



**BOARD OF DIRECTORS
MEETING AGENDA
February 2, 2022 – 1:30 PM**

In accordance with AB 361, Sonoma-Marin Area Rail Transit District Resolution No. 2021-24, Governor Newsom's March 4, 2020, State of Emergency due to the COVID-19 pandemic and Marin and Sonoma Counties Health Officials recommendations to continue measures that promote social distancing the SMART Board of Directors Meeting will continue to be held virtually through Zoom.

MEMBERS OF THE PUBLIC MAY NOT ATTEND THIS MEETING IN PERSON

ZOOM TELECONFERENCE INSTRUCTIONS

PUBLIC COMMENT PRIOR TO MEETING:

If you wish to make a comment you are strongly encouraged to please submit your comment by 5:00 p.m. on Tuesday, February 1, 2022 at <https://www.surveymonkey.com/r/SMARTBoardComments>

PUBLIC COMMENT 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.

1. Call to Order
2. Approval of the January 19, 2022 Board Meeting Minutes
3. Board Member Announcements
4. General Manager's Report
5. Public Comment on Non-Agenda Items

Consent Calendar

- 6a. Consider and Approve a Resolution to continue virtual Tele/Video Conference Meetings during the COVID-19 State of Emergency
- 6b. Approval of Monthly Financial Reports

Regular Calendar

- 7. Approve a Resolution Authorizing the General Manager to Award Contract No. CV-PS-21-003 with BKF Engineers for the Marin – Sonoma Non-Motorized Pathway Project for a total contract amount of \$2,555,592 - *Presented by Bill Gamlen*
- 8. Accept Annual Report for Fiscal Years 2020 and 2021 - *Presented by Heather McKillop*
- 9. Next Regular Meeting of the Board of Directors, February 16, 2022 – 1:30 PM
- 10. Adjournment

DISABLED ACCOMODATIONS:

Upon request, SMART will provide for written agenda materials in appropriate alternative formats, or disability-related modification or accommodation, to enable individuals with disabilities to participate in and provide comments at/related to public meetings. Please submit a request, including your name, phone number and/or email address, and a description of the modification, accommodation, service or alternative format requested at least two (2) days before the meeting. Requests should be emailed to Leticia Rosas-Mendoza, Clerk of the Board at lrosas@sonomamarintrain.org or submitted by phone at (707) 794-3072. Requests made by mail SMART's, 5401 Old Redwood Highway, Suite 200, Petaluma, CA 94954 must be received at least two days before the meeting. Requests will be granted whenever possible and resolved in favor of accessibility.



**BOARD OF DIRECTORS
REGULAR MEETING MINUTES
January 19, 2022 - 1:30 PM**

In accordance with AB 361, Sonoma-Marín Area Rail Transit District Resolution No. 2021-24, Governor Newsom's March 4, 2020, State of Emergency due to the COVID-19 pandemic, and Marin and Sonoma Counties Health Officials recommendations to continue measures that promote social distancing, the SMART Board of Directors Meeting will continue to be held virtually through Zoom.

MEMBERS OF THE PUBLIC MAY NOT ATTEND THIS MEETING IN PERSON

1. Call to Order

Vice Chair Pahre called the meeting to order at 1:33pm. Directors Arnold, Bagby, Colin, Connolly, Fudge, Hillmer and Lucan were present; Directors Garbarino and Rogers absent; Directors Gorin and Rabbitt joined later.

2. Approval of the January 5, 2022, Board Meeting Minutes

MOTION: Director Bagby moved approval of January 5, 2022, Board Meeting Minutes as presented. Director Lucan second. The motion carried 8-0 (Directors Garbarino and Rogers absent; Directors Gorin and Rabbitt joined later).

3. Board Members Announcements

None

4. General Manager's Report

General Manager Cumins said that Caltrans District 4 is including "SMART to Windsor Extension for consideration as Caltrans' official submittal for the Solutions for Congested Corridors program and Trade Corridor Enhancement Program (TCEP) funding that we will be nominating at Caltrans Headquarters. If the project is selected by Caltrans, the application will then go to the California Transportation Commission. We anticipate the funds will be awarded in late 2022.

Comments

Director Fudge thanked General Manager Cumins for a great report.

Director Bagby asked when the decision with the funding allocation will be made, Will SMART's current litigation impact Caltrans decision?. General Manager Cumins responded that the funding will become available in December 2022 if the project is successful.

Director Arnold asked how close is SMART in getting the funding for the Windsor Extension. General Manager Cumins responded that this application is the first step of many to follow and the request is for the remaining balance for the project.

Dani Sheehan said that SMART has done an excellent job of leveraging funds. She asked if General Manager Cumins will be providing a ridership report. General Manager Cumins responded that he will provide an update at the next board meeting. She said that the Friends of SMART did a newsfeed on their website welcoming SMART's General Manager Cumins.

Steve Birdlebough stated that he participated in a webinar regarding trains, and busses. The US Transit networks wrote an article about Utah Transit Authority.

5. Public Comment on Non-Agenda Items

Matthew Hartzell requested that the General Manager, Chief Engineer, and Chief Financial Officer permanently add a comprehensive update of the Pathway to all future Board meetings.

6. Consent

a. Accept Monthly Ridership Report – December 2021

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

MOTION: Director Arnold moved approval of the Consent Agenda as presented. Director Fudge second. The motion carried 8-0 (Directors Garbarino and Rogers absent; Directors Gorin and Rabbitt joined later).

7. Authorize the General Manager to Award Contract No. FR-PS-21-002 to Summit Signal, Inc. to perform interim freight rail operations and maintenance services with a not-to-exceed amount of \$344,680 for an interim period of three months with a month-to-month option to extend until SMART takes over these services in-house – *Presented by Ken Hendricks*

Procurement Manager, Ken Hendricks, stated that the item before the Board today needs to be revised from the staff report for today's purpose of discussion and approval should be in amount not-to-exceed of \$395,635. The change is due to the contractors specialty rail liability insurance pricing requirements.

On June 11, 2021, the Surface Transportation Board approved NWPCo's petition to discontinue service and authorize SMART to assume freight operations and common carrier over the rail line. SMART had a mutual understanding that NWPCo would continue to provide service under the existing lease agreement until SMART replaced their operation by either self-performing the operation or contracting with a third-party operator to fulfill the service.

In anticipation of needing a third-party operator to perform all the freight rail operations and maintenance services, SMART determined the need to obtain an understanding of the potential

interest in the marketplace and what additional information would be required from SMART for potential third-party operators to be able to submit a competitive proposal.

On August 4, 2021, SMART issued the Request for Information (“RFI”) for Freight Rail Operator Services and widely advertised it by posting the opportunity with various agencies and vendors. SMART received a total nine (9) declared interest in providing SMART’s freight rail operations and maintenance services. The information and feedback provided to SMART whether to perform these services in-house or by a third-party contractor.

On November 17, 2021, the Board received a freight activity update and was presented with three options for SMART to provide freight services to its customers. The Board provided direction to SMART staff to concentrate on running freight service in-house.

In December of 2021, NWPCo and SMART negotiated a final transfer date of the freight operations and maintenance services. SMART agreed to take over the freight and maintenance operations effective March 1, 2022. Given the anticipated time to hire the necessary staff and ramp up in-house operations, SMART determined the need to hire a third-party interim freight rail operations and maintenance service to its customers for three months.

On December 10, 2021, SMART issued a Request for Proposal for the interim freight rail operations and maintenance services. SMART advertised the Request for Proposal to all interested parties who responded to SMART’s Request for Information and other parties who reached out to SMART showing interest. SMART received a total of four (4) proposals from the following Proposers:

1. Golden Gate Railroad Museum
2. Railmark Holdings (Yreka Railroad)
3. Sierra Northern Railroad
4. Summit Signal, Inc.

A Selection Committee was formed to evaluate the four proposals submitted. The Selection committee reviewed each proposal using the evaluation criteria identified in the Request for Proposal. Following the review, the Selection Committee shortlisted three firms to move on to the final stage involving further review and interviews with each firm. The three shortlisted firms were Railmark Holdings Incorporated, Sierra Northern Railroad, and Summit Signal, Inc. Based on the review of the proposals and interviews conducted, the Selection Committee is recommending Summit Signal, Inc. for the interim freight rail operations and maintenance services contract whose proposal provides the overall best benefit to SMART.

Summit Signal, Inc meets all the minimum requirements identified in the RFP including being registered with the Department of Industrial Relations for the reporting and payment of our prevailing wages for all covered work. It is properly licensed with the California Contractor State Licensed Board to perform maintenance and repair of signals bridges and track on our publicly own property.

Staff recommends the action before the Board is to authorize the General Manager to Award Contract No. FR-PS-21-002 to Summit Signal, Inc. to provide interim freight rail operations and maintenance services with the revised amount not-to-exceed \$395,635 and this includes the

initial three month term and provides an additional amount for one additional month to the option to that SMART's discretion.

Comments

David Schonbrunn stated that he submitted a Public Records Act request today because of the problematic public information. He said that standard operating procedures is to receive competitive bids in the Board packets. He states that information has not been made transparent and was withheld from the Board. He suggested that changes are made to the public information policy and information be uploaded to SMART's website. He asked why NWPCo was not allowed to operate until March 2022.

Vice Chair Pahre stated that public comments can be submitted in writing. She said that Mr. Schonbrunn submitted to the Board members comments prior to start of the meeting.

Director Fudge stated that she does not receive the entire bids on other Board she serves.

Director Bagby stated that she does not receive the entire bids on other regional board she serves on. She asked for clarification of the selection committee and the process. Mr. Hendricks responded that there are several elements that go into the evaluation of the firm and their proposal, and it is not strictly based on costs like standard construction low bids. The evaluation criteria for this request for proposal was qualifications and experience of the firm, to make sure that service will be conducted in the manner that is desired. Staffing plans cost is an element that was factored in, as well as kind of any other factors that are deemed necessary by the team. A selection committee is typically utilizing mostly internal staff, and external in areas of expertise in this category.

MOTION: Director Arnold moved to Authorize the General Manager to Award Contract No. FR-PS-21-002 to Summit Signal, Inc. to perform interim freight rail operations and maintenance services with a not-to-exceed amount of \$395,635 for an interim period of three months with a month-to-month option to extend until SMART takes over these services in-house as presented. Director Bagby second. The motion carried 7-0 (Directors Garbarino and Rogers absent; Directors Gorin, Hillmer and Rabbitt joined later).

8. Planning for the Future (Discussion/Information Only) - *Presented by Eddy Cumins*

General Manager Cumins thanked staff for their hard work in conducting the Strengths, Weaknesses, Opportunities, and Threats (SWOT) analysis. He provided Planning for the Future PowerPoint Presentation. Highlights include:

- Planning Model
 - SWOT Analysis description
 - Mission/Vision
 - Objectives
 - Goals
 - Strategy Development
 - Strategy Deployment
 - Monitor Performance
 - Results

- SWOT Analysis
 - Strengths
 - Weaknesses
 - Opportunities
 - Threats

Comments:

Director Colin asked if the Opportunities will be prioritized and weighted at some point. General Manager Cumins responded that later in the process they will be discussed how the framework is established. Director Colin said earlier in the meeting that SMART is in a new chapter with new opportunities and federal support funds being available. She said that public perception/local support has changed, and we need to keep an eye on the ball about how people have changed the way they voted before, how it is captured will impact the narrative in the trust in the marketing materials.

- Alignment Pyramid
 - Vision
 - Mission
 - Objectives
 - Goals
 - Strategy
- Vision Statement
 - Guiding star of the strategy
 - Statement should be memorable, engaging, informative, and inspiring
 - Best practice guidelines – Keep it simple, avoid metrics, be specific and relevant to your market and inspiring
- Mission Statement
 - Why the organization exists
 - States the organization's inspirational purpose
 - Defines what is important to the organization
 - Guides the organization's decisions and activities
 - Whom does the organization serve?
 - What does the organization do?
 - Why does the organization do it?
- Strategic Objectives
- FAQ's – 10 most common questions
- Prioritized Strategic Objectives
 - Customer/Public Expectations
 - Equity
 - Environment
 - Quality
 - Financial Responsibility
 - Safety
- Questions

Comments:

Director Lucan thanked General Manager Cumins for the presentations and added that in a very short period he has a solid grasp on the organization. He has done a phenomenal job narrowing down in a concise summary (what did he narrow down with the assessment. Director Lucan also agrees with the identified top four topics which include ridership, rail expansion, pathway, and freight. These can be SMART's big bucket objectives. He suggested presenting some draft options that the Board can make comments. The mission statement can be guided by SMART's enabling legislation.

Director Arnold said she agrees with the SWOT approach. It covers everything that the public has been saying. She thinks that the Vision and Mission statements should come from the Board at least in the beginning and suggested having a small group and she will be happy to participate.

Director Connolly stated he appreciates the high level work and agrees with the overall four areas. The focus is going to be how to bring riders back to SMART. We need to know about the population who is no longer riding SMART and what can be done to bring them back. The main thing is that ridership needs to increase, and we need to continue to assess freight service from an economical and operational standpoint. There is interesting news from the State regarding potential opportunities going East. We need to continue facilitating the multi-use pathway.

Director Bagby stated that the observation is spot on, and it is helpful to see them being presented by the new General Manager Cumins with a fresh look. The first and last mile is often a term that is handy, and often not, because it does not talk about the significance of SMART being an essential part of an entire system. She said that members of city staff, county staff and other elected officials need to be brought on board to see the regional transportation system to help SMART be successful. Ridership needs to increase, and the long term success is dependent on Sonoma and Marin residents and elected officials seeing SMART as a key transportation system. The message of importance of SMART within the entire transportation system that is going to get the support of elected officials and influence the land use priorities.

Director Hillmer thanked General Manager Cumins for the presentation. He said the slide with the objectives may need to be prioritized. Based on the discussion today, ridership seems to be the most popular, followed by extensions, pathway, and freight.

Director Colin stated that it is a great presentation, and she is excited to be having this discussion. She appreciates the embedding of data and key performance indicators. We need to highlight SMART as a greater system. Currently, we don't know if the pandemic and safety protocols are affecting ridership. She asked for clarification of the name of this process. General Manager Cumins responded that he named this process "Planning for the Future" and he is open for suggestions on a name change. Director Colin suggested engaging with the Community and elected officials. She is excited about the conversations that will continue.

Director Gorin joined at 2:33pm

Chair Rabbitt joined at 2:34pm

Director Fudge thanked General Manager Cumins for the presentation. She said that in the General Manager interview process, he stated that he listened to all the Listening Sessions which

impressed her. In terms of Vision, she agrees that is something the Board needs to create in a small group and present to the Board for input. The history of our system is 20 years old. It makes her think how SMART can be more flexible within special events, number of engineers and conductors, constrained hours the engineers and conductors can work and has been a difficult problem to solve. If we can make the system, more exciting and reach these people who have not been able to reach, it could help with ridership. When she listens to other staff and elected officials that are not on SMART board, SMART is ancillary to them, and they don't understand that their agency planning and transit really impacts SMART or benefits SMART and vice versa. The first and last mile needs to be much easier for people to get on the train to get to and from their destination. SMART has been working with the bicycle coalition community to get on the same page and we need to continue to relay the new direction we are taking, and the extra work being performed.

Vice Chair Pahre thanked General Manager Cumins for the presentation, and she thinks that this approach can be pulled off. She agrees with the four areas that need to be tackled. The following list of words can help develop the objectives and mission statement: integrated, community supported, safe, responsive, fully integrated, first class, seamless, easy to navigate, equitable, supportive, and environmentally responsible.

Director Connolly stated that serving the public is part of a larger system. There is a movement called Seamless Mobility, which is taking root among all the transit systems in the Bay Area and there was State legislation proposed for that and that effort will continue.

Director Gorin said that she and Chair Rabbitt just finished attending a Sonoma County Board of Supervisors Special Meeting regarding the latest controversial health order for COVID-19, she looks forward to listening to the discussion and reviewing the presentation.

Chair Rabbitt appreciates the General Manager and staff for working on this item and the frequently asked questions, because he thinks we all get those questions asked at some point.

The seamless approach, which is happening, and needs to be there as it rolls out. The opportunity for additional ridership is not based upon one organization having a new marketing campaign, it is about that integration of the entire system. The train is a great way to go, it is comfortable, and we can continue to integrate that into that seamless experience to get from point A to point B. Equity is important as well, in terms of the overall convenience of the system again to attract ridership going forward. He is grateful to General Manager Cumins for starting this conversation, and he thinks it is important that the organization, the staff, board, and community play an important role to reflect that.

General Manager Cumins said he heard several board members say that the board should establish the vision and the mission, others thought that maybe staff should do that. He asked for clarification and who would like to volunteer and if a professional facilitator is needed.

Director Bagby nominated Vice Chair Pahre since she has the skills to facilitate. Director Arnold agrees.

Director Arnold suggested that we should start at the Board level with a small committee. She is happy to volunteer and be on the committee.

Director Lucan thinks it can be done as a good collaboration with staff and a smaller committee to then present something back to the full board to review. A facilitator is not needed with a small group unless it is the full Board. He is happy to volunteer to be on the committee. He suggested that the Chair and the Vice Chair ask some members to serve on the committee.

Vice Chair Pahre stated that they will make sure that the committee is balanced, because we all come to it with different ideas and have different input. She asked Chair Rabbitt if he agreed. Chair Rabbitt responded that they certainly can.

Public Comments

Richard Brand thanked General Manager Cumins for his excellent work in just a couple of months. He said that SMART needs to be able to receive input from citizens/voters and he can't overstate the importance of outreach. The Citizens Oversight Committee have not met in a year and a half, and they can help interface with the public if their roles and function are restructured.

Warren Wells stated that he is happy to see the presentation. While trains run today between Santa Rosa and Larkspur, the bicyclist and pedestrians do experience dangerous street crossings and highways. He said that the Agency needs to regain some level of trust among members of the public including users of the pathway. He applauded the decision to allocate funding toward design and permitting the unbuilt pathway segments during last year's capital improvement planning. He said that to bring supporters to the ballot box they need to see concrete on the ground prior to the sales tax authorization.

Dani Sheehan stated she was excited for the presentation. She has heard from the public that SMART broke a promise when we brought this to the voters in 2008 and they don't understand the challenges and success. There are opportunities to partner and create tours to educate the public. She looks forward to the future.

Thomas Ells stated that the presentation and discussion has been the finest effort he has heard from the Board and staff. He said that General Manager Cumins' effort in the SWOT Analysis was exceptional. He agrees with Director Colins comments regarding voters perception of how they voted and how they will vote now. There is a tool called the House of Quality which is used in planning. This tool can be used to resolve the four objectives. This was the finest hour of SMART and hope to be able to continue to participate

Rick Luttmann stated it was a great presentation. He said that SMART is not going to get a tax extension passed with just the votes of people who ride the train, walk or bike on the multi-use path. There are lots of reasons why people who live in North Bay and who don't necessarily directly use it or benefit from SMART. He suggested brainstorming some demographics of who may not use the train or the path but benefit from it in ways that they might not realize. This effort would go a long way toward ensuring that the sales tax extension passes in the next round.

Steve Birdlebough stated that he is impressed with the presentation and discussion. He would like to emphasize that we need to look at ridership not only now, but also in the future. One of the things that was powerful in getting SMART to the ballot and through successfully was the idea that it would stimulate compact development in a way that other methods of transportation cannot do. We need to look at ridership of what is going to happen 10 years from now.

Rick Coates said he identifies with Directors Bagby and Connolly comments. There's a great reservoir of untapped ridership among tourists not only in the Bay Area but if SMART can get connected from Novato to Fairfield it would open a reservoir of tourism. Part of the key is connectivity, coordination, and convenience. He suggested coordinating times for all shuttles and bus systems. He is happy to hear that all the comments zone into what matters and added this was one of the best board meetings he has attended.

Duane Bellinger stated that BART concluded in the 1990s that the way to maximize their ridership was to build pedestrian oriented communities at their stations. The North Bay has spent millions of dollars building park and ride lots, which largely sit vacant to this day. He suggested conducting a survey with the park and ride people to ask them what it takes to bring them back. He said that East Petaluma voted originally 76% in favor of funding this organization, but in the last election they voted 48% in favor, which lost 1/3 of the support. He suggested that staff look at the failure to perform on the Corona Station.

Jack Swearingen stated that he is thrilled and energized by what he has heard. He said that the Friends of SMART are eager to help achieve creating the vision. He suggested including the public in creating the vision. He said that the Director of Seamless Bay Area will be happy to meet with SMART.

Matthew Hartzell said he is excited by what he heard today. He asked if the presentation will be available to the public.

David Schonbrunn stated he was inspired to speak by Director Bagby's comments, in recognizing the need for a system that works for everyone. He said that the General Plans as of right now call for sprawl that will result in unbearable congestion. He urged the Board as in your other roles to bring SMART into the center of having a Regional Transportation System.

Lastly, Vice Chair Pahre said that the reason that people are feeling like we had such a good discussion today is because the board and staff did, and secondly, she thinks the perception by members of public is that SMART does not know our weaknesses and problems. Now there is an acknowledgement that it is out in the public and the Board and staff understand. The board and staff can't do everything at once and when the public hears us, they expect immediate response to fix the problem. There is a whole segment of people that may love us, but if they don't get what they think we ought to be doing right, then that love kind of dissipates a little bit.

General Manager Cumins stated that he appreciates the robust discussion and has seven pages of notes. and that's something we can use as we move forward in developing our plan and providing additional guidance. The presentation has been uploaded to the website.

Vice Chair Pahre adjourned the Board to Closed Session at 3:15pm on the following:

9. Closed Session - Conference with Legal Counsel regarding existing litigation pursuant to California Government Code Section 54956.9(a); Filemon Hernandez, et al. V. Sonoma-Marin Area Rail Transit District (SMART) – United States District Court for the Northern District of California – CIV No. 4:21-CV-01782

10. Report out Closed Session

Clerk of the Board, Ms. Rosas-Mendoza reported out of Closed Session at 3:51pm on the following:

Conference with Legal Counsel regarding existing litigation pursuant to California Government Code Section 54956.9(a); Filemon Hernandez, et al. V. Sonoma-Marín Area Rail Transit District (SMART) – United States District Court for the Northern District of California – CIV No. 4:21-CV-01782

Report Out: No action taken; nothing to report.

11. Next Regular Meeting of the Board of Directors, February 2, 2022 – 1:30 PM

12. Adjournment - Meeting adjourned at 3:53PM

Respectfully submitted,
Leticia Rosas-Mendoza
Clerk of the Board

Approved on: _____

Resolution No. 2022-01.02 (FEB)
Sonoma-Marín Area Rail Transit District
February 2, 2022

RESOLUTION OF THE BOARD OF DIRECTORS OF THE SONOMA-MARIN AREA RAIL TRANSIT DISTRICT, STATE OF CALIFORNIA, AND RELATED FINDINGS REGARDING VIRTUAL-CONFERENCE MEETINGS DURING THE COVID-19 STATE OF EMERGENCY

WHEREAS, on March 4, 2020, Governor Newsom proclaimed pursuant to his authority under the California Emergency Services Act, California Government Code Section 8625, that a state of emergency exists with regards to a novel coronavirus (a disease now known as COVID-19); and

WHEREAS, on June 4, 2021, in lifting many restrictions that the State previously imposed due to COVID-19, the Governor indicated that those changes did not end the ongoing, proclaimed state of emergency; and

WHEREAS, as of the date of this Resolution, neither the Governor nor the Legislature have exercised their respective powers pursuant to California Government Code Section 8629 to lift the state of emergency either by proclamation or by concurrent resolution in the state Legislature; and

WHEREAS, Marin and Sonoma Health Officials continue to recommend that we continue to emphasize social distancing in order to minimize the potential spread of COVID-19 during indoor, public meetings;

WHEREAS, in light of this recommendation, the Board of Directors of SMART desires to continue to have the flexibility, for itself to meet virtually via tele/video conference.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Board of Directors of SMART has resolved to continue with virtual meetings, and has reconsider the circumstances of the emergency and determine that the state of emergency continues to directly impact the ability of the members to meet safely in person;
2. There is an ongoing proclaimed state of emergency relating to the novel coronavirus causing the disease known as COVID-19.
3. State and Local officials continue to recommend measures to promote social distancing, and as a result of that emergency, meeting in person would present imminent risks to the health or safety of attendees of in-person meetings and of this legislative body within the meaning of California Government Code Section 54953(e)(1).

Resolution No. 2022-01.02 (FEB)
Sonoma-Marín Area Rail Transit District
February 2, 2022

PASSED AND ADOPTED at a regular meeting of the Board of Directors of the Sonoma-Marín Area Rail Transit District held on the 2nd day of February 2022, by the following vote:

DIRECTORS:

AYES:

NOES:

ABSENT:

ABSTAIN:

David Rabbitt, Chair, Board of Directors
Sonoma-Marín Area Rail Transit District

ATTEST:

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



February 2, 2022

David Rabbitt, Chair
Sonoma County Board of Supervisors

Barbara Pahre, Vice Chair
Golden Gate Bridge,
Highway/Transportation District

Judy Arnold
Marin County Board of Supervisors

Melanie Bagby
Sonoma County Mayors' and
Councilmembers Association

Kate Colin
Transportation Authority of Marin

Damon Connolly
Marin County Board of Supervisors

Debora Fudge
Sonoma County Mayors' and
Councilmembers Association

Patty Garbarino
Golden Gate Bridge,
Highway/Transportation District

Susan Gorin
Sonoma County Board of Supervisors

Dan Hillmer
Marin County Council of Mayors and
Councilmembers

Eric Lucan
Transportation Authority of Marin

Chris Rogers
Sonoma County Mayors' and
Councilmembers Association

Eddy Cumins
General Manager

5401 Old Redwood Highway
Suite 200
Petaluma, CA 94954
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www.sonomamarintrain.org

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

SUBJECT: Monthly Financial Status

Dear Board Members:

RECOMMENDATION: Accept Monthly Financial Report

SUMMARY:

Revenues are reflected in the first section of the Monthly Financial Status report. We have provided a chart that lists the revenues forecasted in the FY 2021/22 adopted budget and the amounts collected to date. In addition, we have specifically broken out sales tax and fare revenues to show current and comparative information over the last three years. Both sales tax and fare revenues appear to be trending above projections and will be reviewed as part of the amended budget process.

Expenditures are reflected in the second part of the Monthly Financial Status report. We have added expenditure gauges so with a glance the reader can see what percentage has been spent in administration, operations, capital, and freight. We have also provided the detail information on approved budget, actual expenditures, and remaining budget. Please keep in mind that expenditures don't always occur on a straight-line basis, many large expenditures such as debt service only occur on specific intervals. In addition, we are including more extensive information on our capital program.

We have also included information regarding SMART's investment policy, where our funds are being held, and how much is currently being held. In addition, we have shown the current obligations, reserves, and fund balance requirements for FY 2021-22.

Very truly yours,

/s/
Heather McKillop
Chief Financial Officer

Attachment(s): 1) Monthly Financial Status Report
2) Contract Summary Report



MONTHLY FINANCIAL STATUS DECEMBER 2021

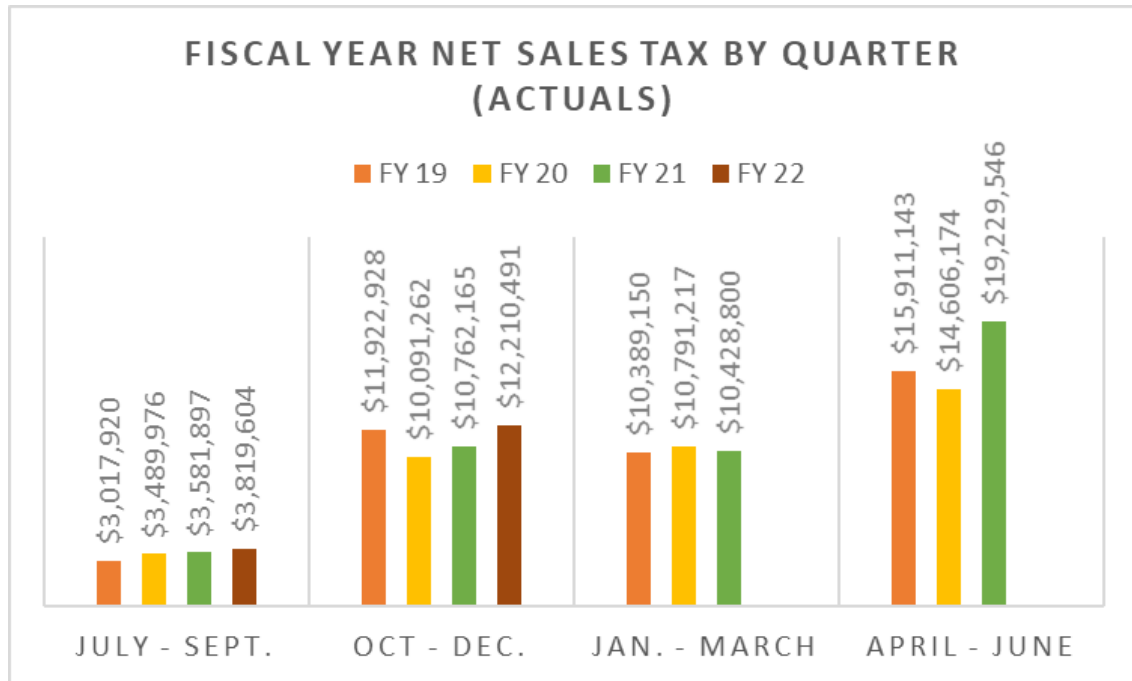
REVENUES

	FY 2021-22 Approved Budget	Actual	Amount Over/ Under Budget	Comments
Revenues				
Transit/Pathway				
Sales/Use Taxes	\$ 42,074,000	\$ 16,030,095	\$ (26,043,905)	Sales Taxes are recorded when received not when earned
Interest and Lease Earnings	\$ 732,665	\$ 309,591	\$ (423,074)	Leases renew throughout the year
Miscellaneous Revenues	\$ 30,000	\$ 962	\$ (29,038)	
Fare Revenue	\$ 811,050	\$ 614,112	\$ (196,938)	
Parking Revenue	\$ 27,000	\$ 7,486	\$ (19,514)	
State Grants	\$ 8,630,684	\$ 1,816,134	\$ (6,814,550)	State grants are received throughout the year
Charges For Services	\$ 57,500	\$ 85,213	\$ 27,713	Includes dispatching and flagging services which are performed throughout the year
Federal Funds (Non-COVID Relief)	\$ 4,271,640	\$ 5,151,869	\$ 880,229	Federal funds are received on a reimbursable basis. Funds have to be expended before they can be requested.
Federal Funds (COVID Relief)	\$ 427,907	\$ -	\$ (427,907)	American Rescue Plan (ARP) Funds
Other Governments/ Misc.	\$ 158,998	\$ 148,899	\$ (10,099)	
Transit/Pathway Subtotal	\$ 57,221,444	\$ 24,164,361	\$ (33,057,083)	
Freight				
Interest and Lease Earnings	\$ -	\$ 27,403	\$ 27,403	Lease income from freight right-of-way
State Grants	\$ 5,803,473	\$ 2,020,478	\$ (3,782,995)	
Freight Subtotal	\$ 5,803,473	\$ 2,047,881	\$ (3,755,592)	
Total Revenues	\$ 63,024,917	\$ 26,212,242	\$ (36,812,676)	

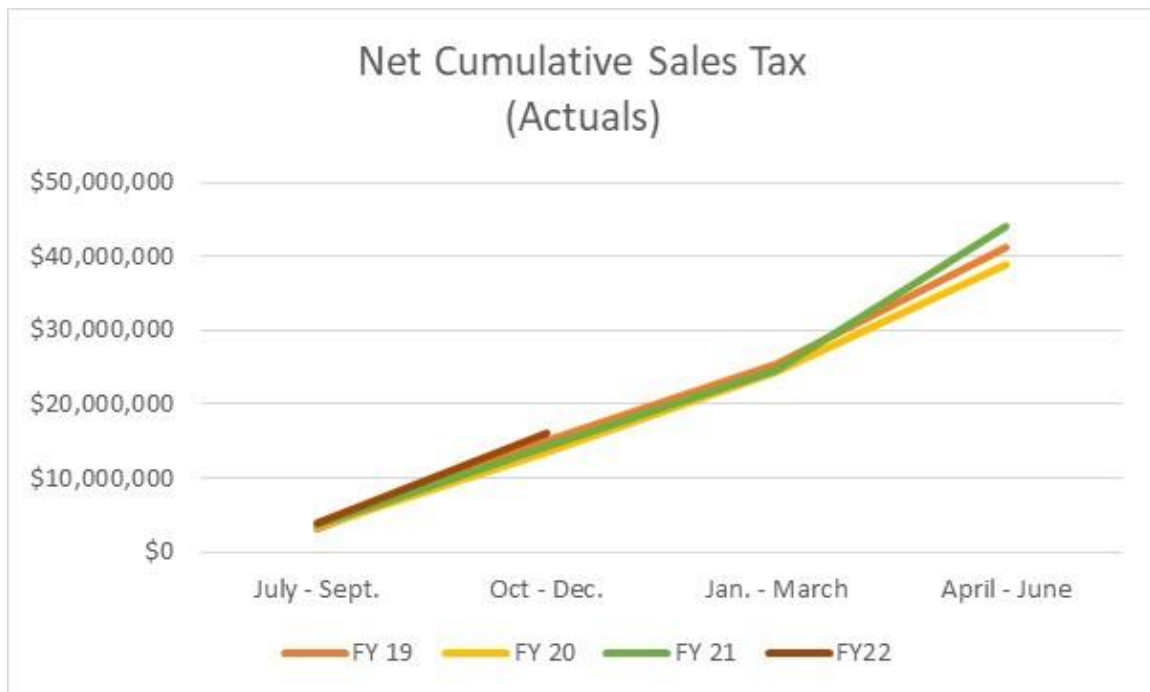
**Measure Q Sales Tax
Fiscal Year (FY) 2021/2022**

Time Period	July - Sept.	Oct - Dec.	Jan. - March	April - June
Forecasted FY 22 Budget	\$ 3,506,166	\$ 10,518,498	\$ 10,518,498	\$ 17,530,830
Actual	\$ 3,819,604	\$ 16,030,095		
Difference	\$ 313,438	\$ 5,511,597		

**Fiscal Year 2019-2022 Net Sales Tax Comparison
(by Quarter)**

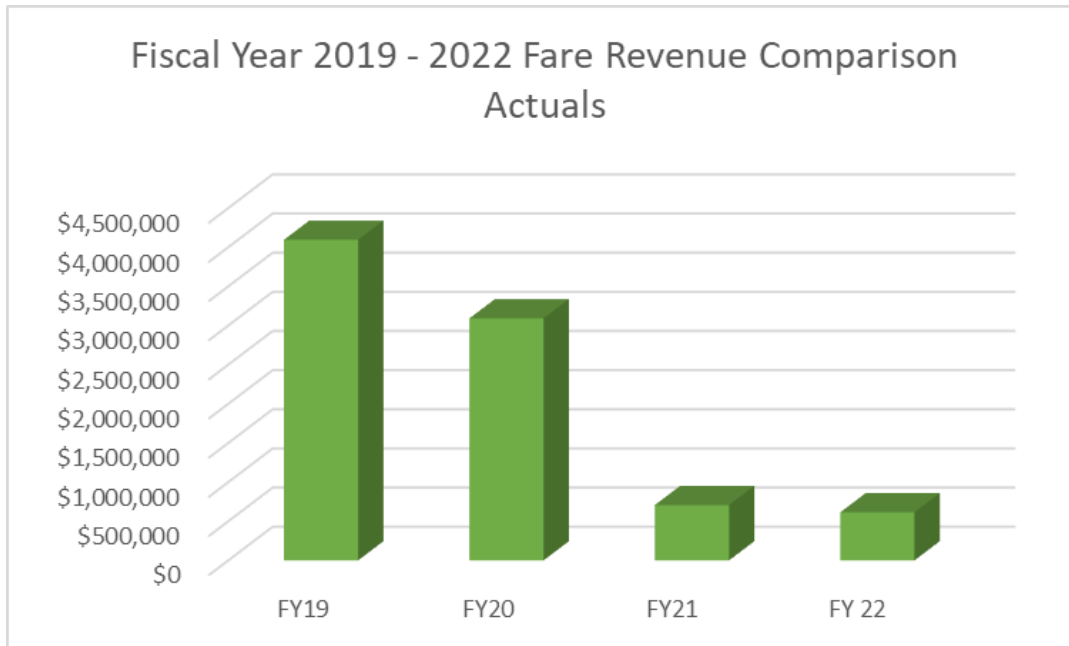


Fiscal Year 2019-2022 Net Cumulative Sales Tax Comparison

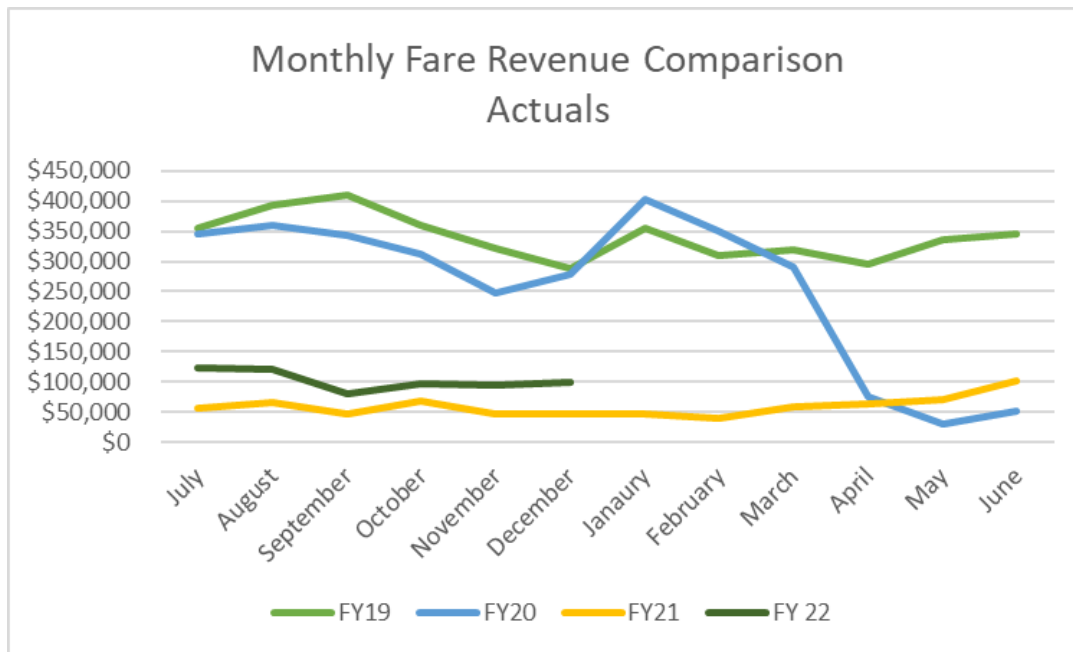


Note: Sales Taxes are recorded when received not when earned.

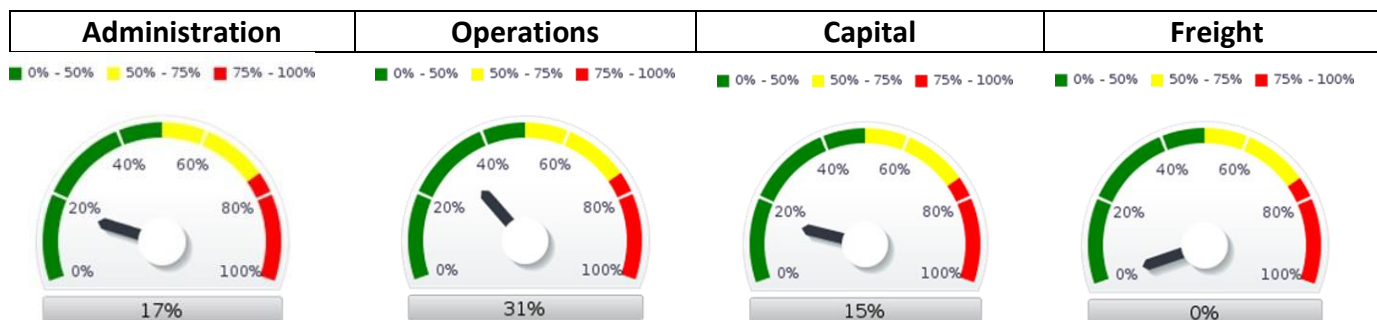
Fiscal Year 2019-2022 Fare Revenue Comparison



Fiscal Year 2019-2022 Monthly Fare Revenue Comparison



EXPENDITURES



	FY 2021-22 Approved Budget	Actual	Amount Over/ Under Budget
Expenditures			
Administration			
Salaries & Benefits	\$ 5,924,313	\$ 2,328,830	\$ 3,595,483
Services & Supplies	\$ 10,315,306	\$ 2,669,790	\$ 7,645,516
Debt Service/Other Charges	\$ 14,944,169	\$ 283,538	\$ 14,660,631
Machinery & Equipment	\$ 445,600	\$ 115	\$ 445,485
Administration Subtotal	\$ 31,629,388	\$ 5,282,273	\$ 26,347,115
Operations			
Salaries & Benefits	\$ 16,573,654	\$ 6,714,751	\$ 9,858,903
Services & Supplies	\$ 6,883,110	\$ 1,932,394	\$ 4,950,716
Buildings & Capital Improvements	\$ 4,462,941	\$ 15,571	\$ 4,447,370
Operations Subtotal	\$ 27,919,705	\$ 8,662,716	\$ 19,256,989
Capital			
Salaries & Benefits	\$ 1,482,430	\$ 678,752	\$ 803,678
Services & Supplies	\$ 787,694	\$ 150,016	\$ 637,678
Other Charges	\$ 30,000	\$ 23,753	\$ 6,247
Machinery & Equipment	\$ 1,555,000	\$ 1,107,382	\$ 447,618
Infrastructure	\$ 10,550,920	\$ 265,533	\$ 10,285,387
Capital Subtotal	\$ 14,406,044	\$ 2,225,436	\$ 12,180,608
Freight	\$ 5,803,473	\$ 2,028,648	\$ 3,774,825
Total All Expenditures	\$ 79,758,610	\$ 18,199,073	\$ 61,559,537

Note: Expense Gauge for Freight should reflect 35% spent. \$2 million was spent for the acquisition of an intangible asset (freight rights) in December.

CAPITAL PROJECTS

Capital Project Report					
		Budget	Actual	Remaining	Project Status
Additional Railcar Purchase		\$ 11,000,000	\$ 11,000,000	\$ -	All milestone payments complete
Windsor Extension		\$ 65,000,000	\$ 24,408,475	\$ 40,591,525	Funds on hold, pending MTC lawsuit on RM3 funding. Awaiting Supreme Court decision
Sonoma County Pathway Connector Project - Design & Construction		\$ 15,781,499	\$ 1,885,073	\$ 13,896,426	In design & permitting
- Southpoint to Main (2.9 miles)					
- Golf Course to Bellevue (2.8 miles)					
Marin & Sonoma Pathway Design & Permitting		\$ 10,881,476	\$ 149,509	\$ 10,731,967	The design consultant work has been divided into two Request for Proposals (RFPs). The Phase I award of the consulting contract will be brought to the Board on February 2nd for approval. Phase II RFP will be going out in the Spring of 2022.
RFP Phase I Locations:					
- McInnis Parkway at Bridgewater Drive to Smith Ranch Road (0.74 miles)					
- Main Street to East Railroad Ave. (1.48 miles)					
- Joe Rodota Trail to 3rd Street (0.06 miles)					
- Santa Rosa Downtown Station to 6th Street (0.04 miles)					
- Guerneville Road to West Steele Lane (0.32 miles)					
- West Steel Lane to San Miguel Road (1.2 miles)					
- San Miguel Blvd. to Airport Blvd. (3.1 miles)					
Payran to Lakeville Pathway - Design & Construction		\$ 1,085,806	\$ -	\$ 1,085,806	Pending grant execution & securing environmental permits
Black Point Bridge - Fender & Structural Repair		\$ 715,000	\$ 76,407	\$ 638,593	Awaiting environmental construction permits
Basalt Creek Timber Bridge Replacement		\$ 568,257	\$ 3,764	\$ 564,493	In design
San Antonio Tributary Timber Trestle Replacement		\$ 1,129,110	\$ 14,078	\$ 1,115,032	In design
McDowell Blvd. Crossing Reconstruction - Design & FY21 Const.		\$ 1,150,000	\$ 16,957	\$ 1,133,043	In design

INVESTMENTS

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

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

<u>Cash On Hand</u>	
Bank of Marin	\$ 23,794,777
Sonoma County Investment Pool *	\$ 67,014,097
Total Cash on Hand	\$ 90,808,874
<u>Reserves</u>	
Self-Insured	\$ 2,370,675
OPEB/ CalPERS	\$ 3,574,676
Operating Reserve	\$ 10,000,000
Capital Sinking Fund	\$ 7,625,000
Corridor Completion	\$ 7,000,000
Total Reserves	\$ 30,570,351
Cash Balance	\$ 60,238,523
Less: Current Encumbrances	\$ 7,478,457
Balance	\$ 52,760,066
Less: Estimated FY22 Year-end Fund Balance**	\$ 23,078,175
Remaining Balance	\$ 29,681,891
* Does not include funds held by the trustee for debt service	
** Will be adjusted in Fiscal Year 2022 amended budget	



Contract Summary

Active Contracts as of January 1, 2022

Contractor	Scope	Fiscal Year 21/22 Projected	Fiscal Year 21/22 Actuals-To-Date
A.J. Janitorial Service	Janitorial Services for all Stations, Roblar, ROC, and Fulton	\$104,000.00	\$50,040.00
Ai-Media, Inc.	As Needed Live Captioning Services for Public Meetings	\$15,000.00	\$1,440.00
Air Technology West	Maintenance and On-Call Repair for Air Compressors	\$4,800.00	\$3,154.00
Alcohol & Drug Testing Services, LLC	DOT Drug and Alcohol Testing	\$36,000.00	\$12,055.00
All Purpose Safety Training Solutions	"Train the Trainer" Training Services	\$6,585.00	\$0.00
Allen, Glaessner, Hazelwood LLP	Legal Services for Litigation and Rail Transit Issues	\$26,782.00	\$19,064.00
Alliant Insurance Services	Insurance Brokerage and Risk Management Services	\$70,000.00	\$0.00
American Integrated Services, INC.	On-Call Biohazard Remediation Services	\$50,000.00	\$0.00
American Rail Engineers Corporation	Railroad Bridge Engineering, Inspection, & Design	\$90,000.00	\$16,375.00
Asbury Environmental Services (AES)	Recycling & Disposal Service for Used Oil, Fuel Filters, Rags, and Related Equipment	\$18,600.00	\$7,166.00
Barbier Security Group	Security Patrol Services along Right-of-Way	\$67,000.00	\$0.00
Barnes & Company, LLC	Consulting Services for SMART Toy Drive Events	\$15,000.00	\$15,000.00
Bay Area Traffic Solutions	Flagging Support for MOW	\$13,000.00	\$8,950.00
BBM Railway Equipment, LLC	Wheel Press Machine - Furnish, Install, Configure, Test, Commission, and Train SMART Staff	\$748,390.00	\$0.00
Becoming Independent	Emergency Bus Bridge Services	\$37,000.00	\$6,600.00
Bettin Investigations	Public Safety and Emergency Training Consultation Services	\$5,000.00	\$188.00
Bright Star Security, Inc.	Security Patrol Services at SMART's Cal Park Tunnel	\$5,832.00	\$4,350.00
Burke, Williams & Sorensen, LLP	Litigation Support Services	\$100,000.00	\$0.00
Business Training Library, LLC	Cloud-Based Learning Courses	\$14,000.00	\$12,684.00
Cinquini & Passarino, Inc.	Right-of-Way Land Surveying and Related Services	\$22,728.00	\$9,276.00
Civic Edge Consulting	Social Media Outreach Strategy Consulting	\$138,788.00	\$93,033.00
DeAngelo Brothers, LLC (DBI Services)	Vegetation Control Services	\$35,000.00	\$0.00
Dikita Enterprises, Inc	NTD Compliant Passenger Counting Services	\$43,537.00	\$0.00
Doug Williams	Fire and Life Safety Consultant	\$5,000.00	\$525.00
Dr. Lance O'Connor	Occupational Health Screening Services	\$3,000.00	\$0.00
Dr. Mark Clementi	Pre-Employment Psychological Evaluations	\$25,000.00	\$12,097.00
eLock Technologies, LLC	Station Bike Lockers and Maintenance Services	\$13,130.00	\$5,565.00
Empire Cleaners	Operations Uniform Dry Cleaning, Laundering, and Related Services	\$50,000.00	\$5,376.00
Environmental Logistics, INC.	On-Call Biohazard Remediation Services	\$150,000.00	\$0.00
Gary D. Nelson Assoicates, Inc.	Temporary Staffing and Placement Services	\$50,000.00	\$20,148.00
George Hills Company, Inc.	Third Party Claims Administration Services	\$45,000.00	\$2,311.00
GHD, Inc.	3 Segments MUP Petaluma - Penngrove - Rohnert Park	\$400,404.00	\$213,170.00
GHD, Inc.	SWPP Compliance, AutoCAD Management, Traffic and Hydraulic Analysis	\$120,000.00	\$2,644.00
GP Crane & Hoist Services	Cal/OSHA Inspection Services	\$5,000.00	\$2,640.00
Granicus, Inc.	Media Streaming and Internet Broadcasting Services	\$11,665.00	\$11,665.00
Hanford A.R.C.	Implementation and Monitoring, San Rafael Creek Riparian Enhancement Project	\$175,000.00	\$0.00
Hanford A.R.C.	Implementation and Monitoring Las Gallinas Creek Riparian Enhancement Plan	\$33,830.00	\$20,904.00
Hanson Bridgett LLP	Legal Services	\$150,000.00	\$23,365.00
HCI Systems, Inc.	Fire Equipment Inspection and Certification	\$14,500.00	\$0.00
Heavy Equipment Transportation, Inc.	Transportation of Heavy Equipment	\$7,330.00	\$0.00
Hogan Lovells LLP	Legal Services - Freight and Passenger Rail Sector	\$100,000.00	\$1,140.00
Holland Company	Track Geometry and Measurement Services	\$28,125.00	\$28,125.00
Innovative Business Solutions	Payroll processing services	\$35,400.00	\$10,684.00
Integrative Security Controls, Inc.	CCTV Maintenance and Support	\$30,000.00	\$1,594.00
Intelligent Technology Solutions, LLC	Maximo SaaS Development, Implementation, and Related Services	\$242,000.00	\$121,378.00
JMA Civil, Inc.	On-Call Civil & Rail Engineering Design Services	\$144,663.00	\$15,397.00
Joanne Roessler	On-Call Graphic Design Services	\$10,000.00	\$0.00
Judy D. James	Public Affairs and Dispute Resolution Consultation Services	\$4,500.00	\$1,275.00

Contractor	Scope	Fiscal Year 21/22 Projected	Fiscal Year 21/22 Actuals-To-Date
Kimberly Dow	On-Call Graphic Design Services	\$8,000.00	\$0.00
KL2 Connects	GM Recruitment Services	\$37,200.00	\$33,750.00
Kristie Doughty-Oxford	Design, Implementation, and Troubleshooting for New Access Contract Database	\$16,250.00	\$0.00
LC Disability Consulting	Disability Access Consulting	\$20,000.00	\$0.00
Leete Generators	Generator Maintenance	\$3,508.00	\$2,609.00
Masabi LLC	SMART Mobile Ticketing Pilot Project	\$57,600.00	\$23,750.00
MaxAccel	Compliance Management Software Design/Implementation/Asset Management	\$20,000.00	\$7,874.00
Maze & Associates	Financial Audit Services	\$43,646.00	\$31,333.00
MGrodner, LLC	Project Management Services	\$25,000.00	\$0.00
Mike Brown Electric Co.	On-Call Electrical Maintenance	\$25,000.00	\$0.00
Militus, Inc.	Cybersecurity Assessment Services	\$40,000.00	\$40,000.00
Milton R. Davis dba Davis Sign Co, Inc.	Printing, Installation, and Removal of Holiday Express Window Clings on SMART's DMU for Toy Drive Eve	\$1,167.00	\$0.00
Mission Linen Supply	Employee Uniform Services	\$36,000.00	\$12,633.00
Modern Railway Systems, Inc.	Monitoring and Maintenance SMART's Communications Network and TDX System	\$155,132.00	\$22,147.00
MuniServices, LLC	Sales Tax Recovery Services	\$45,710.00	\$3,500.00
Murphy, Campbell, Alliston & Quinn	Legal Services for Rail Transit Matters	\$100,000.00	\$0.00
Netspeed Solutions, Inc.	SMART Phone System Maintenance	\$19,000.00	\$11,867.00
Netwoven Inc.	SharePoint Maintenance, Support, Implementation, and Related Services	\$29,350.00	\$23,702.00
Nextdoor Inc.	Use of Nextdoor Platform for Community Notifications	\$19,447.00	\$9,723.00
North Bay Petroleum	Provision of Fuel for DMUs	\$1,100,000.00	\$342,905.00
North Bay SAP Services	Substance Abuse Professional Services	\$2,600.00	\$0.00
Nossaman LLP	Litigation, Rail Transit Issues, and other related legal services	\$246,481.00	\$42,716.00
Occupational Health Centers of CA	Pre-Employment Evaluation Services	\$20,000.00	\$6,160.00
Oracle	Fusion ERP System	\$60,000.00	\$12,524.00
Pamco Machine Works, Inc.	Railroad Wheel Pressing Services	\$115,770.00	\$115,770.00
Parodi Investigative Solutions	Pre-Employment Background Investigation Services	\$20,000.00	\$8,650.00
Peterson Mechanical, Inc.	HVAC Maintenance Services	\$22,000.00	\$0.00
PFM Financial Advisors, LLC	As-Needed Financial Consultant Services	\$10,000.00	\$0.00
Portola Systems, Inc.	SMART Station Network Maintenance and Configuration Services	\$250,000.00	\$171,632.00
Precision Wireless	Tech Support and Maintenance for Land Mobile Radio	\$38,000.00	\$10,288.00
Precision Wireless	Tech Support and Maintenance for Land Mobile Radio	\$4,952.00	\$4,952.00
Project Finance Advisory Limited	Freight Service Option Analysis	\$4,718.00	\$0.00
Public Financial Mangement, Inc.	Arbitrage Rebate Compliance Services	\$2,000.00	\$2,000.00
RailWorks Track Services, Inc.	Track Maintenance Services	\$141,252.00	\$0.00
San Rafael Chamber of Commerce	Marin County Communications Consulting	\$75,000.00	\$25,000.00
Santa Rosa Fire Equipment Service, Inc.	SMART Fire Equipment Maintenance	\$10,000.00	\$0.00
SEFAC USA	Portable Lifting Jack Inspection and Certification Services	\$8,000.00	\$0.00
Sierra-Cedar, LLC	Oracle Enterprise Resources Planning Software	\$75,000.00	\$5,775.00
Sonoma County Fleet Operation Division	Non-Revenue Fleet Maintenance Services	\$23,000.00	\$3,997.00
SPTJ Consulting	Network Infrastructure, Security, Migration and Setup Services	\$329,400.00	\$54,608.00
Stantec Consulting Services, Inc.	Environmental Permit Management and Construction Compliance Monitoring	\$20,000.00	\$0.00
Stericycle, Inc.	Medical Waste Pick-Up and Disposal Services	\$2,000.00	\$0.00
Sue Evans	Title Investigation Support Services	\$20,000.00	\$10,953.00
Sumitomo Corporation	Manufacture & Delivery of Rail Vehicles	\$1,100,000.00	\$1,100,000.00
Summit Signal, Inc.	Emergency Call-Out Services for Track and Signals	\$56,905.00	\$46,905.00
Survival CPR & First Aid, LLC	First Aid and CPR Training, AED Compliance Program	\$5,000.00	\$2,336.00
Swiftly, Inc.	AVL Mobile Application and Website Interface	\$8,400.00	\$8,400.00
Traliant, LLC	Online Training Program	\$2,222.00	\$373.00

Contractor	Scope	Fiscal Year 21/22 Projected	Fiscal Year 21/22 Actuals-To-Date
Transportation Analytics	Transit Financial Modeling, Benchmarking, Performance Metrics, Benefit-Cost Analysis, and Strategic Planning	\$11,100.00	\$0.00
Trillium Solutions, Inc.	Transit Feed Mapping Software	\$1,350.00	\$1,350.00
United Mechanical Incorporated	HVAC Service, Maintenance and Related Services	\$2,000.00	\$1,622.00
Van Scoyoc Associates	Federal Lobbying Services	\$60,000.00	\$10,000.00
VenTek Transit Inc.	Fare Vending Machine Operations and Maintenance Services	\$262,176.00	\$81,034.00
Vista Broadband Networks, Inc.	Broadband Services	\$9,000.00	\$0.00
West Coast Arborists, Inc.	Tree Trimming and Tree Removal Services	\$30,000.00	\$12,100.00
WRA Environmental Consultants	Environmental Permitting, Management, & Support Services	\$225,800.00	\$54,199.00
Zoon Engineering	Right-of-Way Feasibility Study - San Rafael	\$24,000.00	\$23,753.00
	TOTALS:	\$8,620,725.00	\$3,142,268.00

Actuals-To-Date includes invoices that have been approved as of December 31, 2021, but may not have been processed in SMART's Financial System.



David Rabbitt, Chair
Sonoma County Board of Supervisors

Barbara Pahre, Vice Chair
Golden Gate Bridge,
Highway/Transportation District

Judy Arnold
Marin County Board of Supervisors

Melanie Bagby
Sonoma County Mayors' and
Councilmembers Association

Kate Colin
Transportation Authority of Marin

Damon Connolly
Marin County Board of Supervisors

Debora Fudge
Sonoma County Mayors' and
Councilmembers Association

Patty Garbarino
Golden Gate Bridge,
Highway/Transportation District

Susan Gorin
Sonoma County Board of Supervisors

Dan Hillmer
Marin County Council of Mayors and
Councilmembers

Eric Lucan
Transportation Authority of Marin

Chris Rogers
Sonoma County Mayors' and
Councilmembers Association

Eddy Cumins
General Manager

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

\February 2, 2022

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

SUBJECT: Authorize the General Manager to Award Contract No. CV-PS-21-003 with BKF Engineers for an amount not-to-exceed \$2,555,592

Dear Board Members:

RECOMMENDATION:

Approve Resolution No. 2022-04, Authorizing the General Manager to Award Contract No. CV-PS-21-003 with BKF Engineers for the Marin – Sonoma Non-Motorized Pathway Project with BKF Engineers for a total contract amount not-to-exceed \$2,555,592.

SUMMARY:

This professional services contract for engineering design and permitting services will prepare construction and environmental permit documents for seven (7) sections of Non-Motorized Pathway (NMP) in Sonoma and Marin County, a total of approximately 7 miles.

The seven sections of pathway within this contract include:

1. McInnis Parkway to Smith Ranch Road in San Rafael
2. Main Street to Railroad Avenue in Sonoma County
3. Joe Rodota Trail to 3rd Street in Santa Rosa
4. Santa Rosa Downtown Station to 6th Street in Santa Rosa
5. Guerneville Road to West Steele Lane in Santa Rosa
6. West Steele Lane to San Miguel Road in Santa Rosa
7. San Miguel Road to Airport Boulevard in Sonoma County

This pathway will be designed for construction primarily within SMART's existing Right-of-Way (ROW).

The Marin – Sonoma Non-Motorized Pathway Project represents a key step forward in the expansion and connection of the SMART NMP network for connecting SMART's stations by designing and permitting these seven segments. This Contract will get pathway segments to a "shovel ready" position pending the resolution of the Pathway litigation. These segments represent the remaining planned NMP segments in Sonoma County along with a segment in Marin County.

SMART issued a Request for Proposals on October 26, 2021, for Civil Engineering Design and Environmental Permitting services for these segments in San Rafael, Sonoma County, and Santa Rosa. SMART received two (2) proposals on November 29, 2021. A selection committee evaluated the proposals using the criteria established in the Request for Proposal. Upon conclusion of the evaluation process, SMART determined BKF Engineers was the highest-ranking proposer, with a good understanding and approach to this project and an excellent demonstrated history of providing similar services locally.

The scope of work for the contract includes Project Management, Engineering Design, Environmental Studies and Permitting, Surveys and Mapping, Utility Coordination, Right-of-Way Phase and Determination, and Coordination with Adjacent Properties.

This work was planned for in the Capital Plan that was approved by your Board in April of 2021 and will be funded using the SMART local sales tax revenue. Our negotiations with the proposer resulted in a mutually agreed upon base contract price of \$2,416,092 for the work which is in line with the Engineer's estimate. However, BKF believes that the environmental regulatory agencies may require additional studies and has outlined six optional permitting tasks that may be required by the permitting agencies in the amount of \$139,500, for a total contract amount of \$2,555,592.

Staff recommends authorizing the General Manager to award Contract No. CV-PS-21-003 with BKF Engineers for a total not-to-exceed of \$2,555,592.

FISCAL IMPACT: Funds have been programmed in the Fiscal Year 2022 budget. In addition, this project was approved last year by the Board in the Capital Plan and will funded over several years.

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

Very truly yours,

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

Attachment(s): 1) Resolution No. 2022-04
 2) BKF Engineers Contract No. CV-PS-21-003

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE SONOMA-MARIN AREA RAIL TRANSIT DISTRICT
APPROVING CONTRACT NO. CV-PS-21-003 WITH BKF ENGINEERS FOR ENGINEERING DESIGN AND
PERMITTING SERVICES FOR NON-MONTORIZED PATHWAY SEGMENTS IN MARIN AND SONOMA COUNTIES**

WHEREAS, the Sonoma-Marín Area Rail Transit District (SMART) is developing segment of non-motorized pathway between 1) McInnis Parkway to Smith Ranch Road in San Rafael; 2) Main Street to Railroad Avenue in Sonoma County; 3) Joe Rodota Trail to 3rd Street in Santa Rosa; 4) Santa Rosa Downtown Station to 6th Street in Santa Rosa; 5) Guerneville Road to West Steele Lane in Santa Rosa; 6) West Steele Lane to San Miguel Road in Santa Rosa and 7) San Miguel Road to Airport Boulevard in Sonoma County; and

WHEREAS, SMART issued a Request for Proposals on October 26, 2021 for professional Engineering Design and Environmental Permitting Support services; and

WHEREAS, SMART received two (2) proposals on November 29, 2021; and

WHEREAS, SMART determined that BKF Engineers was the highest-ranking proposer; and

WHEREAS, this contract is funded by SMART local sales tax; and

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

1. The forgoing Recitals are true and correct and are incorporated herein and form a part of this Resolution.
2. Authorize the General Manager to execute Contract No. CV-PS-21-003 with BKF Engineers, for a total contract amount of \$2,555,592.

PASSED AND ADOPTED at a regular meeting of the Board of Directors of the Sonoma-Marín Area Rail Transit District held on the 2nd day of February, 2022, by the following vote:

DIRECTORS:

AYES:

NOES:

ABSENT:

ABSTAIN:

David Rabbitt, Chair, Board of Directors
Sonoma-Marín Area Rail Transit District

ATTEST:

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

AGREEMENT FOR CONSULTANT SERVICES

This agreement (“Agreement”), dated as of February 2, 2022 (“Effective Date”) is by and between the Sonoma-Marín Area Rail Transit District (hereinafter “SMART”), and BKF Engineers (hereinafter “Consultant”).

RECITALS

WHEREAS, Consultant represents that it is a duly qualified design engineering firm experienced in the areas of pathway design, construction, 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 and engineer several multi-use pathway segments located along SMART’s right-of-way in Sonoma and Marin County.

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 Chief Engineer 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. Key personnel shall be as listed in the applicable Task Order.
- (c) In the event that any of Consultant's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness, or other factors outside of Consultant's control, Consultant shall be responsible for timely provision of adequately qualified replacements.
- (d) Consultant shall assign the following key personnel for the term of this Agreement:

Jason Kirchmann, Executive-In-Charge & Project Manager – BKF Engineers
Becky Dower, Lead Project Engineer – BKF Engineers
Benjamin Kerstetter, Support Engineer – BKF Engineers
Jonathan Shattuck, Lead Project Surveyor – BKF Engineers
Jaggi Bhandal, QA/QC Manager – BKF Engineers
Shawn Cullers, Structural Engineer – Cornerstone Structural Engineering Group
Leroy Chan, Geotechnical Engineer – Engeo
Jim Dickey, Boundary Survey & Control – Cinquini & Passarino
Jon Marshall, Rail Design & GO-88B Processing – JMA Civil, Inc.
Brian Burchfield, Planning Consultant – Alta Planning & Design
Leslie Allen, Environmental Engineer – WRA, Inc.
Michelle Tovar, Biologist – Stantec Consulting Services, Inc.

ARTICLE 5. PAYMENT.

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

Section 5.01 Consultant shall be paid, as full compensation for the satisfactory completion of the work described in the Scope of Work and Timeline (Exhibit A) in accordance with the milestone payment structure included in the Schedule of Rates (Exhibit B) for a total amount of \$2,555,592.00, regardless of whether it takes Consultant more time to complete or costs are more than anticipated. The total amount paid to Consultant includes compensation for all work and deliverables, including travel and equipment described in the Exhibit A Scope of Work and Timeline. No additional compensation will be paid to Consultant, unless there is a change in the scope of the work or the scope of the project. In the instance of a change in the scope of work or scope of the project, adjustment to the total amount of compensation will be negotiated between Consultant and SMART. Adjustment in the total amount of compensation will not be effective until authorized by written Amendment and approved by SMART.

Section 5.02 The milestone payments included in the Exhibit B Schedule of Rates shall be paid in arrears upon the successful completion of all work required.

Section 5.03 Consultant shall invoice SMART on a milestone basis in accordance with the Exhibit B Schedule of Rates. Invoices shall detail the tasks performed on each milestone, the deliverables submitted, and certified payroll reports for all covered work. SMART shall pay Consultant within 30 days after submission of the invoices.

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.

Section 5.05 Consultant agrees that 48 CFR Part 31, Contract Cost Principles and Procedures and 2 CR 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 subsequent audit to be unallowable under 48 CFR Part 31 or 2 CFR Part 200 are subject to repayment by the Consultant to SMART.

ARTICLE 6. TERM OF AGREEMENT.

Section 6.01 The term of this Agreement shall remain in effect through June 30, 2024, unless terminated earlier in accordance with the provisions of **Article 7** below.

ARTICLE 7. TERMINATION.

Section 7.01 Termination Without Cause. 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 Consultant.

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

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

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

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

ARTICLE 8. INDEMNIFICATION

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

agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

ARTICLE 9. INSURANCE.

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

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

Section 9.02 General Liability Insurance. Commercial General Liability insurance covering products-completed and ongoing operations, property damage, bodily injury and personal injury using an occurrence policy form, in an amount no less than \$1,000,000 per occurrence, and \$2,000,000 aggregate. Said policy shall include a Railroads CG 24 17 endorsement removing the exclusion of coverage, if applicable, for bodily injury or property damage arising out of operations within 50 feet of any railroad property and affecting any railroad bridge, trestle, tracks, roadbeds, tunnel, underpass, or crossing.

Section 9.03 Automobile Insurance. Automobile Liability insurance covering bodily injury and property damage in an amount no less than \$1,000,000 combined single limit for each occurrence. Said insurance shall include coverage for owned, hired, and non-owned vehicles. Said policy shall also include a CA 20 70 10 13 endorsement removing the exclusion of coverage for bodily injury or property damage arising out of operations within 50 feet of any railroad bridge, trestle, track, roadbeds, tunnel, underpass, or crossing.

Section 9.04 Professional Liability Insurance (Errors and Omissions). Professional Liability insurance with limit no less than \$2,000,000 per occurrence or claim, and \$2,000,000 aggregate.

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

- (a) SMART, its officers, and employees shall be named as additional insured on all policies listed above, with the exception of the workers compensation insurance policy and the professional services liability policy (if applicable).
- (b) That the policy(ies) is Primary Insurance and the insurance company(ies) providing such policy(ies) shall be liable thereunder for the full amount of any loss or claim which Consultant is liable, up to and including the total limit of liability, without right of contribution from any other insurance effected or which may be effected by the Insureds.

- (c) Inclusion of the Insureds as additional insureds shall not in any way affect its rights either as respects any claim, demand, suit, or judgment made, brought, or recovered against Consultant. Said policy shall protect Consultant and the Insureds in the same manner as though a separate policy had been issued to each, but nothing in said policy shall operate to increase the insurance company's liability as set forth in its policy beyond the amount or amounts shown or to which the insurance company would have been liable if only one interest had been named as an insured.
- (d) Consultant hereby grants to SMART a waiver of any right to subrogation which any insurer of said Consultant may acquire against SMART by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not SMART has received a waiver of subrogation endorsement from the insurer.
- (e) The insurance policy(ies) shall be written by an insurance company or companies acceptable to SMART. Such insurance company shall be authorized to transact business in the state of California.

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

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

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

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

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

- (a) Properly executed Certificates of Insurance clearly evidencing all coverages and limits required above. Said Certificates shall be submitted prior to the execution of this

Agreement. At SMART's request, Consultant shall provide certified copies of the policies that correspond to the policies listed on the Certificates of Insurance. Consultant agrees to maintain current Certificates of Insurance evidencing the above-required coverages and limits on file with SMART for the duration of this Agreement.

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

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

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

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

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 Subcontractors 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. During the term of this Agreement, the Consultant shall disclose any financial, business, or other relationship with SMART that may have an impact upon the outcome of this Agreement or any ensuing SMART construction project. The Consultant shall also list current clients who may have a financial interest in the

outcome of this Agreement or any ensuing SMART construction project which will follow.

Consultant certifies that it has disclosed to SMART any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this Agreement. Consultant agrees to advise SMART of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this Agreement. Consultant further agrees to complete any statements of economic interest if required by either SMART ordinance or State law.

The Consultant hereby certifies that it does not now have nor shall it acquire any financial or business interest that would conflict with the performance of services under this Agreement.

The Consultant hereby certifies that the Consultant or subcontractor and any firm affiliated with the Consultant or subcontractor that bids on any construction contract or on any Agreement to provide construction inspection for any construction project resulting from this Agreement, has established necessary controls to ensure a conflict of interest does not exist. An affiliated firm is one, which is subject to the control of the same persons, through joint ownership or otherwise.

Section 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, pregnancy, disability, 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

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, 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. All reports, original drawings, graphics, plans, studies, and other data or documents ("documents"), in whatever form or format, assembled or prepared by Consultant and other agents in connection with this Agreement shall be the property of SMART. SMART shall be entitled to immediate possession of such documents upon completion of the work pursuant to this Agreement. Upon expiration or termination of this Agreement, Consultant shall promptly deliver to SMART all such documents, which have not already been provided to SMART in such form or format, as SMART deems appropriate. Such documents shall be and will remain the property of SMART without

restriction or limitation. Consultant may retain copies of the above- described documents but agrees not to disclose or discuss any information gathered, discovered, or generated in any way through this Agreement without the express written permission of SMART.

ARTICLE 13. DEMAND FOR ASSURANCE.

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

ARTICLE 14. ASSIGNMENT AND DELEGATION.

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

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

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

If to SMART Project Manager:	Sonoma-Marín Area Rail Transit District Attn: Alexandra Majoulet 5401 Old Redwood Highway, Suite 200 Petaluma, CA 94954 amajoulet@sonomamarintrain.org 707-285-8186
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If to SMART Billing:	Sonoma-Marín Area Rail Transit District Attn: Accounts Payable 5401 Old Redwood Highway, Suite 200 Petaluma, CA 94954 billing@sonomamarintrain.org 707-794-3330
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If to Consultant:

BKF Engineers
Attn: Jason Kirchmann
200 Fourth Street, STE 300
Santa Rosa, CA 95401
jkirchmann@bkf.com
707-583-8515

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. SUBCONTRACTORS

Section 16.01 Subcontractor Listing. Consultant has listed the following Subcontractors that will be used during the performance of work:

Name of Subcontractor	Description of Work
Alta Planning & Design	Planning
Cinquini & Passarino, Inc.	Survey Control & Boundary
Cornerstone Structural Engineering Group	Structural
Engeo Incorporated	Geotechnical
JMA Civil, Inc.	Rail Design
Stantec Consulting Services, Inc.	Biology
WRA, Inc.	Environmental

Section 16.02 Responsibility of Subcontractors. Nothing contained in this Agreement or otherwise, shall create any contractual relation between the SMART and any Subcontractors, and no subagreement shall relieve the Consultant of its responsibilities and obligations hereunder. The Consultant agrees to be as fully responsible to SMART for the acts and omissions of its Subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Consultant. The Consultant's obligation to pay its Subcontractors is an independent obligation from SMART's obligation to make payments to the Consultant.

Section 16.03 Substitutions of Subcontractors. Any substitution of Subcontractors must be approved in writing by the SMART Manager in advance of assigning

work to a substitute Subcontractor.

Section 16.04 Subagreements. Any subagreement entered into as a result of this Agreement, shall contain all the provisions stipulated in this entire Agreement to be applicable to Subcontractor unless otherwise noted.

Section 16.05 Prompt Progress Payment. Consultant or subcontractor shall pay to any subcontractor, not later than fifteen (15) days after receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed Consultant on account of the work performed by the subcontractors, to the extent of each subcontractor'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 Consultant or subcontractor to a subcontractor, Consultant or subcontractor 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 the licensee to a penalty, payable to the subcontractor, 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 subcontractors.

Section 16.06 Prompt Payment of Withheld Funds to Subcontractors.

SMART shall make prompt and regular incremental payments for acceptance of portions, as determined by SMART, of the contract work, and pay Consultant based on these acceptances. SMART shall designate the method below in the contract to ensure prompt and full payment of any retainage kept by Consultant or subcontractor to a subcontractor.

No retainage will be held by SMART from progress payments due to Consultant. Consultant and subcontractors are prohibited from holding retainage from subcontractors. 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 the violating Consultant or subcontractor 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 Consultant or subcontractor in the event of a dispute involving late payment or nonpayment by Consultant, deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to DBE and non-DBE subcontractors.

Any violation of these provisions shall subject the violating Consultant or subcontractor to the penalties, sanctions and other remedies specified therein. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to Consultant or subcontractor in the event of a dispute involving late payment or nonpayment by Consultant, deficient subcontract performance, or noncompliance by a subcontractor.

ARTICLE 17. PREVAILING WAGE RATES.

Section 17.01 Registration with Department of Industrial Relations (DIR). No Consultant or Subcontractor may be awarded an Agreement containing public work elements unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code §1725.5. Registration with DIR must be maintained throughout the entire term of this Agreement, including any subsequent amendments.

Section 17.02 Compliance with Labor Code. Consultant and each Subcontractor shall all workers employed on the Work not less than the prevailing rate of wages as determined in accordance with the Labor Code as indicated herein.

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

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

When Prevailing wage rates apply, the Consultant is responsible for verifying compliance with certified payroll requirements. Invoice payment will not be made until the invoice is approved by SMART.

Section 17.03 Penalty. The Consultant and any Subcontractors shall comply with Labor Code §1774 and §1775. Pursuant to Labor Code §1775, the Consultant and any Subcontractor shall forfeit to SMART a penalty of not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of DIR for the work or craft in which the worker is employed for any public work done under the Agreement by the Consultant or by its Subcontractor in violation of the requirements of the Labor Code and in particular, Labor Code §§1770 to 1780, inclusive.

The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of mistake, inadvertence, or neglect of the Consultant or Subcontractor in failing to pay the correct rate of prevailing wages, or the previous record of the Consultant or Subcontractor in meeting their respective prevailing wage obligations, or the willful failure by the Consultant or Subcontractor to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rates of prevailing wages is not excusable if the Consultant or Subcontractor had knowledge of the obligations under the Labor Code. The Consultant is responsible for paying the appropriate rate, including any escalations that take place during the term of the Agreement.

In addition to the penalty and pursuant to Labor Code §1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion

thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Consultant or Subcontractor.

If a worker employed by a Subcontractor on a public works project is not paid the general prevailing per diem wages by the Subcontractor, the prime Consultant of the project is not liable for the penalties described above unless the prime Consultant had knowledge of that failure of the Subcontractor to pay the specified prevailing rate of wages to those workers or unless the prime Consultant fails to comply with all of the following requirements:

- A. The Agreement executed between the Consultant and the Subcontractor for the performance of work on public works projects shall include a copy of the requirements in Labor Code §§ 1771, 1775, 1776, 1777.5, 1813, and 1815.
- B. The Consultant shall monitor the payment of the specified general prevailing rate of per diem wages by the Subcontractor to the employees by periodic review of the certified payroll records of the Subcontractor.
- C. Upon becoming aware of the Subcontractor's failure to pay the specified prevailing rate of wages to the Subcontractor's workers, the Consultant shall diligently take corrective action to halt or rectify the failure, including but not limited to, retaining sufficient funds due the Subcontractor for work performed on the public works project.
- D. Prior to making final payment to the Subcontractor for work performed on the public works project, the Consultant shall obtain an affidavit signed under penalty of perjury from the Subcontractor that the Subcontractor had paid the specified general prevailing rate of per diem wages to the Subcontractor's employees on the public works project and any amounts due pursuant to Labor Code §1813.

Pursuant to Labor Code §1775, SMART shall notify the Consultant on a public works project within fifteen (15) calendar days of receipt of a complaint that a Subcontractor has failed to pay workers the general prevailing rate of per diem wages.

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

Section 17.04 Hours of Labor. Eight (8) hours labor constitutes a legal day's work. The Consultant shall forfeit, as a penalty to SMART, twenty-five dollars (\$25) for each worker employed in the execution of the Agreement by the Consultant or any of its Subcontractors 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.

Section 17.05 Employment of Apprentices. Where either the prime Agreement or the subagreement exceeds thirty thousand dollars (\$30,000), the Consultant and any subcontractors under him or her shall comply with all applicable requirements of Labor Code §§ 1777.5, 1777.6, and 1777.7 in the employment of apprentices.

Consultants and subcontractors are required to comply with all Labor Code requirements regarding the employment of apprentices, including mandatory ratios of journey level to apprentice workers. Prior to commencement of work, Consultant and subcontractors are advised to contact the DIR Division of Apprenticeship Standards website at <https://www.dir.ca.gov/das/>, for additional information regarding the employment of apprentices and for the specific journey-to- apprentice ratios for the Agreement work. The Consultant is responsible for all subcontractors' compliance with these requirements. Penalties are specified in Labor Code §1777.7.

ARTICLE 18. CLAIMS FILED BY SMART'S CONSTRUCTION CONTRACTOR

If claims are filed by SMART's construction contractor relating to work performed by Consultant's personnel, and additional information or assistance from Consultant's personnel is required in order to evaluate or defend against such claims; Consultant agrees to make its personnel available for consultation with SMART and for testimony, if necessary, at depositions and at trial or arbitration proceedings.

Consultant's personnel that SMART considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from SMART.

ARTICLE 19. MISCELLANEOUS PROVISIONS.

Section 19.01 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 19.02 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 19.03 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 19.04 No Third-Party Beneficiaries. Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

Section 19.05 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 19.06 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 19.07 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 19.08 Inspection of Work. Consultant and any subcontractor shall permit SMART to review and inspect the project activities and files at all reasonable times during the performance period of this Agreement.

Section 19.09 Safety. Consultant shall comply with OSHA regulations applicable to Consultant regarding necessary safety equipment or procedures. Consultant shall comply with safety instructions issued by SMART. Consultant personnel shall wear hard hats and safety vests at all times while working on the construction project site.

Section 19.10 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 19.11 Time of Essence. Time is and shall be of the essence of this Agreement and every provision hereof.

[SIGNATURE PAGE TO FOLLOW]

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

CONSULTANT: BKF ENGINEERS

By: _____
Jason Kirchmann, Executive-in-Charge

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 Manager

Date: _____

APPROVED AS TO FORM FOR SMART:

By: _____
District Counsel

Date: _____

EXHIBIT A

SCOPE OF WORK & TIMELINE

I. Overview

The Sonoma-Marin Area Rail Transit District (SMART) is contracting with BKF Engineers (“Consultant”) to conduct and coordinate specified tasks related to advancing the Sonoma and Marin County Non-Motorized Pathway Segments to the construction phase with approved environmental permits and General Order 88-B applications (G.O.-88-B).

II. Project Management

All work shall be initiated, scheduled, and reviewed by SMART’s Chief Engineer or designee (hereinafter “SMART Manager”).

III. Scope of Work

Consultant shall complete design and permitting of seven (7) segments of non-motorized pathway (“NMP”) located in Sonoma and Marin Counties. The scope of work includes preparing final issued for construction drawings, environmental permit applications, supplemental specifications, General Order 88B (G.O.88-B) applications, and mitigation plans to support the environmental permit applications.

These segments of Class I pathway include, but are not limited to, retaining walls, culvert extensions, traffic control devices, flashers, pedestrian gates, additional and/or removed cantilevers and vehicle gates, additional conduits and pull boxes, and pedestrian bridges as dictated by the design. SMART desires to have a pathway within the right-of-way but furthest from the track as possible. However, SMART will entertain pathways that jog around obstacles including wetlands, utilities, and other existing infrastructure on a case-by-case basis that will, in addition, create a balanced cut/fill project.

It is anticipated that every new street crosswalk will require interconnected traffic control devices with battery backup. In addition, each grade crossing within the project limits will need to be evaluated for appropriate active and passive treatments including additional flashers, automatic pedestrian gates, signage, striping, and traffic signals. Pedestrian gates may be required; therefore, each grade crossing will have to be evaluated for such. All segments shall be separate standalone design packages (7 total).

SEGMENT DESIGN PACKAGE DESCRIPTIONS:

I. SEGMENT I: MCINNIS PARKWAY TO SMITH RANCH ROAD

In 2013, SMART received a Bay Trail Grant to develop a pathway design from McInnis Parkway at Bridgewater Drive to the private crossing at the San Rafael Airport. Because of this, the design for this segment is partially complete, and through this Contract, the Consultant shall finalize the existing drawings, develop a complete design for the portion of pathway from the Airport private crossing to Smith Ranch Road and integrate both designs into complete construction documents in the form of Issue for Construction (IFC) plans. SMART has received a grant to construct this segment of pathway and would like to finish

design quickly. This segment of pathway has portions of pathway outside of SMART's right-of-way. Scope of work for this segment includes:

1. Submission of the following design level packages for the section of pathway from McInnis Parkway to the Private San Rafael Airport Grade Crossing: 100 percent revision and IFC.
2. Submission of the following design level packages from the Private San Rafael Airport Grade Crossing to Smith Ranch Road: 30 percent, 50 percent, 100 percent (incorporated into the McInnis Parkway to the Private San Rafael Airport Grade Crossing 100 percent plan revision), and IFC.
3. The pathway is primarily in the SMART right-of-way on track east from the connection at McInnis Parkway until the San Rafael Airport Roadway.
4. At the San Rafael Airport Roadway (private), pedestrians will cross the street and tracks.
5. Between the San Rafael Airport Roadway and Smith Ranch Road, the pathway will be a Class III facility on the San Rafael Airport Roadway. Consultant shall design path-of-travel across the San Rafael Airport Roadway and the SMART track to complete this section of pathway including all necessary improvements, such as striping and signage.
 - a) Develop a pathway alignment that transitions from the private roadway to SMART's property just south of Smith Ranch Road (see exhibits for detail).
6. At Smith Ranch Road, the path-of-travel shall continue along the sidewalk on the south side from the San Rafael Airport Roadway (private) to the crosswalk at the McInnis Park parking lot entrance.
 - a) Design shall include new curb ramps at the McInnis Park parking lot entrance.
 - b) Design shall include a new pedestrian crossing over the tracks. The track crossing shall include path-of-travel channelization or pedestrian gates.
 - c) A pedestrian street crossing of Smith Ranch Road is not included in the scope of work, and therefore, a traffic signal design is not needed at this location.
7. Consultant shall complete the design of the pedestrian bridge which will likely require geotechnical borings. Access for drilling will be through the SMART right-of-way which limits access by rail. The boring will only be allowed within the track envelope. SMART will assist Consultant with track access and logistics.
8. Design shall incorporate pathway connection to the existing pathway along McInnis Parkway at Bridgewater Drive.
9. For the section of the pathway that is outside of SMART's ROW on the San Rafael Airport Property:
 - a) Pathway shall be 16 feet wide
10. Environmental Permitting – Consultant shall prepare required environmental permit applications based upon existing information as soon as possible.

OPTIONAL TASK 1 (SEGMENT I)

1. Cultural Resources Compliance Assessment – Consultant will prepare a cultural resources findings technical memorandum which will detail background information and survey data or findings as required by the permitting agencies to facilitate the NHPA Section 106 consultations.

II. SEGMENTS II THROUGH VII:

Consultant shall complete design and the environmental permitting on six additional segments of pathway. Although SMART does not currently have funding to construct these segments at this time, SMART's intention is to get these segment shovel ready. The design milestones for these segments include 30 percent, 50 percent, 75 percent, 95 percent, and IFC.

SEGMENT II: MAIN STREET TO EAST RAILROAD AVENUE

1. Pathway shall be on track east.
2. Although retaining walls may be needed in every segment, assume significant retaining walls between Adobe Road and East Railroad Avenue.
3. On Main Street, SMART desires a pedestrian street crossing on track east.
 - a) If feasible both financially and physically, modifications will need to be made to the existing HAWK system to incorporate the pedestrian crosswalk including pedestrian heads, buttons, associated conduits, etc. If not feasible, grade crossing shall be designed to be controlled by a traffic signal.
 - b) Designed pathway segment shall connect into future pathway on track southeast which is currently in design and scheduled for construction in 2022.
 - c) Design a path-of-travel on track northeast that includes barriers or other pedestrian enhancements.
4. On Adobe Road, design a traffic controlled pedestrian crosswalk. A median cut shall be needed.
5. On East Railroad Avenue, determine appropriate traffic control for the pedestrian crosswalk. Crosswalk shall be just east of the existing median.

OPTIONAL TASK 2 (SEGMENT II)

1. California Department of Fish and Wildlife (CDFW) Section 2081 Incidental Take Permitting – Consultant will analyze project impacts to critical habitat for the California tiger salamander (CTS). Consultant will prepare and manage the CDFW Incidental Take Permit application and supplemental documentation.

SEGMENT III: JOE RODOTA TRAIL TO 3RD STREET

1. Pathway shall be on track west.
2. Complete sidewalk adjacent to SMART's property on the south side of 3rd Street and evaluated the track crossing for pedestrian gates. If determined to not be required, pedestrian barriers will be required.
3. Note: The City of Santa Rosa will be designing and constructing a traffic signal-controlled pedestrian crosswalk for 3rd Street along with other street improvements. Therefore, a pedestrian crosswalk is not included in the scope of work for 3rd Street.

SEGMENT IV: SANTA ROSA DOWNTOWN STATION TO 6TH STREET

1. Pathway shall be on track east.
2. On 6th Street, determine appropriate traffic control devices for the pedestrian crosswalk to connect proposed pathway into existing pathway on the north side of 6th Street.
3. Complete sidewalk adjacent to SMART's property on the east side of the track, south side of 6th Street and evaluate the track crossing for pedestrian gates. If pedestrian gates are determined to not be required, pedestrian barriers will be required.

SEGMENT V: GUERNEVILLE ROAD TO WEST STEELE LANE

1. Pathway shall be on track east.
2. On Guerneville Road, design a traffic signal-controlled pedestrian crosswalk.
 - a) This traffic signal shall be interconnected with the neighboring signals at Coffey Lane and North Dutton Avenue.
 - b) Median cut will be required.
3. On West Steele Lane, modify the existing signal at Coffey Lane to create an additional pedestrian street crossing across West Steele Lane.
 - a) There is an existing traffic signal pole on the southwest corner of West Steele Lane and Coffey Lane that may be suitable to add a mast arm to for east bound traffic.
 - b) Install a near side signal track southwest near the bus stop and create a KEEP CLEAR zone between the near and far side signals for east bound traffic.
 - c) Location will require a median cut.
 - d) Modify curb lines on the north and south side of the future crosswalk to discourage queuing on the track and create refuge for pedestrians waiting to cross the street.

OPTIONAL TASK 3 (SEGMENT V)

1. USFWS Biological Assessment/Section 7 Consultation - Consultant will prepare a Biological Assessment addressing potential effects to federally listed species to support the United States Army Corp of Engineer's (USACE) submittal to the United States Fish and Wildlife Service (USFWS) as part of consultation under Section 7 of the Endangered Species Act(ESA).
2. NMFS Habitat Comparison Memo – Consultant will prepare a summary memorandum to compare habitat conditions for fisheries as compared to previous studies. The memorandum will be suitable for the USACE to submit to the National Marine Fisheries Service (NMFS) to initiate informal consultation under Section 7 of the ESA and request a concurrence letter.

OPTIONAL TASK 4 (SEGMENT V)

1. SHPO and Tribal Section 106 Compliance – Consultant identify expanded area of potential effects in accordance with the requirements of Section 106 of the National Historic Preservation Act (NHPA) and perform necessary activities to facilitation consultations between USACE and the State Historic Preservation Officer (SHPO).

SEGMENT VI: WEST STEELE LANE TO SAN MIGUEL BOULEVARD

1. Pathway shall be on track east.

2. On Piner Road, design a traffic controlled pedestrian crosswalk. Location will require a median cut.
3. On San Miguel Boulevard, determine appropriate traffic control for the pedestrian crosswalk.

OPTIONAL TASK 3 (SEGMENT VI)

1. USFWS Biological Assessment/Section 7 Consultation - Consultant will prepare a Biological Assessment addressing potential effects to federally listed species to support the USACE submittal to the USFWS as part of consultation under Section 7 of the ESA.
2. NMFS Habitat Comparison Memo – Consultant will prepare a summary memorandum to compare habitat conditions for fisheries as compared to previous studies. The memorandum will be suitable for the USACE to submit to the NMFS to initiate informal consultation under Section 7 of the ESA and request a concurrence letter.

OPTIONAL TASK 4 (SEGMENT VI)

1. SHPO and Tribal Section 106 Compliance – Consultant identify expanded area of potential effects in accordance with the requirements of Section 106 of the NFPA and perform necessary activities to facilitation consultations between USACE and the SHPO.

OPTIONAL TASK 5 (SEGMENT VI)

1. California Department of Fish and Wildlife (CDFW) Section 2081 Incidental Take Permitting – Consultant will analyze project impacts to critical habitat for the California tiger salamander (CTS). Consultant will prepare and manage the CDFW Incidental Take Permit application and supplemental documentation.

SEGMENT VII: SAN MIGUEL BOULEVARD TO AIRPORT BOULEVARD

1. Pathway shall be on track east.
2. On Fulton Road, design a median for pedestrian refuge, and, if feasible financially and physically, modify the HAWK system to incorporate a pedestrian crosswalk. If not feasible, crosswalk shall be designed to be controlled by a traffic signal.
 - a) Special attention will need to be directed towards creating a safe pedestrian crossing including creating a sidewalk on the northeast side of the tracks. Currently, the existing sidewalk is too narrow or non-existent. Traffic lanes and/or median may need to be modified and drainage improved in order to have an ADA compliant sidewalk.
 - b) Pedestrians will cross Fulton Road north of the northern southbound existing cantilever.
3. On River Road, design a traffic signal-controlled pedestrian crossing with a median for pedestrian refuge.
 - a) Evaluate if this will be a single or double phase crossing for pedestrians.
 - b) Signal shall be interconnected to the signal on Fulton Road.
4. At Airport Station, SMART envisions a pathway behind the station platform. Special care needs to be taken to design the conflict zone between pathway users and pedestrians entering/exiting the station and parking lot.

- a) The current sidewalk between the station and Airport Boulevard may need to be modified to achieve this.
 - b) In addition, there is significant drainage behind and to the south of the station that will need to be addressed.
5. Note: A signalized pedestrian crosswalk exists at Airport Boulevard that does not need to be modified as part of this contract. In addition, pedestrian gates have already been designed for Airport Boulevard and are currently in construction.

OPTIONAL TASK 3 (SEGMENT VII)

1. USFWS Biological Assessment/Section 7 Consultation - Consultant will prepare a Biological Assessment addressing potential effects to federally listed species to support the USACE submittal to the USFWS as part of consultation under Section 7 of the ESA.
2. NMFS Habitat Comparison Memo – Consultant will prepare a summary memorandum to compare habitat conditions for fisheries as compared to previous studies. The memorandum will be suitable for the USACE to submit to the NMFS to initiate informal consultation under Section 7 of the ESA and request a concurrence letter.

OPTIONAL TASK 4 (SEGMENT VII)

1. SHPO and Tribal Section 106 Compliance – Consultant identify expanded area of potential effects in accordance with the requirements of Section 106 of the NFPA and perform necessary activities to facilitate consultations between USACE and the SHPO.

OPTIONAL TASK 6 (SEGMENT VII)

1. California Department of Fish and Wildlife (CDFW) Section 2081 Incidental Take Permitting – Consultant will analyze project impacts to critical habitat for the California tiger salamander (CTS). Consultant will prepare and manage the CDFW Incidental Take Permit application and supplemental documentation.

For all segments, the work shall comply with all of the following requirements without limitation, unless by variance with written approval by applicable governing body:

1. Federal laws
2. State laws
3. Local laws
4. Rules and regulations of governing utility districts
5. Rules and regulations of other authorities with jurisdiction over the procurement of products
6. SMART Design Criteria Manual (Document Provided in the Request for Proposals and incorporated into this contract by reference).

SERVICES TO BE PROVIDED:

The Consultant shall provide all services to complete engineering design services and support for the non-motorized pathway construction. Specifically, the Consultant will be required to complete the following tasks:

- 1. Project Management** – The consultant shall be responsible for project management activities throughout the life of the contract and the scope of activities includes, but is not limited to:
 - a) Coordination of weekly meetings with SMART staff and key Consultant design personnel including project manager and lead designers. Consultant shall prepare and circulate meeting agendas and minutes.
 - b) Coordinate work activity with the project staff.
 - c) Update SMART on the design progress and establish work priorities.
 - d) Identify key issues and major decisions and bring them to the attention of the SMART management for resolution and decision making. Consultant shall provide a recommended solution/resolution(s) for SMART's consideration.
 - e) Ensure that appropriate arrangements are made to satisfy SMART, local, state, and federal requirements for quality assurance, safety and security, and environmental compliance.
 - f) Prepare required forms. SMART will prepare GO-88B forms and applications with support from consultant.
 - g) Provide a two-week period for SMART review and comment on Segment 1 of the design review package.
 - h) Provide a four-week period for SMART review and comment on Segments 2 through 7 of the design review packages.
 - i) Additional coordination requirements:
 - i. Once the 50 percent design package has been submitted to SMART and reviewed, a walk will be conducted along each segment of pathway. This alignment walk will need to be conducted before the 75 percent drawings can be submitted. The purpose of the alignment walk is to further coordination between SMART and the Consultant and give the Consultant an opportunity to access parts of the railroad not otherwise seen.
 - ii. Site walk with regulatory agencies for wetland delineation.
 - iii. Field diagnostics for grade crossings in accordance with CPUC guidelines with SMART, CPUC, FRA, and local jurisdictions.

DELIVERABLES:

1) Before work begins, Consultant to have an accepted progress payments schedule that correlate to services to be provided.

2) Monthly status reports are to be included with each invoice that summarize work completed during the billing period, progress to date, issues, challenges, schedule update, and other relevant project management metrics to monitor the progress of the work.

- 2. Engineering Design** – Develop general project locations and design concepts and related activities needed to establish the parameters for final design such as Geometrics, Hydraulics, Geotechnical, Bridge, Traffic Operations, Electrical, etc. The designer shall focus on SMART's Design Criteria Manual, and the following:

- a) Develop Class I pathway construction drawings. These documents shall be signed and stamped by a licensed Professional Engineer registered in the state of California. Each segment of pathway shall be a standalone separate construction package. Segment I will be submitted separately, but Segments II through VII will be submitted together at each design level.
- b) Develop detailed engineering designs with sections, details, and supporting calculations.
- c) Develop supplemental specifications. SMART will provide standard specifications.
- d) Develop structural design that utilizes standard prefabricated pedestrian bridges in accordance with SMART's Design Criteria Manual matching existing SMART pedestrian bridges at Copland Creek or Hinebaugh Creek used in East Cotati to Golf Course pathway project. Free span bridge preferred. Reference SMART Design Criteria Manual for more information.
- e) Develop hydrology and hydrologic study appropriate for any drainage improvements necessary for construction of the pathway.
- f) Conduct field surveys.
- g) Conduct a geotechnical investigation and present findings in a Geotechnical Report.
- h) Consultant to prepare environmental applications and support SMART in the environmental process to the point of receiving permits from the regulatory agencies. This includes creating mitigation strategies.
- i) Create utility composite drawings that show existing utilities, existing easements, potential utility conflicts and the resolution for the conflicts, and fencing alignment.
- j) Develop grade crossing designs and complete G.O.88-B applications. Consultant shall support SMART through the approval process with the CPUC.
- k) Pathway shall meet SMART Design Criteria Manual and applicable codes. The pathway shall provide full connectivity to existing sidewalks at track or roadway pedestrian crossings.
- l) Prepare a detailed construction cost estimate, bid sheet and detailed bid descriptions for the work. The estimate shall be based upon the construction documents and shall correspond to the contract bid sheet.
- m) 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 jurisdictions requirements.
- n) Grade crossing warning system designs includes raceways, pull boxes, cameras, and foundation designs for pedestrian gates, vehicle gates, and cantilevers.

DELIVERABLES FOR SEGMENT I:

- 1. 30 percent conceptual drawings from the Private San Rafael Airport Grade Crossing to Smith Ranch Road. These shall include grade crossing concept designs for both the Private Roadway and Smith Ranch Road.
- 2. 50 percent drawing set from the Private San Rafael Airport Grade Crossing to Smith Ranch Road that includes:
 - a) Grade crossing designs for use at diagnostic meeting with the CPUC and local jurisdiction
 - b) Proposed improvements along the Private San Rafael Airport Roadway.
- 3. 100 percent design package that includes:

- a) Integration and advancement of the Private San Rafael Airport Grade Crossing to Smith Ranch Road 50 percent design with the design from McInnis Parkway to Private San Rafael Airport Grade Crossing.
- b) Revised drawings with draft bridge design to connect McInnis Pathway to SMART's ROW
- c) Draft supplemental specifications
- d) Draft environmental permits
- e) Draft mitigation strategies
- f) Draft utility composite drawings
- 4. Final legal descriptions and plats for a non-motorized pathway Exclusive Access Easement for San Rafael Airport IFC construction design package that include:
 - a) IFC drawings
 - b) Final supplemental specifications
 - c) Final environmental permits
 - d) Final mitigation strategies
 - e) Final utility composite drawings
 - f) Consultant shall assist SMART if needed in responding to questions that arise during the bid phase and prepare addendums which will be distributed by SMART as necessary.

DELIVERABLES FOR SEGMENTS II TO VII:

- 1. 30 Percent Design Package:
 - a) 30 percent conceptual drawings
 - b) These drawings are intended to discuss and determine the horizontal alignment and environmental constraints along with depicting proposed traffic control and grade crossing warning devices for each grade crossing and associated pathway crosswalk. Drawings shall depict the pathway's horizontal alignment and grade crossing design. Grade crossing sheets shall depict appropriate active and passive, pedestrian and vehicular traffic control devices including pedestrian gates along with proposed updates needed to the warning device system.
 - c) Design Memorandum to detail initial design methodologies and decisions including determination and reasoning behind selection of active and passive traffic control devices for vehicles and pedestrians, design intentions, and design constraints.
 - d) Please note: After design package is submitted the review period has concluded, there will be a working session to "page flip" through the conceptual drawings.
 - e) Electronic copy and four (4) half sized hard copies of construction plans.
- 2. 50 Percent Design Package:
 - a) 50 percent design construction plans based upon actual field survey data.
 - b) Plans shall be at the level that is acceptable to present to the CPUC, and at a minimum, they shall include: Grade crossing drawings that appropriately depict active and passive traffic control devices, including but not limited to, active, passive, and vehicular traffic control devices including pedestrian gates along with proposed updates needed to the warning device system, striping, and signage.
 - c) Draft construction cost estimate
 - d) Environmental impact mapping that includes probable wetlands, habitat, endanger species, etc.
 - e) Draft pothole plan
 - f) Draft utility composite drawings

- g) Utility relocation matrix in excel file format. Each utility must be grouped by utility owner and segment. The matrix must include milepost, pathway station, brief description of the utility, and state if the utility needs to be relocated, removed, or adjusted to grade.
 - h) Signed certification from the Consultant's design project manager that states all required documents have been included in the design package. SMART to provide certification form for submission.
 - i) Electronic copy and four (4) half sized hard copies of construction plans and construction cost estimate.
 - j) Please note: After the package has been reviewed by SMART, an alignment walk will be conducted with SMART.
3. 75 Percent Design Package:
- a) 75 percent design construction plans
 - b) Updated draft construction cost estimate
 - c) Draft CPUC G.O.88-B applications including the documents listed on the CPUC's Pre-emption checklist, which includes, when applicable, preemption calculation measurement exhibit, signage and striping plan, traffic signal plan/phasing diagram, and design-vehicle turning templates (preemption calculations will be provided by governing jurisdictions where applicable).
 - d) Draft geotechnical report
 - e) Draft Hydrology and Hydraulics report (H&H)
 - f) Updated draft utility composite drawings
 - g) Updated draft utility relocation matrix in excel file format
 - h) Draft supplemental specifications
 - i) Draft environmental permits
 - j) Signed certification from the Consultant's design project manager that states all required documents have been included in the design package
 - k) Electronic copy, four (4) half sized hard copies of plan, and two (2) copies of preliminary or draft studies and specifications.
4. 95 Percent Design Package:
- a) 95 percent design construction plans
 - b) Detailed draft construction cost estimate with a detailed bid sheet and bid item descriptions
 - c) Final utility composite drawings
 - d) Final utility relocation matrix in excel and PDF format. In PDF format, each segment will have its own file. Files must include composite drawings identifying conflicts and resolutions to be incorporated into the pathway design.
 - e) Final G.O.88-B applications and associated documentation
 - f) Updated draft geotechnical report
 - g) Updated draft Hydrology and Hydraulics report (H&H)
 - h) Updated draft supplemental specifications
 - i) Signed certification from the Consultant's design project manager that states all required documents have been included in the design package
 - j) Electronic copy, four (4) half sized hard copies of plan, and two (2) copies of Studies and specifications
5. IFC Design Package:
- a) IFC design construction plans
 - b) Engineers final cost estimate with detailed bid sheet and bid item description
 - c) Final Geotechnical Report

- d) Final Hydrology and Hydraulics Report (H&H)
- e) Final environmental permits
- f) Final supplemental specifications
- g) Signed certification from the Consultant's design project manager that states all required documents have been included in the design package
- h) Electronic copy, four (4) half sized hard copies of plan, two (2) full sized hard copies of plan, two (2) final hard copies of Studies, two (2) copies of Engineers Cost Estimate, and two (2) copies of the specifications. All IFC deliverables shall be signed and stamped by a licensed California Engineer, as appropriate, by the designer.
- i) The electronic copy of the plans shall be provided as both AutoCAD files and PDF files, and the electronic copy of the specifications shall be provided in both Microsoft Word format and PDF format.

In order to complete the engineering design and create a buildable project, the following additional services and deliverables will be required:

- 1. Surveys and Mapping** – The Consultant shall be responsible for data collection, mapping, and surveying necessary for engineering, design, cost estimates, right-of-way impacts, and the necessary level of environmental clearance. The scope of comprehensive base mapping and surveying includes but is not limited to Control Surveys, Design Level Topographic Surveys, Right-of-Way Retracement, , and a Record of Survey.

DELIVERABLE: AutoCAD format copy of final topographical survey compatible with SMARTs existing base file system. The survey shall use SMARTs drawing standards (drawing entity layers, file naming and xref pathing, and coordinate basis) to match existing topographic base mapping. All surveying will be NAD83 coordinate basis and tied to SMARTs existing survey control system.

- 2. Potholing** – The Consultant shall be responsible to identify pothole where utility conflicts are anticipated, or where the design dictates underground structures such as, but not limited to, signal foundations, traffic pole foundations, and bridge piles. The consultant team shall deem where to allocate the 30 potholes to create a constructable design.

DELIVERABLE: Draft potholing plan

- 3. Environmental Permit Applications and Mitigation Strategies** – The consultant team shall prepare the necessary environmental permit applications required for the construction of all segments. This will require Developing environmental mitigation plans and permits that identify all required mitigation with options for fulfilling them. Please see reference the “Natural Environmental Study - July 2014” which is incorporated into this contract by reference (Provided in the Request for Proposal) that was prepared as part of NEPA environmental study. Consultant shall assist SMART through the approval process.

DELIVERABLE: Final environmental permits and mitigation strategies

- 4. Utility Coordination** – Prepare utility composite improvement plans that are suitable to be submitted to utility companies in accordance with their requirements. Identify all potential utility conflicts and develop relocations for each conflict. Plan shall include existing utilities, identify utility conflicts and relocation requirements, existing easements, and fencing layout.

DELIVERABLE: Utility composite drawings

- 5. Coordination with Adjacent Properties** – Assist the SMART team in any effort needed to coordinate with adjacent property owners to establish modifications required in front of their property such as fence relocations, mailbox relocation, or tree removal. The effort will include maps, plans, details, etc. SMART will remain the sole point of contact to property owners.

- 6. Grade Crossing Design** – Consultant shall determine active, passive, and vehicular traffic control treatments for each grade crossing and crosswalk and prepare G.O.88-B grade crossing applications. Please note: Revisions to the final G.O.88-B applications along with additional diagnostic meetings may be requested by the regulatory agencies in addition to the deliverables listed above in Section 2 - Engineering Design. It is the designer's responsibly to support SMART through the approval process. The following locations will require analysis and G.O. 88-B applications:

- a) San Rafael Airport Driveway (Private), San Rafael
- b) Smith Ranch Road, San Rafael
- c) Main Street, Penngrove
- d) Adobe Road, Penngrove
- e) East Railroad Avenue, Penngrove
- f) 3rd Street, Santa Rosa
- g) 6th Street, Santa Rosa
- h) Guerneville Road, Santa Rosa
- i) West Steele Lane, Santa Rosa
- j) Piner Road, Santa Rosa
- k) San Miguel Boulevard, Santa Rosa
- l) Fulton Road, Fulton
- m) River Road, Fulton

DELIVERABLE: Completed G.O.88-B applications

Additional Information:

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

Quality Control/Assurance Measures – Implementing and maintaining quality control procedures to manage conflicts, ensure product accuracy, and identify critical reviews and

milestones. Also, provide knowledge, experience, and familiarity Quality Control and Quality Assurance (QC/QA) for California Test Methods and laboratory.

Materials to be provided by the Agency – Unless otherwise specified in this Contract, the Consultant shall provide all materials to complete the required work in accordance with the delivery schedule and cost estimate outlined in each Task Order. Materials (if deemed applicable, necessary, and when available from the Sonoma-Marín Area Rail Transit District) that may be furnished or made available by the Sonoma-Marín Area Rail Transit District, and where listed in the individual Task Orders and this Contract, are for the Consultant's use only, shall be returned at the end of the Contract.

Key Assumptions and Exclusions:

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

- Signal warrants for the new signals at Adobe Road, Guerneville Road, Steele Lane, and River Road are not needed and are not included as part of our scope of services.
- Consultants will be provided access to SMART's existing delineation data, habitat data, and riparian vegetation data (in CAD or GIS) from IOS-1 North and/or the prior Pathways NES.
- Access to all of the project study area will be granted prior to the field surveys.
- No focused species surveys or protocol-level presence/absence surveys for wildlife species will be performed.
- Traffic counts and analysis of existing traffic patterns will not be required for the signal work or the grading crossing work.
- SMART will lead the grade crossing coordination effort with the CPUC and the affected agencies.
- Grade crossing construction document development for Segment 4 is excluded.
- The environmental baseline studies and impacts analysis services will involve studying and processing Segments 5, 6, and 7 as a single segment.
- Environmental permitting is not required for Segments 3 and 4.

**EXHIBIT B
SCHEDULE OF RATES**

Payment will be made on a milestone basis in accordance with the tasks identified in Section I “Milestone Payment Schedule” below.

SEGMENT 1 – MCINNIS PARKWAY TO SMITH RANCH ROAD (~0.74 Miles)	
Task 1: Engineering Design	
<i>Milestones</i>	<i>Lump Sum Fee</i>
30 Percent Design Level Package	\$79,354.00
50 Percent Design Level Package	\$62,943.00
100 Percent Design Level Package	\$32,294.00
IFC Percent Design Level Package	\$9,762.00
Task 2: Environmental Permitting and Mitigation	
<i>Milestones</i>	<i>Lump Sum Fee</i>
Environmental Permitting and Mitigation	\$124,975.00
SEGMENT 1 TOTAL (Task 1 + Task 2)	
TOTAL SEGMENT 1 FEE	\$309,328.00

SEGMENT 2 – MAIN STREET TO E. RAILROAD AVENUE (~1.48 Miles)	
Task 1: Engineering Design	
<i>Milestones</i>	<i>Lump Sum Fee</i>
30 Percent Design Level Package	\$250,952.00
50 Percent Design Level Package	\$80,562.00
75 Percent Design Level Package	\$29,189.00
95 Percent Design Level Package	\$77,354.00
IFC Percent Design Level Package	\$10,214.00
Task 2: Environmental Permitting and Mitigation	
<i>Milestones</i>	<i>Lump Sum Fee</i>
Environmental Permitting and Mitigation	\$130,728.00
SEGMENT 2 TOTAL (Task 1 + Task 2)	
TOTAL SEGMENT 2 FEE	\$578,999.00

SEGMENT 3 – JOE RODOTA TRAIL TO W. 3rd STREET (~0.06 Miles)	
Task 1: Engineering Design	
<i>Milestones</i>	<i>Lump Sum Fee</i>
30 Percent Design Level Package	\$17,330.00

50 Percent Design Level Package	\$24,295.00
75 Percent Design Level Package	\$4,063.00
95 Percent Design Level Package	\$10,420.00
IFC Percent Design Level Package	\$1,768.00
Task 2: Environmental Permitting and Mitigation	
<i>Milestones</i>	<i>Lump Sum Fee</i>
Environmental Permitting and Mitigation	\$0
SEGMENT 3 TOTAL (Task 1 + Task 2)	
TOTAL SEGMENT 3 FEE	\$57,876.00

SEGMENT 4 – SANTA ROSA DOWNTOWN STATION TO 6th STREET (~0.04 Miles)	
Task 1: Engineering Design	
<i>Milestones</i>	<i>Lump Sum Fee</i>
30 Percent Design Level Package	\$22,093.00
50 Percent Design Level Package	\$11,298.00
75 Percent Design Level Package	\$2,779.00
95 Percent Design Level Package	\$7,827.00
IFC Percent Design Level Package	\$510.00
Task 2: Environmental Permitting and Mitigation	
<i>Milestones</i>	<i>Lump Sum Fee</i>
Environmental Permitting and Mitigation	\$0.00
SEGMENT 4 TOTAL (Task 1 + Task 2)	
TOTAL SEGMENT 4 FEE	\$44,507

SEGMENT 5 – GUERNEVILLE ROAD TO W. STEELE LANE (~0.32 Miles)	
Task 1: Engineering Design	
<i>Milestones</i>	<i>Lump Sum Fee</i>
30 Percent Design Level Package	\$110,712.00
50 Percent Design Level Package	\$40,935.00
75 Percent Design Level Package	\$20,530.00
95 Percent Design Level Package	\$51,427.00
IFC Percent Design Level Package	\$10,163.00
Task 2: Environmental Permitting and Mitigation	
<i>Milestones</i>	<i>Lump Sum Fee</i>
Environmental Permitting and Mitigation	\$116,846.00
SEGMENT 5 TOTAL (Task 1 + Task 2)	
TOTAL SEGMENT 5 FEE	\$350,613.00

SEGMENT 6 – W. STEELE LANE TO SAN MIGUEL ROAD (~1.2 Miles)	
Task 1: Engineering Design	
<i>Milestones</i>	<i>Lump Sum Fee</i>
30 Percent Design Level Package	\$218,496.00
50 Percent Design Level Package	\$48,376.00
75 Percent Design Level Package	\$16,473.00
95 Percent Design Level Package	\$46,069.00
IFC Percent Design Level Package	\$3,351.00
Task 2: Environmental Permitting and Mitigation	
<i>Milestones</i>	<i>Lump Sum Fee</i>
Environmental Permitting and Mitigation	\$118,014.00
SEGMENT 6 TOTAL (Task 1 + Task 2)	
TOTAL SEGMENT 6 FEE	\$450,779.00

SEGMENT 7 – SAN MIGUEL ROAD TO AIRPORT BOULEVARD (~3.1 Miles)	
Task 1: Engineering Design	
<i>Milestones</i>	<i>Lump Sum Fee</i>
30 Percent Design Level Package	\$290,856.00
50 Percent Design Level Package	\$97,572.00
75 Percent Design Level Package	\$26,723.00
95 Percent Design Level Package	\$67,643.00
IFC Percent Design Level Package	\$12,524.00
Task 2: Environmental Permitting and Mitigation	
<i>Milestones</i>	<i>Lump Sum Fee</i>
Environmental Permitting and Mitigation	\$128,672.00
SEGMENT 7 TOTAL (Task 1 + Task 2)	
TOTAL SEGMENT 7 FEE	\$623,990.00

TOTAL FEE FOR SEGMENTS 1 - 7	\$2,416,092
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OPTIONAL ENVIRONMENTAL TASKS			
<i>Optional Task #</i>	<i>Task Description</i>	<i>Segment</i>	<i>Lump Sum Fee</i>
1	Cultural Resources Compliance Assessment	1	\$21,000.00
2	CDFW 2081 Permitting (CTS) - Development of design will determine if CTS critical habitat will be impacted. If impacted, CTS permitting will be required	2	\$18,000.00
3	USFWS and NMFS Section 7 Consultants	5/6/7	\$48,000.00
4	SHPO and Tribal Section 106 Compliance	5/6/7	\$16,500.00
5	CDFW 2081 Permitting (CTS) - Development of design will determine if CTS critical habitat will be impacted. If impacted, CTS permitting will be required	6	\$18,000.00
6	CDFW 2081 Permitting (CTS) - Development of design will determine if CTS critical habitat will be impacted. If impacted, CTS permitting will be required	7	\$18,000.00
TOTAL			\$139,500.00

The Optional Environmental Tasks listed in the above table may be required during the course of the Consultant's services under this Agreement. SMART must provide written authorization and approval to the Consultant if any of these Optional Environmental Tasks become required prior to the work being performed.

*The following pages consist of the cost roll-up for Total Fees for Segments 1-7 and the Optional Environmental Tasks. SMART payment is based on the milestone payment schedule.

COST PROPOSAL
LUMP SUM CONTRACTS

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

Consultant BKF Engineers
Project No. BKF No. 20212037 Contract No. CV-PS-21-003 Date 1/5/2022

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Senior Associate	Jason Kirchmann*	434	\$85.31	\$37,024.54
Senior Associate	Jaggi Bhandal*	102	\$85.31	\$8,701.62
Project Manager	Rebecca Dower*	768	\$70.00	\$53,760.00
Senior Project Engineer	Benjamin Kerstetter*	612	\$55.50	\$33,966.00
Project Engineer	James Petersen	146	\$47.50	\$6,935.00
Design Engineer	Bryan LoCoco	1,046	\$41.00	\$42,886.00
Two Person Field Crew	TBD**	92	\$100.29	\$9,226.68
				\$0.00

LABOR COSTS

a) Subtotal Direct Labor Costs \$192,499.84
b) Anticipated Salary Increases (see page 2 for calculation) \$4,812.50
c) TOTAL DIRECT LABOR COSTS [(a) + (b)] \$197,312.34

INDIRECT COSTS

d) Fringe Benefits (Rate:) e) Total Fringe Benefits [(c) x (d)] \$0.00
f) Overhead (Rate: 189.88%) g) Overhead [(c) x (f)] \$374,656.66
h) General and Administrative (Rate:) i) Gen & Admin [(c) x (h)] \$0.00
j) TOTAL INDIRECT COSTS [(e) + (g) + (i)] \$374,656.66

FIXED FEE 10.00% k) TOTAL FIXED FEE [(c) + (j)] x (q)] \$57,196.90

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

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs	680	miles	\$0.56	\$380.80
Equipment Rental and Supplies			\$0.56	\$0.00
Permit Fees				\$0.00
Plan Sheets	490	each	\$12.00	\$5,880.00
Other	1	each	\$92.40	\$92.40
l) TOTAL OTHER DIRECT COSTS				\$6,353.20

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

WRA	\$	565,033
Cornerstone Structural Engineering Group	\$	303,644
Alta	\$	362,327
JMA Civil	\$	202,957
Engeo	\$	234,399
Cinquini & Passarino	\$	112,214
m) TOTAL SUBCONSULTANTS' COSTS		\$1,780,573

n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l)+(m)] \$1,786,926.10

TOTAL COST [(c) + (j) + (k) + (n)] \$2,416,092.00

NOTES:

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

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

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

Page 65 of 133

per Cost Proposal	per Cost Proposal		Rate	Duration
\$192,499.84	3200	=	\$60.16	Year 1 Avg Hourly Rate

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

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$60.16	+	5.0%	=	\$63.16	Year 2 Avg Hourly Rate
Year 2	\$63.16	+	5.0%	=	\$66.32	Year 3 Avg Hourly Rate
Year 3	\$66.32	+	5.0%	=	\$69.64	Year 4 Avg Hourly Rate
Year 4	\$69.64	+	5.0%	=	\$73.12	Year 5 Avg Hourly Rate

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

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	50.00%	*	3200.0	=	1600.0	Estimated Hours Year 1
Year 2	50.00%	*	3200.0	=	1600.0	Estimated Hours Year 2
Year 3	0.00%	*	3200.0	=	0.0	Estimated Hours Year 3
Year 4	0.00%	*	3200.0	=	0.0	Estimated Hours Year 4
Year 5	0.00%	*	3200.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	3200.0	

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

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$60.16	*	1600.0	=	\$96,249.92	Estimated Hours Year 1
Year 2	\$63.16	*	1600.0	=	\$101,062.42	Estimated Hours Year 2
Year 3	\$66.32	*	0.0	=	\$0.00	Estimated Hours Year 3
Year 4	\$69.64	*	0.0	=	\$0.00	Estimated Hours Year 4
Year 5	\$73.12	*	0.0	=	\$0.00	Estimated Hours Year 5
Total Direct Labor Cost with Escalation				=	\$197,312.34	
Direct Labor Subtotal before Escalation				=	\$192,499.84	
Estimated total of Direct Labor Salary Increase				=	\$4,812.50	Transfer to Page 1

NOTES:

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

Certification of Direct Costs:


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

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

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

Prime Consultant or Subconsultant Certifying:

Name: Jason Kirchmann Title *: Senior Associate / Project Executive

Signature :  Date of Certification (mm/dd/yyyy): 1/6/2022

Email: jkirchmann@bkf.com Phone Number: 707-583-8515

Address: 200 4th Street, Suite 300, Santa Rosa, CA 95401

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

List services the consultant is providing under the proposed contract:

Design and Permitting of 7 pathway segments

EXHIBIT 10-H1 COST PROPOSAL PAGE 1 OF 2
COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS
 (DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

☐ Prime Consultant☒ Subconsultant☐ 2nd Tier SubconsultantConsultant **WRA, Inc.**

Project No.: TBD

Contract No. Solicitation # CV-PS-21-003

Date: 1/5/2022

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Principal*	Leslie Allen	485	\$75.96	\$36,840.60
Senior Associate*	Bianca Clarke	455	\$54.97	\$25,011.35
Senior Environmental Planner	Rob Carnachan	15	\$64.90	\$973.50
Senior Restoration Designer	Brian Bartell	40	\$63.32	\$2,532.80
Senior Associate	Peter Kobylarz	24	\$55.96	\$1,343.04
Senior Associate	Jason Yakich	10	\$54.60	\$546.00
GIS Professional II	Christopher Zumwalt	80	\$45.74	\$3,659.20
Associate	Scott Yarger	34	\$42.64	\$1,449.76
Senior Scientist	Jemma Williams	190	\$38.06	\$7,231.40
Senior Scientist	Brian Kearns	8	\$36.46	\$291.68
Scientist	Liz Allen	230	\$33.65	\$7,739.50
Landscape Designer I	Derrell Griffen	80	\$28.84	\$2,307.20
Landscape Designer I	Cody Lambrecht	80	\$28.84	\$2,307.20
Technician	Eliza Schlein	190	\$28.43	\$5,401.70
Technician	Carla Angulo	83	\$27.64	\$2,294.12
Clerical Support	[classification]	8	\$44.25	\$354.00
		2012		

LABOR COSTS

a) Subtotal Direct Labor Costs

\$100,283.05

b) Anticipated Salary Increases (see page 2 for sample)

\$3,559.26

c) TOTAL DIRECT LABOR COSTS [(a) + (b)] \$103,842.31**INDIRECT COSTS**

d) Fringe Benefits

(Rate: 65.32%)

e) Total Fringe Benefits [(c) x (d)]

\$67,829.80

f) Overhead

(Rate: 0.00%)

g) Overhead [(c) x (f)]

\$0.00

h) General and Administrative

(Rate: 118.33%)

i) Gen & Admin [(c) x (h)]

\$122,876.61

j) TOTAL INDIRECT COSTS [(e) + (g) + (i)] \$190,706.40**FIXED FEE****k) TOTAL FIXED PROFIT [(c) + (j)] x fixed fee**

10.00%

\$29,454.87

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

Description	Quantity	Unit	Unit Cost	Total
Mileage Costs	3555	miles	\$0.560	\$1,990.80
Road Tolls	18	each	\$6.000	\$108.00
Equipment Rental and Supplies	14	day	\$100.000	\$1,400.00
				\$0.00
TOTAL OTHER DIRECT COSTS				\$3,498.80

m) SUBCONSULTANT'S COSTS

Subconsultant 1	Stantec	\$237,531.00
Subconsultant 2		
TOTAL SUBCONSULTANT'S COSTS		\$237,531.00

n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l)+(m)] \$241,029.80**TOTAL COST [(c) + (j) + (k) + (n)]** \$565,033.38**NOTES:**

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

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

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

Direct Labor <u>Subtotal</u> per Cost Proposal	Total Hours per Cost Proposal		Avg Hourly Rate	5 Year Contract Duration
\$100,283.05	2012	=	\$49.84	Year 1 Avg Hourly Rate

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

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$49.84	+	3.5%	=	\$51.59	Year 2 Avg Hourly Rate
Year 2	\$51.59	+	3.5%	=	\$53.39	Year 3 Avg Hourly Rate
Year 3	\$53.39	+	3.5%	=	\$55.26	Year 4 Avg Hourly Rate
Year 4	\$55.26	+	3.5%	=	\$57.20	Year 5 Avg Hourly Rate

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

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	35.00%	*	2012.0	=	704.2	Estimated Hours Year 1
Year 2	35.00%	*	2012.0	=	704.2	Estimated Hours Year 2
Year 3	25.00%	*	2012.0	=	503.0	Estimated Hours Year 2
Year 4	5.00%	*	2012.0	=	100.6	Estimated Hours Year 2
Year 5	0.00%	*	2012.0	=	0.0	Estimated Hours Year 2
Total	100%		Total	=	2012.0	

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

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$49.84	*	704	=	\$35,099.07	Estimated Hours Year 1
Year 2	\$51.59	*	704	=	\$36,327.53	Estimated Hours Year 2
Year 3	\$53.39	*	503	=	\$26,856.43	Estimated Hours Year 2
Year 4	\$55.26	*	101	=	\$5,559.28	Estimated Hours Year 2
Year 5	\$57.20	*	0	=	\$0.00	Estimated Hours Year 2
Total Direct Labor Cost with Escalation				=	\$103,842.31	
Direct Labor Subtotal before Escalation				=	\$100,283.05	
Estimated total of Direct Labor Salary Increase				=	\$3,559.26	Transfer to Page 1

Exhibit 10-H1 Cost Proposal

Page 1 of 2

Actual Cost-Plus-Fixed Fee or lump sum (Firm Fixed Price) Contracts Marin-Sonoma County Pathway Design & Permitting Structural Engineering Design Services

Note: Mark-ups are Not Allowed

☐

Prime Consultant

☒

Subconsultant

☐

2nd Tier Subconsultant

Consultant Cornerstone Structural Engineering Group

Project No. CV-PS-21-003

Contract No. CV-PS-21-003

Date 12/15/2021

Project Name: McInnis Parkway at Bridgewater Drive to Smith Ranch Road

DIRECT LABOR

Classification/Title	Name	Hours	Range	Actual Hourly Rate	Total
Principal	S. Cullers	26.50	65.00 - 80.00	\$ 65.77	\$ 1,742.91
Senior Engineer	M. Weaver	102.00	45.00 - 55.00	\$ 50.77	\$ 5,178.54
Staff Engineer		116.00	40.00 - 50.00	\$ 39.81	\$ 4,617.96
SDII		68.00	35.00 - 45.00	\$ 38.94	\$ 2,647.92
Principal	QC/QA Manager	13.00	65.00 - 80.00	\$ 78.03	\$ 1,014.39
Project Engineer		30.00	45.00 - 55.00	\$ 48.17	\$ 1,445.10

Total Hours 355.50

LABOR COSTS

a) Subtotal Direct Labor Costs	\$ 16,646.82
b) Anticipated Salary Increases (SEE SALARY ESCALATION)	\$ -
c) TOTAL DIRECT LABOR COSTS [(a) + (b)]	\$ 16,646.82

INDIRECT COSTS

d) Fringe Benefits %	47.79%	e) Total Fringe Benefits [(c) x (d)]	\$ 7,955.51
f) Overhead%	97.11%	g) Overhead [(c) x (f)]	\$ 16,165.72
h) General and Administrative%	54.59%	i) Gen & Admin [(c) x (h)]	\$ 9,087.50
j) TOTAL INDIRECT COSTS [(e) + (g) + (i)]			\$ 33,208.73

FIXED FEE

k) TOTAL FIXED FEE [(c) + (j)] x fixed fee = 10% \$ 4,985.55

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

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage	868	Miles	\$ 0.55	\$ 477.40
Lodging	0	Each	\$ 250.00	\$ -
Per Diem	0	Each	\$ 45.00	\$ -
Shipping	3	Each	\$ 30.00	\$ 90.00
Copies	772	Each	\$ 0.15	\$ 115.80
Plots (Bond)	6	Sheet	\$ 9.00	\$ 54.00
Plots (Film)	6	Sheet	\$ 18.00	\$ 108.00

l) TOTAL OTHER DIRECT COSTS \$ 845.20

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

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

m) TOTAL SUBCONSULTANTS' COSTS \$ -

n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)] \$ 845.20

TOTAL COST [(c) + (j) + (k) + (n)] \$ 55,686.30

NOTES:

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

Exhibit 10-H1

Page 2 of 2

Consultant	Cornerstone Structural Engineering Group		
Project No.	CV-PS-21-003	Contract No.	CV-PS-21-003
Project Name:	McInnis Parkway at Bridgewater Drive to Smith Ranch Road		
		Date	12/15/2021

Certification of Direct Costs:

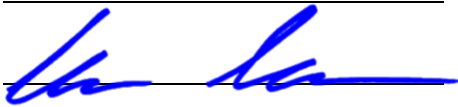
I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

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

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

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

Prime Consultant or Subconsultant Certifying:

Name:	<u>Shawn M. Cullers</u>	Title*:	<u>President</u>
Signature:		Date of Certification (mm/dd/yyyy):	<u>12/15/2021</u>
Email:	<u>scullers@cseg.com</u>	Phone Number:	<u>559-320-3200</u>
Address:	<u>986 W Alluvial Avenue, Suite 201, Fresno CA 93711</u>		

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

List Services the consultant is providing under the proposed contract:

Structural engineering design services for the structures listed in the Scope of Work dated December 15, 2021

Exhibit 10-H1 Cost Proposal

Page 1 of 2

Actual Cost-Plus-Fixed Fee or lump sum (Firm Fixed Price) Contracts Marin-Sonoma County Pathway Design & Permitting Structural Engineering Design Services

Note: Mark-ups are Not Allowed

☐

Prime Consultant

☒

Subconsultant

☐

2nd Tier Subconsultant

Consultant Cornerstone Structural Engineering Group

Project No. CV-PS-21-003

Contract No. CV-PS-21-003

Date 12/15/2021

Project Name: Main Street to East Railroad Avenue

DIRECT LABOR

Classification/Title	Name	Hours	Range	Actual Hourly Rate	Total
Principal	S. Cullers	31.00	65.00 - 80.00	\$ 65.77	\$ 2,038.87
Senior Engineer	M. Weaver	135.00	45.00 - 55.00	\$ 50.77	\$ 6,853.95
Staff Engineer		284.00	40.00 - 50.00	\$ 39.81	\$ 11,306.04
SDII		64.00	35.00 - 45.00	\$ 38.94	\$ 2,492.16
Principal	QC/QA Manager	23.00	65.00 - 80.00	\$ 78.03	\$ 1,794.69
Project Engineer		36.00	45.00 - 55.00	\$ 48.17	\$ 1,734.12

Total Hours 573.00

LABOR COSTS

a) Subtotal Direct Labor Costs	\$ 26,219.83
b) Anticipated Salary Increases (SEE SALARY ESCALATION)	\$ -
c) TOTAL DIRECT LABOR COSTS [(a) + (b)]	\$ 26,219.83

INDIRECT COSTS

d) Fringe Benefits %	47.79%	e) Total Fringe Benefits [(c) x (d)]	\$ 12,530.46
f) Overhead%	97.11%	g) Overhead [(c) x (f)]	\$ 25,462.08
h) General and Administrative%	54.59%	i) Gen & Admin [(c) x (h)]	\$ 14,313.41
j) TOTAL INDIRECT COSTS [(e) + (g) + (i)]			\$ 52,305.94

FIXED FEE

k) TOTAL FIXED FEE [(c) + (j)] x fixed fee = 10% \$ 7,852.58

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

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage	434	Miles	\$ 0.55	\$ 238.70
Lodging	0	Each	\$ 250.00	\$ -
Per Diem	0	Each	\$ 45.00	\$ -
Shipping	2	Each	\$ 30.00	\$ 60.00
Copies	1350	Each	\$ 0.15	\$ 202.50
Plots (Bond)	16	Sheet	\$ 9.00	\$ 144.00
Plots (Film)	16	Sheet	\$ 18.00	\$ 288.00

l) TOTAL OTHER DIRECT COSTS \$ 933.20

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

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

m) TOTAL SUBCONSULTANTS' COSTS \$ -

n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)] \$ 933.20

TOTAL COST [(c) + (j) + (k) + (n)] \$ 87,311.55

NOTES:

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

Exhibit 10-H1

Page 2 of 2

Consultant	Cornerstone Structural Engineering Group		
Project No.	CV-PS-21-003	Contract No.	CV-PS-21-003
Project Name:	Main Street to East Railroad Avenue		
		Date	12/15/2021

Certification of Direct Costs:


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

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

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

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

Prime Consultant or Subconsultant Certifying:

Name:	<u>Shawn M. Cullers</u>	Title*:	<u>President</u>
Signature:		Date of Certification (mm/dd/yyyy):	<u>12/15/2021</u>
Email:	<u>scullers@cseg.com</u>	Phone Number:	<u>559-320-3200</u>
Address:	<u>986 W Alluvial Avenue, Suite 201, Fresno CA 93711</u>		

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

List Services the consultant is providing under the proposed contract:

Structural engineering design services for the structures listed in the Scope of Work dated December 15, 2021

Exhibit 10-H1 Cost Proposal

Page 1 of 2

Actual Cost-Plus-Fixed Fee or lump sum (Firm Fixed Price) Contracts Marin-Sonoma County Pathway Design & Permitting Structural Engineering Design Services

Note: Mark-ups are Not Allowed

☐

Prime Consultant

☒

Subconsultant

☐

2nd Tier Subconsultant

Consultant Cornerstone Structural Engineering Group

Project No. CV-PS-21-003

Contract No. CV-PS-21-003

Date 12/15/2021

Project Name: Joe Rodota Trail to 3rd Street

DIRECT LABOR

Classification/Title	Name	Hours	Range	Actual Hourly Rate	Total
Principal	S. Cullers	7.00	65.00 - 80.00	\$ 65.77	\$ 460.39
Senior Engineer	M. Weaver	29.00	45.00 - 55.00	\$ 50.77	\$ 1,472.33
Staff Engineer		66.00	40.00 - 50.00	\$ 39.81	\$ 2,627.46
SDII		0.00	35.00 - 45.00	\$ 38.94	\$ -
Principal	QC/QA Manager	5.50	65.00 - 80.00	\$ 78.03	\$ 429.17
Project Engineer		8.00	45.00 - 55.00	\$ 48.17	\$ 385.36

Total Hours 115.50

LABOR COSTS

a) Subtotal Direct Labor Costs	\$ 5,374.71
b) Anticipated Salary Increases (SEE SALARY ESCALATION)	\$ -

c) **TOTAL DIRECT LABOR COSTS** [(a) + (b)] \$ 5,374.71

INDIRECT COSTS

d) Fringe Benefits %	47.79%	e) Total Fringe Benefits [(c) x (d)]	\$ 2,568.57
f) Overhead%	97.11%	g) Overhead [(c) x (f)]	\$ 5,219.38
h) General and Administrative%	54.59%	i) Gen & Admin [(c) x (h)]	\$ 2,934.05

j) **TOTAL INDIRECT COSTS** [(e) + (g) + (i)] \$ 10,722.00

FIXED FEE

k) **TOTAL FIXED FEE** [(c) + (j)] x fixed fee = 10% \$ 1,609.67

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

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage	0	Miles	\$ 0.55	\$ -
Lodging	0	Each	\$ 250.00	\$ -
Per Diem	0	Each	\$ 45.00	\$ -
Shipping	2	Each	\$ 30.00	\$ 60.00
Copies	698	Each	\$ 0.15	\$ 104.70
Plots (Bond)	6	Sheet	\$ 9.00	\$ 54.00
Plots (Film)	6	Sheet	\$ 18.00	\$ 108.00

i) **TOTAL OTHER DIRECT COSTS** \$ 326.70

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

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

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

n) **TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS** [(l) + (m)] \$ 326.70

TOTAL COST [(c) + (j) + (k) + (n)] \$ 18,033.07

NOTES:

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

Exhibit 10-H1

Page 2 of 2

Consultant	Cornerstone Structural Engineering Group		
Project No.	CV-PS-21-003	Contract No.	CV-PS-21-003
Project Name:	Joe Rodota Trail to 3rd Street		
		Date	12/15/2021

Certification of Direct Costs:


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

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

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Prime Consultant or Subconsultant Certifying:

Name:	<u>Shawn M. Cullers</u>	Title*:	<u>President</u>
Signature:		Date of Certification (mm/dd/yyyy):	<u>12/15/2021</u>
Email:	<u>scullers@cseg.com</u>	Phone Number:	<u>559-320-3200</u>
Address:	<u>986 W Alluvial Avenue, Suite 201, Fresno CA 93711</u>		

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

List Services the consultant is providing under the proposed contract:

Structural engineering design services for the structures listed in the Scope of Work dated December 15, 2021.

Exhibit 10-H1 Cost Proposal

Page 1 of 2

Actual Cost-Plus-Fixed Fee or lump sum (Firm Fixed Price) Contracts Marin-Sonoma County Pathway Design & Permitting Structural Engineering Design Services

Note: Mark-ups are Not Allowed

☐

Prime Consultant

☒

Subconsultant

☐

2nd Tier Subconsultant

Consultant Cornerstone Structural Engineering Group

Project No. CV-PS-21-003

Contract No. CV-PS-21-003

Date 12/15/2021

Project Name: West Steele Lane to San Miguel Road

DIRECT LABOR

Classification/Title	Name	Hours	Range	Actual Hourly Rate	Total
Principal	S. Cullers	20.50	65.00 - 80.00	\$ 65.77	\$ 1,348.29
Senior Engineer	M. Weaver	84.00	45.00 - 55.00	\$ 50.77	\$ 4,264.68
Staff Engineer		164.00	40.00 - 50.00	\$ 39.81	\$ 6,528.84
SDII		64.00	35.00 - 45.00	\$ 38.94	\$ 2,492.16
Principal	QC/QA Manager	19.00	65.00 - 80.00	\$ 78.03	\$ 1,482.57
Project Engineer		24.00	45.00 - 55.00	\$ 48.17	\$ 1,156.08

Total Hours 375.50

LABOR COSTS

a) Subtotal Direct Labor Costs	\$ 17,272.62
b) Anticipated Salary Increases (SEE SALARY ESCALATION)	\$ -
c) TOTAL DIRECT LABOR COSTS [(a) + (b)]	\$ 17,272.62

INDIRECT COSTS

d) Fringe Benefits %	47.79%	e) Total Fringe Benefits [(c) x (d)]	\$ 8,254.58
f) Overhead%	97.11%	g) Overhead [(c) x (f)]	\$ 16,773.44
h) General and Administrative%	54.59%	i) Gen & Admin [(c) x (h)]	\$ 9,429.12
j) TOTAL INDIRECT COSTS [(e) + (g) + (i)]			\$ 34,457.14

FIXED FEE

k) TOTAL FIXED FEE [(c) + (j)] x fixed fee = 10% \$ 5,172.98

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

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage	0	Miles	\$ 0.55	\$ -
Lodging	0	Each	\$ 250.00	\$ -
Per Diem	0	Each	\$ 45.00	\$ -
Shipping	2	Each	\$ 30.00	\$ 60.00
Copies	1200	Each	\$ 0.15	\$ 180.00
Plots (Bond)	6	Sheet	\$ 9.00	\$ 54.00
Plots (Film)	6	Sheet	\$ 18.00	\$ 108.00

l) TOTAL OTHER DIRECT COSTS \$ 402.00

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

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

m) TOTAL SUBCONSULTANTS' COSTS \$ -

n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)] \$ 402.00

TOTAL COST [(c) + (j) + (k) + (n)] \$ 57,304.73

NOTES:

- Key personnel **must** be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
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- Anticipated salary increases calculation (page 2) must accompany.

Exhibit 10-H1

Page 2 of 2

Consultant	Cornerstone Structural Engineering Group		
Project No.	CV-PS-21-003	Contract No.	CV-PS-21-003
Project Name:	West Steele Lane to San Miguel Road		
		Date	12/15/2021

Certification of Direct Costs:


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

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5. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Service
6. [48 Code of Federal Regulations Part 9904](#) - Cost Accounting Standards Board (when applicable)

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Prime Consultant or Subconsultant Certifying:

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Signature:		Date of Certification (mm/dd/yyyy):	<u>12/15/2021</u>
Email:	<u>scullers@cseg.com</u>	Phone Number:	<u>559-320-3200</u>
Address:	<u>986 W Alluvial Avenue, Suite 201, Fresno CA 93711</u>		

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List Services the consultant is providing under the proposed contract:

Structural engineering design services for the structures listed in the Scope of Work dated December 15, 2021.

Exhibit 10-H1 Cost Proposal

Page 1 of 2

Actual Cost-Plus-Fixed Fee or lump sum (Firm Fixed Price) Contracts Marin-Sonoma County Pathway Design & Permitting Structural Engineering Design Services

Note: Mark-ups are Not Allowed

☐

Prime Consultant

☒

Subconsultant

☐

2nd Tier Subconsultant

Consultant Cornerstone Structural Engineering Group

Project No. CV-PS-21-003

Contract No. CV-PS-21-003

Date 12/15/2021

Project Name: San Miguel Boulevard to Airport Boulevard

DIRECT LABOR

Classification/Title	Name	Hours	Range	Actual Hourly Rate	Total
Principal	S. Cullers	32.00	65.00 - 80.00	\$ 65.77	\$ 2,104.64
Senior Engineer	M. Weaver	125.00	45.00 - 55.00	\$ 50.77	\$ 6,346.25
Staff Engineer		240.00	40.00 - 50.00	\$ 39.81	\$ 9,554.40
SDII		96.00	35.00 - 45.00	\$ 38.94	\$ 3,738.24
Principal	QC/QA Manager	23.00	65.00 - 80.00	\$ 78.03	\$ 1,794.69
Project Engineer		44.00	45.00 - 55.00	\$ 48.17	\$ 2,119.48

Total Hours 560.00

LABOR COSTS

a) Subtotal Direct Labor Costs	\$ 25,657.70
b) Anticipated Salary Increases (SEE SALARY ESCALATION)	\$ -
c) TOTAL DIRECT LABOR COSTS [(a) + (b)]	\$ 25,657.70

INDIRECT COSTS

d) Fringe Benefits %	47.79%	e) Total Fringe Benefits [(c) x (d)]	\$ 12,261.81
f) Overhead%	97.11%	g) Overhead [(c) x (f)]	\$ 24,916.19
h) General and Administrative%	54.59%	i) Gen & Admin [(c) x (h)]	\$ 14,006.54
j) TOTAL INDIRECT COSTS [(e) + (g) + (i)]			\$ 51,184.55

FIXED FEE

k) TOTAL FIXED FEE [(c) + (j)] x fixed fee = 10% \$ 7,684.22

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

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage	868	Miles	\$ 0.55	\$ 477.40
Lodging	0	Each	\$ 250.00	\$ -
Per Diem	0	Each	\$ 45.00	\$ -
Shipping	1	Each	\$ 30.00	\$ 30.00
Copies	748	Each	\$ 0.15	\$ 112.20
Plots (Bond)	6	Sheet	\$ 9.00	\$ 54.00
Plots (Film)	6	Sheet	\$ 18.00	\$ 108.00

l) TOTAL OTHER DIRECT COSTS \$ 781.60

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

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

m) TOTAL SUBCONSULTANTS' COSTS \$ -

n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)] \$ 781.60

TOTAL COST [(c) + (j) + (k) + (n)] \$ 85,308.07

NOTES:

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

Exhibit 10-H1

Page 2 of 2

Consultant	Cornerstone Structural Engineering Group		
Project No.	CV-PS-21-003	Contract No.	CV-PS-21-003
Project Name:	San Miguel Boulevard to Airport Boulevard		
		Date	12/15/2021

Certification of Direct Costs:


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

1. Generally Accepted Accounting Principles (GAAP)
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4. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
5. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Service
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Prime Consultant or Subconsultant Certifying:

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Signature:		Date of Certification (mm/dd/yyyy):	<u>12/15/2021</u>
Email:	<u>scullers@cseg.com</u>	Phone Number:	<u>559-320-3200</u>
Address:	<u>986 W Alluvial Avenue, Suite 201, Fresno CA 93711</u>		

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

List Services the consultant is providing under the proposed contract:

Structural engineering design services for the structures listed in the Scope of Work dated December 15, 2021

Cost Proposal

EXHIBIT 10-H1 COST PROPOSAL PAGE 1 OF 3

ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

☐ Prime Consultant
 ☒ Subconsultant
 ☐ 2nd Tier Subconsultant

Note: Mark-ups are Not Allowed

Consultant Alta Planning + Design, Inc.Project No. Marin, CA SMART Pathway Design/Permit Contract No. CV-PS-21-003 Date 11/29/2021**DIRECT LABOR**

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Principal in Charge	Deven Young	55	\$74.59	\$4,102.45
Project Manager	Brian Burchfield	36	\$53.05	\$1,909.80
Active Transportation Planner	Jeff Knowles	36	\$69.27	\$2,493.72
Senior Engineering Associate	Adrian Esteban	64	\$63.78	\$4,081.92
Senior Engineer	Joe Paull	1044	\$48.17	\$50,289.48
Engineer	Emma Katz	564	\$40.49	\$22,836.36
Designer	Austin Dunn	52	\$35.10	\$1,825.20
Senior Engineering Associate	Tobin Bonnell	454	\$53.94	\$24,488.76
Project Coordinator	Kirsten Clausen	44	\$35.33	\$1,554.52

LABOR COSTS

a) Subtotal Direct Labor Costs	\$113,582.21
b) Anticipated Salary Increases (see page 2 for calculations)	\$5,679.11
c) TOTAL DIRECT LABOR COSTS [(a) + (b)]	\$119,261.32

INDIRECT COSTS

d) Fringe Benefits (Rate: <u>42.64%</u>)	: Total Fringe Benefits [(c) x (d)]	\$ 50,853.03
f) Overhead (Rate: <u>133.55%</u>)	g) Overhead [(c) x (f)]	\$ 159,273.49
h) General and Administrative (Rate: <u>0.00%</u>)	ien & Admin [(c) x (h)]	\$ -
j) TOTAL INDIRECT COSTS [(e) + (g) + (i)]		\$210,126.52

FIXED FEE	k) TOTAL FIXED FEE [(c) + (j)] x fixed fee <u>10.00%</u>	\$32,938.78
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l) CONSULTANT'S OTHER DIRECT COSTS (ODC) – ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
Reimbursable Expenses			\$0	\$0
Equipment Rental and Supplies			\$0	\$0
Permit Fees			\$0	\$0
Plan Sheets			\$0	\$0
Test			\$0	\$0
l) TOTAL OTHER DIRECT COSTS				\$0

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

Subconsultant 1:	\$0
Subconsultant 2:	\$0
Subconsultant 3:	\$0
Subconsultant 4:	\$0
Subconsultant 5:	\$0
m) TOTAL SUBCONSULTANTS' COSTS	\$0

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

TOTAL COST [(c) + (j) + (k) + (n)]	\$362,327
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NOTES:

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- The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
- Anticipated salary increases calculation (page 2) must accompany.

Cost Proposal

EXHIBIT 10-H1 COST PROPOSAL PAGE 2 OF 3

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

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours) 44529

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal		Avg Hourly Rate	5 Year Contract Duration
\$113,582.21	2349	=	\$48.35	Year 1 Avg Hourly Rate

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

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$48.35	+	5%	=	\$50.77	Year 2 Avg Hourly Rate
Year 2	\$50.77	+	5%	=	\$53.31	Year 3 Avg Hourly Rate
Year 3	\$53.31	+	5%	=	\$55.98	Year 4 Avg Hourly Rate
Year 4	\$55.98	+	5%	=	\$58.77	Year 5 Avg Hourly Rate

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

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	0.00%	*	2349.0	=	0.0	Estimated Hours Year 1
Year 2	100.00%	*	2349.0	=	2349.0	Estimated Hours Year 2
Year 3	0.00%	*	2349.0	=	0.0	Estimated Hours Year 3
Year 4	0.00%	*	2349.0	=	0.0	Estimated Hours Year 4
Year 5	0.00%	*	2349.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	2349.0	

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

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$48.35	*	0	=	\$0.00	Estimated Hours Year 1
Year 2	\$50.77	*	2349	=	\$119,261.32	Estimated Hours Year 2
Year 3	\$53.31	*	0	=	\$0.00	Estimated Hours Year 3
Year 4	\$55.98	*	0	=	\$0.00	Estimated Hours Year 4
Year 5	\$58.77	*	0	=	\$0.00	Estimated Hours Year 5
Total Direct Labor Cost with Escalation				=	\$119,261.32	
Direct Labor Subtotal before Escalation				=	\$113,582.21	
Estimated total of Direct Labor Salary Increase				=	\$5,679.11	Transfer to Page 1

NOTES:

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

EXHIBIT 10-H1 COST PROPOSAL Page 3 of 3**Certification of Direct Costs:**

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

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

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

Prime Consultant or Subconsultant Certifying:

Name: Deven Young Title *: Vice President, as duly authorized

Signature : _____ Date of Certification (mm/dd/yyyy): _____

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

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

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

List services the consultant is providing under the proposed contract:

<p>Marin, CA SMART Pathway Design and Permitting</p>
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COST PROPOSAL
LUMP SUM CONTRACTS

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

Consultant JMA Civil, Inc.

Project No. Marin-Sonoma County Pathway Design & Permitting

Contract No. CV-PS-21-003

Date 1/6/2022

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Principal Engineer	Jon Marshall, PE	19	\$115.38	\$2,192.22
Sr. Civil Engineer, Quality Manager	Allene Rieger, PE	38	\$86.53	\$3,288.14
Sr. Civil Engineer	Mohammed Abushaban, PE	232	\$74.52	\$17,288.64
Civil Engineer	Arka Ghosh, PE		\$55.28	\$0.00
Civil Engineer	Zhaoyang Wang, PE	304	\$56.60	\$17,206.40
Sr. Project Engineer	Ke Zheng Ong	724	\$39.90	\$28,887.60
Project Engineer	Ramya Tanikella		\$36.05	\$0.00
Sr. Project Administrator	Araceli Reynoso		\$60.09	\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00

LABOR COSTS

a) Subtotal Direct Labor Costs

\$68,863.00

b) Anticipated Salary Increases (see page 2 for calculation)

\$5,250.80

c) TOTAL DIRECT LABOR COSTS [(a) + (b)] \$74,113.80

INDIRECT COSTS

d) Fringe Benefits

(Rate: 29.48%)

e) Total Fringe Benefits [(c) x (d)]

\$21,848.75

f) Overhead

(Rate: 0.00%)

g) Overhead [(c) x (f)]

\$0.00

h) General and Administrative

(Rate: 119.47%)

i) Gen & Admin [(c) x (h)]

\$88,543.76

j) TOTAL INDIRECT COSTS [(e) + (g) + (i)] \$110,392.51

FIXED FEE 10.00%

k) TOTAL FIXED FEE [(c) + (j)] x (q)] \$18,450.63

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

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs		miles	\$0.58	\$0.00
Equipment Rental and Supplies				\$0.00
Permit Fees				\$0.00
Plan Sheets				\$0.00
Test				\$0.00

l) TOTAL OTHER DIRECT COSTS \$0.00

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

	\$
	\$
	\$
	\$
	\$

m) TOTAL SUBCONSULTANTS' COSTS \$

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

TOTAL COST [(c) + (j) + (k) + (n)] \$202,956.95

NOTES:

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

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

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

Direct Labor <u>Subtotal</u> per Cost Proposal \$68,863.00	Total Hours per Cost Proposal 1317	=	Avg Hourly Rate \$52.29	5 Year Contract Duration Year 1 Avg Hourly Rate
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2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$52.29	+	5.0%	=	\$54.90	Year 2 Avg Hourly Rate
Year 2	\$54.90	+	5.0%	=	\$57.65	Year 3 Avg Hourly Rate
Year 3	\$57.65	+	5.0%	=	\$60.53	Year 4 Avg Hourly Rate
Year 4	\$60.53	+	5.0%	=	\$63.56	Year 5 Avg Hourly Rate

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

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	0.00%	*	1317.0	=	0.0	Estimated Hours Year 1
Year 2	50.00%	*	1317.0	=	658.5	Estimated Hours Year 2
Year 3	50.00%	*	1317.0	=	658.5	Estimated Hours Year 3
Year 4	0.00%	*	1317.0	=	0.0	Estimated Hours Year 4
Year 5	0.00%	*	1317.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	1317.0	

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

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$52.29	*	0.0	=	\$0.00	Estimated Hours Year 1
Year 2	\$54.90	*	658.5	=	\$36,153.08	Estimated Hours Year 2
Year 3	\$57.65	*	658.5	=	\$37,960.73	Estimated Hours Year 3
Year 4	\$60.53	*	0.0	=	\$0.00	Estimated Hours Year 4
Year 5	\$63.56	*	0.0	=	\$0.00	Estimated Hours Year 5
Total Direct Labor Cost with Escalation				=	\$74,113.80	
Direct Labor Subtotal before Escalation				=	\$68,863.00	
Estimated total of Direct Labor Salary Increase				=	\$5,250.80	Transfer to Page 1

NOTES:

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

Certification of Direct Costs:


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

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

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

Prime Consultant or Subconsultant Certifying:

Name: Ethan Hartsell Title *: President

Signature :  Date of Certification (mm/dd/yyyy): 1/6/2022

Email: ehartsell@jmacivil.com Phone Number: 925-400-4356 xt. 1002

Address: 383 4th Street, Ste. 201 Oakland, CA 94607

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

List services the consultant is providing under the proposed contract:

Crossing design engineering and CPUC Coordination

LUMP SUM CONTRACTS

Prime Consultant

Subconsultant

X

Consultant ENGEO Inc.

Project No.

Contract No. CV-PS-21-003

Date Nov 23 2021

[illegible]

a) Subtotal Direct Labor Costs

\$9,242.75

b) Anticipated Salary Increases (see page 2 for calculation)

\$924.28

c) TOTAL DIRECT LABOR COSTS [(a) + (b)]	\$10,167.03
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d) Fringe Benefits

(Rate: 169.00%

) e) Total Fringe Benefits [(c) x (d)]

\$17,182.27

f) Overhead + G&A

(Rate: 77.00%)

g) Overhead [(c) x (f)]

\$7 828 61

h) General and Administrative

(Rate: _____)

i) Gen & Admin [(c) x (h)]

\$0.00

j) TOTAL INDIRECT COSTS [(e) + (g) + (i)]	\$25,010.88
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FIXED FEE	10.00%
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k) TOTAL FIXED FEE [(c) + (j)] x (q)	\$3,517.79
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Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs	1000	miles	\$0.56	\$560.00
Drilling Equipment Rental and Supplies	1	fixed	\$15,000.00	\$15,000.00
Permit Fees	1	fixed	\$2,500.00	\$2,500.00
Plan Sheets				\$0.00
Laboratory Tests	1	fixed	\$6,000.00	\$6,000.00
j) TOTAL OTHER DIRECT COSTS				\$24,060.00

l) TOTAL OTHER DIRECT COSTS	\$24,060.00
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m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

\$ _____
\$ _____
\$ _____
\$ _____
\$ _____

m) TOTAL SUBCONSULTANTS' COSTS

n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l)+(m)]	\$24,060.00
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TOTAL COST [(c) + (j) + (k) + (n)]	\$62,755.70
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1. Key personnel **must** be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Prime Consultants shall include a cost proposal for all **Subconsultants**.
2. The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
3. Anticipated salary increases calculation (page 2) must accompany.

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

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

Direct Labor <u>Subtotal</u> per Cost Proposal	Total Hours per Cost Proposal		Avg Hourly Rate	5 Year Contract Duration
\$9,242.75	140	=	\$66.02	Year 1 Avg Hourly Rate

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

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$66.02	+	5.0%	=	\$69.32	Year 2 Avg Hourly Rate
Year 2	\$69.32	+	5.0%	=	\$72.79	Year 3 Avg Hourly Rate
Year 3	\$72.79	+	5.0%	=	\$76.43	Year 4 Avg Hourly Rate
Year 4	\$76.43	+	5.0%	=	\$80.25	Year 5 Avg Hourly Rate

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

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	0.00%	*	140.0	=	0.0	Estimated Hours Year 1
Year 2	50.00%	*	140.0	=	70.0	Estimated Hours Year 2
Year 3	50.00%	*	140.0	=	70.0	Estimated Hours Year 3
Year 4	0.00%	*	140.0	=	0.0	Estimated Hours Year 4
Year 5	0.00%	*	140.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	140.0	

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

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$66.02	*	0.0	=	\$0.00	Estimated Hours Year 1
Year 2	\$69.32	*	70.0	=	\$4,852.44	Estimated Hours Year 2
Year 3	\$72.79	*	70.0	=	\$5,095.07	Estimated Hours Year 3
Year 4	\$76.43	*	0.0	=	\$0.00	Estimated Hours Year 4
Year 5	\$80.25	*	0.0	=	\$0.00	Estimated Hours Year 5
	Total Direct Labor Cost with Escalation			=	\$9,947.51	
	Direct Labor Subtotal before Escalation			=	\$9,242.75	
	Estimated total of Direct Labor Salary Increase			=	\$704.76	Transfer to Page 1

NOTES:

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

Certification of Direct Costs:

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

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

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

Prime Consultant or Subconsultant Certifying:

Name: G. 'Neel' Neelakantan Title *: Principal

Signature :  Date of Certification (mm/dd/yyyy): 12/20/2021

Email: nneelakantan@engeo.com Phone Number: 415-309-3321

Address: 2010 Crow Canyon Place, Suite 250, San Ramon, CA 94583

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

List services the consultant is providing under the proposed contract:

Geotechnical Investigation and Design Support Services

LUMP SUM CONTRACTS

Prime Consultant

Subconsultant

X

Consultant ENGEO Inc.

Project No.

Contract No. CV-PS-21-003

Date Nov 23 2021

[illegible]

a) Subtotal Direct Labor Costs

\$9,543.20

b) Anticipated Salary Increases (see page 2 for calculation)

\$954.32

c) TOTAL DIRECT LABOR COSTS [(a) + (b)]	\$10,497.52
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d) Fringe Benefits

(Rate: 169.00%

) e) Total Fringe Benefits [(c) x (d)]	\$17,740.81
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f) Overhead + G&A

(Rate: 77.00%)

g) Overhead [(c) x (f)]	\$8,083.09
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h) General and Administrative

(Rate: _____)

i) Gen & Admin [(c) x (h)]	\$0.00
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j) TOTAL INDIRECT COSTS [(e) + (g) + (i)]	\$25,823.90
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FIXED FEE

10.00%

k) TOTAL FIXED FEE [(c) + (j)] x (q)	\$3,632.14
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Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs	1000	miles	\$0.56	\$560.00
Drilling Equipment Rental and Supplies		fixed	\$12,000.00	\$12,000.00
Permit Fees		fixed	\$2,500.00	\$2,500.00
Plan Sheets				\$0.00
Laboratory Tests	1	fixed	\$4,000.00	\$4,000.00
j) TOTAL OTHER DIRECT COSTS				\$19,060.00

l) TOTAL OTHER DIRECT COSTS	\$19,060.00
-----------------------------	-------------

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

m) TOTAL SUBCONSULTANTS' COSTS

n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l)+(m)]	\$19,060.00
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TOTAL COST [(c) + (j) + (k) + (n)]	\$59,013.56
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1. Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Prime Consultants shall include a cost proposal for all **Subconsultants**.
2. The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
3. Anticipated salary increases calculation (page 2) must accompany.

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

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

Direct Labor <u>Subtotal</u> per Cost Proposal	Total Hours per Cost Proposal	=	Avg Hourly Rate	5 Year Contract Duration
\$9,543.20	150	=	\$63.62	Year 1 Avg Hourly Rate

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

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$63.62	+	5.0%	=	\$66.80	Year 2 Avg Hourly Rate
Year 2	\$66.80	+	5.0%	=	\$70.14	Year 3 Avg Hourly Rate
Year 3	\$70.14	+	5.0%	=	\$73.65	Year 4 Avg Hourly Rate
Year 4	\$73.65	+	5.0%	=	\$77.33	Year 5 Avg Hourly Rate

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

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	0.00%	*	150.0	=	0.0	Estimated Hours Year 1
Year 2	50.00%	*	150.0	=	75.0	Estimated Hours Year 2
Year 3	50.00%	*	150.0	=	75.0	Estimated Hours Year 3
Year 4	0.00%	*	150.0	=	0.0	Estimated Hours Year 4
Year 5	0.00%	*	150.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	150.0	

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

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$63.62	*	0.0	=	\$0.00	Estimated Hours Year 1
Year 2	\$66.80	*	75.0	=	\$5,010.18	Estimated Hours Year 2
Year 3	\$70.14	*	75.0	=	\$5,260.69	Estimated Hours Year 3
Year 4	\$73.65	*	0.0	=	\$0.00	Estimated Hours Year 4
Year 5	\$77.33	*	0.0	=	\$0.00	Estimated Hours Year 5
Total Direct Labor Cost with Escalation				=	\$10,270.87	
Direct Labor Subtotal before Escalation				=	\$9,543.20	
Estimated total of Direct Labor Salary Increase				=	\$727.67	Transfer to Page 1

NOTES:

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

Certification of Direct Costs:

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

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

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

Prime Consultant or Subconsultant Certifying:

Name: G. 'Neel' Neelakantan Title *: Principal

Signature :  Date of Certification (mm/dd/yyyy): 12/20/2021

Email: nneelakantan@engeo.com Phone Number: 415-309-3321

Address: 2010 Crow Canyon Place, Suite 250, San Ramon, CA 94583

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

List services the consultant is providing under the proposed contract:

Geotechnical Investigation and DesignSupport Services

LUMP SUM CONTRACTS

Prime Consultant

Subconsultant

X

Project No.

Contract No. CV-PS-21-003

Date Nov 23 2021

[illegible]

\$7,536.00

\$753.60

c) TOTAL DIRECT LABOR COSTS [(a) + (b)]	\$8,289.60
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) e) Total Fringe Benefits [(c) x (d)]

\$14,009.42

(Rate: 77.00%)

g) Overhead $[(c) \times (f)]$

\$6,382.99

(Rate: _____)

i) Gen & Admin [(c) x (h)]

\$0.00

j) TOTAL INDIRECT COSTS [(e) + (g) + (i)]	\$20,392.42
---	-------------

k) TOTAL FIXED FEE [(c) + (j)] x (q)	\$2,868.20
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Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs	1000	miles	\$0.56	\$560.00
Drilling Equipment Rental and Supplies	1	fixed	\$15,000.00	\$15,000.00
Permit Fees	1	fixed	\$2,500.00	\$2,500.00
Plan Sheets				\$0.00
Laboratory Tests	1	fixed	\$6,000.00	\$6,000.00
I) TOTAL OTHER DIRECT COSTS				\$24,060.00

1) TOTAL OTHER DIRECT COSTS	\$24,060.00
-----------------------------	-------------

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

m) TOTAL SUBCONSULTANTS' COSTS

n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l)+(m)]	\$24,060.00
--	-------------

TOTAL COST [(c) + (j) + (k) + (n)] \$55,610.22

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

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

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

Direct Labor <u>Subtotal</u> per Cost Proposal \$7,536.00	Total Hours per Cost Proposal 120	=	Avg Hourly Rate \$62.80	5 Year Contract Duration Year 1 Avg Hourly Rate
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2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$62.80	+	5.0%	=	\$65.94	Year 2 Avg Hourly Rate
Year 2	\$65.94	+	5.0%	=	\$69.24	Year 3 Avg Hourly Rate
Year 3	\$69.24	+	5.0%	=	\$72.70	Year 4 Avg Hourly Rate
Year 4	\$72.70	+	5.0%	=	\$76.33	Year 5 Avg Hourly Rate

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

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	0.00%	*	120.0	=	0.0	Estimated Hours Year 1
Year 2	50.00%	*	120.0	=	60.0	Estimated Hours Year 2
Year 3	50.00%	*	120.0	=	60.0	Estimated Hours Year 3
Year 4	0.00%	*	120.0	=	0.0	Estimated Hours Year 4
Year 5	0.00%	*	120.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	120.0	

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

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$62.80	*	0.0	=	\$0.00	Estimated Hours Year 1
Year 2	\$65.94	*	60.0	=	\$3,956.40	Estimated Hours Year 2
Year 3	\$69.24	*	60.0	=	\$4,154.22	Estimated Hours Year 3
Year 4	\$72.70	*	0.0	=	\$0.00	Estimated Hours Year 4
Year 5	\$76.33	*	0.0	=	\$0.00	Estimated Hours Year 5
	Total Direct Labor Cost with Escalation			=	\$8,110.62	
	Direct Labor Subtotal before Escalation			=	\$7,536.00	
	Estimated total of Direct Labor Salary Increase			=	\$574.62	Transfer to Page 1

NOTES:

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

Certification of Direct Costs:

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

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

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

Prime Consultant or Subconsultant Certifying:

Name: G. 'Neel' Neelakantan Title *: Principal

Signature :  Date of Certification (mm/dd/yyyy): 12/20/2021

Email: nneelakantan@engeo.com Phone Number: 415-309-3321

Address: 2010 Crow Canyon Place, Suite 250, San Ramon, CA 94583

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

List services the consultant is providing under the proposed contract:

Geotechnical Investigation and Design Support Services

LUMP SUM CONTRACTS

2nd Tier Subconsultant

Date Nov 23 2021

[illegible]

a) Subtotal Direct Labor Costs	\$7,872.55	
b) Anticipated Salary Increases (see page 2 for calculation)	\$787.26	
c) TOTAL DIRECT LABOR COSTS [(a) + (b)]		\$8,659.81

d) Fringe Benefits	(Rate: <u>169.00%</u>)	e) Total Fringe Benefits [(c) x (d)]	<u>\$14,635.07</u>
f) Overhead + G&A	(Rate: <u>77.00%</u>)	g) Overhead [(c) x (f)]	<u>\$6,668.05</u>
h) General and Administrative	(Rate: <u> </u>)	i) Gen & Admin [(c) x (h)]	<u>\$0.00</u>
j) TOTAL INDIRECT COSTS [(e) + (g) + (i)]			\$21,303.12

k) TOTAL FIXED FEE [(c) + (j)] x (q)	\$2,996.29
--------------------------------------	------------

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs	1000	miles	\$0.56	\$560.00
Drilling Equipment Rental and Supplies	1	fixed	\$15,000.00	\$15,000.00
Permit Fees	1	fixed	\$2,500.00	\$2,500.00
Plan Sheets				\$0.00
Laboratory Tests	1	fixed	\$6,000.00	\$6,000.00
I) TOTAL OTHER DIRECT COSTS				\$24,060.00

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

TOTAL COST [(c) + (j) + (k) + (n)]	\$57,019.22
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1. Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Prime Consultants shall include a cost proposal for all **Subconsultants**.
2. The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
3. Anticipated salary increases calculation (page 2) must accompany.

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

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

Direct Labor <u>Subtotal</u> per Cost Proposal	Total Hours per Cost Proposal		Avg Hourly Rate	5 Year Contract Duration
\$7,872.55	125	=	\$62.98	Year 1 Avg Hourly Rate

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

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$62.98	+	5.0%	=	\$66.13	Year 2 Avg Hourly Rate
Year 2	\$66.13	+	5.0%	=	\$69.44	Year 3 Avg Hourly Rate
Year 3	\$69.44	+	5.0%	=	\$72.91	Year 4 Avg Hourly Rate
Year 4	\$72.91	+	5.0%	=	\$76.55	Year 5 Avg Hourly Rate

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

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	0.00%	*	125.0	=	0.0	Estimated Hours Year 1
Year 2	50.00%	*	125.0	=	62.5	Estimated Hours Year 2
Year 3	50.00%	*	125.0	=	62.5	Estimated Hours Year 3
Year 4	0.00%	*	125.0	=	0.0	Estimated Hours Year 4
Year 5	0.00%	*	125.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	125.0	

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

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$62.98	*	0.0	=	\$0.00	Estimated Hours Year 1
Year 2	\$66.13	*	62.5	=	\$4,133.09	Estimated Hours Year 2
Year 3	\$69.44	*	62.5	=	\$4,339.74	Estimated Hours Year 3
Year 4	\$72.91	*	0.0	=	\$0.00	Estimated Hours Year 4
Year 5	\$76.55	*	0.0	=	\$0.00	Estimated Hours Year 5
	Total Direct Labor Cost with Escalation			=	\$8,472.83	
	Direct Labor Subtotal before Escalation			=	\$7,872.55	
	Estimated total of Direct Labor Salary Increase			=	\$600.28	Transfer to Page 1

NOTES:

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

Certification of Direct Costs:

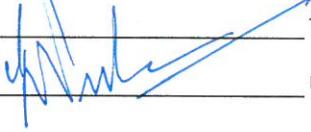
I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

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

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

Prime Consultant or Subconsultant Certifying:

Name: G. 'Neel' Neelakantan Title *: Principal

Signature :  Date of Certification (mm/dd/yyyy): 12/20/2021

Email: nneelakantan@engeo.com Phone Number: 415-309-3321

Address: 2010 Crow Canyon Place, Suite 250, San Ramon, CA 94583

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

List services the consultant is providing under the proposed contract:

Geotechnical Investigation and DesignSupport Services

EXHIBIT 10-H1 COST PROPOSAL

Page 1 of 3

ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Mark-ups are Not Allowed

☐ Prime Consultant☒ Subconsultant☐ Second Tier SubconsultantConsultant: **Cinquini & Passarino, Inc.**Project No.: **Penngrove Pathway**

Contract No.:

Date: January 6, 2022

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Principal Land Surveyor	Anthony Cinquini		\$80.000	\$0.00
Principal Land Surveyor	James Dickey	48	\$82.400	\$3,955.20
Prof. Land Surveyor II	Mathew Dudley	124	\$58.920	\$7,306.08
Prof. Land Surveyor I	Leslie Kirby		\$52.500	\$0.00
Staff Surveyor I	Clayton Ferrari		\$40.000	\$0.00
Staff Surveyor I	TBD		\$25.500	\$0.00
Survey Technician	Jeff Meyer	236	\$45.000	\$10,620.00
Two Person Field Crew	TBD	144	\$100.290	\$14,441.76

LABOR COSTS

a) Subtotal Direct Labor Costs:

\$36,323.04

b) Anticipated Salary Increases (see page 2 for calculation):

\$0.00

c) **TOTAL DIRECT LABOR COSTS [(a)+(b)]:** \$36,323.04**INDIRECT COSTS**

d) Fringe Benefits (Rate:

67.72%)

e) Total Fringe Benefits [(c)x(d)]:

\$24,597.96

f) Overhead (Rate:

39.80%)

g) Overhead [(c)x(f)]:

\$14,456.57

h) General and Administrative (Rate:

66.72%)

i) Overhead [(c)x(f)]:

\$24,234.73

j) **TOTAL INDIRECT COSTS [(e)+(g)+(i)]:** \$63,289.26**FIXED FEE**k) **TOTAL FIXED FEE [(c) + (j)] x fixed fee of 10.0% :**

\$9,961.23

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

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs		miles	\$ 0.535	\$ -
Equipment Rental and Supplies				\$ -
Review Fees & Filing	3	each	\$ 800.00	\$ 2,400.00
Plan Sheets-Mylar	12	each	\$ 20.00	\$ 240.00
Other (specify) ... Title Reports		each	\$ 1,000.00	\$ -
Other (specify) ... Lidar Flight		each	\$ 5,000.00	\$ -

l) **TOTAL OTHER DIRECT COSTS:** \$ 2,640.00**SUBCONSULTANTS' COSTS (Add additional pages if necessary)**

Subconsultant 1:		
Subconsultant 2:		
Subconsultant 3:		
Subconsultant 4:		
Subconsultant 5:		
m) TOTAL SUBCONSULTANTS COSTS:		\$0.00
n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)]:		\$2,640.00
TOTAL COSTS [(c) + (j) + (k) + (n)]:		\$112,213.54

NOTES:

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

EXHIBIT 10-H1 COST PROPOSAL Page 2 of 3
ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS
 (CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

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

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal		Average Hourly Rate	5 Year Contract Duration
\$36,323.04	552	→	\$65.803	← Year 1 average rate

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

	Avg Hourly Rate		Proposed Escalation		
Year 1	\$65.80	+	5%	=	\$69.09 ← Year 2 Avg Hourly Rate
Year 2	\$69.09	+	5%	=	\$72.55 ← Year 3 Avg Hourly Rate
Year 3	\$72.55	+	5%	=	\$76.17 ← Year 4 Avg Hourly Rate
Year 4	\$76.17	+	5%	=	\$79.98 ← Year 5 Avg Hourly Rate

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

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	100.0%	x	552	=	552	← Estimated Hours Year 1
Year 2	0.0%	x	552	=	0	← Estimated Hours Year 2
Year 3	0.0%	x	552	=	0	← Estimated Hours Year 3
Year 4	0.0%	x	552	=	0	← Estimated Hours Year 4
Year 5	0.0%	x	552	=	0	← Estimated Hours Year 5
Total	100%			Total =	552	

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

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$65.80	x	552	=	\$36,323.04	← Estimated Cost Year 1
Year 2	\$69.09	x	0	=	\$0.00	← Estimated Cost Year 2
Year 3	\$72.55	x	0	=	\$0.00	← Estimated Cost Year 3
Year 4	\$76.17	x	0	=	\$0.00	← Estimated Cost Year 4
Year 5	\$79.98	x	0	=	\$0.00	← Estimated Cost Year 5
Total Direct Labor Cost with Escalation				=	\$36,323.04	
Direct Labor Subtotal Before Escalation				=	\$36,323.04	
Estimated total of Direct Labor Salary Increase				=	\$0.00	← Transfer to Page 1

NOTES:

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

EXHIBIT 10-H1 COST PROPOSAL Page 3 of 3

Certification of Direct Costs:

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

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

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

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

Prime Consultant or Subconsultant Certifying:

Name:	Anthony Cinquini	Title *:	Chief Financial Officer
Signature:		Date of Certification (mm/dd/yyyy):	1/6/2022
Email:	tcinquini@cinquinipassarino.com	Phone Number:	(707)542-6268
Address:	1360 North Dutton Avenue, Suite 150, Santa Rosa, CA 95401		

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

List services the consultant is providing under the proposed contract:

Professional Surveying and ROW Engineering Services

Note: Mark-ups are Not Allowed

☐ Prime Consultant ☐ Subconsultant ☒ 2nd Tier Subconsultant

Project No. _____ Contract No. CV-PS-21-003

Date 12/23/2021

[illegible]

1789

\$78,818.62

\$3,348.47

c) TOTAL DIRECT LABOR COSTS [(a) + (b)]	\$82,167.09
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FRINGE BENEFITSd) Fringe Benefits (Rate 31.57%)**e) Total Fringe Benefits**[(c) x (d)] \$25,941.79**INDIRECT COSTS**f) Overhead (Rate: 110.30%)g) Overhead [(c) x (f)] \$90,631.94h) General and Administrative (Rate: 10.38%)i) Gen & Admin [(c) x (h)] \$8,532.23

152.26%

j) **Total Indirect Costs** [(e) + (g) + (i)] \$125,105.96**FEE (Profit)**q) (Rate: 10.00%)k) **TOTAL FIXED PROFIT** [(c) + (j)] x (q)] \$20,727.31**OTHER DIRECT COSTS (ODC)****Description****Unit(s)****Unit Cost****Total**

l)	Travel/Mileage Costs (supported by consultant actual costs) (Itemized below)		<u>\$5,300.00</u>
m)	Equipment Rental and Supplies (itemized below)		<u>\$4,110.64</u>
n)	Permit Fees (itemize), Plan sheets (each), Test Holes (each), etc. (<u>\$0.00</u>
o)	Subconsultant Costs (attach detailed cost proposal in same format as prime consultant estimate for each subconsultant)		<u>\$0.00</u>

p) **Total Other Direct Costs** [(l) + (m) + (n) + (o)] \$9,410.64**TOTAL COST** [(c) + (j) + (k) + (p)] \$237,411.00**NOTES:**

- Employees subject to prevailing wage requirements to be marked with an *.
- ODC items should be based on actual costs and supported by historical data and other documentation.
- ODC items that would be considered “tools of the trade” are not reimbursable.
- ODC items should be consistently billed directly to all clients, not just when client will pay for them as a direct cost.
- ODC items when incurred for the same purpose, in like circumstances, should not be included in any indirect cost pool or in overhead rate.

ITEMIZATION - OTHER DIRECT COSTS (ODC)**Description**

l)	Travel/Mileage Costs (supported by consultant actual costs)			
		Unit(s)	Unit Cost	Total
	Field Vehicle/equipment	53	\$100.00	\$5,300.00
	Per Deim	0	\$55.00	\$0.00
	Lodging	0	\$160.00	\$0.00
	Mileage	0	\$0.58	\$0.00
				\$0.00
				\$0.00
				\$0.00
	Subtotal (l)			\$5,300.00
m)	Equipment Rental and Supplies (itemize)			
		Unit(s)	Unit Cost	Total
	Black and white copies (8.5 x 11)		\$0.06	\$0.00
	Black and white copies (11 x 17)		\$0.11	\$0.00
	Color copies (8.5 x 11)		\$0.75	\$0.00
	Color copies (11 x 17)		\$1.50	\$0.00
	Graphics (Poster Boards)		\$45.00	\$0.00
	Other Direct Cost, Info Center		\$250.00	\$0.00
	Submeter GPS Usage (per day)		\$60.00	\$0.00
	Miscellaneous	1	\$4,110.64	\$4,110.64

		Subtotal (m)	\$4,110.64
n)	Permit Fees (itemize), Plan sheets (each), Test Holes (each), etc		
	Unit(s)	Unit Cost	Total
			\$0.00
			\$0.00
			\$0.00
		Subtotal (n)	\$0.00
o)	Subconsultant Costs (attach detailed cost proposal in same format as prime consultant estimate for each subconsultant)		
	Unit(s)	Unit Cost	Total
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
		Subtotal (o)	\$0.00
		0	

EXHIBIT 10-H COST PROPOSAL (EXAMPLE #1) PAGE 2 OF 2
ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS
 (SAMPLE CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

Consultant Stantec Consulting Services Inc. Contract No. CV-PS-21-003 Date 12/23/2021
 Prime Consultant

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

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal		Avg Hourly Rate	5 Year Contract Duration
\$78,818.62	1789	=	\$44.06	Year 1 Avg Hourly Rate

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

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$44.06	+	4%	=	\$45.82	Year 2 Avg Hourly Rate
Year 2	\$45.82	+	4%	=	\$47.65	Year 3 Avg Hourly Rate
Year 3	\$47.65	+	4%	=	\$49.56	Year 4 Avg Hourly Rate
Year 4	\$49.56	+	4%	=	\$51.54	Year 5 Avg Hourly Rate

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

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	20.00%	*	1789.0	=	357.8	Estimated Hours Year 1
Year 2	60.00%	*	1789.0	=	1073.4	Estimated Hours Year 2
Year 3	15.00%	*	1789.0	=	268.4	Estimated Hours Year 3
Year 4	5.00%	*	1789.0	=	89.5	Estimated Hours Year 4
Year 5	0.00%	*	1789.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	1789.0	

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

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$44.06	*	358	=	\$15,763.72	Estimated Hours Year 1
Year 2	\$45.82	*	1073	=	\$49,182.82	Estimated Hours Year 2
Year 3	\$47.65	*	268	=	\$12,787.53	Estimated Hours Year 3
Year 4	\$49.56	*	89	=	\$4,433.01	Estimated Hours Year 4
Year 5	\$51.54	*	0	=	\$0.00	Estimated Hours Year 5

Total Direct Labor Cost with Escalation	=	\$82,167.09	
Direct Labor Subtotal before Escalation	=	\$78,818.62	
Estimated total of Direct Labor Salary Increase	=	\$3,348.47	Transfer to Page 1

NOTES:

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

per Cost Proposal	per Cost Proposal		Rate	Duration
\$7,454.88	96	=	\$77.66	Year 1 Avg Hourly Rate

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

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$77.66	+	5.0%	=	\$81.54	Year 2 Avg Hourly Rate
Year 2	\$81.54	+	5.0%	=	\$85.61	Year 3 Avg Hourly Rate
Year 3	\$85.61	+	5.0%	=	\$89.90	Year 4 Avg Hourly Rate
Year 4	\$89.90	+	5.0%	=	\$94.39	Year 5 Avg Hourly Rate

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

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	50.00%	*	96.0	=	48.0	Estimated Hours Year 1
Year 2	50.00%	*	96.0	=	48.0	Estimated Hours Year 2
Year 3	0.00%	*	96.0	=	0.0	Estimated Hours Year 3
Year 4	0.00%	*	96.0	=	0.0	Estimated Hours Year 4
Year 5	0.00%	*	96.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	96.0	

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

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$77.66	*	48.0	=	\$3,727.44	Estimated Hours Year 1
Year 2	\$81.54	*	48.0	=	\$3,913.81	Estimated Hours Year 2
Year 3	\$85.61	*	0.0	=	\$0.00	Estimated Hours Year 3
Year 4	\$89.90	*	0.0	=	\$0.00	Estimated Hours Year 4
Year 5	\$94.39	*	0.0	=	\$0.00	Estimated Hours Year 5
Total Direct Labor Cost with Escalation				=	\$7,641.25	
Direct Labor Subtotal before Escalation				=	\$7,454.88	
Estimated total of Direct Labor Salary Increase				=	\$186.37	Transfer to Page 1

NOTES:

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


Certification of Direct Costs:

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

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

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

Prime Consultant or Subconsultant Certifying:

Name: Jason Kirchmann Title *: Senior Associate / Project Executive
Signature:  Date of Certification (mm/dd/yyyy): 1/6/2022
Email: jkirchmann@bkf.com Phone Number: 707-583-8515
Address: 200 4th Street, Suite 300, Santa Rosa, CA 95401

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

List services the consultant is providing under the proposed contract:

Design and Permitting of 7 pathway segments

EXHIBIT 10-H1 COST PROPOSAL PAGE 1 OF 2
COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS
 (DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

☐ Prime Consultant☒ Subconsultant☐ 2nd Tier SubconsultantConsultant **WRA, Inc.**

Project No.: TBD

Contract No. Solicitation # CV-PS-21-003

Date: 1/5/2022

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Principal*	Leslie Allen	17	\$75.96	\$1,291.32
Senior Environmental Planner	Rob Carnachan	9	\$64.90	\$584.10
Senior Associate	Jason Yakich	9	\$54.60	\$491.40
GIS Professional II	Christopher Zumwalt	8	\$45.74	\$365.92
Environmental Planner II	Yingying Cai	30	\$45.67	\$1,370.10
Associate	Scott Yarger	7	\$42.64	\$298.48
Senior Scientist	Brian Kearns	31	\$36.46	\$1,130.26
Technician	Carla Angulo	19	\$27.64	\$525.16
Clerical Support	[classification]	3	\$44.25	\$132.75
		133		

LABOR COSTS

a) Subtotal Direct Labor Costs

\$6,189.49

b) Anticipated Salary Increases (see page 2 for sample)

\$219.68

c) TOTAL DIRECT LABOR COSTS [(a) + (b)] \$6,409.17**INDIRECT COSTS**

d) Fringe Benefits

(Rate: 65.32%)

e) Total Fringe Benefits [(c) x (d)]

\$4,186.47

f) Overhead

(Rate: 0.00%)

g) Overhead [(c) x (f)]

\$0.00

h) General and Administrative

(Rate: 118.33%)

i) Gen & Admin [(c) x (h)]

\$7,583.97

j) TOTAL INDIRECT COSTS [(e) + (g) + (i)] \$11,770.44**FIXED FEE****k) TOTAL FIXED PROFIT [(c) + (j)] x fixed fee**

10.00%

\$1,817.96

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

Description	Quantity	Unit	Unit Cost	Total
Mileage Costs	0	miles	\$0.560	\$0.00
Road Tolls	0	each	\$6.000	\$0.00
Equipment Rental and Supplies	0	day	\$100.000	\$0.00
				\$0.00
TOTAL OTHER DIRECT COSTS				\$0.00

m) SUBCONSULTANT'S COSTS

Subconsultant 1	Stantec	\$94,910.00
Subconsultant 2		
TOTAL SUBCONSULTANT'S COSTS		\$94,910.00

n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l)+(m)] \$94,910.00**TOTAL COST [(c) + (j) + (k) + (n)]** \$114,907.57

NOTES:

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

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

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

Direct Labor <u>Subtotal</u> per Cost Proposal	Total Hours per Cost Proposal		Avg Hourly Rate	5 Year Contract Duration
\$6,189.49	133	=	\$46.54	Year 1 Avg Hourly Rate

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

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$46.54	+	3.5%	=	\$48.17	Year 2 Avg Hourly Rate
Year 2	\$48.17	+	3.5%	=	\$49.85	Year 3 Avg Hourly Rate
Year 3	\$49.85	+	3.5%	=	\$51.60	Year 4 Avg Hourly Rate
Year 4	\$51.60	+	3.5%	=	\$53.40	Year 5 Avg Hourly Rate

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

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	35.00%	*	133.0	=	46.6	Estimated Hours Year 1
Year 2	35.00%	*	133.0	=	46.6	Estimated Hours Year 2
Year 3	25.00%	*	133.0	=	33.3	Estimated Hours Year 2
Year 4	5.00%	*	133.0	=	6.7	Estimated Hours Year 2
Year 5	0.00%	*	133.0	=	0.0	Estimated Hours Year 2
Total	100%		Total	=	133.0	

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

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$46.54	*	47	=	\$2,166.32	Estimated Hours Year 1
Year 2	\$48.17	*	47	=	\$2,242.14	Estimated Hours Year 2
Year 3	\$49.85	*	33	=	\$1,657.58	Estimated Hours Year 2
Year 4	\$51.60	*	7	=	\$343.12	Estimated Hours Year 2
Year 5	\$53.40	*	0	=	\$0.00	Estimated Hours Year 2
Total Direct Labor Cost with Escalation				=	\$6,409.17	
Direct Labor Subtotal before Escalation				=	\$6,189.49	
Estimated total of Direct Labor Salary Increase				=	\$219.68	Transfer to Page 1

Note: Mark-ups are Not Allowed

☐ Subconsultant☒ 2nd Tier Subconsultant

Project No

Contract No. CV-PS-21-003

Date 12/23/2021

[illegible]

709

\$32,020.25

\$1,360.32

\$33,380.57

d) Fringe Benefits	(Rate <u>31.57%</u>)	e) Total Fringe Benefits	
		[(c) x (d)]	\$10,538.91

f) Overhead	(Rate: <u>110.30%</u>)	g) Overhead [(c) x (f)]	<u>\$36,819.44</u>
h) General and Administrative	(Rate: <u>10.38%</u>)	i) Gen & Admin [(c) x (h)]	<u>\$3,466.24</u>

j) Total Indirect Costs [(e) + (g) + (i)]	\$50,824.59
--	--------------------

q) (Rate: <u>10.00%</u>)	k) TOTAL FIXED PROFIT [(c) + (j) x (q)]	\$8,420.52
---------------------------	--	-------------------

Description	Unit(s)	Unit Cost	Total
l) Travel/Mileage Costs (supported by consultant actual costs) (Itemized below)			\$500.00
m) Equipment Rental and Supplies (itemized below)			\$1,784.32
n) Permit Fees (itemize), Plan sheets (each), Test Holes (each), etc. (\$0.00
o) Subconsultant Costs (attach detailed cost proposal in same format as prime consultant estimate for each subconsultant)			\$0.00
p) Total Other Direct Costs [(l) + (m) + (n) + (o)]			\$2,284.32

TOTAL COST [(c) + (j) + (k) + (p)]	\$94,910.00
---	--------------------

- Employees subject to prevailing wage requirements to be marked with an *.
- ODC items should be based on actual costs and supported by historical data and other documentation.
- ODC items that would be considered “tools of the trade” are not reimbursable.
- ODC items should be consistently billed directly to all clients, not just when client will pay for them as a direct cost.
- ODC items when incurred for the same purpose, in like circumstances, should not be included in any indirect cost pool or in overhead rate.

1)	Travel/Mileage Costs (supported by consultant actual costs)		
	Unit(s)	Unit Cost	Total
	Field Vehicle/equipment	5	\$100.00
	Per Deim	0	\$55.00
	Lodging	0	\$160.00
	Mileage	0	\$0.58
			\$0.00
			\$0.00
			\$0.00
		Subtotal (1)	\$500.00

m)	Equipment Rental and Supplies (itemize)			
		Unit(s)	Unit Cost	Total
	Black and white copies (8.5 x 11)		\$0.06	\$0.00
	Black and white copies (11 x 17)		\$0.11	\$0.00
	Color copies (8.5 x 11)		\$0.75	\$0.00
	Color copies (11 x 17)		\$1.50	\$0.00
	Graphics (Poster Boards)		\$45.00	\$0.00
	Other Direct Cost, Info Center		\$250.00	\$0.00
	Submeter GPS Usage (per day)		\$60.00	\$0.00
	Miscellaneous	1	\$1,784.32	\$1,784.32

		Subtotal (m)	\$1,784.32
n)	Permit Fees (itemize), Plan sheets (each), Test Holes (each), etc		
	Unit(s)	Unit Cost	Total
			\$0.00
			\$0.00
			\$0.00
		Subtotal (n)	\$0.00
o)	Subconsultant Costs (attach detailed cost proposal in same format as prime consultant estimate for each subconsultant)		
	Unit(s)	Unit Cost	Total
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
		Subtotal (o)	\$0.00
		0	

EXHIBIT 10-H COST PROPOSAL (EXAMPLE #1) PAGE 2 OF 2**ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS**

(SAMPLE CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

Consultant Stantec Consulting Services Inc. Contract No. CV-PS-21-003 Date 12/23/2021
Prime Consultant

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

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal		Avg Hourly Rate	5 Year Contract Duration
\$32,020.25	709	=	\$45.16	Year 1 Avg Hourly Rate

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

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$45.16	+	4%	=	\$46.97	Year 2 Avg Hourly Rate
Year 2	\$46.97	+	4%	=	\$48.85	Year 3 Avg Hourly Rate
Year 3	\$48.85	+	4%	=	\$50.80	Year 4 Avg Hourly Rate
Year 4	\$50.80	+	4%	=	\$52.83	Year 5 Avg Hourly Rate

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

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	20.00%	*	709.0	=	141.8	Estimated Hours Year 1
Year 2	60.00%	*	709.0	=	425.4	Estimated Hours Year 2
Year 3	15.00%	*	709.0	=	106.4	Estimated Hours Year 3
Year 4	5.00%	*	709.0	=	35.5	Estimated Hours Year 4
Year 5	0.00%	*	709.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	709.0	

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

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$45.16	*	142	=	\$6,404.05	Estimated Hours Year 1
Year 2	\$46.97	*	425	=	\$19,980.64	Estimated Hours Year 2
Year 3	\$48.85	*	106	=	\$5,194.97	Estimated Hours Year 3
Year 4	\$50.80	*	35	=	\$1,800.92	Estimated Hours Year 4
Year 5	\$52.83	*	0	=	\$0.00	Estimated Hours Year 5

Total Direct Labor Cost with Escalation	=	\$33,380.57	
Direct Labor Subtotal before Escalation	=	\$32,020.25	
Estimated total of Direct Labor Salary Increase	=	\$1,360.32	Transfer to Page 1

NOTES:

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



David Rabbitt, Chair
Sonoma County Board of Supervisors

Barbara Pahre, Vice Chair
Golden Gate Bridge,
Highway/Transportation District

Judy Arnold
Marin County Board of Supervisors

Melanie Bagby
Sonoma County Mayors' and
Councilmembers Association

Kate Colin
Transportation Authority of Marin

Damon Connolly
Marin County Board of Supervisors

Debora Fudge
Sonoma County Mayors' and
Councilmembers Association

Patty Garbarino
Golden Gate Bridge,
Highway/Transportation District

Susan Gorin
Sonoma County Board of Supervisors

Dan Hillmer
Marin County Council of Mayors and
Councilmembers

Eric Lucan
Transportation Authority of Marin

Chris Rogers
Sonoma County Mayors' and
Councilmembers Association

Eddy Cumins
General Manager

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

February 2, 2022

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

SUBJECT: Annual Report for Fiscal Years 2020 and 2021

Dear Board Members:

INFORMATION ITEM: Annual report for Fiscal Year 2019-20 and Fiscal Year 2020-21

SUMMARY:

SMART's Ordinance 2008-01 requires that the Chief Financial Officer of SMART to issue an annual report that sets forth a) the amount of funds collected and expended; and (b) the status of any project component authorized to be funded in the Expenditure Plan adopted by the District.

Due to the COVID-19 pandemic and a change in the Chief Financial Officer, the Fiscal Year 2020 Annual Report was not completed. The Annual Report being presented today, includes an overview of FY 2020 and FY 2021.

FISCAL IMPACT: There is no fiscal impact.

Very Truly Yours,

/s/

Heather McKillop
Chief Financial Officer

Attachment(s): Annual Report for Fiscal Years 2020 and 2021



2020 & 2021 Annual Report



For Fiscal Years 2020 & 2021

5401 Old Redwood Highway, Suite 200

Petaluma, California, 94954

SonomaMarinTrain.org

Page 115 of 133

Table of Contents

About Us



- 1 SMART Overview
- 2 Governance
- 3 Messages from the Chair of the Board of Directors
- 3 Citizen's Oversight Committee

Projects



- 4 Larkspur and Novato Stations
- 5 Payran to Southpoint Multi-Use Pathway
- 5 Windsor Extension

Events that Shaped Fiscal Years 2020 and 2021



- 6 - 7 COVID-19
- 8 Public Safety Power Shutdowns and Fires
- 8 Sales Tax Funding
- 9 SMART Freight

Community Outreach



- 10 Overview
- 10 SMART Listening Forums
- 11 Safety Education and Awareness
- 11 Suicide Prevention
- 12 Holiday Express Toy Drive

Campaigns and Services



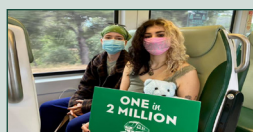
- 13 Welcome Back Campaign
- 13 Resumption of Service
- 14 Reduced Fares

Investments



- 15 Funding and Financing

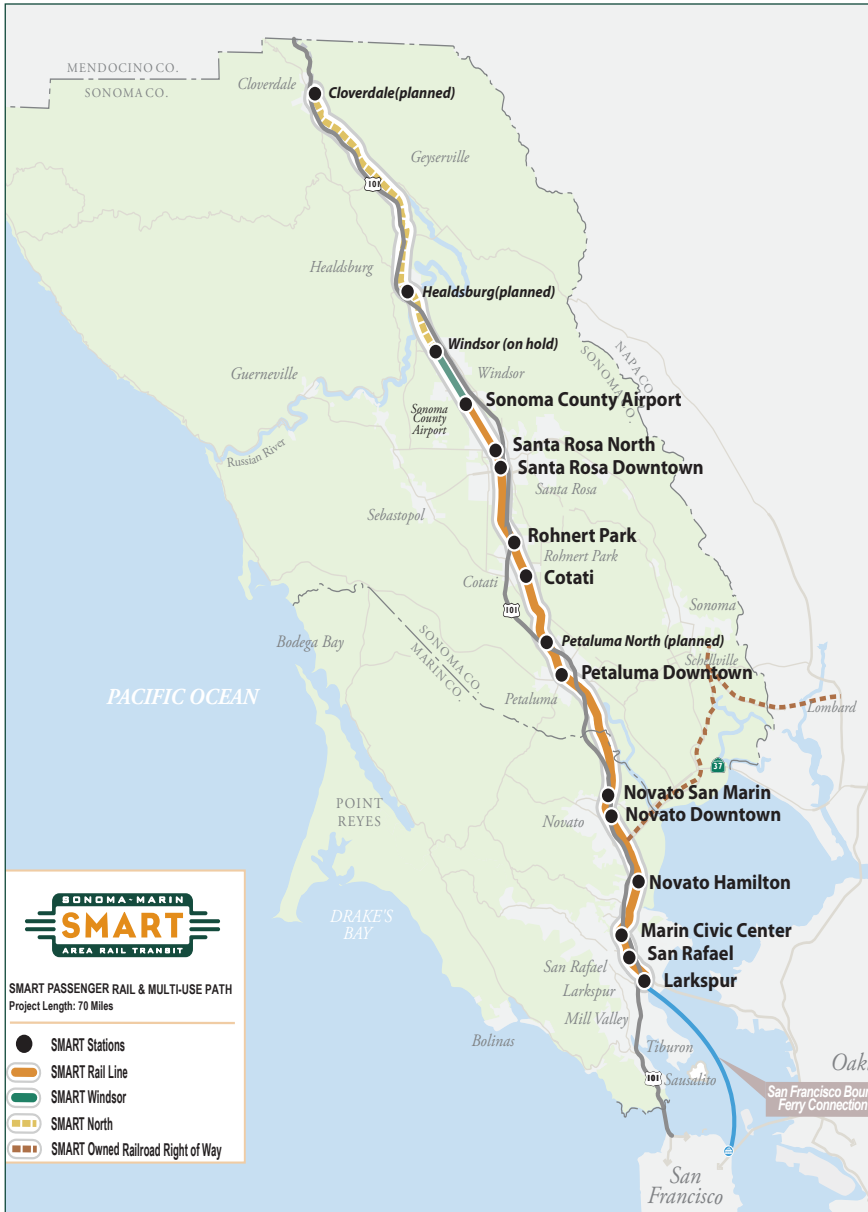
Milestones



- 16 Two Millionth Customer

SMART Overview

The Sonoma Marin Area Rail Transit (SMART) District was established by the California Legislature through the enactment of AB 2224 in 2002 and amended by SB 1029 in 2018 to include freight service responsibilities. The SMART District includes both Sonoma and Marin Counties and was created for the purpose of providing a unified and comprehensive structure for the ownership and governance of passenger and freight rail systems within Sonoma and Marin Counties, and to operate passenger and freight train service along the existing



publicly owned railroad right-of-way. SMART passenger rail service began in August of 2017 with two-way passenger train service on 43 miles to 10 stations between Downtown San Rafael in Marin County and Airport Boulevard in Sonoma County. In late 2019, two new stations were completed in Downtown Novato and Larkspur near the regional Ferry connection to San Francisco. These two stations in Marin County brought rail service to its current total of 45 miles with 12 passenger stations.

Passenger train service is provided in state-of-the-art Tier-4 diesel multiple unit (DMU) rail vehicles utilizing one of the first Positive Train Control systems implemented for passenger rail. Prior to the COVID-19 shutdown, service was provided roughly every 30 minutes during commute hours with additional service midday and on weekends. SMART also manages 25 miles of an ancillary bicycle/ pedestrian pathway on its right of way connecting to the SMART's stations where cyclists can find secure parking at the station or on-board the train for their bikes.

Governance

SMART is governed by a 12-member Board consisting of elected and appointed officials appointed as specified in AB 2224 serving staggered 4-year terms.

Current representation on the SMART Board of Directors:

David Rabbitt – Chair

Sonoma County Board of Supervisors

Barbara Pahre – Vice Chair

Golden Gate Bridge District

Judy Arnold

Marin County Board of Supervisors

Melanie Bagby

Sonoma County Mayors and Councilmembers Association

Kate Colin

Transportation Authority of Marin

Damon Connolly

Marin County Board of Supervisors

Debora Fudge

Sonoma County Mayors and Councilmembers Association

Patty Garbarino

Golden Gate Bridge District

Susan Gorin

Sonoma County Board of Supervisors

Daniel Hillmer

Marin County Council of Mayors and Councilmembers

District Management

Eddy Cumins

General Manager

Eric Lucan

Transportation Authority of Marin

Chris Rogers

Sonoma County Mayors and Councilmembers Association



SMART || SONOMA~MARIN AREA RAIL TRANSIT

Message from the Chair of the Board of Directors



On behalf of the SMART Board of Directors, I am pleased to present the Fiscal Year 2020 and 2021 Annual Report.

The past two years have been exciting as well as very challenging to say the least. We expanded passenger rail service from San Rafael to Larkspur, built a new rail station in downtown Novato, dealt with fires and floods, and the COVID-19 pandemic.

Although we had to drastically cut costs and reduce service the last two fiscal years, the receipt of Coronavirus Aid, Relief, and Economic Security Act (CARES) and Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA) funds have allowed us to avoid layoffs, and begin reinstating service. As you look through this report, I think that you will find that through it all, SMART has demonstrated resilience in keeping our service going and adapting to the ever-changing conditions.

As we emerge from the pandemic, none of us are sure what the future will hold; however, one thing is certain – SMART's dedication to serving the North Bay is unwavering.

David Rabbitt

Citizen's Oversight Committee

The Citizen's Oversight Committee was created by the Board of Directors as required by the 2008 Expenditure Plan, which accompanied Measure Q in 2008. Its duties, as outlined in the 2008 and 2020 Expenditure Plans, are to review and provide input on SMART's Strategic Plans. Its make-up and duties are determined by the Board of Directors, who approves its membership, duties and terms.

Russ Colombo, Chair
Steve Birdlebough
Peter Breen
Dennis Harter
Patricia Kendall

David Oster
Steve Rabinowitsh
Tanya Narath, alternate
Julia Violich, alternate



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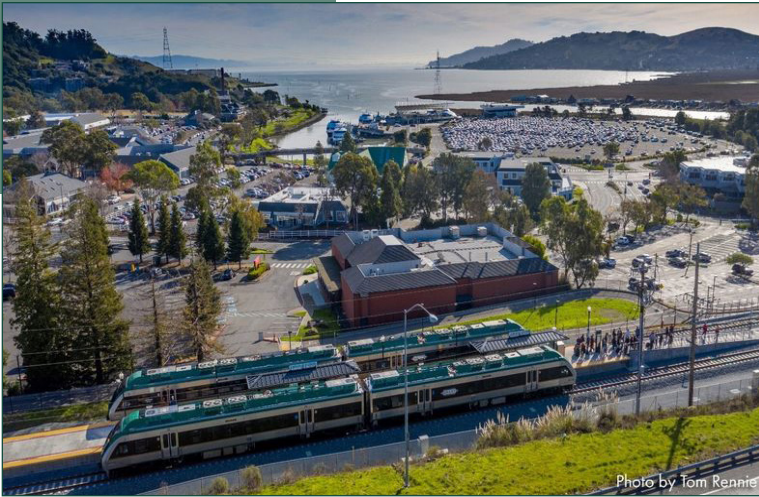
PROJECTS

Larkspur and Novato Stations

On Friday, December 13, 2019, SMART celebrated the start-up of passenger service to Larkspur that is coordinated with the ferry to provide an economical, climate-friendly, and stress-free way to travel between the North Bay and San Francisco. The opening of the Larkspur station extended passenger service 2.1 miles from Downtown San Rafael to Larkspur. The new rail line included the construction or rehabilitation of three bridges, one station with amenities, five at-grade crossings, the reconfiguration of the San Rafael Bettini Transit Center and implementation of train control systems that include federally mandated Positive Train Control.

The project has also accommodated a reconfiguration of a major local street to reduce the number of grade crossings, which improved safety, and allowed the City of San Rafael, in conjunction with SMART, to complete a new parallel Class 1 pathway.

The Downtown Novato station, which was funded by the City of Novato, is within walking distance of 4,000 residents and opened on Saturday, December 14, 2019.



Payran To Southpoint Multi-Use Pathway

This project, which opened to the public in October 2019, constructed a 1.2-mile Class 1 paved bicycle and pedestrian pathway within the SMART railroad right-of-way, including a 200-foot pedestrian and bicycles-only bridge over the Petaluma River and pathway under Highway 101, connecting east and west Petaluma.

The pathway connects east Petaluma to the SMART rail station in Downtown Petaluma and supports local access to schools and services on either side of the highway and river.

In April, 2020, Caltrans closed the north portion of the pathway to allow Caltrans to demolish and rebuild the Petaluma Highway 101 overcrossing, which passes over the multi-use pathway and the railroad tracks. We anticipate that the pathway will reopen in late 2022.



Windsor Extension - Work Suspended

The SMART Windsor Rail Extension and parallel SMART Pathway will provide a northern rail extension between Sonoma County's Airport Boulevard and the Town of Windsor, including just over 3 miles of Class 4 mainline track, four bridges, one station with amenities, and a park-and-ride lot located in the Town of Windsor. The project was originally targeted to open in late 2021; However, a lawsuit was filed against the Metropolitan Transportation Commission (MTC) regarding the project's largest funding source, Regional Measure 3 funds. Although MTC was successful in the lower courts, the matter was taken up by the California Supreme Court and is awaiting adjudication. Due to the potential loss of funding, this project is currently on hold and work has been suspended until the funds have been released or alternate funding is identified.



SMART

|| SONOMA-MARIN AREA RAIL TRANSIT

Events That Shaped Fiscal Years 2020 – 2021

COVID-19

SMART Responds to the Pandemic

In March 2020, the COVID-19 pandemic hit, and California was the first state to issue “Stay-at-Home” orders. SMART modified services in March 2020 due to the COVID-19 pandemic, with weekend service suspended starting March 21st and weekday service reduced first by 4 trips (down to 34) on March 23rd and then by another 18 trips (down to 16) on April 6th, 2020.

Facial Covering

Passengers are required to wear a facial covering while on board SMART trains and at station platforms, per local public health orders for Marin and Sonoma counties, and regulations from the Transportation Security Administration (TSA). Additionally, hand sanitizer dispensers were purchased and installed on every train.

In early March our Operations staff began performing a deep cleaning twice daily for each train.

The cleaning included:

- Cleaning interior windows, luggage racks, wind screen, tables, seats and seat back trays
- Emptying trash bins and recycle bins
- Sweeping, vacuuming, and mopping interior floors and door pockets
- Dumping the sewage waste and filling the service water
- Wiping ticket vending machines with disinfectant wipes
- Cleaning and sanitizing restrooms, sinks, mirrors, walls, and baby changing stations



SMART || SONOMA~MARIN AREA RAIL TRANSIT

Electrostatic Application System

In addition to the cleaning of the Diesel Multiple Units two (2) times a day by SMART Vehicle Maintenance staff, SMART also introduced an electrostatic application system which offers another level of surface disinfection on the Diesel Multiple Units. The system applies a disinfectant that is CDC-approved and Environmental Protection Agency-registered against COVID-19.

The electrostatic application system positively charges droplets of liquid that naturally seek out surfaces with a negative or neutral charge to adhere to. Just like magnets, they are drawn to each other and attach when one surface is more positively charged than the other. Adding another level of disinfection ensures exposed surfaces on the Diesel Multiple Units are frequently and comprehensively disinfected daily. This new tool is now a permanent addition to SMART's enhanced cleaning protocols.

Free Rides to Vaccination Sites

In February 2021, SMART started offering free rides to and from all COVID-19 vaccination sites for Marin and Sonoma County residents. Riders just needed to tell the conductor they are traveling to a vaccination appointment when asked for payment. SMART's COVID-19 policy helped to reduce cost barriers and transportation limitations for community members to receive the COVID-19 vaccine.

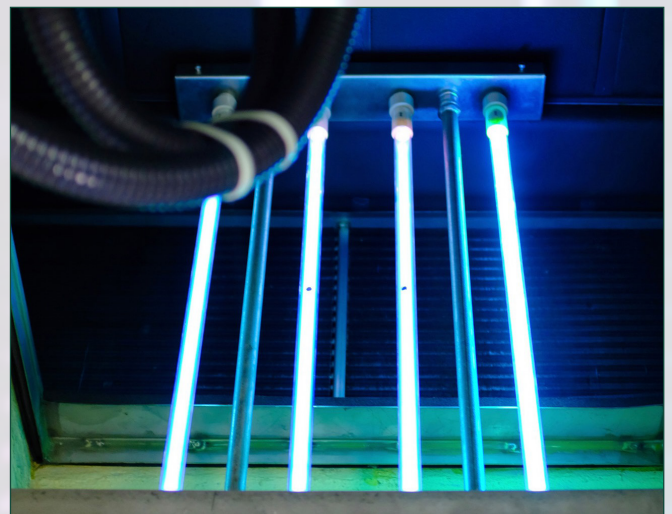


SMART Survey

Due to the sudden drop in ridership and fare revenues, SMART needed to determine where and how to reduce expenses that had a direct impact on train service. As a part of this process, SMART conducted a survey to seek input from the communities we served in Sonoma and Marin counties. 3,281 responses were collected from the survey, which was available for seven days, from Monday, May 11 through Sunday, May 17, 2020. The community outreach team distributed the survey through SMART's communication channels, as well as through 65 public and private organizations. Most responses were received through SMART's e-newsletter and social media channels. Another significant portion of responses were collected through business and community leaders. This information was presented to the SMART Board of Directors in May of 2020 and was used to inform reductions to the budget.

Ultraviolet Sterilization

As a second line of defense against airborne pathogens, SMART designed and installed Ultraviolet sterilizer to the Heating, Ventilation, and Air Conditioning (HVAC) systems aboard SMART trains. These systems break down the DNA within pathogens to keep them from growing, effectively killing them. Additionally, SMART upgraded its onboard HVAC system with Minimum Efficiency Reporting Value (MERV) 13 air filters. The new air filters remove bacteria, virus particles, allergens, mold, dust, and smoke. Tests show that the MERV 13 filters provide a 67 percent improvement over the old filters.



Public Safety Power Shutdowns and Fires

In October of 2019, SMART Operations made major preparations and was able to respond to early October PG&E Public Safety Power Shutdowns (PSPS). Generators were deployed across Sonoma County to power SMART's crossings effected by the first shut down. Service was uninterrupted due to early deployment of generators and monitoring of the shutdown.

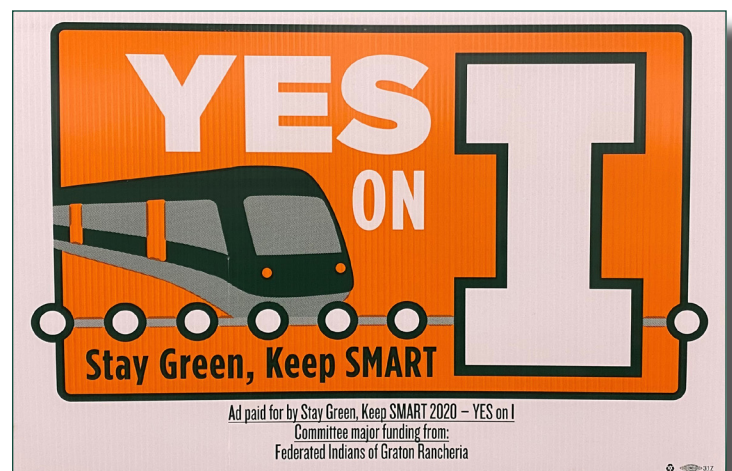
The second PG&E PSPS, combined with the Kincade Fire posed a more significant and dynamic situation. Over 25 generators were deployed to the field in preparation for the second power shut down. Due to several cities not having back up power for their traffic signals at the crossings, it was not safe to have trains travel through crossings at normal maximum speed.



In October, SMART evacuated and closed the Rail Operations Center due to threats from the Kincade Fire. All trains were moved south to the Cotati Station for safekeeping, Hi-Rail vehicles were moved from Fulton yard to Petaluma and SMART relocated the dispatch center to Haystack Bridge until regular operations could be resumed at the Rail Operations Center.

Sales Tax Funding

In November 2008, the voters of Marin and Sonoma Counties approved Measure Q which imposed a quarter cent ($\frac{1}{4}$ of 1%) retail sales tax. The ballot measure was passed with 69.6% of the voters. The collection of that voter approved sales tax sunsets in March of 2029. In order to reauthorize the quarter cent sales tax well in advance of its expiration in March 2029, thus providing financial stability for SMART's ongoing operating expenses, Measure I was placed on the ballot in March 2020. Passage of Measure I would have extended the sales tax through March 31, 2059. Even though it received more than 50% of the vote, Measure I failed to garner the two-thirds super majority that is required on specified tax measures in California. The final count was 53.6% in favor and 46.4% opposed.



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SMART owns two railroad corridors – the first is called the “Brazos Branch” which goes from a point in American Canyon (east of the Napa River), to the Ignacio Wye (at the junction of Highways 37 and 101) in Novato, and the second, which is the mainline of SMART’s commuter rail corridor running from just north of Corte Madera to the Mendocino-Sonoma County line.

In 2018, California Senator Mike McGuire introduced the idea of the Great Redwood Trail, a plan to convert the historic Northwestern Pacific Railroad north of the Mendocino County line to a bicycle/ pedestrian pathway. Since then, our state and federal representatives have been working with the North Coast Railroad Authority, SMART, the State legislature, and the Surface Transportation Board (STB) to transfer ownership and change the legal status of the railroad corridor, including freight service in the North Bay.

On February 2, 2021, SMART filed a “Verified Notice of Exemption” with the STB to exempt from regulation (under U.S.C. Section 10902) SMART’s acquisition of the railroad right-of-way and the freight rail operating easement from North Coast Railroad Authority and SMART’s operation of the freight line. On February 12, 2021, the STB approved the Notice of Exemption. Following this, on March 26, 2021, a quick claim deed was executed that transferred the line of railroad and right-of-way between the Sonoma–Mendocino County border milepost 89 and Healdsburg at milepost 68.3 and the freight rail operating easement between Healdsburg milepost 68.3 and Brazos Junction at milepost SP 63.4.

On February 22, 2021, the former freight operator - Northwestern Pacific Company (NWPCo), petitioned the STB for Discontinuance of Service Exemption (requesting authority to cease being the freight operator) and on June 11, 2021, the STB approved NWPCo’s petition for discontinuance of service and authorized SMART to assume freight operations and common carrier duties over the rail line which became final on July 11, 2021. Currently, NWPCo. is expected to provide interim freight service until SMART replaces their operation by self-performing freight service in the North Bay.

SMART has inherited significant infrastructure because of these transactions, which will need to be maintained to facilitate freight movements and ultimately passenger service.

Additionally, SMART received \$4 million from SB 1029 for the acquisition of freight rights and operating equipment from NWPCo, followed by AB 74, which appropriated \$2 million for safety upgrades and maintenance of the freight portions of the corridor. Also, an additional \$4 million was recently approved by the State of California as part of the State’s FY 21-22 budget.

Community Outreach

The SMART Community Outreach Team engages with the public by attending community events and regional fairs, as well as making informational presentations to civic groups and safety presentations to schools. From July 2019 to July 2021 SMART Community Outreach participated in 45 community events connecting with a wide swath



of the greater North Bay community. An excellent example of SMART's participation in community events was the Marin County Fair which took place at the Marin Civic Center Fairgrounds from Wednesday, July 3, 2019, through Sunday, July 7, 2019, and drew thousands of attendees from all over the North Bay. Many chose to leave the car at home and take the SMART train, including a considerable number of first-time riders and families from both Marin and Sonoma counties. SMART partnered with the Marin County Fair to provide a late-night train run that departed the Marin Civic Center at 10:30 p.m. each night of the fair. Fairgoers were thrilled that SMART was able to provide late service allowing them to stay for the fireworks.

In March 2020, the COVID-19 pandemic hit, and "Stay-at-Home" orders were issued, community events and public speaking opportunities evaporated, significantly curtailing SMART's Community Outreach activities.

SMART Listening Forums

In the fall and winter of 2020, the SMART Board of Directors held a series of nine Listening Forum sessions across Sonoma and Marin counties to bring community members together to exchange ideas on how to best position SMART for the future. The nine listening sessions generated 328 unique comment ideas in 21 topic areas. These sessions were designed to enable a dialogue where the SMART Board could hear from stakeholder groups and the greater community. These sessions were held on ZOOM on the dates and locations to the right. The meetings were recorded and made available on SMART's website. The information that was gathered was synthesized into categories and presented

along with the raw data to the SMART Board of Directors on the March 17, 2021, and June 2, 2021, Board of Directors meetings.

August 17th – League of Women Voters

September 2nd – Santa Rosa

September 14th - Windsor

September 21st - Cloverdale

September 23rd - Healdsburg

October 14th - Novato

October 19th - Larkspur

November 12th – San Rafael

December 16th – Bicycle & Pedestrian Pathway



Safety Education and Awareness

In 2019, SMART continued its Safety Education and Awareness efforts by making 17 presentations to 11 schools in Sonoma and Marin counties – reaching 2,745 students. The fall also means back-to-school student travel and teachers are interested in bringing their classes onboard the SMART train for field trips. SMART has a platform safety briefing program that teaches kids about public transit and safety. In 2019, SMART made 13 safety briefings to 307 students. SMART also works closely with California Operation Lifesaver to promote rail safety awareness throughout the North Bay. To learn more about SMART's Rail Safety Education Program and to request a free presentation for your school or community group, please visit: <http://BeTrackSMART.org>.



Suicide Prevention is a Community Effort

In July, 2019, SMART partnered with the Counties of Sonoma and Marin, Buckelew Programs of Sonoma County, the National Alliance on Mental Illness and the “**Know the Signs Campaign**” to send a message to the community that there is HOPE and there is HELP. Over 60 leading north bay companies, nonprofits, law enforcement, and government agencies joined together to continue the outreach effort. If you or someone you know is suffering from emotional pain, **call 1-800-273-TALK or text CONNECT to 741741** to talk confidentially to a trained professional. Also visit suicideispreventable.org to learn the signs, start a conversation and how to get help.



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Holiday Express Toy Drive

SMART



Holiday Express

On Saturday, December 5th, 2020 - despite the COVID-19 pandemic, SMART held its 5th Annual Holiday Express Toy Drive to provide toys for families in need in Sonoma and Marin Counties. Even though passengers were not able to board the train and we all had to wear masks and social distance, SMART staff got creative by making this a drive-through event. 1,500 unwrapped toys and gift cards were donated to help make the holidays bright for children in need. Toys were distributed through our community partnerships with local non-profits, including Toys for Tots of Sonoma County, COTS, Novato Fire District, North Marin Community Service, and Petaluma People Services Center.



88

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Celebrate Community

GOOD DEEDS
GoodDeeds.blogs.pressdemocrat.com

Secret Santa volunteers needed

Volunteers are needed to help bring holiday cheer to Sonoma County. This year the Secret Santa, Toys for Tots, Salvation Army, Toys for Kids & the Redwood Empire Food Bank are collaborating to bring more resources to families. Help is needed packing toys for kids, loading toys and food into cars, and assisting with traffic flow and registration. The event will take place rain or shine and COVID-19 safeguards will be implemented. Please bring a mask, your own water bottle and weather appropriate attire. To volunteer, go to bit.ly/sidp01

Distribute food to families

Catholic Charities' rural food program serves hundreds of families throughout Sonoma, Napa and Lake counties by providing food to those in need. This program plays a key role in providing access to healthy food for vulnerable populations. This food distribution is part of Catholic Charities' ongoing efforts to respond to the COVID-19 crisis. As a food distribution volunteer, you will assist with unloading the food distribution truck, making up boxes for distribution, assisting clients to their cars, and helping with cleanup and breaking down boxes after the distribution has ended. For more information, go to archdiocese.org/volunteer.

Donate socks this winter season

The Student Government Assembly at Santa Rosa Junior College is hosting a sock drive for the homeless. The organization's goal is to gather as many donations as they can by Dec. 19. Due to COVID-19 precautions, the organization is only accepting new socks. There is a drop box location on campus at the Frank P. Doyle Library located at 1201 Mendocino Ave. in Santa Rosa. If you are unable to drop off the donations, the organizers will work to coordinate an alternative plan. Go to bit.ly/sidp01 for more information or email CarolineMarshall@santa-rosa.edu.

TO LEARN MORE OR CONTRIBUTE AN ITEM

■ Email your news about volunteer opportunities to info@sonomacountynews.com.
■ To explore additional volunteer opportunities, contact the Volunteer Center of Sonoma County at 707.539.3131 or info@volunteer.org.



Redwood Empire Region Antique Automobile Club members Linda and Scott Burt are given candy. SMART train passes and other goodies Saturday through candy cane choices by volunteers during the SMART Toy and Food Drive at Railroad Square in Santa Rosa.



Corvettes of Sonoma County member Diane Swart given donations to Marine Corps League member Steve Bushard. The people in the cars stayed inside and warm as volunteers carried from the vehicles donated, unwrapped gifts for children 2 through 17, and imperishable funds. Kids in the cars were especially grateful when volunteers aimed candy-striped tubes at the open windows and let loose candies and other treats. The three-hour Toy and Food Drive was hosted by the community partners who came together at a time when the pandemic made it impossible to collect gifts for underserved young-sters by staging traditional collection events. Present at Railroad Square on Saturday were caring volunteers with the Marine Corps Reserve Toys for Tots drive, Sonoma County's Secret Santa program, the Salvation Army, Santa Rosa's Redwood Empire Toys for Kids campaign, SMART, the Redwood Empire Food Bank, the Center for Volunteer & Non-profit Leadership, Sutter Health, the Santa Rosa Police Department, radio station KSTV, Friedman's Home Improvement, Team Gilotti engineering contractor, Fast Signs, Courtyard by Marriott and the Law Enforcement Chaplaincy Service. The partners on Dec. 19 will distribute gifts to families in need who registered for them.



Santa Rosa Police officer Jon Crispian and his wife chaplain Brecken Crispian attend the SMART Toy and Food Drive.

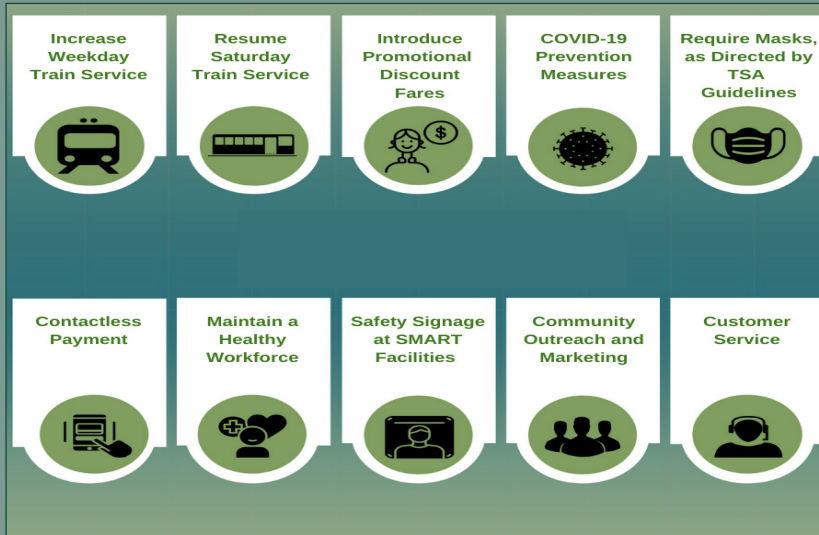
ONLINE GALLERY
For more photos, go to pressdemocrat.com



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Welcome Back Campaign

10-Point Plan Celebrating our Service and Reduced Fares



In May of 2021, SMART kicked off its Welcome Back celebration with our 10-Point Plan which includes additional service and reduced fares, as well as an advertising campaign to inform the public about the changes.

Resumption of Service

On Monday, May 24, 2021, SMART added two new morning trips and three new afternoon trips to the weekday schedule. These additional trips addressed SMART commuters' requests for later morning trips and later afternoon trips. Additionally, SMART began offering a later northbound train departing the Larkspur Station at 8:29 PM to enable riders visiting Marin County to enjoy dinner and travel back by train.

On Saturday, May 29, 2021 SMART celebrated the return of Saturday weekend service. SMART now offers six southbound trips and six northbound trips on Saturdays, which is more trips than pre-pandemic service.

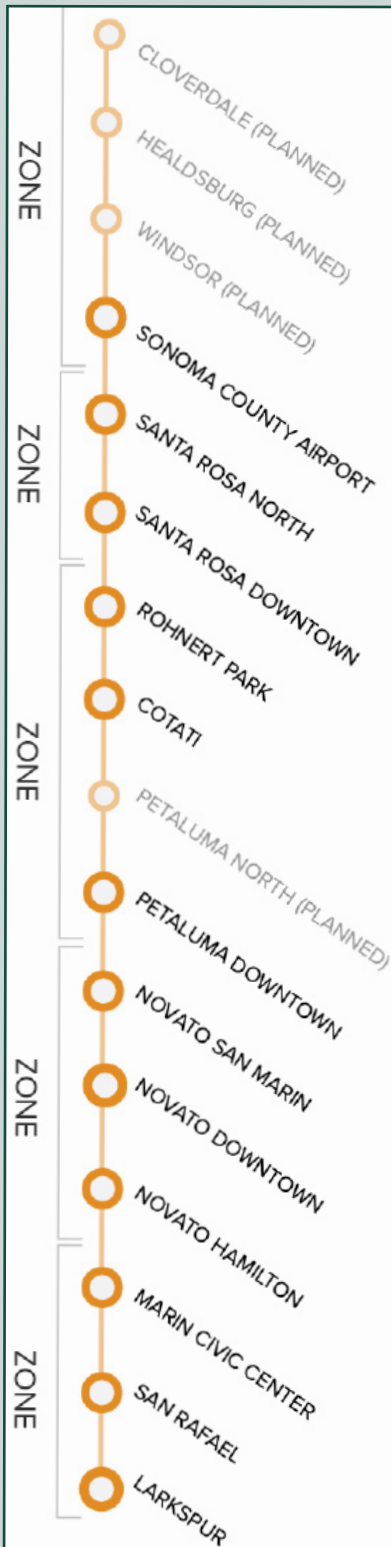


On the first day of Saturday service, a live Mariachi band performed at the San Rafael and Santa Rosa Downtown stations to welcome our Saturday riders back on board. On Monday, May 31, members of the San Marin High School Concert band performed at the Petaluma Station in celebration of Memorial Day.



SMART || SONOMA-MARIN AREA RAIL TRANSIT

Reduced Fares



In May of 2021, SMART reduced its fares by 40%! Weekday fares are now \$1.50 for travel within one zone and \$1.50 for each additional zone traveled. Seniors, youth, low-income, and passengers with disabilities will receive a 50% discount rate of \$0.75 for the first zone and \$0.75 for each additional zone.

SMART also started offering a Weekend Day Pass to our weekend travelers – a fantastic deal for families with children or grandparents. The Weekend Day Pass is \$10.00 for adults & 5.00 for seniors, youth, passengers with disabilities, and low-income passengers.



The Weekend Day Pass offers unlimited rides for the entire day. This promotional pass is available on the SMART e-Tickets app which is available for download in the Apple App Store and Google Play Store. Promotional fares are currently scheduled to run through May 31, 2022.

In November of 2020, SMART began participating in the Clipper START program joining the collection of ten Bay Area Transit agencies offering discounts to low-income riders. Bay Area residents ages 19-64 who meet means-based income requirements that are 200% of the federal poverty level or less are eligible to participate in the program. Eligible riders can apply to participate in the program online at www.clipperstartcard.com. Once approved by Clipper, they will receive a personalized Clipper card that must be loaded with cash value before use. Clipper START participants receive a 50% discount on single ride fares on SMART. The discount will automatically be applied to participating transit agency fares with the Clipper START card.

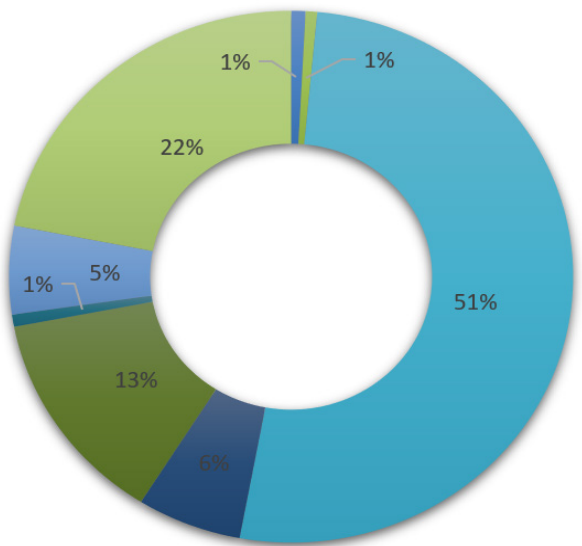


Funding and Financing

SMART is funded with a suite of federal, state, and a dedicated local sales tax. SMART's local sales tax was established in 2008 by Measure Q which is $\frac{1}{4}$ of 1% retail sales tax. Due to the uncertainties in sales tax and fare revenues from COVID-19, SMART took action to reduce costs and service levels to protect SMART from potential long-term impacts on revenue from the pandemic.

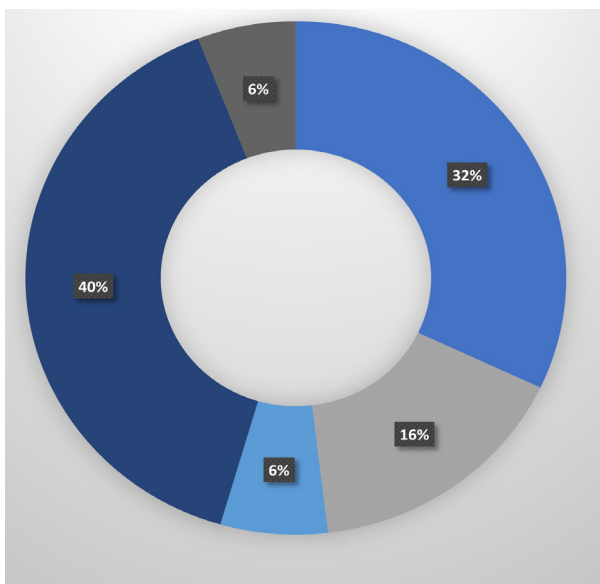
The federal government provided aid in the form of the Coronavirus Aid, Relief, and Economic Security Act (CARES) and Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA) which provided \$14,952,173 and \$ 1,789,716 respectively in FY 2020 and FY 2021.

Revenue Analysis



	2021	2020
Fare Revenues	\$ 706,938	\$ 3,090,458
Other Operating Revenues	\$ 564,668	\$ 874,657
Sales/Use Taxes	\$44,002,410	\$38,978,630
State Operating Assistance	\$ 5,140,237	\$ 7,516,612
Federal Operating Assistance	\$11,161,605	\$ 8,058,183
Investment Earnings	\$ 628,728	\$ 338,227
Miscellaneous Revenue	\$ 4,588,714	\$ 1,438,087
Capital Grants	<u>\$18,746,419</u>	<u>\$29,211,620</u>
Total	\$85,539,719	\$89,506,474

Allocation of Revenues



	2021	2020
Salaries and Employee Benefits	\$18,354,310	\$19,295,606
Services and Supplies	\$ 9,217,567	\$11,624,479
Other Expenses	\$ 3,673,981	\$ 1,018,506
Depreciation	\$ 22,697,348	\$22,150,111
Interest Expense	<u>\$ 3,374,308</u>	<u>\$ 5,273,801</u>
Total	\$ 57,317,514	\$59,362,503

Two Millionth Customer

On June 23, 2021, SMART reached a major milestone, when the transportation agency reached the 2 million passenger mark. Conductors and staff members gave out passes good for a free trip to say 'thank you' to our riders.





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