trust set forth under the Last Will and Carlo W. Caletti (Marin County Probate No. 18925) o Grantor by deeds recorded September 12, 2002 and January 22, 1999 as Document Number(s)2002137496 and 1999009366 and Maps 739 pages 40-44, Official Records of Sonoma County, California

and subject to the terms of this instrument, does hereby GRANT and CONVEY to the **SONOMA-MARIN AREA RAIL TRANSIT DISTRICT**, a public agency existing under the authority of the laws of the State of California ("**Grantee**"), and its successors and assigns, an exclusive, permanent and perpetual easement for a non-motorized vehicle and pedestrian pathway and all improvements, appurtenances and uses necessary and convenient thereto, including but not limited to, the construction, use , operation, and maintenance of said improvements and appurtenances over, under, in, within, across, along, about and through the property described below ("**Easement**").

Said Easement shall be a floating strip of land, 12 feet in width, located within that certain railroad property located in Sonoma County, California, described as follows:

All that property conveyed by James H. Laughlin to Peter Donahue (founder of the San Francisco and North Pacific Railroad Company) by deed recorded April 1, 1871, in Book 32, Page 579 of Official Records of Sonoma County, California

Said strip of land shall be along and adjacent to the East boundary of that certain railroad property described above and lengthened or shortened so as to begin on the westerly prolongation of the northerly line of Grantor's property described above and terminate on the westerly prolongation of the southerly line of said Grantor's property. (all "Easement Area").

Grantee shall have the right to transfer, assign and/or convey the Easement, including, without limitation, any interest therein and/or in whole or in part, to successors and/or assigns, including, without limitation other governmental agencies. The covenants contained in this writing, including without limitation any restrictions set forth above, shall run with the land.

Grantee shall have the right, at any time, from time to time and without notice, to locate, relocate, construct, reconstruct, operate, maintain, repair, replace, renew, enlarge and/or remove fences belonging to the Grantee within the Easement Area or along the boundary of the Easement Area, including the right to install locks, locking and access system on any gates, gaps or other access points.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on the date set forth below.

GRANTOR:

Shiloh Oaks Company, LLC, a limited liability company

By: _____

Date: _____

By: _____

Date: _____

Attachment #40

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Sonoma-Marín Area Rail Transit District
5401 Old Redwood Highway, Suite 200
Petaluma, California 94954

Attention: Randy Friedland, Real Estate Manager

APN(s): 059-271-105

SMART Milepost(s): 60.68-61.10

EXEMPT FROM RECORDING FEES PER GOVERNMENT CODE SECTIONS 6103 AND 27383
EXEMPT FROM DOCUMENTARY TRANSFER TAX PER REV. AND TAX CODE SECTION 11922

GRANT OF PATHWAY EASEMENT

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged by:

930 Shiloh Owner LLC, a California limited liability company ("Grantor"), owner of the following described land in Sonoma County, California

All that certain property conveyed by The Shiloh Group LLC, a California limited liability company to Grantor by deed recorded April 1, 2022, as Document Number(s) 2022023584, Official Records of Sonoma County, California

and subject to the terms of this instrument, does hereby GRANT and CONVEY to the **SONOMA-MARIN AREA RAIL TRANSIT DISTRICT**, a public agency existing under the authority of the laws of the State of California ("**Grantee**"), and its successors and assigns, an exclusive, permanent and perpetual easement for a non-motorized vehicle and pedestrian pathway and all improvements, appurtenances and uses necessary and convenient thereto, including but not limited to, the construction, use, operation, and maintenance of said improvements and appurtenances over, under, in, within, across, along, about and through the property described below ("**Easement**").

Said Easement shall be a floating strip of land, 12 feet in width, located within that certain railroad property located in Sonoma County, California, described as follows:

All that property conveyed by James H. Laughlin to Peter Donahue (founder of the San Francisco and North Pacific Railroad Company) by deed recorded April 1, 1871, in Book 32, Page 579 of Official Records of Sonoma County, California

Said strip of land shall be along and adjacent to the East boundary of that certain railroad property described above and lengthened or shortened so as to begin on the westerly prolongation of the northerly line of Grantor's property described above and terminate on the westerly prolongation of the southerly line of said Grantor's property. (all "Easement Area").

Grantee shall have the right to transfer, assign and/or convey the Easement, including, without limitation, any interest therein and/or in whole or in part, to successors and/or assigns, including, without limitation other governmental agencies. The covenants contained in this writing, including without limitation any restrictions set forth above, shall run with the land.

Grantee shall have the right, at any time, from time to time and without notice, to locate, relocate, construct, reconstruct, operate, maintain, repair, replace, renew, enlarge and/or remove fences belonging to the Grantee within the Easement Area or along the boundary of the Easement Area, including the right to install locks, locking and access system on any gates, gaps or other access points.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on the date set forth below.

GRANTOR:

930 Shiloh Owner LLC, a California limited liability company

By: _____

Date: _____

Name: _____

Title: _____

By: _____

Date: _____

Name: _____

Title: _____

Attachment #41

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Sonoma-Marín Area Rail Transit District
5401 Old Redwood Highway, Suite 200
Petaluma, California 94954

Attention: Randy Friedland, Real Estate Manager

APN(s): 059-350-031

SMART Milepost(s): 60.06

EXEMPT FROM RECORDING FEES PER GOVERNMENT CODE SECTIONS 6103 AND 27383
EXEMPT FROM DOCUMENTARY TRANSFER TAX PER REV. AND TAX CODE SECTION 11922

GRANT OF PATHWAY EASEMENT

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged by:

The Airport Club, a California limited partnership ("Grantor"), owner of the following described land in Sonoma County, California

All that certain property conveyed by Airport Blvd. Business Park, a California limited partnership to Grantor by deed recorded July 3, 1990, as Document Number(s) 1990 0067259, and Parcel Map No. 89-428, Maps Book 448, page 47 and 48, recorded December 28, 1989, Official Records of Sonoma County, California

and subject to the terms of this instrument, does hereby GRANT and CONVEY to the **SONOMA-MARIN AREA RAIL TRANSIT DISTRICT**, a public agency existing under the authority of the laws of the State of California ("**Grantee**"), and its successors and assigns, an exclusive, permanent and perpetual easement for a non-motorized vehicle and pedestrian pathway and all improvements, appurtenances and uses necessary and convenient thereto, including but not limited to, the construction, use, operation, and maintenance of said improvements and appurtenances over, under, in, within, across, along, about and through the property described below ("**Easement**").

Said Easement shall be a floating strip of land, 12 feet in width, located within that certain railroad property located in Sonoma County, California, described as follows:

All that property conveyed by James H. Laughlin to Peter Donahue (founder of the San Francisco and North Pacific Railroad Company) by deed recorded April 1, 1871, in Book 32, Page 579 of Official Records of Sonoma County, California

Said strip of land shall be along and adjacent to the East boundary of that certain railroad property described above and lengthened or shortened so as to begin on the westerly prolongation of the northerly line of Grantor's property described above and terminate on the westerly prolongation of the southerly line of said Grantor's property. (all "Easement Area").

Grantee shall have the right to transfer, assign and/or convey the Easement, including, without limitation, any interest therein and/or in whole or in part, to successors and/or assigns, including, without limitation other governmental agencies. The covenants contained in this writing, including without limitation any restrictions set forth above, shall run with the land.

Grantee shall have the right, at any time, from time to time and without notice, to locate, relocate, construct, reconstruct, operate, maintain, repair, replace, renew, enlarge and/or remove fences belonging to the Grantee within the Easement Area or along the boundary of the Easement Area, including the right to install locks, locking and access system on any gates, gaps or other access points. Grantee agrees to indemnify and hold harmless Grantor from any third- party claim arising out of the negligent acts or willful misconduct of Grantee in connection with the use of the Pathway Easement by Grantee for the Pathway; provided, however, that this indemnity will not apply to the extent such claim results from the willful misconduct or negligent acts or omissions of Grantor.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on the date set forth below.

GRANTOR:

The Airport Club, a California limited partnership

By: _____

Date: _____

Name: _____

Title: _____

By: _____

Date: _____

Name: _____

Title: _____

Attachment #42

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Sonoma-Marín Area Rail Transit District
5401 Old Redwood Highway, Suite 200
Petaluma, California 94954

Attention: Randy Friedland, Real Estate Manager

APN(s): 059-350-055

SMART Milepost(s): 59.93

EXEMPT FROM RECORDING FEES PER GOVERNMENT CODE SECTIONS 6103 AND 27383
EXEMPT FROM DOCUMENTARY TRANSFER TAX PER REV. AND TAX CODE SECTION 11922

GRANT OF PATHWAY EASEMENT

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged by:

A.B.C.O.A., Inc., a California nonprofit mutual benefit corporation ("Grantor"), owner of the following described land in Sonoma County, California

All that certain property conveyed by Airport Business Center, a California Limited Partnership to Grantor by deed recorded November 8, 1991, and April 11, 1989, as Document Number(s) 19910113036, and Book 432 of Maps, pages 48-52, Official Records of Sonoma County, California

and subject to the terms of this instrument, does hereby GRANT and CONVEY to the **SONOMA-MARIN AREA RAIL TRANSIT DISTRICT**, a public agency existing under the authority of the laws of the State of California ("**Grantee**"), and its successors and assigns, an exclusive, permanent and perpetual easement for a non-motorized vehicle and pedestrian pathway and all improvements, appurtenances and uses necessary and convenient thereto, including but not limited to, the construction, use, operation, and maintenance of said improvements and appurtenances over, under, in, within, across, along, about and through the property described below ("**Easement**").

Said Easement shall be a floating strip of land, 12 feet in width, located within that certain railroad property located in Sonoma County, California, described as follows:

All that property conveyed by James H. Laughlin to Peter Donahue (founder of the San Francisco and North Pacific Railroad Company) by deed recorded April 1, 1871, in Book 32, Page 579 of Official Records of Sonoma County, California.

Said strip of land shall be along and adjacent to the East boundary of that certain railroad property described above and lengthened or shortened so as to begin on the westerly prolongation of the northerly line of Grantor's property described above and terminate on the westerly prolongation of the southerly line of said Grantor's property. (all "Easement Area").

Grantee shall have the right to transfer, assign and/or convey the Easement, including, without limitation, any interest therein and/or in whole or in part, to successors and/or assigns, including, without limitation other governmental agencies. The covenants contained in this writing, including without limitation any restrictions set forth above, shall run with the land.

Grantee shall have the right, at any time, from time to time and without notice, to locate, relocate, construct, reconstruct, operate, maintain, repair, replace, renew, enlarge and/or remove fences belonging to the Grantee within the Easement Area or along the boundary of the Easement Area, including the right to install locks, locking and access system on any gates, gaps or other access points. Grantee agrees to indemnify and hold harmless Grantor from any third- party claim arising out of the negligent acts or willful misconduct of Grantee in connection with the use of the Pathway Easement by Grantee for the Pathway; provided, however, that this indemnity will not apply to the extent such claim results from the willful misconduct or negligent acts or omissions of Grantor.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on the date set forth below.

GRANTOR:

A.B.C.O.A., Inc., a California nonprofit mutual benefit corporation

By: _____

Date: _____

Name: _____

Title: _____

By: _____

Date: _____

Name: _____

Title: _____

Attachment #43

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Sonoma-Marín Area Rail Transit District
5401 Old Redwood Highway, Suite 200
Petaluma, California 94954

Attention: Randy Friedland, Real Estate Manager

APN(s): 059-350-063 (Common Area)
059-350-061 and 059-350-063 (¼ interest)

SMART Milepost(s): 60.03

EXEMPT FROM RECORDING FEES PER GOVERNMENT CODE SECTIONS 6103 AND 27383
EXEMPT FROM DOCUMENTARY TRANSFER TAX PER REV. AND TAX CODE SECTION 11922

GRANT OF PATHWAY EASEMENT

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged by: **Airport Business Center, a California limited partnership, an undivided ¼ interest ("Grantor")**, owner of the following described land in Sonoma County, California

All that certain property conveyed by John Dennis DeSousa and Nancy Romele DeSousa, Trustees of The DeSousa Family Trust dated 1995 as Parcel Two to Grantor by deed recorded February 15, 2012, as Document Number(s), 2012014981, and Book 514 of Maps, pages 15-17, Official Records of Sonoma County, California

and subject to the terms of this instrument, does hereby GRANT and CONVEY to the **SONOMA-MARIN AREA RAIL TRANSIT DISTRICT**, a public agency existing under the authority of the laws of the State of California ("**Grantee**"), and its successors and assigns, an exclusive, permanent and perpetual easement for a non-motorized vehicle and pedestrian pathway and all improvements, appurtenances and uses necessary and convenient thereto, including but not limited to, the construction, use, operation, and maintenance of said improvements and appurtenances over, under, in, within, across, along, about and through the property described below ("**Easement**").

Said Easement shall be a floating strip of land, 12 feet in width, located within that certain railroad property located in Sonoma County, California, described as follows:

All that property conveyed by James H. Laughlin to Peter Donahue (founder of the San Francisco and North Pacific Railroad Company) by deed recorded April 1, 1871, in Book 32, Page 579 of Official Records of Sonoma County, California

Said strip of land shall be along and adjacent to the East boundary of that certain railroad property described above and lengthened or shortened so as to begin on the westerly prolongation of the northerly line of Grantor's property described above and terminate on the westerly prolongation of the southerly line of said Grantor's property. (all "**Easement Area**").

Grantee shall have the right to transfer, assign and/or convey the Easement, including, without limitation, any interest therein and/or in whole or in part, to successors and/or assigns, including, without limitation other governmental agencies. The covenants contained in this writing, including without limitation any restrictions set forth above, shall run with the land.

Grantee shall have the right, at any time, from time to time and without notice, to locate, relocate, construct, reconstruct, operate, maintain, repair, replace, renew, enlarge and/or remove fences belonging to the Grantee within the Easement Area or along the boundary of the Easement Area, including the right to install locks, locking and access system on any gates, gaps or other access points. Grantee agrees to indemnify and hold harmless Grantor from any third- party claim arising out of the negligent acts or willful misconduct of Grantee in connection with the use of the Pathway Easement by Grantee for the Pathway; provided, however, that this indemnity will not apply to the extent such claim results from the willful misconduct or negligent acts or omissions of Grantor.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on the date set forth below.

GRANTOR:

Airport Business Center, a California limited partnership, an undivided 1/4 interest,

By: _____ Date: _____

Name: _____

Title: _____

Attachment #44

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Sonoma-Marín Area Rail Transit District
5401 Old Redwood Highway, Suite 200
Petaluma, California 94954

Attention: Randy Friedland, Real Estate Manager

APN(s): 066-660-Common Area

066-660-005

SMART Milepost(s): 62.90

EXEMPT FROM RECORDING FEES PER GOVERNMENT CODE SECTIONS 6103 AND 27383
EXEMPT FROM DOCUMENTARY TRANSFER TAX PER REV. AND TAX CODE SECTION 11922

GRANT OF PATHWAY EASEMENT

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged by:

Rufino Rosas, Jr., an unmarried man, as to an undivided 1/5th interest in Parcel One, ("Grantor"), owner of the following described land in Sonoma County, California

All that certain property conveyed by Town Green Village, L.P., A California Limited Partnership to Grantor by deed recorded November 8, 2002, as Document Number(s) 2002174729, Official Records of Sonoma County, California

and subject to the terms of this instrument, does hereby GRANT and CONVEY to the **SONOMA-MARIN AREA RAIL TRANSIT DISTRICT**, a public agency existing under the authority of the laws of the State of California ("**Grantee**"), and its successors and assigns, an exclusive, permanent and perpetual easement for a non-motorized vehicle and pedestrian pathway and all improvements, appurtenances and uses necessary and convenient thereto, including but not limited to, the construction, use, operation, and maintenance of said improvements and appurtenances over, under, in, within, across, along, about and through the property described below ("**Easement**").

Said Easement shall be a floating strip of land, 12 feet in width, located within that certain railroad property located in Sonoma County, California, described as follows:

All that property conveyed by Henry Rice, et al. to Peter Donahue (founder of the San Francisco and North Pacific Railroad Company) by deed recorded March 9, 1871. in Book B, Page 451 of Official Records of Sonoma County, California

Said strip of land shall be along and adjacent to the East boundary of that certain railroad property described above and lengthened or shortened so as to begin on the westerly prolongation of the northerly line of Grantor's property described above and terminate on the westerly prolongation of the southerly line of said Grantor's property. (all "**Easement Area**").

Grantee shall have the right to transfer, assign and/or convey the Easement, including, without limitation, any interest therein and/or in whole or in part, to successors and/or assigns, including, without limitation other governmental agencies. The covenants contained in this writing, including without limitation any restrictions set forth above, shall run with the land.

Grantee shall have the right, at any time, from time to time and without notice, to locate, relocate, construct, reconstruct, operate, maintain, repair, replace, renew, enlarge and/or remove fences belonging to the Grantee within the Easement Area or along the boundary of the Easement Area, including the right to install locks, locking and access system on any gates, gaps or other access points.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on the date set forth below.

GRANTOR:

Rufino Rosas, Jr., an unmarried man as to an undivided 1/5th interest

By: _____
Rufino Rosas, Jr.

Date: _____

Attachment #45

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Sonoma-Marín Area Rail Transit District
5401 Old Redwood Highway, Suite 200
Petaluma, California 94954

Attention: Randy Friedland, Real Estate Manager

APN(s): 066-660-Common Area

066-660-003

SMART Milepost(s): 62.90

EXEMPT FROM RECORDING FEES PER GOVERNMENT CODE SECTIONS 6103 AND 27383
EXEMPT FROM DOCUMENTARY TRANSFER TAX PER REV. AND TAX CODE SECTION 11922

GRANT OF PATHWAY EASEMENT

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged by:

Hilda Sandoval, an unmarried woman, as to an undivided 1/5th interest in Parcel One, ("Grantor"), owner of the following described land in Sonoma County, California

All that certain property conveyed by Cheylyn L. Kahaulelio-Virelasa married woman who acquired title as Cheylyn L. Kahaulelio, an unmarried woman to Grantor by deed recorded May 28, 2021, as Document Number(s) 2021064257, Official Records of Sonoma County, California

and subject to the terms of this instrument, does hereby GRANT and CONVEY to the **SONOMA-MARIN AREA RAIL TRANSIT DISTRICT**, a public agency existing under the authority of the laws of the State of California ("**Grantee**"), and its successors and assigns, an exclusive, permanent and perpetual easement for a non-motorized vehicle and pedestrian pathway and all improvements, appurtenances and uses necessary and convenient thereto, including but not limited to, the construction, use, operation, and maintenance of said improvements and appurtenances over, under, in, within, across, along, about and through the property described below ("**Easement**").

Said Easement shall be a floating strip of land, 12 feet in width, located within that certain railroad property located in Sonoma County, California, described as follows:

All that property conveyed by Henry Rice, et al. to Peter Donahue (founder of the San Francisco and North Pacific Railroad Company) by deed recorded March 9, 1871, in Book B, Page 451 of Official Records of Sonoma County, California

Said strip of land shall be along and adjacent to the East boundary of that certain railroad property described above and lengthened or shortened so as to begin on the westerly prolongation of the northerly line of Grantor's property described above and terminate on the westerly prolongation of the southerly line of said Grantor's property. (all "Easement Area").

Grantee shall have the right to transfer, assign and/or convey the Easement, including, without limitation, any interest therein and/or in whole or in part, to successors and/or assigns, including, without limitation other governmental agencies. The covenants contained in this writing, including without limitation any restrictions set forth above, shall run with the land.

Grantee shall have the right, at any time, from time to time and without notice, to locate, relocate, construct, reconstruct, operate, maintain, repair, replace, renew, enlarge and/or remove fences belonging to the Grantee within the Easement Area or along the boundary of the Easement Area, including the right to install locks, locking and access system on any gates, gaps or other access points.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on the date set forth below.

GRANTOR:

Hilda Sandoval, an unmarried woman as to an undivided 1/5th interest

By: _____
Hilda Sandoval

Date: _____

Attachment #46

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Sonoma-Marín Area Rail Transit District
5401 Old Redwood Highway, Suite 200
Petaluma, California 94954

Attention: Randy Friedland, Real Estate Manager

APN(s): 066-660-Common Area

066-660-004

SMART Milepost(s): 62.91

EXEMPT FROM RECORDING FEES PER GOVERNMENT CODE SECTIONS 6103 AND 27383
EXEMPT FROM DOCUMENTARY TRANSFER TAX PER REV. AND TAX CODE SECTION 11922

GRANT OF PATHWAY EASEMENT

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged by:

Karen D. Alves, a single woman, as her sole and separate property, as to an undivided 1/5th interest in Parcel One, ("Grantor"), owner of the following described land in Sonoma County, California

All that certain property conveyed by Michael J. Alves and Karen D. Alves, Trustees of the Michael J. Alves and Karen D. Alves 2014 Family Trust, dated February 7, 2014; and Michael J. Alves and Karen D. Alves as individuals, to Grantor by deed recorded March 24, 2022, as Document Number(s) 2022021292, Official Records of Sonoma County, California

and subject to the terms of this instrument, does hereby GRANT and CONVEY to the **SONOMA-MARIN AREA RAIL TRANSIT DISTRICT**, a public agency existing under the authority of the laws of the State of California ("**Grantee**"), and its successors and assigns, an exclusive, permanent and perpetual easement for a non-motorized vehicle and pedestrian pathway and all improvements, appurtenances and uses necessary and convenient thereto, including but not limited to, the construction, use, operation, and maintenance of said improvements and appurtenances over, under, in, within, across, along, about and through the property described below ("**Easement**").

Said Easement shall be a floating strip of land, 12 feet in width, located within that certain railroad property located in Sonoma County, California, described as follows:

All that property conveyed by Henry Rice, et al. to Peter Donahue (founder of the San Francisco and North Pacific Railroad Company) by deed recorded March 9, 1871, in Book B, Page 451 of Official Records of Sonoma County, California

Said strip of land shall be along and adjacent to the East boundary of that certain railroad property described above and lengthened or shortened so as to begin on the westerly prolongation of the northerly line of Grantor's property described above and terminate on the westerly prolongation of the southerly line of said Grantor's property. (all "**Easement Area**").

Grantee shall have the right to transfer, assign and/or convey the Easement, including, without limitation, any interest therein and/or in whole or in part, to successors and/or assigns, including, without limitation other governmental agencies. The covenants contained in this writing, including without limitation any restrictions set forth above, shall run with the land.

Grantee shall have the right, at any time, from time to time and without notice, to locate, relocate, construct, reconstruct, operate, maintain, repair, replace, renew, enlarge and/or remove fences belonging to the Grantee within the Easement Area or along the boundary of the Easement Area, including the right to install locks, locking and access system on any gates, gaps or other access points.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on the date set forth below.

GRANTOR:

Karen D. Alves, a single woman, as her sole and separate property, as to an undivided 1/5th interest in Parcel One

By: _____
Karen D. Alves

Date: _____

Attachment #47

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Sonoma-Marín Area Rail Transit District
5401 Old Redwood Highway, Suite 200
Petaluma, California 94954

Attention: Randy Friedland, Real Estate Manager

APN(s): 134-111-068

SMART Milepost(s): 50.69

EXEMPT FROM RECORDING FEES PER GOVERNMENT CODE SECTIONS 6103 AND 27383
EXEMPT FROM DOCUMENTARY TRANSFER TAX PER REV. AND TAX CODE SECTION 11922

GRANT OF PATHWAY EASEMENT

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged by:

Zelko Cecic-Karuzic and Paula Cecic-Karuzic, trustees of the Cecic-Karuzic Family Trust ("Grantor"), owner of the following described land in Sonoma County, California

All that certain property conveyed by Zelko Cecic-Karuzic and Paula Cecic-Karuzic, husband and wife as joint tenants, to Grantor by deed recorded October 5, 2004, as Document Number(s) 2004151882, Official Records of Sonoma County, California

and subject to the terms of this instrument, does hereby GRANT and CONVEY to the **SONOMA-MARIN AREA RAIL TRANSIT DISTRICT**, a public agency existing under the authority of the laws of the State of California ("**Grantee**"), and its successors and assigns, an exclusive, permanent and perpetual easement for a non-motorized vehicle and pedestrian pathway and all improvements, appurtenances and uses necessary and convenient thereto, including but not limited to, the construction, use, operation, and maintenance of said improvements and appurtenances over, under, in, within, across, along, about and through the property described below ("**Easement**").

Said Easement shall be a floating strip of land, 12 feet in width, located within that certain railroad property located in Sonoma County, California, described as follows:

All that property conveyed by Mary E. Brayton to the San Francisco and North Pacific Railroad Company by deed recorded April 7, 1875, in Book 50, Page 70 of Official Records of Sonoma County, California.

Said strip of land shall be along and adjacent to the East boundary of that certain railroad property described above and lengthened or shortened so as to begin on the westerly prolongation of the northerly line of Grantor's property described above and terminate on the westerly prolongation of the southerly line of said Grantor's property. (all "**Easement Area**").

Grantee shall have the right to transfer, assign and/or convey the Easement, including, without limitation, any interest therein and/or in whole or in part, to successors and/or assigns, including, without limitation other governmental agencies. The covenants contained in this writing, including without limitation any restrictions set forth above, shall run with the land.

Grantee shall have the right, at any time, from time to time and without notice, to locate, relocate, construct, reconstruct, operate, maintain, repair, replace, renew, enlarge and/or remove fences belonging to the Grantee within the Easement Area or along the boundary of the Easement Area, including the right to install locks, locking and access system on any gates, gaps or other access points.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on the date set forth below.

GRANTOR:

Zelko Cecic-Karuzic and Paula Cecic-Karuzic, trustees of the Cecic-Karuzic Family Trust

By: _____
Zelko Cecic-Karuzic, Trustee

Date: _____

By: _____
Paula Cecic-Karuzic, Trustee

Date: ____ -

Attachment #48

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Sonoma-Marín Area Rail Transit District
5401 Old Redwood Highway, Suite 200
Petaluma, California 94954

Attention: Randy Friedland, Real Estate Manager

APN(s): 134-171-058

SMART Milepost(s): 49.78-49.91

EXEMPT FROM RECORDING FEES PER GOVERNMENT CODE SECTIONS 6103 AND 27383
EXEMPT FROM DOCUMENTARY TRANSFER TAX PER REV. AND TAX CODE SECTION 11922

GRANT OF PATHWAY EASEMENT

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged by:

Michael M. Ghilotti and Lisa Ghilotti, Trustees of The Michael M. Ghilotti and Lisa Ghilotti 2006 Trust ("Grantor"), owner of the following described land in Sonoma County, California

All that certain property conveyed by Rosemarie K. Paulin, an unmarried woman to Grantor by deed recorded May 3, 2010, as Document Number(s) 2010036527, Official Records of Sonoma County, California

and subject to the terms of this instrument, does hereby GRANT and CONVEY to the **SONOMA-MARIN AREA RAIL TRANSIT DISTRICT**, a public agency existing under the authority of the laws of the State of California ("**Grantee**"), and its successors and assigns, an exclusive, permanent and perpetual easement for a non-motorized vehicle and pedestrian pathway and all improvements, appurtenances and uses necessary and convenient thereto, including but not limited to, the construction, use, operation, and maintenance of said improvements and appurtenances over, under, in, within, across, along, about and through the property described below ("**Easement**").

Said Easement shall be a floating strip of land, 12 feet in width, located within that certain railroad property located in Sonoma County, California, described as follows:

All that property conveyed by Andrew M. Alexander to the San Francisco and North Pacific Railroad Company by deed recorded October 11, 1870, in Book 31, Page 66 of Official Records of Sonoma County, California.

Said strip of land shall be along and adjacent to the East boundary of that certain railroad property described above and lengthened or shortened so as to begin on the westerly prolongation of the northerly line of Grantor's property described above and terminate on the westerly prolongation of the southerly line of said Grantor's property. (all "**Easement Area**").

Grantee shall have the right to transfer, assign and/or convey the Easement, including, without limitation, any interest therein and/or in whole or in part, to successors and/or assigns, including, without limitation other governmental agencies. The covenants contained in this writing, including without limitation any restrictions set forth above, shall run with the land.

Grantee shall have the right, at any time, from time to time and without notice, to locate, relocate, construct, reconstruct, operate, maintain, repair, replace, renew, enlarge and/or remove fences belonging to the Grantee within the Easement Area or along the boundary of the Easement Area, including the right to install locks, locking and access system on any gates, gaps or other access points.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on the date set forth below.

GRANTOR:

Michael M. Ghilotti and Lisa Ghilotti, Trustees of The Michael M. Ghilotti and Lisa Ghilotti 2006 Trust

By: _____
Michael M. Ghilotti, Trustees

Date: _____

By: _____
Lisa Ghilotti, Trustees

Date: _____

Attachment #49

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Sonoma-Marín Area Rail Transit District
5401 Old Redwood Highway, Suite 200
Petaluma, California 94954

Attention: Randy Friedland, Real Estate Manager

APN(s): 137-011-024

SMART Milepost(s): 41.58-41.73

EXEMPT FROM RECORDING FEES PER GOVERNMENT CODE SECTIONS 6103 AND 27383
EXEMPT FROM DOCUMENTARY TRANSFER TAX PER REV. AND TAX CODE SECTION 11922

GRANT OF PATHWAY EASEMENT

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged by: **Laveta M. Christensen, Trustee of the Clarence and Laveta Christensen 2001 Revocable Trust, *Survivor's Trust*, created under Declaration of Trust dated June 26, 2001, an undivided twenty-two percent (22%) interest, and Laveta M. Christensen, Trustee of the Clarence and Laveta Christensen 2001 Revocable Trust, *Bypass Trust*, created under Declaration of Trust dated June 26, 2001, an undivided seventy-eight percent (78%) interest, ("Grantor")**, owner of the following described land in Sonoma County, California

All that certain property conveyed by Laveta M. Christensen, Trustee of the Clarence and Laveta Christensen 2001 Revocable Trust, created under Declaration of Trust dated June 26, 2001, as to a twenty-two percent (22%) undivided interest, and Laveta M. Christensen, Trustee of the Clarence and Laveta Christensen 2001 Revocable Trust, created under Declaration of Trust dated June 26, 2001, as to a seventy-eight percent (78%) undivided interest, to Grantor by deed(s) recorded August 14, 2008 as Document Number(s) 2008074791 & 2008074792, Official Records of Sonoma County, California

and subject to the terms of this instrument, does hereby GRANT and CONVEY to the **SONOMA-MARIN AREA RAIL TRANSIT DISTRICT**, a public agency existing under the authority of the laws of the State of California ("**Grantee**"), and its successors and assigns, an exclusive, permanent and perpetual easement for a non-motorized vehicle and pedestrian pathway and all improvements, appurtenances and uses necessary and convenient thereto, including but not limited to, the construction, use, operation, and maintenance of said improvements and appurtenances over, under, in, within, across, along, about and through the property described below ("**Easement**").

Said Easement shall be a floating strip of land, 12 feet in width, located within that certain railroad property located in Sonoma County, California, described as follows:

All that property described in the Decree of Condemnation in San Francisco and Humboldt Bay Railroad Company v. Alexander Ely, et al. to the San Francisco and Humboldt Railroad Company by Judgment dated May 16, 1870, in Sonoma County Superior Court.

Said strip of land shall be along and adjacent to the East boundary of that certain railroad property described above and lengthened or shortened so as to begin on the westerly prolongation of the northerly line of Grantor's property described above and terminate on the westerly prolongation of the southerly line of said Grantor's property. (all "**Easement Area**").

Grantee shall have the right to transfer, assign and/or convey the Easement, including, without limitation, any interest therein and/or in whole or in part, to successors and/or assigns, including, without limitation other governmental agencies. The covenants contained in this writing, including without limitation any restrictions set forth above, shall run with the land.

Grantee shall have the right, at any time, from time to time and without notice, to locate, relocate, construct, reconstruct, operate, maintain, repair, replace, renew, enlarge and/or remove fences belonging to the Grantee within the Easement Area or along the boundary of the Easement Area, including the right to install locks, locking and access system on any gates, gaps or other access points.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on the date set forth below.

GRANTOR:

Laveta M. Christensen, Trustee of the Clarence and Laveta Christensen 2001 Revocable Trust, *Survivor's Trust*, created under Declaration of Trust dated June 26, 2001, an undivided twenty-two percent (22%) interest, and Laveta M. Christensen, Trustee of the Clarence and Laveta Christensen 2001 Revocable Trust, *Bypass Trust*, created under Declaration of Trust dated June 26, 2001, an undivided seventy-eight percent (78%) interest,

The Clarence and Laveta Christensen 2001 Revocable Trust, Survivor's Trust, U/D/T dated June 26, 2001

The Clarence and Laveta Christensen 2001 Revocable Trust, Bypass Trust, U/D/T dated June 26, 2001

By: _____
Laveta M. Christensen Trustee

Date

Attachment #50

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Sonoma-Marín Area Rail Transit District
5401 Old Redwood Highway, Suite 200
Petaluma, California 94954

Attention: Randy Friedland, Real Estate Manager

APN(s): 137-011-025

SMART Milepost(s): 41.49-41.58

EXEMPT FROM RECORDING FEES PER GOVERNMENT CODE SECTIONS 6103 AND 27383
EXEMPT FROM DOCUMENTARY TRANSFER TAX PER REV. AND TAX CODE SECTION 11922

GRANT OF PATHWAY EASEMENT

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged by:

James F. Burket, a single man ("Grantor"), owner of the following described land in Sonoma County, California

All that certain property conveyed by Stoopid Real Estate Investments, LLC, an Illinois limited liability company to Grantor by deed recorded January 14, 2022, as Document Number(s) 2022003345, Official Records of Sonoma County, California

and subject to the terms of this instrument, does hereby GRANT and CONVEY to the **SONOMA-MARIN AREA RAIL TRANSIT DISTRICT**, a public agency existing under the authority of the laws of the State of California ("**Grantee**"), and its successors and assigns, an exclusive, permanent and perpetual easement for a non-motorized vehicle and pedestrian pathway and all improvements, appurtenances and uses necessary and convenient thereto, including but not limited to, the construction, use, operation, and maintenance of said improvements and appurtenances over, under, in, within, across, along, about and through the property described below ("**Easement**").

Said Easement shall be a floating strip of land, 12 feet in width, located within that certain railroad property located in Sonoma County, California, described as follows:

All that property described in the Decree of Condemnation in San Francisco and Humboldt Bay Railroad Company v. Alexander Ely, et al. to the San Francisco and Humboldt Railroad Company by Judgment dated May 16, 1870, in Sonoma County Superior Court.

Said strip of land shall be along and adjacent to the East boundary of that certain railroad property described above and lengthened or shortened so as to begin on the westerly prolongation of the northerly line of Grantor's property described above and terminate on the westerly prolongation of the southerly line of said Grantor's property. (all "**Easement Area**").

Grantee shall have the right to transfer, assign and/or convey the Easement, including, without limitation, any interest therein and/or in whole or in part, to successors and/or assigns, including, without limitation other governmental agencies. The covenants contained in this writing, including without limitation any restrictions set forth above, shall run with the land.

Grantee shall have the right, at any time, from time to time and without notice, to locate, relocate, construct, reconstruct, operate, maintain, repair, replace, renew, enlarge and/or remove fences belonging to the Grantee within the Easement Area or along the boundary of the Easement Area, including the right to install locks, locking and access system on any gates, gaps or other access points.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on the date set forth below.

GRANTOR:

James F. Burket, a single man

By: _____
James F. Burket

Date: _____

Attachment #51

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Sonoma-Marín Area Rail Transit District
5401 Old Redwood Highway, Suite 200
Petaluma, California 94954

Attention: Randy Friedland, Real Estate Manager

APN(s): 137-130-059

SMART Milepost(s): 40.69-40.74

EXEMPT FROM RECORDING FEES PER GOVERNMENT CODE SECTIONS 6103 AND 27383
EXEMPT FROM DOCUMENTARY TRANSFER TAX PER REV. AND TAX CODE SECTION 11922

GRANT OF PATHWAY EASEMENT

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged by:

McDowell Meadows Homeowners' Association, Inc., a California non-profit mutual benefit corporation ("Grantor"), owner of the following described land in Sonoma County, California

All that certain property conveyed by Leonard Jay Development Enterprises, a general partnership organized under the laws of the State of California to Grantor by deed recorded December 18, 1986, as Document Number(s) 1986105554, Official Records of Sonoma County, California

and subject to the terms of this instrument, does hereby GRANT and CONVEY to the **SONOMA-MARIN AREA RAIL TRANSIT DISTRICT**, a public agency existing under the authority of the laws of the State of California ("**Grantee**"), and its successors and assigns, an exclusive, permanent and perpetual easement for a non-motorized vehicle and pedestrian pathway and all improvements, appurtenances and uses necessary and convenient thereto, including but not limited to, the construction, use, operation, and maintenance of said improvements and appurtenances over, under, in, within, across, along, about and through the property described below ("**Easement**").

Said Easement shall be a floating strip of land, 12 feet in width, located within that certain railroad property located in Sonoma County, California, described as follows:

All that property conveyed by George R. Perkins to the San Francisco and North Pacific Railroad Company by deed recorded December 21, 1872, in Book 46, Page 16 of Official Records of Sonoma County, California.

Said strip of land shall be along and adjacent to the East boundary of that certain railroad property described above and lengthened or shortened so as to begin on the westerly prolongation of the northerly line of Grantor's property described above and terminate on the westerly prolongation of the southerly line of said Grantor's property. (all "Easement Area").

Grantee shall have the right to transfer, assign and/or convey the Easement, including, without limitation, any interest therein and/or in whole or in part, to successors and/or assigns, including, without limitation other governmental agencies. The covenants contained in this writing, including without limitation any restrictions set forth above, shall run with the land.

Grantee shall have the right, at any time, from time to time and without notice, to locate, relocate, construct, reconstruct, operate, maintain, repair, replace, renew, enlarge and/or remove fences belonging to the Grantee within the Easement Area or along the boundary of the Easement Area, including the right to install locks, locking and access system on any gates, gaps or other access points.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on the date set forth below.

GRANTOR:

McDowell Meadows Homeowners' Association, Inc., a California non-profit mutual benefit corporation

By: _____

Date: _____

By: _____

Date: _____

Attachment #52

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Sonoma-Marín Area Rail Transit District
5401 Old Redwood Highway, Suite 200
Petaluma, California 94954

Attention: Randy Friedland, Real Estate Manager

APN(s): 137-510-063

SMART Milepost(s): 40.85-41.06

EXEMPT FROM RECORDING FEES PER GOVERNMENT CODE SECTIONS 6103 AND 27383
EXEMPT FROM DOCUMENTARY TRANSFER TAX PER REV. AND TAX CODE SECTION 11922

GRANT OF PATHWAY EASEMENT

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged by:

Brody Ranch Community Association, a California nonprofit mutual benefit corporation ("Grantor"), owner of the following described land in Sonoma County, California

All that certain property conveyed by Petaluma 199 LP, a Delaware limited partnership, to Grantor by deed recorded November 14, 2019, as Document Number(s) 2019083344, Official Records of Sonoma County, California

and subject to the terms of this instrument, does hereby GRANT and CONVEY to the **SONOMA-MARIN AREA RAIL TRANSIT DISTRICT**, a public agency existing under the authority of the laws of the State of California ("**Grantee**"), and its successors and assigns, an exclusive, permanent and perpetual easement for a non-motorized vehicle and pedestrian pathway and all improvements, appurtenances and uses necessary and convenient thereto, including but not limited to, the construction, use, operation, and maintenance of said improvements and appurtenances over, under, in, within, across, along, about and through the property described below ("**Easement**").

Said Easement shall be a floating strip of land, 12 feet in width, located within that certain railroad property located in Sonoma County, California, described as follows:

All that property conveyed by George R. Perkins to the San Francisco and North Pacific Railroad Company by deed recorded December 21, 1872, in Book 46, Page 16 of Official Records of Sonoma County, California.

Said strip of land shall be along and adjacent to the East boundary of that certain railroad property described above and lengthened or shortened so as to begin on the westerly prolongation of the northerly line of Grantor's property described above and terminate on the westerly prolongation of the southerly line of said Grantor's property. (all "Easement Area").

Grantee shall have the right to transfer, assign and/or convey the Easement, including, without limitation, any interest therein and/or in whole or in part, to successors and/or assigns, including, without limitation other governmental agencies. The covenants contained in this writing, including without limitation any restrictions set forth above, shall run with the land.

Grantee shall have the right, at any time, from time to time and without notice, to locate, relocate, construct, reconstruct, operate, maintain, repair, replace, renew, enlarge and/or remove fences belonging to the Grantee within the Easement Area or along the boundary of the Easement Area, including the right to install locks, locking and access system on any gates, gaps or other access points.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on the date set forth below.

GRANTOR:

Brody Ranch Community Association, a California nonprofit mutual benefit corporation

By: _____

Date: _____

By: _____

Date: _____

Attachment #53

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL
TO:

Sonoma-Marín Area Rail Transit District
5401 Old Redwood Highway, Suite 200
Petaluma, California 94954
Attention: Randy Friedland, Real Estate Manager

APN(s): 059-350-062 and 059-350-063 (¼ interest)
SMART Milepost(s): 60.03

EXEMPT FROM RECORDING FEES PER GOVERNMENT CODE SECTIONS 6103 AND 27383
EXEMPT FROM DOCUMENTARY TRANSFER TAX PER REV. AND TAX CODE SECTION 11922

GRANT OF PATHWAY EASEMENT

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged by: **412 Aviation SR LLC, a California limited liability company, an undivided ¼ interest, ("Grantor")**, owner of the following described land in Sonoma County, California

All that certain property conveyed by Thomas O. McLaughlin, Trustee of The Thomas O. McLaughlin Separate Property Trust under an agreement dated April 13, 2007 and Thomas O. McLaughlin, and Jane R. McLaughlin, Trustees of The McLaughlin revocable Trust, u/a/d December 23, 2014, as amended, as the sole and separate property of Jane Hammersley McLaughlin as Parcel Two to Grantor by deed recorded December 21, 2020 as Document Number 2020122558 and Book 514 of Maps, pages 15-17, Official Records of Sonoma County, California

and subject to the terms of this instrument, does hereby GRANT and CONVEY to the **SONOMA-MARIN AREA RAIL TRANSIT DISTRICT**, a public agency existing under the authority of the laws of the State of California ("**Grantee**"), and its successors and assigns, an exclusive, permanent and perpetual easement for a non-motorized vehicle and pedestrian pathway and all improvements, appurtenances and uses necessary and convenient thereto, including but not limited to, the construction, use, operation, and maintenance of said improvements and appurtenances over, under, in, within, across, along, about and through the property described below ("**Easement**").

Said Easement shall be a floating strip of land, 12 feet in width, located within that certain railroad property located in Sonoma County, California, described as follows:

All that property conveyed by James H. Laughlin to Peter Donahue (founder of the San Francisco and North Pacific Railroad Company) by deed recorded April 1, 1871, in Book 32, Page 579 of Official Records of Sonoma County, California

Said strip of land shall be along and adjacent to the East boundary of that certain railroad property described above and lengthened or shortened so as to begin on the westerly prolongation of the northerly line of Grantor's property described above and terminate on the westerly prolongation of the southerly line of said Grantor's property. (all "**Easement Area**").

Grantee shall have the right to transfer, assign and/or convey the Easement, including, without limitation, any interest therein and/or in whole or in part, to successors and/or assigns, including, without limitation other governmental agencies. The covenants contained in this writing, including without limitation any restrictions set forth above, shall run with the land.

Grantee shall have the right, at any time, from time to time and without notice, to locate, relocate, construct, reconstruct, operate, maintain, repair, replace, renew, enlarge and/or remove fences belonging to the Grantee within the Easement Area or along the boundary of the Easement Area, including the right to install locks, locking and access system on any gates, gaps or other access points. Grantee agrees to indemnify and hold harmless Grantor from any third- party claim arising out of the negligent acts or willful misconduct of Grantee in connection with the use of the Pathway Easement by Grantee for the Pathway; provided, however, that this indemnity will not apply to the extent such claim results from the willful misconduct or negligent acts or omissions of Grantor.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on the date set forth below.

GRANTOR:

412 Aviation SR LLC, a California limited liability company, an undivided ¼ interest

By: _____

Date: _____

Name: _____

Title: _____

Attachment #54

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL
TO:

Sonoma-Marín Area Rail Transit District
5401 Old Redwood Highway, Suite 200
Petaluma, California 94954
Attention: Randy Friedland, Real Estate Manager

APN(s): 059-350-059 and 059-350-063 (¼ interest)
SMART Milepost(s): 60.03

EXEMPT FROM RECORDING FEES PER GOVERNMENT CODE SECTIONS 6103 AND 27383
EXEMPT FROM DOCUMENTARY TRANSFER TAX PER REV. AND TAX CODE SECTION 11922

GRANT OF PATHWAY EASEMENT

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged by: **Robert Hillmann, a married man, as his sole and separate property, an undivided ¼ interest, ("Grantor")**, owner of the following described land in Sonoma County, California

All that certain property conveyed by Airport Business Center, a California Limited Partnership which acquired title as Airport Blvd. Business Park, a California Limited Partnership as Parcel Two to Grantor by deed recorded June 18, 1998, as Document Number (s), 1998 0067482 and Book 514 of Maps, pages 15-17, Official Records of Sonoma County, California

and subject to the terms of this instrument, does hereby GRANT and CONVEY to the **SONOMA-MARIN AREA RAIL TRANSIT DISTRICT**, a public agency existing under the authority of the laws of the State of California ("**Grantee**"), and its successors and assigns, an exclusive, permanent and perpetual easement for a non-motorized vehicle and pedestrian pathway and all improvements, appurtenances and uses necessary and convenient thereto, including but not limited to, the construction, use, operation, and maintenance of said improvements and appurtenances over, under, in, within, across, along, about and through the property described below ("**Easement**").

Said Easement shall be a floating strip of land, 12 feet in width, located within that certain railroad property located in Sonoma County, California, described as follows:

All that property conveyed by James H. Laughlin to Peter Donahue (founder of the San Francisco and North Pacific Railroad Company) by deed recorded April 1, 1871, in Book 32, Page 579 of Official Records of Sonoma County, California

Said strip of land shall be along and adjacent to the East boundary of that certain railroad property described above and lengthened or shortened so as to begin on the westerly prolongation of the northerly line of Grantor's property described above and terminate on the westerly prolongation of the southerly line of said Grantor's property. (all "**Easement Area**").

Grantee shall have the right to transfer, assign and/or convey the Easement, including, without limitation, any interest therein and/or in whole or in part, to successors and/or assigns, including, without limitation other governmental agencies. The covenants contained in this writing, including without limitation any restrictions set forth above, shall run with the land.

Grantee shall have the right, at any time, from time to time and without notice, to locate, relocate, construct, reconstruct, operate, maintain, repair, replace, renew, enlarge and/or remove fences belonging to the Grantee within the Easement Area or along the boundary of the Easement Area, including the right to install locks, locking and access system on any gates, gaps or other access points. Grantee agrees to indemnify and hold harmless Grantor from any third- party claim arising out of the negligent acts or willful misconduct of Grantee in connection with the use of the Pathway Easement by Grantee for the Pathway; provided, however, that this indemnity will not apply to the extent such claim results from the willful misconduct or negligent acts or omissions of Grantor.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on the date set forth below.

GRANTOR:

Robert Hillmann, a married man, as his sole and separate property, an undivided ¼ interest

By: _____ Date: _____

Name: _____

Title: _____

Attachment #55

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL
TO:

Sonoma-Marín Area Rail Transit District
5401 Old Redwood Highway, Suite 200
Petaluma, California 94954
Attention: Randy Friedland, Real Estate Manager

APN(s): 059-350-060 and 059-350-063 (¼ interest)
SMART Milepost(s): 60.03

EXEMPT FROM RECORDING FEES PER GOVERNMENT CODE SECTIONS 6103 AND 27383
EXEMPT FROM DOCUMENTARY TRANSFER TAX PER REV. AND TAX CODE SECTION 11922

GRANT OF PATHWAY EASEMENT

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged by: **Bruce S. Rocco and Sandra G. Rocco, Trustees of the Bruce S. Rocco and Sandra G. Rocco Trust Dated 4/27/80, an undivided ¼ interest, ("Grantor")**, owner of the following described land in Sonoma County, California

All that certain property conveyed by Airport Blvd. Business Park, a California Limited Partnership as Second Parcel to Grantor by deed recorded on July 1, 1997, as Document Number(s), 1997 0055879, and Book 514 of Maps, pages 15-17, Official Record of Sonoma County, California

and subject to the terms of this instrument, does hereby GRANT and CONVEY to the **SONOMA-MARIN AREA RAIL TRANSIT DISTRICT**, a public agency existing under the authority of the laws of the State of California ("**Grantee**"), and its successors and assigns, an exclusive, permanent and perpetual easement for a non-motorized vehicle and pedestrian pathway and all improvements, appurtenances and uses necessary and convenient thereto, including but not limited to, the construction, use, operation, and maintenance of said improvements and appurtenances over, under, in, within, across, along, about and through the property described below ("**Easement**").

Said Easement shall be a floating strip of land, 12 feet in width, located within that certain railroad property located in Sonoma County, California, described as follow:

All that property conveyed by James H. Laughlin to Peter Donahue (founder of the San Francisco and North Pacific Railroad Company) by deed recorded April 1, 1871, in Book 32, Page 579 of Official Records of Sonoma County, California

Said strip of land shall be along and adjacent to the East boundary of that certain railroad property described above and lengthened or shortened so as to begin on the westerly prolongation of the northerly line of Grantor's property described above and terminate on the westerly prolongation of the southerly line of said Grantor's property. (all "**Easement Area**").

Grantee shall have the right to transfer, assign and/or convey the Easement, including, without limitation, any interest therein and/or in whole or in part, to successors and/or assigns, including, without limitation other governmental agencies. The covenants contained in this writing, including without limitation any restrictions set forth above, shall run with the land.

Grantee shall have the right, at any time, from time to time and without notice, to locate, relocate, construct, reconstruct, operate, maintain, repair, replace, renew, enlarge and/or remove fences belonging to the Grantee within the Easement Area or along the boundary of the Easement Area, including the right to install locks, locking and access system on any gates, gaps or other access points. Grantee agrees to indemnify and hold harmless Grantor from any third- party claim arising out of the negligent acts or willful misconduct of Grantee in connection with the use of the Pathway Easement by Grantee for the Pathway; provided, however, that this indemnity will not apply to the extent such claim results from the willful misconduct or negligent acts or omissions of Grantor.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on the date set forth below.

GRANTOR:

Bruce S. Rocco and Sandra G. Rocco, Trustees of the Bruce S. Rocco and Sandra G. Rocco Trust
Dated 4/27/80, an undivided 1/4 interest

By: _____

Date: _____

Name: _____

Title: _____

By: _____

Date: _____

Name: _____

Title: _____

Attachment #56

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Sonoma-Marín Area Rail Transit District
5401 Old Redwood Highway, Suite 200
Petaluma, California 94954

Attention: Randy Friedland, Real Estate Manager

APN(s): 047-214-028

SMART Milepost(s): 42.25-42.67

EXEMPT FROM RECORDING FEES PER GOVERNMENT CODE SECTIONS 6103 AND 27383
EXEMPT FROM DOCUMENTARY TRANSFER TAX PER REV. AND TAX CODE SECTION 11922

GRANT OF PATHWAY EASEMENT

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged by:

Dennis Muelrath, as his sole and separate property ("Grantor"), owner of the following described land in Sonoma County, California

All that certain property conveyed by Dennis W. Muelrath and Patricia A. Muelrath, husband and wife as joint tenants, and Patricia A. Muelrath to Grantor by deed(s) recorded January 30, 1997, and August 1, 2013, as Document Number(s), 19970008566 & 2013078658, Official Records of Sonoma County, California

and subject to the terms of this instrument, does hereby GRANT and CONVEY to the **SONOMA-MARIN AREA RAIL TRANSIT DISTRICT**, a public agency existing under the authority of the laws of the State of California ("**Grantee**"), and its successors and assigns, an exclusive, permanent and perpetual easement for a non-motorized vehicle and pedestrian pathway and all improvements, appurtenances and uses necessary and convenient thereto, including but not limited to, the construction, use, operation, and maintenance of said improvements and appurtenances over, under, in, within, across, along, about and through the property described below ("**Easement**").

Said Easement shall be a floating strip of land, 12 feet in width, located within that certain railroad property located in Sonoma County, California, described as follows:

All that property conveyed by John Dunn to the San Francisco and North Pacific Railroad Company by deed recorded September 19, 1870, at Deed Book 30, Page 517, Official Records of Sonoma County, California

Said strip of land shall be along and adjacent to the East boundary of that certain railroad property described above and lengthened or shortened so as to begin on the westerly prolongation of the northerly line of Grantor's property described above and terminate on the westerly prolongation of the southerly line of said Grantor's property. (all "**Easement Area**").

Grantee shall have the right to transfer, assign and/or convey the Easement, including, without limitation, any interest therein and/or in whole or in part, to successors and/or assigns, including, without limitation other governmental agencies. The covenants contained in this writing, including without limitation any restrictions set forth above, shall run with the land.

Grantee shall have the right, at any time, from time to time and without notice, to locate, relocate, construct, reconstruct, operate, maintain, repair, replace, renew, enlarge and/or remove fences belonging to the Grantee within the Easement Area or along the boundary of the Easement Area, including the right to install locks, locking and access system on any gates, gaps or other access points.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on the date set forth below.

GRANTOR:

Dennis Muelrath, as his sole and separate property

By: _____
Dennis Muelrath

Date: _____