

BOARD OF DIRECTORS MEETING AGENDA March 16, 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, March 15, 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 March 2, 2022 Board Meeting Minutes
- 3. Board Member Announcements
- 4. General Manager's Report
- 5. Public Comment on Non-Agenda Items

Consent Calendar

- 6a. Accept Monthly Ridership Reports February 2022
- 6b. Authorize the General Manager to execute Contract Amendment No. 2 with EMR, LLC to add the SafeTrack Compliance Reporting module to SMART's existing MaxAccel Software Subscription in an amount of \$20,100

Regular Calendar

- 7. Authorize the General Manager to Award Contract No. FN-PS-22-001 to Eide Bailly LLP to provide financial audit services with a not-to-exceed amount of \$172,750 for the initial term of three years; Authorizing the General Manager the approval authority to extend the contract utilizing Option Year 4 with a not-to-exceed amount of \$62,855 and Option Year 5 with a not-to-exceed amount of \$65,748 Presented by Ken Hendricks
- 8. Approve a Resolution Authorizing the General Manager to Award Contract No. CV-PS-22-001 to CSW Stuber Stroeh Engineering Group, Inc. (CSW|ST2) for a total contract amount of \$2,466,130 for the Marin County Non-Motorized Pathway Project Engineering Design Services and Support *Presented by Bill Gamlen*
- 9. Approve a Resolution extending the reduction in fares prices and allow free parking at SMART designated park-n-rides through August 2022 *Presented by Heather McKillop*
- 10. Discuss/Approve Planning for the Future Vision Statement, Mission Statement and Objectives *Presented by Eddy Cumins*
- 11. Next Regular Meeting of the Board of Directors, April 6, 2022 1:30 PM
- 12. 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 March 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.

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1. Call to Order

Chair Rabbitt called the meeting to order at 1:32pm. Directors Arnold, Bagby, Colin, Garbarino, Hillmer, and Pahre were present; Directors Connolly and Fudge joined later; Directors Coursey, Lucan and Rogers absent.

2. Approval of the February 16, 2022, Board Meeting Minutes

MOTION: Director Arnold moved approval of February 16, 2022, Board Meeting Minutes as presented. Director Garbarino second. The motion carried 7-0 (Directors Connolly and Fudge joined later; Directors Coursey, Lucan and Rogers absent).

- 3. Board Members Announcements
 None
- 4. General Manager's Report

General Manager Cumins provided a brief update on the following:

- Freight Update
- Ridership Update
- SMART's Highlight of the Month

Freight Update

- Ran Freight for the first time on March 1, 2022
- Moved 16 cars

- Served three customers: Lagunitas Brewing Company, Hunt and Behrens and Dairyman's
 Feed
- SMART team very qualified to run freight train

Ridership Update

- February ridership showed signs of recovery as the Omicron variant receded and workplaces began to re-open
- In February SMART carried 26,529 passengers
- February average weekday ridership of 1,174 was the highest since COVID began
- February average weekday ridership was at 39% of Pre-COVID; last 6 months are averaging 40% of Pre-COVID
- 12-month average continues to increase
- SMART generally still sees peak travel at 7am and 5 pm (Post-COVID)
- Adult, Youth, Senior, and Riders with Disabilities Fare Boarding by Time of Day

Directors Connolly and Fudge joined at 1:40pm

SMART Highlight of the Month

A video by Tom Remi of the Haystack Bridge was shown.

Comments

Vice Chair Pahre suggested having a monthly highlight on the website.

5. Public Comment on Non-Agenda Items

Eris Weaver suggested including the percentage of bicycles on the train into the ridership report, since she has noticed more on the train. She said removing the café area in the trains can make room for more bicycles on the train.

Mike Pechner stated that Northwestern Pacific Railroad has played an important role in Sonoma and Marin Counties. He would like the historic name to remain Northwestern Pacific Railroad Freight, even if it is owned by SMART.

Richard Brand supports Mr. Pechner's suggestion on the name of the freight service. He said that he has submitted written input to MTC Plan Bay Area and asked if a survey can be conducted on how things can be improved to help SMART

District Counsel Lyons clarified that SMART holds the trademark, logo, and name of the freight service. Staff continues to look at ways to market the new freight service and continue the trademark tradition.

6. Consent

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

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

Comments

David Schonbrunn stated that for a railroad company, zoom meetings make it easier for people to participate. He urged the Board to consider having zoom meetings and not just for the function of the pandemic.

MOTION: Vice Chair Pahre moved approval of the Consent Agenda as presented. Director Hillmer second. The motion carried 9-0 (Directors Coursey, Lucan and Rogers absent)

7. Interregional Transit Network Integration (Information Only) - Presented by Emily Betts

Principal Planner, Emily Betts, provided a presentation which will be posted on the website. Highlights include:

Background Actions

- California State Transportation Agency
- Climate Action Plan for Transportation Infrastructure

Background – SMART's Role

- In 2018, the State Transit and Intercity Rail Capital Program awarded a grant for the Windsor Extension Project
- State has tasked SMART with helping to improve the interregional transit network integration

Amtrak Thruway Route 7 – North Coast Connections

- Route 7 connects with Amtrak rail service in Martinez
- San Joaquin Joint Powers Authority runs two roundtrips on Route 7 per day from Martinez to Arcata

Changes Underway – SB 742 Implementation

- Amtrak Thruway Route 7 bus is now open for "bus-only ticketing"
- Amtrak is allowed to sell tickets to Route 7 connecting services including non-Amtrak bus and rail systems

North Coast Transportation Providers

- Redwood Coast Transit
- Humboldt Transit Authority
- Mendocino Transit Authority
- Lake Transit Authority
- Greyhound
- Amtrak Thruway Bus Route 7

Mendocino Transit's Sonoma County Service

- Route 65 from Ft. Bragg to Willits, Ukiah, and Santa Rosa
- Route 95 to/from Point Arena to Bodega Bay through Sebastopol to Santa Rosa

Routes stop at SMART Stations on request

State Supported Changes Underway

- Mendocino Transit is evaluating their fare structure
- Far North Group is coordinating schedules

Remaining Challenges

- No direct public transit service between Northern Sonoma County and Mendocino
- No Amtrak service to Marin
- No coordination trips between Amtrak Bus and SMART
- Amtrak transfer currently in Petaluma
- No share fare media
- Agencies outside 9-county bay area are not in the Clipper system
- Transfers to/from SMART are embedded in the Clipper Fare System

Opportunities

- Integrated fare policy and ticketing with Amtrak and Mendocino Transit
- Coordinated scheduling and trip planning with Amtrak and Mendocino Transit
- Timed transfer location at Sonoma County Airport Station
- Seamless travel experience from San Francisco to Mendocino/Humboldt:

Next Steps

- Receive Board and public input on current challenges and opportunities
- Staff return to Board with discrete Network integration improvement proposal as they are developed

Comments

Director Bagby asked if there has been discussions about a bus bridge that would start in the north and service Cloverdale until passenger service starts in Cloverdale. Ms. Betts responded that North Bay area has fallen through the cracks. The work that Caltrans is doing with Transit integration is really a statewide version and trying to make sure that the bus systems are talking to other agencies.

Director Colin asked for clarification of the agencies that Clipper was not available. Ms. Betts responded that MTC has not been willing to offer Clipper to agencies outside the 9 county Bay Area Counties. Clipper is transitioning to Clipper 2.0 and Caltrans is trying to address the issue by switching everyone to credit card payments. Director Colin stated that there is a technology component that was not there five years ago that can now support that integration.

Doug Kerr stated that Rail Passenger Association of California advocates for connectivity between public transportation modes. He clarified that Amtrak Route 7 bus is also served by Greyhound and not all city peers can be ticketed on Amtrak. SMART can improve connectivity and suggested the following: 1) show the Larkspur Ferry and San Francisco ferry arrival and departure; 2) include the Sonoma County Transit bus route connections in the timetable; and

3) use Sonoma County Transit Bus Service to connect to Windsor, Healdsburg, and Cloverdale to SMART Airport Station.

Steve Birdlebough said he is pleased to see this effort going forward and that Caltrans is helping. He said that the tourist agencies and the visitor bureaus can help move this forward. He thinks is time to extend the Clipper program all the way to Oregon border and beyond.

Rick Luttmann said he is delighted to hear that staff is looking North as far as Humboldt County. He said that it will take many years to get passenger and freight services to Willits. He said that Senator McGuire wants to cover the railroad tracks and build the Great Railroad Trail and he thinks it should be built on the side of the tracks. He suggested that SMART proactively defends the rail line.

Richard Brand stated that the Sonoma County Wine Growers is a very active group. This could help produce revenue with tourist transport groups. He would like to exchange information since there is an opportunity to provide access to the rail as it moves North.

Chair Rabbitt said that MTC is one of 18 Metropolitan Planning Organizations in California. MTC governs the 9 County Bay Areas and Sonoma County is the last county North and the counties above Sonoma County are not unified in the same way so it's a challenge to coordinate.

Vice Chair Pahre said she received a sincere phone call from a constituent this week regarding other agencies schedules. It appears easy that on SMART's schedule that arrival/departure times can be added from other transit agencies for connectivity. She suggested to consider including it on SMART's schedule as it could provide a great service.

Director Bagby asked how can we make it easy for the public to use public transportation since we don't have a single transportation system? We must get people to get on and stay on, she added. We as board members and elected representatives and we must respond to the shift in transportation systems. She requested that staff provides updates on any meetings that Ms. Betts and her staff have or attend regarding these efforts.

8. Discuss and Approve Planning for the Future Vision Statement, Mission Statement and Objectives – *Presented by Eddy Cumins*

Chair Rabbitt stated that the Committee has met twice to discuss and make suggestion on the Vision and Mission Statement and Objectives; General Manager Cumins will present today. General Manager Cumins stated that after the January 19th Board Meeting, Chairman David Rabbitt, Vice Chair Barbara Pahre, Director Judy Arnold, Director Kate Colin, Director Eric Lucan, Director Chris Rogers participated in developing vision and mission statement options and objectives. He provided a presentation which included the following highlights:

Planning Model

- SWOT Analysis description
- Mission/Vision

- Objectives
- Goals
- Strategy Development
- Strategy Deployment
- Monitor Performance
- Results

<u>Vision Statement Options (in no particular order)</u>

- SMARTer Transportation for a SMARTer Future
- SMARTly transporting our community to a greener and healthier future
- To enhance the quality of life by providing safe, reliable transportation options for you and the communities we serve
- To create a better quality of life

Comments

Director Colin stated that they agreed that the vision statements needed to be short. Being short will make it easy for people to understand the meaning.

Chair Rabbitt stated that Director Lucan had great ideas to keep the statement simple and related to our organization.

Director Fudge suggested "SMARTer Transportation for a SMARTer Future", since it is catchy.

Chair Rabbitt asked General Manager to provide Autoliv Company's vision and mission statement. General Manager responded that the Mission Statement is to *Save Lives* and the Vision Statement is to *Save More Lives*. This is to the point and short, which inspires people to go to work.

Director Garbarino thanked the staff who spent time coming up with the statements. She said the first one is very snappy, and she likes the third one, since it's what our organization does.

Vice Chair Pahre stated that the committee worked with a lot of words and how to be inclusive of bicycles, freight, trains and other organizations. She said that Director Lucan encouraged the committee to consider including words that indicates that SMART cares about the people that it serves and the community. She likes *SMARTer Transportation for a SMARTer Future*.

Director Connolly said he likes *SMARTer Transportation for a SMARTer Future*. It is to the point and captures the vision.

Director Bagby concurs with her colleagues.

Director Arnold stated that *The Quality of Life* statement sounds like a good mission statement. The *SMARTer Transportation for a SMARTer Future* statement everyone can remember and could say it in an elevator. The statement *to enhance the quality of life by*

providing safe, reliable transportation options for you and the communities we serve, is a beautiful statement.

Director Hillmer asked how we can incorporate language into the statement that will attract ridership and make sure that everyone understands this is very easy to use. He thinks that the convenience of the system for users should be a priority and understands that public safety is important.

General Manager Cumins said that what is good about the Vision statement is they can lead you to where you need to go, and you can break down the words and make sense of them.

Lastly, Chair Rabbitt stated that there is consensus with the following vision statement SMARTer Transportation for a SMARTer Future.

Mission Statement Options (in no particular order)

- We connect communities
- SMART Connects Communities
- Connecting Communities

Chair Rabbitt stated that for him personally *Connecting Communities* is important and brings everyone together.

Director Arnold likes Connecting Communities.

Vice Chair Pahre reflected the conversation of the committee because the conversation was deeper than the words that are displayed. The committee struggled with the following words: seamless, owed the community, owed the bay area and whether our mission was more than connecting. The mission statement can always be enhanced.

General Manager Cumins asked if the Board consensus is choosing Connecting Communities.

Strategic Objectives (no priority order)

- Ridership
- Pathway
- Extensions
- Freight

Next Steps

- Establish Goals
- Strategy Development (we would like to engage the public in providing SMART feedback by conducting listening session for each of the Strategic Objectives)
- Strategy Deployment
- Monitor Performance
- Results

Comments

Director Colin thanked General Manager Cumins and said that this process is very clear, and she appreciates it. She supports having the listening sessions for the Strategic Objectives and suggested having prompts that can be provided ahead of time to get the information needed.

Director Bagby suggested the following language for the mission statement... *Connecting Communities with Safe Reliable Transportation Options*.

Director Colin state there was a lot of discussion about the words and length of the statements, and it comes down to the kind of format that we want. She was a big opponent of including the word safety in the statement. She suggested including explanations in the statements.

Directors Fudge and Arnold agree with expansion of the language from Director Bagby.

General Manager Cumins asked for clarification on the new language to say *Connecting Communities by providing Safe, Reliable Transportation Options.*

Director Bagby supports having a structure listening sessions.

Director Arnold thanked staff and the committee for all the work and effort on this process.

Dave Schonbrunn stated that the vision and mission statements should be written to influence voters, however the statements as they exist don't speak to him. He spoke about the history of the formation of SMART. The statements are missing the land use transportation connection. He hopes that the Board can capture that SMART is needed for the future of the North Bay.

Rick Luttmann, the three vision statement presented are good choices. He suggested considering the following for the mission statement to *enhance the quality of life by providing safe, reliable transportation options for you and the communities we serve.*

Doug Kerr stated that Measure Q says SMART's reason for existence is to build a passenger train and pathway from Cloverdale to Larkspur, which is SMART's true mission from the citizens and don't want to lose sight of that with fancy taglines.

Willard Richards stated that his reason for supporting SMART is the effect on how to preserve city growth and would like to see that language. He asked if there is an opportunity to include the public in this process. He suggested the following mission statement *provide connected transit and preserve our mobility and encourages city-centered growth.*

Jack Swearengen stated that SMART's mission is to help save the planet. He suggested including the word *anthropogenic global warning* in the mission statement.

Steve Birdlebough addressed his concerns regarding the language being produced as if it will inspire the staff or if the message will carry to a wider public.

Richard Brand stated that the vision statement addresses the future, and the future is climate change. SMART needs to look at ways to address climate for the future.

Director Fudge stated that the public had good comments about the future regarding land use and climate change. She suggested that General Manger Cumins take those comments into consideration.

Chair Rabbitt personally thinks we need to keep it to the mission of providing a bicycle path, freight service and passenger service that is the mission of SMART.

Director Bagby said that what she hears from the public for a mission statement is to provide safe and reliable transit or all support city centered development and save our climate for future generations.

General Manager Cumins stated that these are statements that we are going to build around and start to develop strategies where the agency is headed. Staff will consider all the comments that have been received and come up with some language.

Lastly, Chair Rabbitt stated that General Manager Cumins is very familiar with vision and mission statements and has great experience that will be communicated to the team and will move us to the next stage of the process.

- 9. Next Regular Meeting of the Board of Directors, March 16, 2022 1:30 PM
- 10. Adjournment Meeting adjourned at 3:10PM

Respectfully submitted,	
Leticia Rosas-Mendoza Clerk of the Board	
Approved on:	



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

Chris Coursey

Sonoma County Board of Supervisors

Debora Fudge

Sonoma County Mayors' and Councilmembers Association

Patty Garbarino

Golden Gate Bridge, Highway/Transportation District

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

March 16, 2022

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

SUBJECT: Monthly Ridership Report – February 2022

Dear Board Members:

RECOMMENDATIONS: Accept Monthly Ridership Report - February 2022

SUMMARY:

We are presenting the monthly ridership report for activity for the month of February 2022. This report shows trends in ridership for SMART by tracking Totals, Average Weekday riders, and Average Saturday/Holiday riders, as well as bicycles and mobility devices. We have added charts and graphs of the information to further illustrate system trends.

As discussed in prior presentations to the Board, both Onboard Counts and Fare-based collection rider counts are shown to give a full picture of ridership. Onboard Counts capture all riders, including the riders who are riding during the Free Fare Days or Programs offered by Your Board, riders with passes who neglect to tag on or off, as well as categories of riders such as children under five years old. Clipper + Mobile App paid fare reports do not capture all riders.

This and future reports will compare the most recent month to the same month during the prior year, as is standard industry practice for tracking trends over time. The report also shows progress so far in the Fiscal Year compared to the same time in the last Fiscal Year, to enable tracking of riders relative to budget expectations. These reports also note relevant details associated with fare program discount usage and trends in riders bringing bicycles onboard. As this data collection and reporting process evolves, we will continue to revise data discussion and presentation in the reports.

SMART's rider data for January 2021 is posted on the SMART Ridership website (http://sonomamarintrain.org/RidershipReports) and SMART's detailed February 2022 data will be posted once validated.

SMART Board of Directors March 16, 2022 Page 2 of 2

The report covers the gradual return of riders to SMART as Bay Area Counties continue to lift COVID-19 restrictions schools, restaurants, retail shops, offices, and other places of work.

FISCAL IMPACT: None		
REVIEWED BY: [x] Finance/s/	[x] Counsel	/s/
Respectfully,		
/s/ Emily Betts Principal Planner		
Attachment(s): Monthly Ridership Report – Februar	y 2022	

FEBRUARY 2022 (COVID-19) SMART RIDERSHIP

SMART's February 2022 ridership was **more than triple** that of February 2021, which was heavily impacted by the COVID-19 shutdown. Average weekday ridership rose steadily from February 2021, with a dip in December and January, and rose again in February 2022. **February average weekday ridership (1,174) was the highest since the pandemic began.**

Throughout the region, automobile traffic levels have returned to pre-pandemic levels in some areas and transit agencies are seeing signs of ridership recovery. SMART has recovered to 40% of pre-pandemic ridership levels for Fiscal Year to Date. However, COVID-related restrictions and ongoing remote-work trends continue to have a detrimental effect on transit ridership throughout the Bay Area.

As a reminder, SMART modified services in March 2020 due to the COVID-19 pandemic, with weekend service annulled starting March 21 & 22, 2020, and weekday service reduced first by 4 trips (down to 34) on March 23, 2020, then by another 18 trips, (down to 16), on April 6, 2020. Beginning on Monday, May 24, 2021, SMART added service to the weekday schedule with two new morning trips and three new afternoon trips, resulting in 26 weekday trips. Saturday service was also restored the last two weekends in May, with 3 morning and 3 afternoon round trips. FY22 Saturday ridership has been very strong, seeing approximately 65% of average weekday ridership levels on less than half the number of train trips.

The tables below present data from February 2021 and 2022, year-over-year, and compare fiscal years to date (July – February).

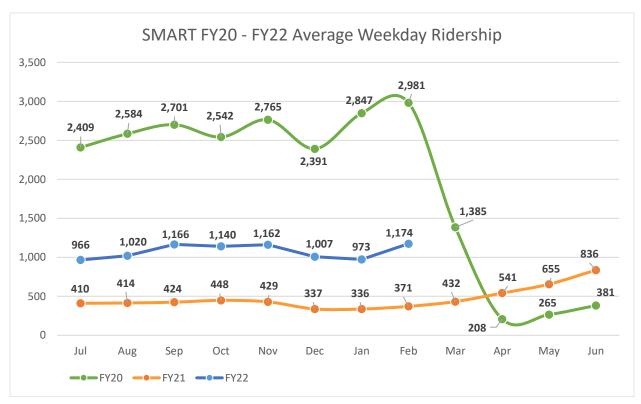
MONTHLY TOTALS YEAR-OVER-YEAR	FEB 2021	FEB 2022	% Change
Ridership (Onboard Counts)	7,412	26,529	258%
Paid Ridership (Clipper + App Only)	7,089	24,375	244%
Average Weekday Ridership (Onboard Counts)	371	1,174	216%
Average Saturday/Holiday Ridership (Onboard Counts)	0	761	N/A
Bicycles	1,483	4,120	178%
Mobility Devices	10	110	1000%

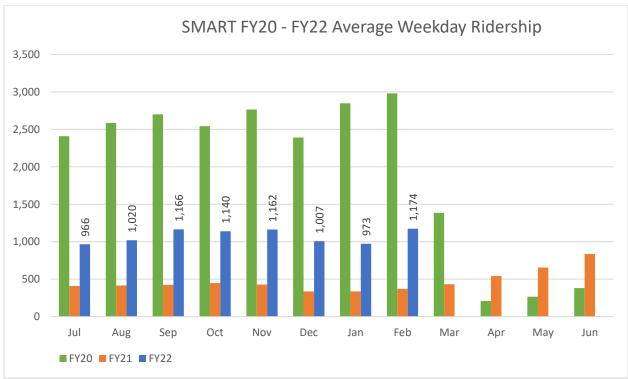
For FY22 to date, total ridership is **more than triple** that of FY21 and the number of bicycles on board has doubled.

FISCAL YEAR-TO-DATE (JUL-FEB)	Fiscal Year 2021	Fiscal Year 2022	% Change
Ridership (Onboard Counts)	66,590	204,476	207%
Paid Ridership (Clipper + App Only)	62,403	187,023	200%
Average Weekday Ridership (Onboard Counts)	400	1,062	166%
Average Saturday/Hol. Ridership (Onboard Counts)	0	627	N/A
Bicycles	13,961	30,995	122%
Mobility Devices	204	992	386%

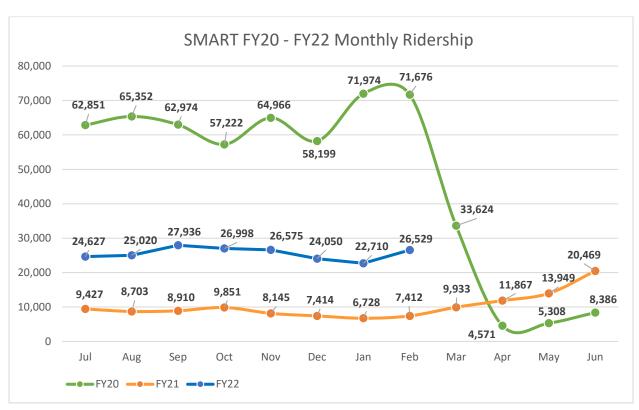
FEBRUARY 2022 (COVID-19) SMART RIDERSHIP

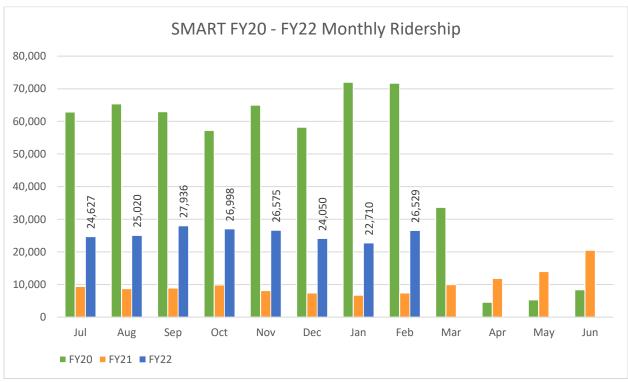
The following charts compare the monthly totals and average weekday ridership for FY20-FY22 to date and illustrate monthly and average weekday ridership trends.





FEBRUARY 2022 (COVID-19) SMART RIDERSHIP







March 16, 2022

David Rabbitt, Chair

Sonoma County Board of Supervisors

Barbara Pahre, Vice Chair

Golden Gate Bridge, Highway/Transportation District

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Eddy Cumins

General Manager

5401 Old Redwood Highway Suite 200 Petaluma, CA 94954 Phone: 707-794-3330 Fax: 707-794-3037 www.sonomamarintrain.org Sonoma-Marin Area Rail Transit Board of Directors 5401 Old Redwood Highway, Suite 200 Petaluma, CA 94954

SUBJECT: Authorize the General Manager to execute Contract Amendment No. 2 with EMR, LLC to add the SafeTrack Compliance Reporting module to SMART's existing MaxAccel Master Software Agreement.

Dear Board Members:

RECOMMENDATION:

Authorize the General Manager to execute Contract Amendment No. 2 with EMR, LLC in an amount of \$20,100 for a total contract amount not-to-exceed \$138,360 to add the SafeTrack Compliance Reporting module to SMART's existing MaxAccel Software Subscription.

SUMMARY:

SMART's Operations Management Team utilizes a cloud-based software program called MaxAccel developed by EMR, LLC. EMR, LLC is well established in the railroad industry with this software program being deployed by over 200 freight and passenger rail, industrial switching, port, barge, and railcar repair operations. This program was implemented back in December of 2017 and provides safety training plan management, efficiency testing, certification and qualification management, hours of service timekeeping and compliance management, and dispatcher delivery and tracking of general orders and notices to employees. This software program and the various modules that come with it provide SMART's Operations Management Team greater efficiency and compliance management to ensure SMART maintains compliance with Federal Railroad Administration ("FRA") rules and regulations.

Contract Amendment No. 2 adds one additional software module, SafeTrack Compliance Reporting, to SMART's existing master agreement. This added software module will assist SMART's Operations Management Team in accurately and efficiently capturing, managing, and electronically submitting the required monthly and yearly accident/incident reports directly to the Federal Railroad Administration ("FRA").

SMART Board of Directors March 16, 2022 Page 2 of 2

Staff recommends authorizing the General Manager to execute Contract Amendment No. 2 with EMR, LLC in an amount of \$20,100 for a total contract amount not-to-exceed \$138,360 to add the SafeTrack Compliance Reporting module to SMART's existing MaxAccel Master Software Subscription.

FISCAL IMPACT: Funds for this Amendment are included in the Fiscal Year 2021-22 operations budget and assumed in the subsequent years.

REVIEWED BY: [x] Finance	<u>/s/</u>	[x] Counsel <u>/s/</u>
Very truly yours,			
/s/			
Ken Hendricks			

Attachment(s): EMR, LLC Contract Amendment No. 2

Procurement Manager

SECOND AMENDMENT TO THE AGREEMENT FOR CONSULTANT SERVICES BETWEEN THE SONOMA-MARIN AREA RAIL TRANSIT DISTRICT AND EMR, LLC

This Second Amendment dated as of March 16, 2022 (the "Second Amendment"), to the Agreement for Consultant Services by and between EMR, LLC (hereinafter referred to as "CONSULTANT") and the Sonoma-Marin Area Rail Transit District (hereinafter referred to as "SMART"), dated as of December 7, 2017 (the "Original Agreement," as amended and supplemented by the First Amendment and now this Second Amendment, the "Agreement").

RECITALS

WHEREAS, CONSULTANT and SMART previously entered into the Original Agreement on December 7, 2017 to implement, train on, and support the following SafeTrack software products: (1) SafeTrack: Safety Training Program Plan Management, Efficiency Testing, Certifications/Qualifications Management, and (2) SafeTrack PHOS: Passenger Hours of Service Timekeeping and Compliance Management; and

WHEREAS, SMART previously entered into Amendment No. 1 on March 3, 2021 to adjust the scope of work to add the SafeTrack Analytics and SafeTrack Orders, Notices and Bulletins modules, extend the term of the Agreement to March 31, 2024 and increase the not-to-exceed amount of the Agreement; and

WHEREAS, SMART desires to amend the Agreement to adjust the scope of work to add the SafeTrack Compliance Reporting module and increase the not-to-exceed amount by \$20,100.00 for a total not-to-exceed of \$138,360.00; and

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

AGREEMENT

1. **"ARTICLE 2. LIST OF EXHIBITS"** The following exhibits are attached hereto and incorporated herein:

(a) EXHIBIT A: SCOPE OF WORK

The Exhibit A – Scope of Work is hereby amended to include the work described in the Exhibit A - Scope of Work attached to this Second Amendment.

(b) EXHIBIT B: BUDGET & SCHEDULE OF RATES

The Exhibit B - Schedule of Rates is hereby amended to include the rates listed in the Exhibit B - Schedule of Rates attached to this Second Amendment.

EMR, LLC, D/B/A MAXACCEL SECOND AMENDMENT OP-PS-17-001

- 2. "ARTICLE 5. PAYMENT" Article 5 of the Agreement is amended as follows:
 - In addition to the not-to-exceed amount set forth in the Original Agreement and subsequent Amendments, the contract amount shall be increased by an amount not-to-exceed \$20,100.00 for a total not-to-exceed of \$138,360.00 for the Agreement.
- 3. Except to the extent the Agreement is specifically amended or supplemented hereby, the Agreement, together with all supplements, amendments and exhibits thereto is, and shall continue to be, in full force and effect as originally executed, and nothing contained herein shall, or shall be construed to, modify, invalidate, or otherwise affect any provision of the Agreement.

[SIGNATURE PAGE TO FOLLOW]

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

	DISTRICT
Dated:	By Eddy Cumins, General Manager
	EMR, LLC, D/B/A MAXACCEL
Dated:	ByPeter Sutcliffe, Managing Partner
	APPROVED AS TO FORM:
Dated:	By District Counsel

EXHIBIT A SCOPE OF WORK

This Exhibit A Scope of Work is written to supplement the Exhibit A Scope of Work included in the Original Agreement and Subsequent Amendments.

I. Objective:

SMART is electing to add the following software module to this Agreement:

(1) SafeTrack Compliance Reporting.

II. SafeTrack Compliance Reporting

A. Overview

- a. Consultant shall provide SMART with user access, basic set-up and onboarding, and basic support services of the SafeTrack Compliance Reporting Module, which includes: Part 225 Accident/Incident Compliance Reporting Management and Electronic Submittal and Part 270 Reporting (In Development).
- b. SafeTrack Compliance Reporting is an application with capabilities to efficiently capture, manage, and electronically submit required Federal Railroad Administration ("FRA") reporting information while also capturing agency-specific information used for SMART's internal purposes. SafeTrack Compliance Reporting replaces AIRGNET by submitting the monthly reports to the FRA by email.

B. One-Time Set-Up and Implementation:

- a. Includes Web-Based application account access
- b. Unlimited access for SMART defined system user population.
- c. 4 Hours of web-based training and implementation support for basic implementation.
- d. Training and reference resources provided in electronic format.
- e. Set-Up Fees provided assume all required SMART information is received by Consultant at one time in proper template format for the application. Consultant shall provide the template for SMART to complete and provide the data. Use of the Consultant's template is the only means by which bulk upload of data into the application can take place.
- f. Consultant and SMART shall mutually agree on an Implementation Schedule in writing.
- g. Consultant shall provide written Notice to SMART that it is ready to commence initial user testing, validation, and power user training.

EMR, LLC, D/B/A MAXACCEL SECOND AMENDMENT OP-PS-17-001

- h. Consultant shall validate system set-up and user access levels with SMART.
- i. Consultant shall provide a "Sand Box" version of the application for use during initial training and testing to acquaint the Power Users with the application. After "Go Live", additional Sand Boxes can be requested for SMART's internal training purposes.
- j. SMART shall designate and assign at least two "Subject Matter Experts ("SME") to provide feedback and required information during implementation and to assist Consultant with system set-up. Other staff may also be involved in the implementation.
- k. SMART shall designate and assign at least three "Power Users" for this application to provide internal front-line support and additional training for the term of the contract. Consultant shall employ a "Train the Trainer" approach for the Power Users.
- 1. Consultant and SMART shall mutually agree upon the training schedule and organize the various training sessions, with the Power Users being trained first followed by the general employee training. Power Users and Subject Matter Experts should be made available for all training.
- m. Consultant shall provide a series of training resources in electronic format to SMART to assist in the training process. These resources cover the use of the application and highlight the main system functions.
- n. Additional web-based training is available at the rate of \$185.00 per Hour.
- o. On-Site training or support, if requested, is available at a per person day rate cost plus travel and related expenses and shall be in accordance with SMART's Travel Guidelines.

C. Support

- a. This module is based on a software as a service (SaaS) model.
- b. Consultant shall provide secondary level support for the term of the contract.
- c. Consultant shall fix defects and/or problems with the application for the term of the Agreement.
- d. Power Users will be the primary SMART liaison with Consultant and provide support for SMART's internal users.
- e. Any third-party application support is provided by the provider, supplemented to the extent possible by Consultant.
- f. SMART is responsible for the management and resolution of any problematic template data.
- g. If SMART requires additional training, custom reporting dashboards, changes to application interfaces, functionality or current system workflows, Consultant will scope the requested service and provide SMART with a quote. The estimate will be based on the Professional Support Services rate of \$185.00 per hour. Consultant reserves the right to decline enhancement or integration requests.

EMR, LLC, D/B/A MAXACCEL SECOND AMENDMENT OP-PS-17-001

- h. Excessive use of Product Support to handle issues related to training may result in SMART being charged the Professional Services Rate in quarter hour increments. Consultant shall provide SMART with written notice in advance of its intent to start charging for these services.
- i. Support is available Monday through Friday during regular business hours (typically 8-5 Mountain Time). Support can be reached by emailing support@maxaccel.com. Consultant shall respond to all problem reports and questions in a professional manner. In the event of a catastrophic failure, Consultant shall respond timely and as soon as possible.
- j. Subscription includes automatic application upgrades as they become available, secure hosting and responsive customer support.

EXHIBIT B SCHEDULE OF RATES

The below schedule of rates will apply to the Agreement from April 1, 2021 – March 31, 2024.

Software Module	04/01/2021 -	01/01/2022 -	01/01/2023 –	01/01/2024 -
	12/31/2021	12/31/2022	12/31/2023	03/31/2024
SafeTrack	The greater of \$620	The greater of \$640	The greater of \$675	The greater of \$695
	or \$7.95 per Active	or \$8.20 per Active	or \$8.60 per Active	or \$9.00 per Active
	Employee per Month	Employee per Month	Employee per Month	Employee per Month
SafeTrack Analytics	The greater of \$150 or \$0.50 per Active Employee per Month	The greater of \$165 or \$0.65 per Active Employee per Month	The greater of \$180 or \$0.80 per Active Employee per Month	The greater of \$190 or \$0.85 per Active Employee per Month
SafeTrack PHOS	The greater of \$515 or \$5.65 per Active Employee per Month	The greater of \$530 or \$5.80 per Active Employee per Month	The greater of \$550 or \$6.10 per Active Employee per Month	The greater of \$575 or \$6.40 per Active Employee per Month
SafeTrack PHOS	The greater of \$250	The greater of \$260	The greater of \$275	The greater of \$290
Orders, Notices	or \$2.50 per Active	or \$2.60 per Active	or \$2.75 per Active	or \$2.90 per Active
and Bulletins	Employee per Month	Employee per Month	Employee per Month	Employee per Month
*SafeTrack Compliance Reporting	N/A	\$750.00 per Month Flat Fee	\$825.00 per Month Flat Fee	\$900 per Month Flat Fee

^{*}SafeTrack Compliance Reporting has a <u>One-Time Set-Up and Implementation Fee of \$750.00</u>. Regular Monthly Fee shall be invoiced to SMART following Set-Up and Implementation.

Additional Professional Support Services:

Additional professional support services shall be billed at \$185.00 per hour.

Additional professional support services may include, but are not limited to:

- Modifications to Application Interfaces, Functionality, or Current System Workflow
- Implementation delays or extensions incurred for inconsistent, inaccurate, or incomplete data provided by SMART leading to additional services being required by the Consultant.



March 16, 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

Chris Coursey

Sonoma County Board of Supervisors

Debora Fudge

Sonoma County Mayors' and Councilmembers Association

Patty Garbarino

Golden Gate Bridge, Highway/Transportation District

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

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

SUBJECT: Authorize the General Manager to Award Contract No. FN-PS-22-001 to Eide Bailly LLP in an amount of \$172,750

Dear Board Members:

RECOMMENDATION:

Authorize the General Manager to Award Contract No. FN-PS-22-001 to Eide Bailly LLP to provide financial audit services with a not-to-exceed amount of \$172,750 for the initial term of three years. Staff also recommends authorizing the General Manager the approval authority to extend the contract utilizing Option Year 4 with a not-to-exceed amount of \$62,855 and Option Year 5 with a not-to-exceed amount of \$65,748.

SUMMARY:

SMART contracts with a third-party certified public accountancy firm to perform annual independent audit services and to assist with the preparation of the annual financial reports. SMART's existing consultant has completed the final audit deliverable on the existing contract and the contract is set to expire. In anticipation of the existing contract's expiration, SMART issued a Request for Proposal to procure the next Consultant under Solicitation No. FN-PS-22-001. SMART received 4 responsive proposals from the following proposers:

- 1. Badawi & Associates
- 2. Eide Bailly LLP
- 3. Maze & Associates
- 4. Pisenti & Brinker LLP

SMART's evaluation committee reviewed the proposals using the evaluation criteria identified in the Request for Proposal. The criteria included: demonstrated history of performing similar work, qualifications of the firm and key personnel, audit methodology and approach, and price.

SMART Board of Directors March 16, 2022 Page 2 of 2

Following the evaluation of the proposals, the Selection Committee made the determination that Eide Bailly LLP provides the overall best benefit to SMART and is recommending the firm for the award of this contract. This new contract includes the standard fixed price annual independent audit services and assistance with the preparation of the annual financial reports, as well as a time and materials component for additional services SMART may request auditor support with during the term of the contract.

Eide Bailly LLP has served the government industry for more than 70 years and has worked with more than 1,200 government clients throughout the nation. Not only are they qualified and experienced in public sector accounting, but also have extensive experience specifically in the transit arena working with clients such as: Golden Gate Bridge, Highway and Transportation District, Southern California Regional Rail Authority/Metrolink, Peninsula Corridor Joint Powers Board, and Santa Clara Valley Transportation Authority.

Staff recommends authorizing the General Manager to award Contract No. FN-PS-22-001 to Eide Bailly LLP to provide financial audit services with a not-to-exceed amount of \$172,750 for the initial term of three years. Staff also recommends authorizing the General Manager the approval authority to extend the contract utilizing Option Year 4 with a not-to-exceed amount of \$62,855 and Option Year 5 with a not-to-exceed amount of \$65,748.

FISCAL IMPACT: Funding is included in the approved Fiscal Year 2021-22 budget and assumed in subsequent years.

REVIEWED BY: [x] Finance <u>/s/</u>	[x] Counsel	/s/
Very truly yours,	,		
/s/ Ken Hendricks			
Procurement Ma	anager		
Attachment(s):	Eide Bailly LLP Contract Agreeme	nt No. FN-PS-22-0	01

AGREEMENT FOR CONSULTANT SERVICES

This agreement ("Agreement"), dated as of March 16, 2022 ("Effective Date") is by and between the Sonoma-Marin Area Rail Transit District (hereinafter "SMART"), and Eide Bailly LLP (hereinafter "Consultant").

RECITALS

WHEREAS, Consultant represents that it is a duly qualified provider of municipal audit services, licensed as California Certified Public Accountants, and experienced in the areas of public agency auditing, implementation of Governmental Accounting Standards Board Statements, 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 conduct the annual Independent Audits, render the appropriate audit reports and other documentation required by applicable statutes and regulatory agencies, and assist with Governmental Accounting Standards Board statements; and

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

AGREEMENT

ARTICLE 1. RECITALS.

Section 1.01 The above Recitals are true and correct.

ARTICLE 2. LIST OF EXHIBITS.

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

- (a) Exhibit A: Scope of Work & Timeline
- (b) Exhibit B: Schedule of Rates
- (c) Exhibit C: FTA & DOT Requirements

ARTICLE 3. REQUEST FOR SERVICES.

Section 3.01 <u>Initiation Conference</u>. SMART's Chief Financial Officer or designee (hereinafter "SMART Manager"), will initiate all requests for services through an Initiation Conference, which may be in person, by telephone, or by email. During the Initiation Conference, the SMART Manager and Consultant will establish and agree on all timelines and deliverables.

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

ARTICLE 4. SCOPE OF SERVICES.

Section 4.01 <u>Scope of Work</u>. Consultant shall perform services within the timeframe outlined in **Exhibit A** (cumulatively referred to as the "Scope of Work").

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

Section 4.03 <u>Performance Standard</u>. 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) terminate this Agreement pursuant to the provisions of Article 7; or (c) pursue any and all other remedies at law or in equity.

Section 4.04 <u>Assigned Personnel.</u>

- (a) Consultant shall assign only competent personnel to perform work hereunder.
- (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, which consent may not be unreasonably withheld. Key personnel shall be 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:
 Nathaniel Edelman, Engagement Partner
 Ahmad Gharaibeh, Technical Review Partner
 Joe Escobar, Audit Manager
 Janice Yu, Senior Associate
 Hannah Hwang, Senior Associate

ARTICLE 5. PAYMENT.

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

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

Exhibit B; provided, however, that total payments to Consultant shall not exceed \$172,750.00, without the prior written approval of SMART. Consultant shall submit its invoices in arrears on a monthly basis in a form approved by the Chief Financial Officer. The invoices shall show or include: (i) the task(s) performed; (ii) the time in quarter hours devoted to the task(s); (iii) the hourly rate or rates of the persons performing the task(s); and (iv) copies of receipts for reimbursable materials/expenses, if any. All reimbursable expenses must comply with SMART's Travel Guidelines and must receive prior approval. Consultant's reimbursement for materials/expenses shall not include items already included in Consultant's overhead as may be billed as a part of its labor rates set forth in Exhibit B. SMART does not reimburse Consultant for travel time, unless specifically authorized by the SMART Manager in writing.

Section 5.03 Consultant must submit all invoices on a timely basis, but no later than thirty (30) days from the date the services/charges were incurred. District shall not accept invoices submitted by Consultant after the end of such thirty (30) day period without District pre-approval. Time is of the essence with respect to submission of invoices and failure by Consultant to abide by these requirements may delay or prevent payment of invoices or cause such invoices to be returned to the Consultant unpaid.

ARTICLE 6. TERM OF AGREEMENT.

Section 6.01 The term of this Agreement shall remain in effect through March 15, 2025, with two additional one-year options to extend at SMART's sole discretion unless terminated earlier in accordance with the provisions of **Article 7** below.

ARTICLE 7. TERMINATION.

Section 7.01 <u>Termination Without Cause</u>. Notwithstanding any other provision of this Agreement, at any time and without cause, SMART shall have the right, at their sole discretion, to terminate this Agreement by giving 30 days written notice to the other party.

Section 7.02 <u>Termination for Cause</u>. 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 <u>Delivery of Work Product and Final Payment Upon Termination</u>. 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 rendered and expenses incurred hereunder, in accordance with this Agreement and applicable professional standards, an amount which bears the same ratio to the total payment specified in the Agreement as the services 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 <u>Authority to Terminate</u>. 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, 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 other than a claim arising from Consultant's professional negligence. 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 and applicable professional standards, 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 <u>Workers' Compensation Insurance</u>. 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 <u>General Liability Insurance</u>. Commercial General Liability insurance covering products-completed and ongoing operations, property damage, bodily injury and personal injury using an occurrence policy form, in an amount no less than \$1,000,000 per occurrence, and \$2,000,000 aggregate.

Section 9.03 <u>Automobile Insurance</u>. Automobile Liability insurance covering bodily injury and property damage in an amount no less than \$1,000,000 combined single limit for each occurrence. Said insurance shall include coverage for owned, hired, and non-owned vehicles.

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

Section 9.05 <u>Endorsements</u>. Prior to commencing work, Consultant shall file Certificate(s) of Insurance with SMART evidencing the required coverage and endorsement(s). 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 <u>Deductibles and Retentions</u>. 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 of retention provision limiting payment to the name insured is not acceptable.

Section 9.07 <u>Claims Made Coverage</u>. 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 <u>Documentation</u>. 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. 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 <u>Policy Obligations</u>. Consultant's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

Section 9.10 <u>Material Breach</u>. 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 <u>Standard of Care</u>. 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 <u>Status of Consultant</u>. The parties intend that Consultant, in performing the services specified herein, shall act as an independent Consultant 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 <u>Taxes</u>. 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 <u>Records Maintenance</u>. Consultant shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement and shall make such documents and records available to SMART for inspection at any reasonable time. Consultant shall maintain such records for a period of four (4) years following completion of work hereunder. Consultant and Subconsultants shall permit access to all records reasonably related to Consultant's compliance with the terms of this Agreement.

Section 12.05 <u>Conflict of Interest</u>. Consultant covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Consultant further covenants that in the performance of this Agreement no person having any such interests shall be employed. In addition, if requested to do so by SMART, Consultant shall complete and file and shall require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" with SMART disclosing Consultant's or such other person's financial interests.

Section 12.06 <u>Nondiscrimination</u>. 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 <u>Assignment Of Rights</u>. 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 deliverables, 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 deliverables as SMART may direct, and refraining from disclosing any versions of the deliverables to any third party without first obtaining written permission of SMART. Consultant shall not use or permit another to use the deliverables 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 prepared specifically by Consultant for SMART and that are required to be delivered by Consultant to SMART under the terms of this Agreement (the "Deliverables"), 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 deliverables upon completion of the work pursuant to this Agreement. Upon expiration or termination of this Agreement, Consultant shall promptly deliver to SMART all such deliverables, which have not already been provided to SMART in such form or format, as SMART deems appropriate. Such deliverables shall be and will remain the property of SMART without restriction or limitation provided SMART has paid for the same. Consultant may retain copies of the above- described deliverables but agrees not to disclose or discuss any information gathered, discovered, or generated in any way through this Agreement without the express written permission of SMART.

ARTICLE 13. DEMAND FOR ASSURANCE.

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

ARTICLE 14. ASSIGNMENT AND DELEGATION.

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

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

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

If to SMART Manager: Sonoma-Marin Area Rail Transit District

Attn: Heather McKillop, CFO

5401 Old Redwood Highway, Suite 200

Petaluma, CA 94954

hmckillop@sonomamarintrain.org

707-794-3320

If to SMART Billing: Sonoma-Marin Area Rail Transit District

Attn: Accounts Payable

5401 Old Redwood Highway, Suite 200

Petaluma, CA 94954

billing@sonomamarintrain.org

707-794-3330

If to Consultant: Eide Bailly LLP

Attn: Nathaniel Edelman, Partner 4040 Campbell Ave., Suite 200

Menlo Park, CA 94025 nedelman@eidebailly.com

650-223-6115

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

ARTICLE 16. MISCELLANEOUS PROVISIONS.

Section 16.01 No Waiver of Breach. The waiver by SMART of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement.

Section 16.02 <u>Construction</u>. To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Consultant and SMART acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. Consultant and SMART acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

Section 16.03 <u>Consent</u>. Wherever in this Agreement the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.

Section 16.04 <u>No Third-Party Beneficiaries</u>. Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

Section 16.05 <u>Applicable Law and Forum</u>. This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Venue for any action to enforce the terms of this Agreement or for the breach thereof shall be in the Superior Court of the State of California in the County of Marin.

Section 16.06 <u>Captions</u>. The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.

Section 16.07 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 16.08 <u>Acceptance of Electronic Signatures and Counterparts</u>. The parties agree that this Contract, Agreements ancillary to this Contract, and related documents to be entered into this Contract will be considered executed when all parties have signed this

Agreement. Signatures delivered by scanned image as an attachment to electronic mail or delivered electronically through the use of programs such as DocuSign must be treated in all respects as having the same effect as an original signature. Each party further agrees that this Contract may be executed in two or more counterparts, all of which constitute one and the same instrument.

Section 16.09 <u>Time of Essence</u>. Time is and shall be of the essence of this Agreement and every provision hereof.

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

CONS	SULTANT: EIDE BAILLY LLP
By:	Nathaniel Edelman, Partner
Date:	
SONO	OMA-MARIN AREA RAIL TRANSIT (SMART)
By:	Eddy Cumins, General Manager
Date:	
	TIFICATES OF INSURANCE ON FILE WITH AND ROVED AS TO SUBSTANCE FOR SMART:
By:	Ken Hendricks, Procurement Manager
Date:	
APPR	OVED 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 Eide Bailly, LLP to provide independent financial audit services.

II. Project Management

All work shall be initiated by the SMART Manager or designee (hereinafter "SMART Manager") in writing or by teleconference.

III. Scope of Work

A. Objective

The Consultant shall provide for SMART's Independent Audits and assist with the preparation of the Annual Comprehensive Financial Reports ("ACFR"). These audits shall be performed in accordance with U.S. generally accepted auditing standards and the U.S. Office of Management and Budget ("OMB") Super Circular, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

B. Audit Approach

Consultant shall incorporate the following audit approach when performing work under this Agreement.

1. Planning

- a. Discuss and finalize the engagement timeline, audit approach, and process.
- b. Discussions with management and accounting staff, including the Board if requested, to address any risks or concerns that they may have.
- c. Evaluate nature of the operating environment.
- d. Review interim financial information and reports to identify significant risks and changes.
- e. Review significant estimate areas and consideration of underlying assumptions early.

- f. Gain an understanding of SMART and its reporting units and their environments.
- g. Document internal control systems, including IT, and related changes from prior periods.
- h. Consideration of fraud, risk of non-compliance, illegal acts, abuse, etc.
- i. Assess audit risk and identify potential audit issues.
- j. Assess materiality and testing scopes to extent possible and presentation of audit plan.
- k. Preparation and communication of audit request lists and workpapers.
- 1. Develop expectations regarding timing and audit progress.
- m. Gain understanding of single audit programs and perform an analysis of potential major federal programs.

2. Interim Work (Single Audit)

- a. Composed of the following phases: 1) Risk Assessment and Planning, 2) Major program testing, and 3) Assessment and reporting.
 - i. Risk Assessment and Planning:
 - 1. Determine grant awards and funding increments.
 - 2. Determine the Type A and Type B thresholds.
 - 3. For any programs above the threshold (Type A) perform a review of the past two single audits and document the program risk to determine if the program is high risk or low risk.
 - 4. Make final determination of major programs to be tested based on the above steps.
 - Review the applicable Uniform Guidance Compliance Supplement for any unusual items for each of the major programs, as well as determine which compliance areas are direct and material for each major program.

ii. Major Program Testing:

- 1. Obtain the audit steps from the Compliance Supplement which provides the audit steps for each major program.
- 2. Based on the direct and material compliance areas identified during the planning phase, obtain from management the process and controls relating to those direct and material compliance areas.
- 3. Select samples for control and compliance testing.

- 4. Perform control testing for effectiveness and compliance testing of selected transactions.
- 5. Report any material weaknesses or material noncompliance to SMART's management.
- 6. Provide periodic meetings to discuss the status of the Single Audit testing.

iii. Assessment and Reporting:

- 1. If any additional major programs have been identified, perform the steps as noted in the major program testing for the new programs.
- 2. Review the prior findings, if any, and perform steps to determine if the findings were cleared by management and do not need to be reported during the current year.
- 3. Prepare the Schedule of Findings and Questioned Costs.
- 4. Have an exist conference with management and key grant personnel and provide a draft report of the single audit, as well as, any Yellow Book findings required to be reported.

3. Interim Work (Financial Statement)

- a. Discussions with management to determine internal controls, perform walk-throughs and discuss any potential audit issues.
- b. Determine audit procedures by area, based on results of audit planning and risk assessment.
- c. Determine confirmation needs.
- d. Prepare listing of audit information requested from SMART.
- e. Review minutes, resolutions, ordinances.
- f. Perform tests of legal compliance.
- g. Weekly updates to SMART staff.
- h. Exist conference with management.

4. Fieldwork

- a. Audit areas based on risk assessment.
- b. Obtain and prepare schedules and analyses supporting the financial information.
- c. Discuss findings with management, if any.
- d. Discuss proposed journal entries with management, if any.
- e. Finalize single audit testing.

- f. Weekly updates to SMART staff.
- g. Exit conference with management.

5. Reporting

- a. Review of the financial statements by the partner over the engagement.
- b. Review of the financial statements by a partner not otherwise associated with the audit to obtain a "second opinion" on the completeness and adequacy of financial statement disclosures and audit procedures.
- c. Completion of management letters and review with management.
- d. Preparation of other communications to management and the Board.
- e. Assistance with preparation of the Data Collection Form and the preparation of the reporting package for submission to the Federal Audit Clearinghouse.
- f. Presentation to the Board at its regularly scheduled meeting, as requested.

6. Ongoing Communication

- a. Obtain interim financial statements throughout the year for review.
- b. Analyze significant changes and identify areas to further tailor the audit plans and to keep up-to-date with continuing changes.
- c. Compare the interim results to year-end results for the past few years to identify potential issues in the financial reporting process.
- d. Participate periodically at SMART's Board Meetings and any other meetings at SMART's request.

IV. Timeline for Each Requirement / Task

The financial audits and Comprehensive Annual Financial Audits ("CAFR") preparation must be completed by November 1st of each year for the previous Fiscal Year.

Any additional services requested by SMART beyond the performance of the independent financial audits and time and materials must be mutually agreed upon in writing.

The following table identifies the structure of the audit for SMART reports and the timing of each section:

Activity	Timing
Planning	February to March
Interim and Single Audit Fieldwork	April to May
Fieldwork	September to October
Exit Conference	October to November
Reporting	By November 1st
Ongoing Communication	Throughout the Year

These activities and timelines may be amended through mutual written agreement by both parties with the objective being that the Consultant shall ensure that all audit work, including basic financial statements, notes, management reports, and the single audit, will be completed by November 1st of each year.

V. Acceptance Criteria

The SMART Manager will be responsible for reviewing all work performed to ensure it meets SMART's requirements. Upon the successful completion of the work, the SMART Manager shall issue a Notice of Acceptance and instruct the Consultant to submit its invoice. If work performed does not meet the requirements of the Agreement, Consultant shall be required to replace work that fails to comply with this Agreement and applicable professional standards at no cost to SMART.

EXHIBIT B SCHEDULE OF RATES

1. Fixed Price for Annual Audit and One Single Audit Program

	Initial Term			Optiona	l Terms
Description of Services	Year 1	Year 2	Year 3	Year 4	Year 5
Fixed Price for Audit Services	\$50,150	\$52,500	\$55,100	\$57,855	\$60,748

The fixed price for audit service rates are all inclusive and include all labor, supervision, overhead, profit, administration, travel, and any other indirect and direct cost associated with performing the work.

Invoices shall be submitted as the work progresses, with an initial invoice at the completion of the interim fieldwork, a second invoice at the completion of fieldwork, and a final invoice following issuance of the audit report.

2. Additional Services

Any additional services requested by SMART above and beyond that of the performance of SMART's Independent Audits and the assistance with the preparation of the Annual Comprehensive Financial Reports ("ACFR") will be performed on a time and materials basis using the job classifications and hourly rates identified below. Additional service requests must be mutually agreed upon in writing before work beings. Any materials related to additional service work will be billed at cost with receipt documentation provided. Any travel costs associated with additional service requests must receive prior written approval from the SMART Manager and shall be in accordance with SMART's Travel Guidelines.

CALENDAR YEAR HOURLY RATES					
Job Classification	2022	2023	2024	2025	2026
Partner	\$350.00	\$367.50	\$385.88	\$405.17	\$425.43
Senior Manager/Manager	\$275.00	\$288.75	\$303.19	\$318.35	\$334.26
Senior Associate/Associate	\$175.00	\$183.75	\$192.94	\$202.58	\$212.71
Staff	\$100.00	\$105.00	\$110.25	\$115.76	\$121.55

The hourly rates identified in the above table include all labor, supervision, overhead, profit, insurance, and any other indirect cost associated with providing service to SMART.

EXHIBIT C FTA & DOT REQUIREMENTS

UNITED STATES DEPARTMENT OF TRANSPORTATION (DOT), FEDERAL TRANSIT ADMINISTRATION (FTA) AND CALIFORNIA DEPARTMENT OF TRANSPORTATION REQUIREMENTS

1. General.

In performance of its obligations pursuant to this Agreement or Purchase Order [Hereinafter "Agreement"], the Contractor, Seller, or Consultant [Hereinafter "Contractor"] agrees to comply with all applicable provisions of federal, state and local law, regulations, and FTA directives. The terms of the most recent amendment to any federal, state or local laws, regulations, FTA directives, and amendments to the grant or cooperative agreement providing funding for this Agreement that may be subsequently adopted, are applicable to the Agreement to the maximum extent feasible, unless the FTA provides otherwise in writing. The Federal or State regulations set forth in this Agreement to be observed in the performance of the Agreement are subject to change, and such changed requirements will apply to this Agreement as required. Contractor shall include in its subcontracts, and require its subcontractors of every tier to include in their respective subcontracts, provisions incorporating the requirements of this Attachment. Contractor's failure to comply with these requirements shall constitute a material breach of this Agreement and may result in the withholding of progress payments to the Contractor, in addition to other remedies.

2. Fly America.

The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the U.S. General Services Administration's regulations at 41 CFR §§301-10.131 – 301-10.143, which provide that recipients and subrecipients of Federal funds and their Contractors are required to use U.S. flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. If a foreign air carrier is used, the Contractor shall submit an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

3. Energy Conservation.

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in

compliance with the Energy Policy and Conservation Act, as amended, 42 U.S.C. §6321 et seq., and perform an energy assessment for any building constructed, reconstructed, or modified with federal assistance required under FTA regulations, "Requirements for Energy Assessments," 49 C.F.R. Part 622, subpart C.

4. Clean Water.

The Contractor agrees:

- (a) to comply with the mandatory energy standards and policies of its state energy conservation plans under the Energy Policy and Conservation Act, as amended, 42 U.S.C. all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 1388, *et seq*. The Contractor agrees to report each violation to SMART and understands and agrees that SMART will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office; and
- (b) to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.
- 5. Byrd Anti-Lobbying Amendment, as amended by the Lobbying Disclosure Act of 1995.

Contractors that apply or bid for an award must file the certification required by 49 CFR Part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

<u>Byrd Anti-Lobbying Certificate</u> - Certification for Contracts, Grants, Loans, and Cooperative Agreements (to be submitted with each bid or offer exceeding \$100,000)

The undersigned Contractor certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of

any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96).
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure.

Date:
Company Name: <u>Eide Bailly LLP</u>
Print Name:
Title:
Signature:

6. Federal Changes.

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this Agreement. Contractor's failure to so comply shall constitute a material breach of this Agreement.

7. Clean Air.

The Contractor agrees to:

- (a) comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 – 7671q, et seq. The Contractor agrees to report each violation to SMART and understands and agrees that SMART will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office; and
- (b) include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

8. Recovered Materials and Solid Wastes.

The Contractor agrees to comply with all the requirements of Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (RCRA). The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Furthermore, Contractor will comply with Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

9. No Obligation by the Federal Government.

- (a) SMART and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the Agreement, absent the express written consent by the Federal Government, the Federal Government is not a party to this Agreement and shall not be subject to any obligations or liabilities to SMART, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the Agreement.
- (b) The Contractor agrees to include the above clause in each subcontract financed in EIDE BAILLY LLP **AGREEMENT** FN-PS-22-001

whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

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

- (a) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this project. Upon execution of the Agreement, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Agreement or the FTA assisted project for which this Agreement work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
- (b) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.
- (c) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.
- **11. Special Termination Provisions.** In addition to the Termination provisions contained in the Agreement, the following Termination provisions apply.
 - (a) <u>Termination for Convenience</u>. SMART may terminate this Agreement, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including Agreement close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to SMART to be paid the Contractor. If the Contractor has any property in its possession belonging to SMART, the Contractor will account for the same, and dispose of it in the manner SMART directs.
 - (b) <u>Termination for Default</u>. If the Contractor does not deliver supplies in accordance with the Agreement delivery schedule, or, if the Agreement is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to

EIDE BAILLY LLP AGREEMENT

FN-PS-22-001

comply with any other provisions of the contract, SMART may terminate this Agreement for default. Termination shall be effected by serving a notice of termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will only be paid the Agreement price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by SMART that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, then SMART, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

(c) Opportunity to Cure. SMART in its sole discretion may, in the case of a termination for breach or default, allow the Contractor up to ten (10) days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

If Contractor fails to remedy to SMART's satisfaction the breach or default of any of the terms, covenants, or conditions of this Agreement within ten (10) days after receipt by Contractor of written notice from SMART setting forth the nature of said breach or default, SMART shall have the right to terminate the Agreement without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude SMART from also pursuing all available remedies against Contractor and its sureties for said breach or default.

- (d) Waiver of Remedies for any Breach. In the event that SMART elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Agreement, such waiver by SMART shall not limit SMART's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Agreement.
- (e) <u>Termination for Convenience or Default (Architect and Engineering Contracts)</u>. SMART may terminate this Agreement in whole or in part, for SMART's convenience or because of the failure of the Contractor to fulfill the Agreement obligations. SMART shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to SMART all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this Agreement, whether completed or in process.

If the termination is for the convenience of SMART, SMART shall make an equitable adjustment in the Agreement price but shall allow no anticipated profit on unperformed services.

If the termination is for failure of the Contractor to fulfill the Agreement obligations, SMART may complete the work by contract or otherwise and the Contractor shall be EIDE BAILLY LLP **AGREEMENT** FN-PS-22-001

Page 25 of 37

liable for any additional cost incurred by SMART.

If, after termination for failure to fulfill Agreement obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of SMART.

12. Suspension and Debarment.

This Agreement is a covered transaction for purposes of 49 CFR Part 29. As such, the Contractor is required to verify that none of the Contractors, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into. By signing and submitting its bid or proposal, the bidder or proposer certifies as follows.

Suspension and Debarment Certificate

The Contractor hereby certifies that neither the Contractor, nor its principals, as defined at 49 CFR 29.995, nor its affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

This certification is a material representation of fact relied upon by SMART. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to SMART, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a similar provision requiring such compliance in its lower tier covered transaction.

Company Name: <u>Eide Bailly LLP</u>		
By:	-	
Print Name:		
Title:		
Date:	_	

13. Civil Rights.

The following requirements apply to the Agreement:

- (a) Nondiscrimination In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- (b) <u>Equal Employment Opportunity</u> The following equal employment opportunity requirements apply to the Agreement:
 - Race, Color, Creed, National Origin, Sex In accordance with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60, et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375. "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, creed, national origin, sex, sexual orientation, gender identity, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
 - (2) Age In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
 - (3) <u>Disabilities</u> In accordance with section 102 of the Americans with

Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

14. **Disputes**.

Disputes arising in the performance of this Agreement which are not resolved by agreement of the parties shall be decided in writing by SMART's General Manager. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the General Manager. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the General Manager shall be binding upon the Contractor and the Contractor shall abide by the decision.

15. Performance During Dispute.

Unless otherwise directed by SMART, Contractor shall continue performance under this Agreement while matters in dispute are being resolved unless this dispute causes a demonstrable adverse interest threat to Contractor's independence as an auditor.

16. Claims for Damages.

Should either party to the Agreement suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.

17. Remedies.

Unless this Agreement provides otherwise, all claims, counterclaims, disputes and other matters in question between SMART and the Contractor arising out of or relating to this Agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within California.

18. Rights and Remedies.

The duties and obligations imposed by the Agreement and the rights and remedies EIDE BAILLY LLP **AGREEMENT** FN-PS-22-001

available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by SMART or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

19. Disadvantaged Business Enterprises.

In addition to the requirements set forth in the Notice to Proposers or Bidders regarding Disadvantaged Business Enterprise (DBE) Information the following requirements apply to this Agreement.

- (a) This Agreement is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.* The national goal for participation of Disadvantaged Business Enterprises (DBE) is <u>10%</u>. The agency's overall goal for DBE participation is <u>0.03%</u>.
- (b) The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CPR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate. Each subcontract the Contractor signs with a subcontractor must include the assurance in this paragraph (*see* 49 CFR 26.13(b)).
- (c) The successful bidder/offer or will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.
- (d) The contractor shall promptly pay any and all subcontractors by an instrument that guarantees availability of funds immediately upon deposit of said instrument. The contractor shall include, in its monthly invoice submission to SMART, amounts to pay for all subcontractors' acceptable invoices, no later than 30 days after receipt of such invoices. Unless otherwise approved in writing by SMART, the contractor shall, within ten (10) days after receipt of the payment made by SMART, pay to each of its immediate subcontractors for satisfactory performance of its contract, the amounts to which they are entitled, after deducting any prior payments and any amount due and payable to the contractor by those subcontractors. Any delay or postponement of such payment may take place only for good cause and with SMART's prior written approval. If the contractor determines the work of the subcontractors to be unsatisfactory, the contractor must immediately notify in writing SMART (with a separate notice to the Liaison Officer if the subcontractor is a DBE) and state the reasons. Failure by the contractor to comply with this requirement will be construed to be breach of contract and may be subject to sanctions as specified in the contract.

- (e) Should SMART make incremental inspections and, upon approval of the contractor's work at various stages of the contract, pay a portion of the retainage, the contractor shall promptly, within 30 days after SMART has made such payment, pay to the subcontractor who has satisfactorily completed all of its work and whose work is covered by SMART's inspection and approval, all retainage owed to the subcontractor. SMART's incremental inspections, approval or release of a portion of the retainage under this section shall not constitute acceptance.
- (f) The Contractor must promptly notify SMART whenever a DBE subcontractor performing work related to this Agreement is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The Contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of SMART. In this situation, the prime contractor shall provide copies of new or amended subcontracts, or documentation of good faith efforts. If the contractor fails or refuses to comply in the time period specified, SMART will issue an order stopping all or part of payment/work until satisfactory action has been taken. If the contractor still fails to comply, SMART may issue a termination for default proceeding.

20. Exclusionary or Discriminatory Specifications.

Apart from inconsistent requirements imposed by Federal statute or regulations, Contractors shall comply with the requirements of 49 U.S.C. § 5323(h)(2) by refraining from using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

21. No Federal Government Obligations to Contractor and Third Parties.

Absent the Federal Government's express written consent, the Federal Government shall not be subject to any obligations or liabilities to Contractor, or any other third party in connection with the performance of the Agreement. Notwithstanding any concurrence provided by the Federal Government in or approval of any solicitation, contract, or subagreement, the Federal Government continues to have no obligations or liabilities to any party, including the Contractor.

22. Geographic Restrictions.

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

23. Access To Records and Reports.

Contractor shall comply with the following requirements:

(a) Record Retention. Contractor shall, during the course of the Agreement and for EIDE BAILLY LLP AGREEMENT FN-PS-22-001 Page **30** of **37**

three years after final payment, retain and maintain complete readily accessible records, documents, reports, contracts, and supporting materials relating to the Agreement as SMART may require.

- (b) Access to Records. Contractor shall permit SMART, the Secretary of Transportation and the Comptroller General of the United States, or their authorized representatives, to inspect all project work, materials, payrolls, and other data, and to audit the books, records, and accounts of Contractor and its subcontractors pertaining to the Agreement. In accordance with 49 U.S.C. § 5325(g), Contractor shall require each subcontractor to permit SMART, the Secretary of Transportation and the Comptroller General of the United States, or their duly authorized representatives, to inspect all work, materials, payrolls, and other data and records involving that subcontractor agreement and to audit the books, records, and accounts involving that subcontractor agreement as it affects the Agreement.
- (c) State Audit, Inspection, Access to Records and Retention of Records Requirements. Contractor and its subcontractors shall establish and maintain an accounting system and records that properly accumulate and segregate incurred costs by line item for the project. Contractor and its subcontractors' accounting systems shall conform to generally accepted accounting principles (GAAP) and all records shall provide a breakdown of total costs charged to the project, including properly executed payrolls, time records, invoices and vouchers as well as all accounting generated reports. Contractor and its subcontractors shall permit representatives of the State and State Auditor to inspect, examine, make excerpts or transcribe Contractor and its subcontractors' work, documents, papers, materials, payrolls, books, records, accounts, any and all data relevant to this Agreement at any reasonable time and to audit and verify statements, invoices or bills submitted by Contractor and its subcontractors pursuant to this Agreement, and shall provide copies thereof upon request and shall provide such assistance as may be reasonably required in the course of such audit or inspection.

The State, its representatives and the State Auditor further reserve the right to examine, inspect, make copies, or excerpts of all work, documents, papers, materials, payrolls, books and accounts, and data pertaining to this Agreement and to inspect and re-examine said work, documents, papers, materials, payrolls, books, records, accounts and data during the life of the Agreement and for the three (3) year period following the final payment under this Agreement, and Contractor and its subcontractors shall in no event dispose of, destroy, alter or mutilate said work, documents, papers, materials, payrolls, books, records, accounts and data in any manner whatsoever for three (3) years after final payment under this Agreement and all pending matters are closed.

Any costs for which Contractors and its subcontractors have received payment that are determined by subsequent audit to be unallowable under the terms of this agreement may be required to be repaid to SMART by the Contractors and its subcontractors. Should Contractor and its subcontractors fail to reimburse money due SMART within 30 days of demand, or within such other period as may be agreed between the parties hereto, SMART is authorized to withhold future payments due Contractor and its subcontractors

from any source.

The Contractor agrees that the Contract Cost Principles and Procedures at least as restrictive as 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31 *et seq.*, shall be used to determine the allowability of individual items of costs.

The Contractor agrees to comply with Federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

Any costs for which payments have been made to the Contractor, which are determined by subsequent audit to be unallowable under 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31 *et seq.*, or 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, are subject to repayment by Contractor to SMART.

Any subcontract entered into as a result of this Agreement shall contain all the provisions of this section.

24. ADA Access.

Contractor shall comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. § 12101 *et seq.*; section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794; 49, U.S.C. § 5301(d); and the following Federal regulations including any amendments thereto:

- (a) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37;
- (b) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;
- (c) U.S. DOT regulations "Americans with Disabilities (DA) Accessibility Specifications for Transportation Vehicles," 49 C.F.R. Part 38;
- (d) U.S. DOT regulations, "Nondiscrimination on the basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;
- (e) U.S. Department of Justice (DOJ) regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;
- (f) U.S. General Services Administration (GSA) regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;
- (g) U.S. Equal Employment Opportunity Commission, "Regulations to implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630:
- (h) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F;

- (i) FTA regulations, 'Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609; and
- (j) Any implementing requirements FTA may issue.

25. Fair Labor Standards Requirements.

Contractor shall comply with the minimum wage and overtime provisions of the Fair Labor Standards Act, as amended, 29 U.S.C. §§ 206 and 207, which apply to employees performing work under the Agreement.

26. Contract Work Hours and Safety Standards Act.

(40 U.S.C. §§ 3701 – 3708) Contractor shall comply with 40 U.S.C. § 3702 and § 3704, as supplemented by Department of Labor regulations (29 C.F.R. part 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer based on a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous.

Contractor shall comply with the determinations pertaining to these requirements that may be made in accordance with applicable U.S. Department of Labor (DOL) regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5.

Contractor shall comply with U.S. DOL regulations, "Recording and Reporting Occupational Injuries and Illnesses," 29 C.F.R. Part 1904; "Occupational Safety and Health Standards," 29 C.F.R. Part 1910, and "Safety and Health Regulations for Construction," 29 C.F.R. Part 1926.

27. State Fair Employment Practices.

In the performance of work under this Agreement, Contractor and its subcontractors will not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (including cancer), age (over 40), marital status and denial of family care leave. Contractor and its subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the

applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12900 (a-f), set forth in chapters of Division 4 of Title 2 of the California Code of Regulations are incorporated into this agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. Contractor and its subcontractors shall include the nondiscrimination and compliance provisions of this clause in all subcontractor agreements to perform work under this agreement.

Contractor and its subcontractors will permit access to all records reasonably related to Contractor's performance of this Agreement.

28. Metric System.

To the extent required by U.S. DOT or FTA, Contractor shall use the metric system of measurement, as may be required by 49 U.S.C. §§ 205a et seq.; Executive Order No. 12770, "Metric Usage In Federal Government Programs," 15 U.S.C. § 205a note; and other regulations, guidelines, and policies issued by U.S. DOT or FTA. To the extent practicable and feasible, Contractors shall accept products and services with dimensions expressed in the metric system of measurement.

29. Environmental Protection.

Contractor shall comply with the following requirements:

- (a) Contractor shall comply with all applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 *et seq.* consistent with Executive Order. No. 11514, as amended, "Protection and Enhancement of Environmental Quality," 42 U.S.C. § 4321 note; PTA statutory requirements on environmental matters at 49 U.S.C. § 5324(b); Council on Environmental Quality regulations on compliance with the National Environmental Policy Act of 1969, as amended, 40 C.F.R. Part 1500 *et seq.*; and joint FHWA/FTA regulations, "Environmental impact and Related Procedures," 23 C.F.R. Part 771 and 49 C.F.R. Part 622.
- (b) Contractor shall comply with all Federal transit laws, such as 49 U.S.C. §5323(c)(2) and 23 U.S.C. §139, as applicable.
- (c) Contractor shall report and require each subcontractor at any tier to report any violation of these requirements resulting from any Contract activity of Contractor or subcontractor to FTA and the appropriate U.S. EPA Regional Office.

30. Privacy Act.

Contractor agrees to comply with, and assures the compliance of its employees with the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C § 552. Contractor understands that the requirements of the Privacy Act, including civil and criminal penalties for violation of the Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

31. Veterans Preference.

As provided in 49 U.S.C. §5325(k), the Contractor, to the extent practicable, agrees and assures that each subcontractor:

- 1. Will give a hiring preference to veterans, as defined in 5 U.S.C. §2108, who have the skills and abilities required to perform construction work required under Agreement in connection with a Capital Project supported with federal assistance appropriated or made available for 49 U.S.C. chapter 53; and
- 2. Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

32. Safe Operation of Motor Vehicles.

- (a) Seat Belt Use. Contractor agrees to implement Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. §402 note, (62 Fed Reg. 19217), by:
 - Adopting and promoting on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles.
- (b) Distracted Driving, Including Text Messaging While Driving. Contractor agrees to comply with Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving,", 23 U.S.C. §402, U.S. DOT Order 3902.10, "Text Messaging While Driving", and U.S. DOT Special Provision pertaining to Distracted Driving:
 - a. Safety. The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle the company owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the Agreement, or when performing any work for or on behalf of SMART.

b. Contractor agrees to conduct workplace safety initiatives in a manner commensurate with its size, such as establishing new rules and programs to prohibit text messaging while driving, re-evaluating the existing programs to prohibit text messaging while driving, and providing education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

33. Alcohol Misuse and Prohibited Drug Use.

Contractor and all Subcontractors shall comply with:

- a. Federal Transit Laws, specifically 49 U.S.C. §5331
- b. FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 C.F.R. Part 655
- c. Applicable provisions of U.S. DOT regulations, "Procedures for Transportation Workplace Drug and Alcohol Testing Programs," 49 C.F.R. Part 40

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

Contractor certifies and confirms that no services provided or supplies installed or utilized under this contract constitute telecommunications services, equipment or systems prohibited under Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (P.L. 115-232), and as may be implemented by 2 C.F.R. 200.216. If Contractor later learns that prohibited telecommunications services, equipment or systems have been supplied, installed, or utilized under this Contract, Contractor shall immediately inform SMART in writing. SMART may require the Contractor to promptly replace such prohibited service, equipment and systems at the Contractor's sole cost.

35. Domestic Preferences for Procurements

Contractor shall make every effort to provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). This section must be included in all subcontracts.

For the purposes of this section:

- 1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- 2) "Manufactured products" means items and construction materials composed in whole EIDE BAILLY LLP AGREEMENT

FN-PS-22-001

Page 36 of 37

or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

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

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any SMART requests which would cause SMART to be in violation of the FTA terms and conditions.



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

Chris Coursey

Sonoma County Board of Supervisors

Debora Fudge

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Patty Garbarino

Golden Gate Bridge, Highway/Transportation District

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

March 16, 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-22-001 with CSW Stuber - Stroeh Engineering Group, Inc. (CSW|ST2) for a total contract amount of \$2,466,130

Dear Board Members:

RECOMMENDATION:

Approve Resolution No. 2022-06 authorizing the General Manager to Award Contract No. CV-PS-22-001 with CSW Stuber- Stroeh Engineering Group, Inc. (CSW|ST2) for a total contract amount of \$2,466,130 for the Marin County Non-Motorized Pathway Project Engineering Design Services and Support

SUMMARY:

This professional services contract for engineering design and permitting services will prepare construction and environmental permit documents for five (5) sections of Non-Motorized Pathway (NMP) in Marin County, a total of nearly 6 miles.

The five sections of pathway within this contract include:

- Smith Ranch Road to Main Gate Road/Novato Hamilton Station (~2.65 miles)
- 2. State Access Road to Bay Trail (~1.4 miles)
- 3. Hannah Ranch Road to south side of Novato Creek (~1.26 miles though some will be designed and constructed by City of Novato)
- Grant Avenue to Olive Avenue (~0.26 miles)
- Olive Avenue to Rush Creek Place (~0.38 miles)

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

The Marin County Non-Motorized Pathway Project represents the final key to get all of SMART's planned pathway segments "shovel ready". This contract will connect the SMART NMP network in Marin County by designing and permitting these five segments which includes a SMART pathway connection into the bay trail which will bring pedestrians into downtown Novato. These segments represent the remaining planned NMP segments in Marin County.

SMART issued a Request for Proposals on December 22, 2021, for Civil Engineering Design and Environmental Permitting services for these segments in San Rafael and Novato. SMART received two (2) responsive proposals on January 27, 2022. A selection committee reviewed and evaluated the Proposals against the criteria identified in the solicitation. Based on the Selection Committee's evaluation SMART concluded that CSW|ST2 was the highest-ranking proposer. CSW|ST2 showed an excellent understanding of the scope of work and environmental concerns/needs. CSW | ST2 also outlined a satisfactory project approach and demonstrated an excellent history of providing similar services as a locally owned and operated firm.

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. SMART and CSW | ST2 mutually agreed upon base contract price of \$2,466,130 for the work which is in line with the Engineer's estimate.

Staff recommends authorizing the General Manager to award Contract No. CV-PS-22-001 with CSW|ST2 for a total not to exceed of \$2,466,130.

FISCAL IMPACT: This work is budgeted in the Capital Plan. The contract will span multiple fiscal years and has been accounted for in FY22.

REVIEWED BY: [>	c] Finance <u>/s/</u> [x] Counsel <u>/s/</u>
Very truly yours,	
/s/ Bill Gamlen, P.E. Chief Engineer	
Attachment(s):	1) Resolution No. 2022-06 2) CSW Stuber- Stroeh Engineering Group, Inc. Contract No. CV-PS-22-001

DEVIEWED BV: [v] Einanco /c/

Resolution No. 2022-06 Sonoma-Marin Area Rail Transit District March 16, 2022

RESOLUTION OF THE BOARD OF DIRECTORS OF THE SONOMA-MARIN AREA RAIL TRANSIT DISTRICT APPROVING CONTRACT NO. CV-PS-22-001 WITH CSW/STUBER-STROEH ENGINEERING GROUP, INC. FOR ENGINEERING DESIGN AND PERMITTING SERVICES FOR NON-MONTORIZED PATHWAY SEGMENTS IN MARIN COUNTY

WHEREAS, the Sonoma-Marin Area Rail Transit District (SMART) is developing segment of non-motorized pathway between 1) Smith Ranch Road to Main Gate Road/Novato Hamilton Station in San Rafael and Novato; 2) State Access Road to Bay Trail in Novato; 3) Hannah Ranch Road to south side of Novato Creek in Novato; 4) Grant Avenue to Olive Avenue in Novato; and 5) Olive Avenue to Rush Creek Place in Novato; and

WHEREAS, SMART issued a Request for Proposals on December 22, 2021 for professional Engineering Design and Environmental Permitting Support services; and

WHEREAS, SMART received two (2) proposals on January 27, 2022; and

WHEREAS, SMART determined that CSW/Stuber-Stroeh Engineering Group, Inc. 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-22-001 with CSW/Stuber-Stroeh Engineering Group, Inc., for a total contract amount of \$2,466,130.

PASSED AND ADOPTED at a regular meeting of the Board of Directors of the Sonoma-Marin Area Rail Transit District held on the 16th day of March, 2022, by the following vote:

DIRECTORS: AYES:	
NOES:	
ABSENT:	
ABSTAIN:	
	David Rabbitt, Chair, Board of Directors Sonoma-Marin Area Rail Transit District
ATTEST:	
Leticia Rosas-Mendoza, Clerk of Board of Directors Sonoma-Marin Area Rail Transit District	

AGREEMENT FOR CONSULTANT SERVICES

This agreement ("Agreement"), dated as of March 16, 2022 ("Effective Date") is by and between the Sonoma-Marin Area Rail Transit District (hereinafter "SMART"), and CSW/Stuber-Stroeh Engineering Group, Inc. (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 five (5) multi-use pathway segments located along SMART's right-of-way in 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 <u>Initiation Conference</u>. SMART's Chief Engineer or designated Project Manager (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 <u>Amount of Work.</u> SMART does not guarantee a minimum or maximum amount of work under this Agreement.

ARTICLE 4. SCOPE OF SERVICES.

Section 4.01 <u>Scope of Work</u>. Consultant shall perform services within the timeframe outlined in **Exhibit A** (cumulatively referred to as the "Scope of Work").

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

Section 4.03 <u>Performance Standard</u>. 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 <u>Assigned Personnel.</u>

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

Robert Stevens, Principal-in-Charge & Project Manager (CSW|ST2)

Julia Harberson, Project Engineer (CSW|ST2)

Mike Vidra, Project Engineer (CSW|ST2)

Kristine Pillsbury, Project Engineer (CSW|ST2)

Anthony Richardson, Structural Design Expect (Biggs Cardosa Associates)

Todd Bradford, Geotechnical Design Expert (Engeo Incorporated)

Jeremy Schmal, Independent Quality Control (GHD)

Jim Winter, Constructability Reviews (GHD)

Greg Garrison, Hydrology Specialist (GHD)

Colby Phelps, Auto CAD Specialist (GHD)

Byung Lee, Interconnection of Traffic Signals Specialist (GHD)

Jim Dickey, Project Surveyor (Cinquini & Passarino)

Jill Sunahara, Environmental Permitting Specialist (ESA) Leane Dunn, Biologist Permitting Specialist (ESA) Leonard Liu, Wildlife Biologist (ESA)

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 \$2,466,130.00, 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 until December 31, 2023, unless terminated earlier in accordance with the provisions of **Article 7** below.

ARTICLE 7. TERMINATION.

Section 7.01 <u>Termination Without Cause</u>. 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 <u>Termination for Cause</u>. 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 <u>Delivery of Work Product and Final Payment Upon Termination</u>. 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 <u>Authority to Terminate</u>. 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 <u>Workers' Compensation Insurance</u>. 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 <u>General Liability Insurance</u>. 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 <u>Automobile Insurance</u>. 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 <u>Professional Liability Insurance (Errors and Omissions)</u>. Professional Liability insurance with limit no less than \$2,000,000 per occurrence or claim, and \$2,000,000 aggregate.

Section 9.05 <u>Endorsements</u>. 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 <u>Deductibles and Retentions</u>. 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 of retention provision limiting payment to the name insured is not acceptable.

Section 9.07 <u>Claims Made Coverage</u>. 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 <u>Policy Obligations</u>. Consultant's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

Section 9.10 <u>Material Breach</u>. 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 <u>Status of Consultant</u>. 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 <u>Taxes</u>. 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 <u>Conflict of Interest.</u> 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 <u>Nondiscrimination</u>. 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 <u>Assignment Of Rights</u>. 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-Marin Area Rail Transit District

Attn: Alexandra Majoulet

5401 Old Redwood Highway, Suite 200

Petaluma, CA 94954

amajoulet@sonomamarintrain.org

707-285-8186

If to SMART Billing: Sonoma-Marin Area Rail Transit District

Attn: Accounts Payable

5401 Old Redwood Highway, Suite 200

Petaluma, CA 94954

billing@sonomamarintrain.org

707-794-3330

If to Consultant: CSW/Stuber-Stroeh Engineering Group, Inc.

Attn: Robert Stevens 45 Leveroni Court Novato, CA 94949 rstevens@cswst2.com

415-533-1864

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 <u>Subcontractor Listing</u>. Consultant has listed the following Subcontractors that will be used during the performance of work:

Name of Subcontractor	Description of Work					
Biggs Cardosa Associates, Inc.	Structural Engineering					
Cinquini & Passarino, Inc.	Boundary Surveying & Topographic Mapping					
Engeo Incorporated	Geotechnical Assessments & Design					
Environmental Science Associates	Environmental & Permitting					
Fehr & Peers	Traffic Engineering					
GHD, Inc.	Hydrology Assessments & Peer Review					

Section 16.02 <u>Responsibility of Subcontractors</u>. 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 <u>Substitutions of Subcontractors</u>. 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 <u>Subagreements</u>. 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 <u>Registration with Department of Industrial Relations (DIR)</u>. 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 <u>Compliance with Labor Code</u>. 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 <u>Hours of Labor</u>. 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 <u>Employment of Apprentices</u>. 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 <u>Construction</u>. 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 <u>Consent</u>. 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 <u>No Third-Party Beneficiaries</u>. 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 <u>Applicable Law and Forum</u>. 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 <u>Captions</u>. 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 <u>Inspection of Work</u>. 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 <u>Safety</u>. 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 <u>Time of Essence</u>. 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.

ONS	SULTANT: CSW/STUBER-STROEH EN	GINEERING GROUP, IN
/:		_
	Robert Stevens, Principal-in-Charge	
te:		_
NC	OMA-MARIN AREA RAIL TRANSIT (S	MART)
:	Eddy Cumins, General Manager	_
te:		-
	TIFICATES OF INSURANCE ON FILE V ROVED AS TO SUBSTANCE FOR SMAI	
:		_
	Ken Hendricks, Procurement Manager	
te:		_
PR	OVED AS TO FORM FOR SMART:	
':		_
	District Counsel	
te.		

EXHIBIT A SCOPE OF WORK & TIMELINE

I. Overview

The Sonoma-Marin Area Rail Transit District (SMART) is contracting with CSW/Stuber-Stroeh Engineering Group, Inc. ("Consultant") to conduct and coordinate specified tasks related to advancing the 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 designated Project Manager (hereinafter "SMART Manager").

III. Scope of Work

Consultant shall complete design and permitting of five (5) segments of non-motorized pathway ("NMP") located in Marin County. 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 (5 total).

SEGMENT DESIGN PACKAGE DESCRIPTIONS:

Consultant shall complete design and the environmental permitting on five (5) 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 I: SMITH RANCH ROAD TO MAIN GATE ROAD/NOVATO HAMILTION STATION

- 1. Pathway will need to connect to the future sidewalk on track southeast.
- 2. Pedestrian street crosswalks will need to be developed across Smith Ranch Road, Silveria Crossing (Private), and Saint Vincent's Drive (Private). Smith Ranch Road will need to be evaluated for traffic signals.
- 3. Pathway will need to bridge over the Silveria Cattle Crossing.
- 4. Pathway will be built on private property just north of St. Vincent Road (Private) (APN: 155-011-32) through an established easement.
- 5. Pathway will be under Main Gate Road.
 - a) Pathway will need to squeeze between the column structures and/or abutment of the Main Gate Bridge.
 - b) Pathway south of Main Gate Road may need extensive retaining wall or catch grade further south.
 - c) Pathway will be adjacent to Main Gate Road and terminates at the entrance to the Novato Hamilton Parking Lot. To bring the pathway up to street grade, pathway may need to meander north of main gate road.

SEGMENT II: STATE ACCESS ROAD TO BAY TRAIL

- 1. Pathway will begin at the existing pedestrian crossing where State Access Road intersects with 'C' Street.
- 2. Pathway will be on track east along the west side of Hamilton Drive on the City of Novato's property. This will require a new pedestrian track crossing on the south side of Hamilton Drive that will need to be evaluated for pedestrian gates. Pedestrian street crosswalk will need to be developed across Hamilton Parkway and will require evaluation for traffic signals.
- 3. Pathway will end on the track southwest side of Roblar Drive, have a short on class IV pathway segment section on Roblar Drive before diving through SMART's Roblar Facility (105 Roblar Drive) and back onto SMART's right-of-on track east. Pedestrian track crossing will need to be modified on Roblar Drive and therefore will be evaluated for pedestrian gates and traffic signals.
- 4. Pathway on the north end of this segment shall connect into the existing pathway at Hamilton Drive/Frosty Lane. For the connect of Roblar Drive to the Bay Trail:
 - a) Updates to signage and striping may be needed at this location along the existing Bay Trail.
 - b) Pathway will cross under Caltrans Bel Marin Keys Boulevard roadway bridge.

SEGMENT III: HANNAH RANCH ROAD TO SOUTH SIDE OF NOVATO CREEK

1. Pedestrian street crosswalk will need to be developed across Hannah Ranch Road and will connect into the existing pathway on the south side of Hannah Ranch Road. Because of this, Hannah Ranch Road shall be evaluated for a traffic signal.

- 2. Modifications may be needed to the existing pathway on the south side of Hannah Ranch Road to make the connection to the future pathway including updating signage and striping along with possible flatwork.
- 3. Between Hannah Ranch Road and the drainage creek on track west, there is a retaining wall approximately 10 feet off track centerline. There is a steep upslope from this retaining wall. The pathway will need to be cut in behind the existing retaining wall and existing wall may need to be removed. Special care will need to be given to the constructability of this section of pathway while train service is running.
- 4. City of Novato is currently designing on street section of pathway along Rowland Boulevard on the City of Novato's property. Therefore, this section of pathway adjacent to Rowland Boulevard is not included in the scope of work. However, included in the scope of work is the connection of this pathway to the City's future pathway at the northern and southern terminus where Rowland Boulevard connects with Vintage Way.
- 5. Pathway will be outside of SMART's right away between the northern intersection of Rowland Boulevard and Vintage Way and the south side of Novato Creek. Consultant shall prepare plats and legal description for the easement or purchase of property.
- 6. Pathway along SMART's right-of-way will end on the south side of Novato Creek. Pathway will then continue down the Flood Control's Property (levee) from the south side of Novato Creek to Rowland Way.

SEGMENT IV: GRANT AVENUE TO OLIVE AVENUE

- 1. Pedestrian street crossing will need to be developed at Grant Avenue and Olive Avenue and both be evaluated for a traffic signal.
- 2. Class IV Pathway will run between Grant Avenue and Olive Avenue which will be on track east along the front of curb along Railroad Avenue. Pedestrian track crossing will need to be developed on the north side of Olive Avenue and shall be evaluated for pedestrian gates. Pedestrian street crosswalk shall be developed at Grant Avenue and Olive Avenue and therefore shall be evaluated for traffic signals.

SEGMENT V: OLIVE AVENUE TO RUSH CREEK PLACE

- 1. Pedestrian street crosswalk will be developed at Golden Gate Place and Rush Creek Place and be evaluated for traffic signals.
- 2. Changes will need to be made to the pathway on the north side of Rush Creek Place to connect future pathway to existing including updating signage, striping, and flatwork.

For all segments, the work shall comply with all of the following requirements without limitation:

- 1. Federal laws
- 2. State laws
- 3. Local laws
- 4. Rules and regulations of governing utility districts

- 5. Rules and regulations of other authorities with jurisdiction over the procurement of products
- 6. SMART Design Criteria Manual

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.
 - g) Provide a four-week period for SMART review and comment on all segments of the design review packages.
 - h) 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 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 submitted together at each design level.
 - b) Develop detailed engineering designs with sections, details, and supporting calculations.
 - c) Develop supplemental specifications. SMART will provide draft standard specifications to be tailored to the projects.
 - d) Develop structural design that utilizes standard prefabricated pedestrian bridges in accordance with the SMART Design Criteria Manual consistent with recently constructed pedestrian bridges In the SMART system. Free span bridge preferred and may be required by the environmental reviews.
 - e) Develop hydrology and hydrologic study appropriate for any drainage improvements necessary for construction of the pathway.
 - f) Conduct field surveys as needed to support design development.
 - 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 detailed mitigation strategies to support the permit applications.
 - 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) The pathway shall provide full connectivity to existing sidewalks at track or roadway pedestrian crossings.
 - 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 ALL SEGMENTS:

1. 30 Percent Design Package:

- a) 30 percent conceptual drawings 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.
- b) 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.
- c) Preliminary estimate
- d) Environmental permitting strategy
- e) Specification outline
- f) Electronic copy and four (4) half sized hard copies of construction plans. 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.

2. 50 Percent Design Package:

- a) 50 percent design construction plans 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.
- b) Draft construction cost estimate
- c) Environmental impact mapping that includes probable wetlands, habitat, endanger species, etc.
- d) Draft pothole plan
- e) Draft utility composite drawings
- f) 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.
- g) Electronic copy and four (4) half sized hard copies of construction plans and construction cost estimate.

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) Plats and legals for portions of the pathways that are outside of SMART's right-of-way
- d) 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).
- e) Draft geotechnical report
- f) Draft Hydrology and Hydraulics report (H&H)
- g) Updated draft utility composite drawings
- h) Updated draft utility relocation matrix in excel file format
- i) Draft supplemental specifications
- j) Draft environmental permits
- 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) 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) Electronic copy, four (4) half sized hard copies of plan, two (2) full sized hard copies of plan, two (2) final hard copies of Studies, two (2) copies of Engineers Cost Estimate, and two (2) copies of the specifications. All IFC deliverables shall be signed and stamped by a licensed California Engineer, as appropriate, by the designer. The electronic copy of the plans shall be provided as both AutoCAD files and PDF files, and the electronic copy of the specifications shall be provided in both Microsoft Word format and PDF format.

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, plats and legals for pathway outside of SMART's right-of-way, 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 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 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 reference the "Natural Environmental Study - July 2014" 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) Smith Ranch Road
- b) Silveria Private Crossing
- c) St. Vincent Private Crossing
- d) State Access Pedestrian Crossing
- e) Hamilton Parkway
- f) Roblar Drive
- g) Hannah Ranch Road
- h) Grant Avenue
- i) Olive Avenue
- j) Golden Gate Place
- k) Rush Creek Place

DELIVERABLE: Completed G.O.88-B applications

Additional Information:

<u>Equipment Requirements</u> – 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.

<u>Quality Control/Assurance Measures</u> – 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.

<u>Materials to be provided by the Agency</u> – 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 this Agreement. Materials (if deemed applicable, necessary, and when available from the Sonoma-Marin Area Rail Transit District) that may be furnished or made available by the Sonoma-Marin Area Rail Transit District, and where listed in this Contract, are for the Consultant's use only, shall be returned at the end of the Contract.

EXHIBIT B SCHEDULE OF RATES

Payment will be made on a milestone basis upon task completion in accordance with the tasks identified in Section I "Milestone Payment Schedule" below.

Segment 1 – Smith Ranch Road to Novato Hamilton Station – MP 20.95 to MP 23.6 (2.65 Miles)								
Task 1: Engineering Design								
Milestones	Lump Sum Fee							
30 Percent Design Level Package	\$280,117.00							
50 Percent Design Level Package	\$175,073.00							
75 Percent Design Level Package	\$140,059.00							
95 Percent Design Level Package	\$70,029.00							
IFC Design Level Package	\$35,015.00							
Task 2: Environmental Permittin	g and Mitigation							
Milestones	Lump Sum Fee							
Environmental Permitting and Mitigation	\$219,866.00							
SEGMENT 1 TOTAL (Task 1 + Task 2)								
TOTAL SEGMENT 1 FEE	\$920,159.00							

Segment 2 – State Access Road to Bay Trail – MP 23.95 to	MP 25.28 (1.4 Miles)						
Task 1: Engineering Design							
Milestones	Lump Sum Fee						
30 Percent Design Level Package	\$214,627.00						
50 Percent Design Level Package	\$134,142.00						
75 Percent Design Level Package	\$107,313.00						
95 Percent Design Level Package	\$53,657.00						
IFC Percent Design Level Package	\$26,828.00						
Task 2: Environmental Permittin	g and Mitigation						
Milestones	Lump Sum Fee						
Environmental Permitting and Mitigation	\$98,808.00						
SEGMENT 2 TOTAL (Task	1 + Task 2)						
TOTAL SEGMENT 2 FEE	\$635,375.00						

Segment 3 – Hannah Ranch Road to Novato Creek – MP 25.85 to MP 26.23 (1.26 Miles)						
Task 1: Engineering Design						
Milestones	Lump Sum Fee					
30 Percent Design Level Package	\$158,110.00					

50 Percent Design Level Package	\$98,819.00					
75 Percent Design Level Package	\$79,055.00					
95 Percent Design Level Package	\$39,527.00					
IFC Percent Design Level Package	\$19,764.00					
Task 2: Environmental Permitting and Mitigation						
	-					
Milestones	Lump Sum Fee					
Milestones Environmental Permitting and Mitigation	Lump Sum Fee \$80,824.00					
	\$80,824.00					

Segment 4 – Grant Avenue to Olive Avenue – MP 26.8 to MP 27 (0.26 Miles)							
Task 1: Engineering Design							
Milestones	Lump Sum Fee						
30 Percent Design Level Package	\$59,421.00						
50 Percent Design Level Package	\$37,138.00						
75 Percent Design Level Package	\$29,710.00						
95 Percent Design Level Package	\$14,855.00						
IFC Percent Design Level Package	\$7,428.00						
Task 2: Environmental Permitting and Mitigation							
Milestones	Lump Sum Fee						
Environmental Permitting and Mitigation	\$65,743.00						
SEGMENT 4 TOTAL (Task 1 + Task 2)							
TOTAL SEGMENT 4 FEE	\$214,295.00						

Segment 5 – Olive Avenue to Rush Creek Place – MP 27.85 to MP 28.5 (0.38 Miles)							
Task 1: Engineering Design							
Milestones	Lump Sum Fee						
30 Percent Design Level Package	\$61,145.00						
50 Percent Design Level Package	\$38,215.00						
75 Percent Design Level Package	\$30,572.00						
95 Percent Design Level Package	\$15,286.00						
IFC Percent Design Level Package	\$7,643.00						
Task 2: Environmental Permittin	g and Mitigation						
Milestones	Lump Sum Fee						
Environmental Permitting and Mitigation	\$67,341.00						
SEGMENT 5 TOTAL (Task	1 + Task 2)						
TOTAL SEGMENT 5 FEE	\$220,202.00						
TOTAL FEE FOR SEGMENTS 1 - 5	\$2,466,130.00						

^{*}The following pages consist of the cost roll-up for Total Fees for Segments 1-5. SMART's payment to Consultant is based on the milestone payment schedule upon task completion.

N	MARIN COUNTY PATHWAY DESIGN AND PERMITTING										
	SUMMARY OF PRIME CONSULTANT LABOR EFFORT	Robert Stevens PM and PIC	Julia Harberson Project Engineer Crossings	Mike Vidra Project Engineer Pathway	Kristine Pillsbury Hydraulics	Varies Engineer 3	Varies Engineer 2	Varies Engineer 1	Varies Admin	Total Hours	Total Base Fee
	2022 Hourly Rate (\$/ hour)		68.00	68.00	55.00	50.00	46.00	42.00	35.00		·
	Fringe		0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%		
00	SWST2 Overhead	175.97% 10%	175.97% 10%	175.97% 10%	175.97% 10%	175.97% 10%	175.97% 10%	175.97% 10%	175.97% 10%		
0 3	Multiplier	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0		
	Billable Rate (Overhead & Profit) (\$/ hour)	182.14	206.43	206.43	166.96	151.78	139.64	127.50	106.25		
	Segment 1 Smith Ranch Road	to Novat	o Hamilto	on Station	1 MP 20.9	5 to MP	23.6 (2.65	miles)	ı	-	
Task 1	Preliminary Engineering Project Kickoff	4	4			4				12	\$2,161
1.2	Data Collection and Field Review		4		12	20	20			56	\$8,658
1.3	Technical Studies										4
	Existing Conditions Mapping Hydrology Assessment				24	4 24	4	40		8 88	\$1,166 \$12,750
	Geotechnical Assessment									0	\$0
1.4	Roadway and Track Crossing Assessment	2	16							18	\$3,667
1.5 1.6	Riparian and Waterway Crossing Assessment Design Refinement (30%)	2	16		16	24	24	24		0 106	\$0 \$16,393
1.6	GO 88B	8	16		10	24	24			24	\$4,760
1.8	Public Utilities	2	16				8	8		34	\$5,804
1.9	Prepare Plans	ļ	0	1	0	24	24	0.4		00	642.044
-	50% PSE 75% PSE	 	8 12		8 12	24 24	24 24	24 24	4	88 100	\$13,041 \$14,960
	95% PSE		8		8	24	24	24	4	92	\$13,466
1.10	Outreach	16	16					24		56	\$9,277
1.11	Encroachment Permits Final Submittal		8		8	12 8	12 8	8		32 40	\$5,148 \$6,338
1.12	Contract Management		0		0	0	0	0		40	Φ0,330
	General Project Management	4	8						2	14	\$2,592
	QA/QC	8	0							4 16	\$729 \$3,109
	Meetings Task 1 Preliminary Engineering Subtotal:	50	8 148	0	88	168	148	176	10	788	\$3,109 \$124,019
Task 2										, 00	VIZIJOIO
2.1	Wetland Delineation									0	\$0
2.2	Environmental Permitting Strategy Regulatory Permit Applications									0	\$0 \$0
2.4	Cultural Resources									0	\$0
2.5	Regulatory Permit Applications									0	\$0
-	General Project Management QA/QC									0	\$0 \$0
	Meetings									0	\$0
Task	2 Environmental Permitting and Mitigations Subtotal:	0	0	0	0	0	0	0	0	0	\$0
	Total Base Labor Expenses: Salary Escalation:		148	0	88	168	148	176	10	788	\$124,019 \$2.232
	able Expenses										, ,
General E Other	xpenses										\$500 \$0
-	imbursable Expenses:										\$500
	SWST2 Fee										\$126,752
							1: 30 Per				\$50,154 \$31,346
							1: 50 Per				\$25,077
							1: 95 Per	cent Desi	gn Level F	Package	\$12,539
					Total To	ak 2. Emi		IFC Design			\$6,269 \$1,366
	Segment 1 Smith	Ranch Po	ad to Nov	ato Hamil			ironmenta				\$1,300
	Segment 2 State Acces							3.0 (2.03)	illes) Tot	ai oost.	\$120,732
Task 1	Preliminary Engineering										
1.1	Project Kickoff	4	4		10	4	22			12	\$2,161
1.2	Data Collection and Field Review Technical Studies	 	4		12	20	20			56	\$8,658
	Existing Conditions Mapping					4	4			8	\$1,166
	Hydrology Assessment				24	24		40		88	\$12,750
1.4	Geotechnical Assessment Roadway and Track Crossing Assessment	2	16							0 18	\$0 \$3,667
1.5	Riparian and Waterway Crossing Assessment		10							0	\$0
1.6	Design Refinement (30%)	2	8		16	24	24	24		98	\$14,741
1.7	GO 88B Public Utilities	8	16 16				8	8		24 34	\$4,760 \$5,804
1.9	Prepare Plans			!	<u> </u>	!	. <u> </u>			U-7	ψυ,υυ τ
	50% PSE		8		8	24	24	24		88	\$13,041
<u> </u>	75% PSE 95% PSE	.	8 12		8	24 24	24 24	24 24	4	92 96	\$13,466 \$14,292
1.10	95% PSE Outreach	16	16		U	24	24	12	4	44	\$14,292 \$7,747
1.11	Encroachment Permits		8			12	12			32	\$5,148
1.12	Final Submittal Contract Management	ļ	8		8	8	8	8		40	\$6,338
1.13	General Project Management	4	8						2	0.14	\$2,592
	CSWIStuber-Stroeh Engineering Group	Agreem	1				•		Page 3	. yo ot	130

MARIN COUNTY PATHWAY DESIGN AND PERMITTING	CSW ST2 Project Manager, Engineer, and Surveyor									
SUMMARY OF PRIME CONSULTANT LABOR EFFORT	Robert Stevens PM and PIC	Julia Harberson Project Engineer Crossings	Mike Vidra Project Engineer · Pathway	Kristine Pillsbury Hydraulics	Varies Engineer 3	Varies Engineer 2	Varies Engineer 1	Varies Admin	otal Hours	Total Base Fee
2022 Hourly Rate (\$/ hour)	60.00	68.00	68.00	55.00	50.00	46.00	42.00	35.00		<u> </u>
Fringe	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%		
CSW ST2	175.97% 10%	175.97% 10%	175.97% 10%	175.97% 10%	175.97% 10%	175.97% 10%	175.97% 10%	175.97% 10%	1	
Multiplier	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0		
Billable Rate (Overhead & Profit) (\$/ hour)	182.14	206.43	206.43	166.96	151.78	139.64	127.50	106.25		\$700
QA/QC Meetings	8	8							4 16	\$729 \$3,109
Task 1 Preliminary Engineering Subtotal:	50	140	0	84	168	148	164	10	764	\$120,170
Task 2 Environmental Permitting and Mitigations 2.1 Wetland Delineation		l			l	l	l	l	0	\$0
2.2 Environmental Permitting Strategy									0	\$0
2.3 Regulatory Permit Applications									0	\$0 \$0
2.4 Cultural Resources 2.5 Contract Management									U	\$0
General Project Management									0	\$0
QA/QC Meetings									0	\$0 \$0
Task 2 Environmental Permitting and Mitigations Subtotal:	0	0	0	0	0	0	0	0	0	\$0
Total Base Labor Expenses:	50	140	0	84	168	148	164	10	764	\$120,170
Salary Escalation: Reimbursable Expenses										\$2,163
General Expenses										\$500
Other Total Reimbursable Expenses:										\$0 \$500
Total CSWST2 Fee										\$122,833
						1: 30 Per				\$48,601
						1: 50 Per				\$30,375 \$24,300
						1: 95 Per				\$12,150
							IFC Design			\$6,075
So	amont 2 (State Acce	on Bood t			ronmenta				\$1,332
Segment 3 Hannah Ranc								illes) To	iai Cost.	\$122,833
Task 1 Preliminary Engineering		l	Grook III	20.00						
1.1 Project Kickoff	4		4	12	4 20	20			12	\$2,161
1.2 Data Collection and Field Review			4	12	20	20			56	\$8,658
1.3 Technical Studies										
Existing Conditions Mapping					4	4			8	\$1,166
Existing Conditions Mapping Hydrology Assessment				24	4 24	4	40		8 88	\$12,750
Existing Conditions Mapping				24		4	40		8	
Existing Conditions Mapping Hydrology Assessment Geotechnical Assessment 1.4 Roadway and Track Crossing Assessment 1.5 Riparian and Waterway Crossing Assessment					24				8 88 0 0	\$12,750 \$0 \$0 \$0
Existing Conditions Mapping Hydrology Assessment Geotechnical Assessment 1.4 Roadway and Track Crossing Assessment 1.5 Riparian and Waterway Crossing Assessment 1.6 Design Refinement (30%)	2 8		8 16	24		24	40		8 88 0 0 0 98	\$12,750 \$0 \$0 \$0 \$0 \$14,741
Existing Conditions Mapping Hydrology Assessment Geotechnical Assessment 1.4 Roadway and Track Crossing Assessment 1.5 Riparian and Waterway Crossing Assessment 1.6 Design Refinement (30%) 1.7 GO 88B 1.8 Public Utilities	2 8		8 16 8		24				8 88 0 0	\$12,750 \$0 \$0 \$0
Existing Conditions Mapping Hydrology Assessment Geotechnical Assessment 1.4 Roadway and Track Crossing Assessment 1.5 Riparian and Waterway Crossing Assessment 1.6 Design Refinement (30%) 1.7 GO 88B 1.8 Public Utilities 1.9 Prepare Plans			16 8	16	24	24	24		8 88 0 0 0 0 98 24 24	\$12,750 \$0 \$0 \$0 \$14,741 \$4,760 \$3,789
Existing Conditions Mapping Hydrology Assessment Geotechnical Assessment 1.4 Roadway and Track Crossing Assessment 1.5 Riparian and Waterway Crossing Assessment 1.6 Design Refinement (30%) 1.7 GO 88B 1.8 Public Utilities			16		24	24	24	4	8 88 0 0 0 9 98 24	\$12,750 \$0 \$0 \$0 \$14,741 \$4,760
Existing Conditions Mapping Hydrology Assessment Geotechnical Assessment 1.4 Roadway and Track Crossing Assessment 1.5 Riparian and Waterway Crossing Assessment 1.6 Design Refinement (30%) 1.7 GO 88B 1.8 Public Utilities 1.9 Prepare Plans 50% PSE 75% PSE 95% PSE	8		16 8 8 8 8	16	24	24 8	24 8 24 24 24 24	4 4	8 88 0 0 0 98 24 24 24 88 92 96	\$12,750 \$0 \$0 \$0 \$14,741 \$4,760 \$3,789 \$13,041 \$13,466 \$14,292
Existing Conditions Mapping Hydrology Assessment Geotechnical Assessment 1.4 Roadway and Track Crossing Assessment 1.5 Riparian and Waterway Crossing Assessment 1.6 Design Refinement (30%) 1.7 GO 88B 1.8 Public Utilities 1.9 Prepare Plans 50% PSE 75% PSE 95% PSE 1.10 Outreach			16 8 8 8 8 12 16	16	24 24 24 24 24 24	24 8 24 24 24 24	24 8 24 24		8 88 0 0 0 98 24 24 24 88 92 96	\$12,750 \$0 \$0 \$0 \$14,741 \$4,760 \$3,789 \$13,041 \$13,466 \$14,292 \$7,747
Existing Conditions Mapping Hydrology Assessment Geotechnical Assessment 1.4 Roadway and Track Crossing Assessment 1.5 Riparian and Waterway Crossing Assessment 1.6 Design Refinement (30%) 1.7 GO 88B 1.8 Public Utilities 1.9 Prepare Plans 50% PSE 75% PSE 95% PSE 1.10 Outreach 1.11 Encroachment Permits 1.12 Final Submittal	8		16 8 8 8 8	16	24 24 24 24	24 8 24 24 24	24 8 24 24 24 24		8 88 0 0 0 98 24 24 24 88 92 96	\$12,750 \$0 \$0 \$0 \$14,741 \$4,760 \$3,789 \$13,041 \$13,466 \$14,292
Existing Conditions Mapping Hydrology Assessment Geotechnical Assessment 1.4 Roadway and Track Crossing Assessment 1.5 Riparian and Waterway Crossing Assessment 1.6 Design Refinement (30%) 1.7 GO 88B 1.8 Public Utilities 1.9 Prepare Plans 50% PSE 75% PSE 95% PSE 1.10 Outreach 1.11 Encroachment Permits 1.12 Final Submittal 1.13 Contract Management	16		16 8 8 8 12 16 8	16 8 8 8	24 24 24 24 24 24 12	24 8 24 24 24 24	24 8 24 24 24 12	4	8 88 0 0 0 98 24 24 24 24 32 96 44 32 40	\$12,750 \$0 \$0 \$0 \$14,741 \$4,760 \$3,789 \$13,041 \$13,466 \$14,292 \$7,747 \$5,148 \$6,338
Existing Conditions Mapping Hydrology Assessment Geotechnical Assessment 1.4 Roadway and Track Crossing Assessment 1.5 Riparian and Waterway Crossing Assessment 1.6 Design Refinement (30%) 1.7 GO 88B 1.8 Public Utilities 1.9 Prepare Plans 50% PSE 75% PSE 95% PSE 1.10 Outreach 1.11 Encroachment Permits 1.12 Final Submittal	8		16 8 8 8 12 16 8	16 8 8 8	24 24 24 24 24 24 12	24 8 24 24 24 24	24 8 24 24 24 12		8 88 0 0 0 98 24 24 24 24 32	\$12,750 \$0 \$0 \$0 \$14,741 \$4,760 \$3,789 \$13,041 \$13,466 \$14,292 \$7,747 \$5,148
Existing Conditions Mapping Hydrology Assessment Geotechnical Assessment 1.4 Roadway and Track Crossing Assessment 1.5 Riparian and Waterway Crossing Assessment 1.6 Design Refinement (30%) 1.7 GO 88B 1.8 Public Utilities 1.9 Prepare Plans 50% PSE 75% PSE 95% PSE 1.10 Outreach 1.11 Encroachment Permits 1.12 Final Submittal 1.13 Contract Management General Project Management QA/QC Meetings	16 4 4 8		16 8 8 8 12 16 8 8	16 8 8 8 8	24 24 24 24 24 24 12 8	24 8 24 24 24 24 12 8	24 8 24 24 24 12 8	2	8 88 0 0 0 98 24 24 24 24 24 40 41 32 40	\$12,750 \$0 \$0 \$0 \$14,741 \$4,760 \$3,789 \$113,041 \$13,466 \$14,292 \$7,747 \$5,148 \$6,338 \$2,592 \$729 \$3,109
Existing Conditions Mapping Hydrology Assessment Geotechnical Assessment 1.4 Roadway and Track Crossing Assessment 1.5 Riparian and Waterway Crossing Assessment 1.6 Design Refinement (30%) 1.7 GO 88B 1.8 Public Utilities 1.9 Prepare Plans 50% PSE 75% PSE 95% PSE 1.10 Outreach 1.11 Encroachment Permits 1.12 Final Submittal 1.13 Contract Management General Project Management OA/QC Meetings Task 1 Preliminary Engineering Subtotal:	16	0	16 8 8 8 12 16 8 8	16 8 8 8	24 24 24 24 24 24 12	24 8 24 24 24 24	24 8 24 24 24 12	4	8 88 0 0 0 98 24 24 24 88 92 96 44 32 40	\$12,750 \$0 \$0 \$0 \$14,741 \$4,760 \$3,789 \$13,041 \$13,466 \$14,292 \$7,747 \$5,148 \$6,338 \$2,592 \$729
Existing Conditions Mapping Hydrology Assessment Geotechnical Assessment 1.4 Roadway and Track Crossing Assessment 1.5 Riparian and Waterway Crossing Assessment 1.6 Design Refinement (30%) 1.7 GO 88B 1.8 Public Utilities 1.9 Prepare Plans 50% PSE 75% PSE 95% PSE 1.10 Outreach 1.11 Encroachment Permits 1.12 Final Submittal 1.13 Contract Management General Project Management QA/QC Meetings Task 1 Preliminary Engineering Subtotal: Task 2 Environmental Permitting and Mitigations 2.1 Wetland Delineation	16 4 4 8	0	16 8 8 8 12 16 8 8	16 8 8 8 8	24 24 24 24 24 24 12 8	24 8 24 24 24 24 12 8	24 8 24 24 24 12 8	2	8 88 0 0 0 98 24 24 24 24 24 40 41 32 40	\$12,750 \$0 \$0 \$0 \$14,741 \$4,760 \$3,789 \$13,041 \$13,466 \$14,292 \$7,747 \$5,148 \$6,338 \$2,592 \$729 \$3,109 \$114,487
Existing Conditions Mapping Hydrology Assessment Geotechnical Assessment 1.4 Roadway and Track Crossing Assessment 1.5 Riparian and Waterway Crossing Assessment 1.6 Design Refinement (30%) 1.7 GO 88B 1.8 Public Utilities 1.9 Prepare Plans 50% PSE 75% PSE 95% PSE 1.10 Outreach 1.11 Encroachment Permits 1.12 Final Submittal 1.13 Contract Management General Project Management QA/QC Meetings Task 1 Preliminary Engineering Subtotal: Task 2 Environmental Permitting and Mitigations 2.1 Wetland Delineation 2.2 Environmental Permitting Strategy	16 4 4 8	0	16 8 8 8 12 16 8 8	16 8 8 8 8	24 24 24 24 24 24 12 8	24 8 24 24 24 24 12 8	24 8 24 24 24 12 8	2	8 88 0 0 0 98 24 24 24 24 32 40 14 4 16 736	\$12,750 \$0 \$0 \$0 \$14,741 \$4,760 \$3,789 \$13,041 \$13,466 \$14,292 \$7,747 \$5,148 \$6,338 \$2,592 \$729 \$3,109 \$114,487
Existing Conditions Mapping Hydrology Assessment Geotechnical Assessment 1.4 Roadway and Track Crossing Assessment 1.5 Riparian and Waterway Crossing Assessment 1.6 Design Refinement (30%) 1.7 GO 88B 1.8 Public Utilities 1.9 Prepare Plans 50% PSE 75% PSE 95% PSE 1.10 Outreach 1.11 Encroachment Permits 1.12 Final Submittal 1.13 Contract Management General Project Management QA/QC Meetings Task 1 Preliminary Engineering Subtotal: Task 2 Environmental Permitting and Mitigations 2.1 Wetland Delineation 2.2 Environmental Permitting Strategy 2.3 Regulatory Permit Applications	16 4 4 8	0	16 8 8 8 12 16 8 8	16 8 8 8 8	24 24 24 24 24 24 12 8	24 8 24 24 24 24 12 8	24 8 24 24 24 12 8	2	8 88 0 0 0 98 24 24 24 24 88 92 96 44 32 40 14 4 16 736	\$12,750 \$0 \$0 \$0 \$14,741 \$4,760 \$3,789 \$13,041 \$13,466 \$14,292 \$7,747 \$5,148 \$6,338 \$2,592 \$729 \$3,109 \$114,487
Existing Conditions Mapping Hydrology Assessment Geotechnical Assessment 1.4 Roadway and Track Crossing Assessment 1.5 Riparian and Waterway Crossing Assessment 1.6 Design Refinement (30%) 1.7 GO 88B 1.8 Public Utilities 1.9 Prepare Plans 50% PSE 75% PSE 95% PSE 1.10 Outreach 1.11 Encroachment Permits 1.12 Final Submittal 1.13 Contract Management General Project Management General Project Management OA/QC Meetings Task 1 Preliminary Engineering Subtotal: Task 2 Environmental Permitting and Mitigations 2.1 Wetland Delineation 2.2 Environmental Permit Strategy 2.3 Regulatory Permit Applications 2.4 Cultural Resources 2.5 Contract Management	16 4 4 8	0	16 8 8 8 12 16 8 8	16 8 8 8 8	24 24 24 24 24 24 12 8	24 8 24 24 24 24 12 8	24 8 24 24 24 12 8	2	8 88 0 0 0 98 24 24 24 24 32 40 14 4 16 736	\$12,750 \$0 \$0 \$0 \$14,741 \$4,760 \$3,789 \$13,041 \$13,466 \$14,292 \$7,747 \$5,148 \$6,338 \$2,592 \$729 \$3,109 \$114,487
Existing Conditions Mapping Hydrology Assessment Geotechnical Assessment 1.4 Roadway and Track Crossing Assessment 1.5 Riparian and Waterway Crossing Assessment 1.6 Design Refinement (30%) 1.7 GO 88B 1.8 Public Utilities 1.9 Prepare Plans 50% PSE 75% PSE 95% PSE 1.10 Outreach 1.11 Encroachment Permits 1.12 Final Submittal 1.13 Contract Management General Project Management QA/QC Meetings Task 1 Preliminary Engineering Subtotal: Task 2 Environmental Permitting and Mitigations 2.1 Wetland Delineation 2.2 Environmental Permitting Strategy 2.3 Regulatory Permit Applications 2.4 Cultural Resources 2.5 Contract Management General Project Management	16 4 4 8	0	16 8 8 8 12 16 8 8	16 8 8 8 8	24 24 24 24 24 24 12 8	24 8 24 24 24 24 12 8	24 8 24 24 24 12 8	2	8 88 0 0 0 98 24 24 24 24 88 92 96 44 32 40 14 4 16 736 0 0	\$12,750 \$0 \$0 \$14,741 \$4,760 \$3,789 \$13,041 \$13,466 \$14,292 \$7,747 \$5,148 \$6,338 \$2,592 \$729 \$3,109 \$114,487
Existing Conditions Mapping Hydrology Assessment Geotechnical Assessment 1.4 Roadway and Track Crossing Assessment 1.5 Riparian and Waterway Crossing Assessment 1.6 Design Refinement (30%) 1.7 GO 88B 1.8 Public Utilities 1.9 Prepare Plans 50% PSE 75% PSE 95% PSE 1.10 Outreach 1.11 Encroachment Permits 1.12 Final Submittal 1.13 Contract Management General Project Management General Project Management OA/QC Meetings Task 1 Preliminary Engineering Subtotal: Task 2 Environmental Permitting and Mitigations 2.1 Wetland Delineation 2.2 Environmental Permit Strategy 2.3 Regulatory Permit Applications 2.4 Cultural Resources 2.5 Contract Management	16 4 4 8	0	16 8 8 8 12 16 8 8	16 8 8 8 8	24 24 24 24 24 24 12 8	24 8 24 24 24 24 12 8	24 8 24 24 24 12 8	2	8 88 0 0 0 98 24 24 24 24 88 92 96 44 32 40 14 4 16 736	\$12,750 \$0 \$0 \$0 \$14,741 \$4,760 \$3,789 \$13,041 \$13,466 \$14,292 \$7,747 \$5,148 \$6,338 \$2,592 \$729 \$3,109 \$114,487
Existing Conditions Mapping Hydrology Assessment Geotechnical Assessment 1.4 Roadway and Track Crossing Assessment 1.5 Riparian and Waterway Crossing Assessment 1.6 Design Refinement (30%) 1.7 GO 88B 1.8 Public Utilities 1.9 Prepare Plans 50% PSE 75% PSE 95% PSE 1.10 Outreach 1.11 Encroachment Permits 1.12 Final Submittal 1.13 Contract Management General Project Management QA/QC Meetings Task 1 Preliminary Engineering Subtotal: Task 2 Environmental Permitting and Mitigations 2.1 Wetland Delineation 2.2 Environmental Permitting Strategy 2.3 Regulatory Permit Applications 2.4 Cultural Resources 2.5 Contract Management General Project Management	16 4 4 4 8 46	0	16 8 8 8 12 16 8 8 8 116	16 8 8 8 8	24 24 24 24 24 12 8	24 8 24 24 24 12 8 148	24 8 24 24 24 12 8 164	2 10	8 88 0 0 0 98 24 24 24 24 88 92 96 44 32 40 14 4 16 736 0 0 0 0	\$12,750 \$0 \$0 \$0 \$14,741 \$4,760 \$3,789 \$13,041 \$13,466 \$14,292 \$7,747 \$5,148 \$6,338 \$2,592 \$729 \$3,109 \$114,487
Existing Conditions Mapping Hydrology Assessment Geotechnical Assessment 1.4 Roadway and Track Crossing Assessment 1.5 Riparian and Waterway Crossing Assessment 1.6 Design Refinement (30%) 1.7 GO 88B 1.8 Public Utilities 1.9 Prepare Plans 50% PSE 75% PSE 95% PSE 1.10 Outreach 1.11 Encroachment Permits 1.12 Final Submittal 1.13 Contract Management General Project Management QA/QC Meetings Task 1 Preliminary Engineering Subtotal: Task 2 Environmental Permitting and Mitigations 2.1 Wetland Delineation 2.2 Environmental Permitting Strategy 2.3 Regulatory Permit Applications 2.4 Cultural Resources 2.5 Contract Management General Project Management	16 4 4 8 46		16 8 8 8 12 16 8 8 8 116	16 8 8 8 8	24 24 24 24 24 12 8	24 8 24 24 24 12 8	24 8 24 24 24 12 8	2	8 88 0 0 0 98 24 24 24 24 88 92 96 44 32 40 14 4 6 736 0 0 0	\$12,750 \$0 \$0 \$0 \$14,741 \$4,760 \$3,789 \$13,041 \$13,466 \$14,292 \$7,747 \$5,148 \$6,338 \$2,592 \$729 \$3,109 \$114,487
Existing Conditions Mapping Hydrology Assessment Geotechnical Assessment 1.4 Roadway and Track Crossing Assessment 1.5 Riparian and Waterway Crossing Assessment 1.6 Design Refinement (30%) 1.7 GO 88B 1.8 Public Utilities 1.9 Prepare Plans 50% PSE 75% PSE 95% PSE 1.10 Outreach 1.11 Encroachment Permits 1.12 Final Submittal 1.13 Contract Management General Project Management QA/QC Meetings Task 1 Preliminary Engineering Subtotal: Task 2 Environmental Permitting and Mitigations 2.1 Wetland Delineation 2.2 Environmental Permitting Strategy 2.3 Regulatory Permit Applications 2.4 Cultural Resources 2.5 Contract Management General Project Management	16 4 4 4 8 46	0	16 8 8 8 12 16 8 8 8 116	16 8 8 8 8	24 24 24 24 24 12 8	24 8 24 24 24 12 8 148	24 8 24 24 24 12 8 164	2 10	8 88 0 0 0 98 24 24 24 24 88 92 96 44 32 40 14 4 16 736 0 0 0 0	\$12,750 \$0 \$0 \$0 \$14,741 \$4,760 \$3,789 \$13,041 \$13,466 \$14,292 \$7,747 \$5,148 \$6,338 \$2,592 \$729 \$3,109 \$114,487
Existing Conditions Mapping Hydrology Assessment Geotechnical Assessment 1.4 Roadway and Track Crossing Assessment 1.5 Riparian and Waterway Crossing Assessment 1.6 Design Refinement (30%) 1.7 GO 88B 1.8 Public Utilities 1.9 Prepare Plans 50% PSE 75% PSE 95% PSE 1.10 Outreach 1.11 Encroachment Permits 1.12 Final Submittal 1.13 Contract Management General Project Management QA/QC Meetings Task 1 Preliminary Engineering Subtotal: Task 2 Environmental Permitting and Mitigations 2.1 Wetland Delineation 2.2 Environmental Permitting Strategy 2.3 Regulatory Permit Applications 2.4 Cultural Resources 2.5 Contract Management General Project Management General Expenses General Expenses General Expenses	16 4 4 4 8 46	0	16 8 8 8 12 16 8 8 8 116	16 8 8 8 8	24 24 24 24 24 12 8	24 8 24 24 24 12 8 148	24 8 24 24 24 12 8 164	2 10	8 88 0 0 0 98 24 24 24 24 88 92 96 44 32 40 14 4 16 736 0 0 0 0	\$12,750 \$0 \$0 \$0 \$14,741 \$4,760 \$3,789 \$13,041 \$13,466 \$14,292 \$7,747 \$5,148 \$6,338 \$2,592 \$729 \$3,109 \$114,487 \$0 \$0 \$0 \$0 \$0 \$0 \$114,487 \$2,061
Existing Conditions Mapping Hydrology Assessment Geotechnical Assessment 1.4 Roadway and Track Crossing Assessment 1.5 Riparian and Waterway Crossing Assessment 1.6 Design Refinement (30%) 1.7 GO 88B 1.8 Public Utilities 1.9 Prepare Plans 50% PSE 75% PSE 95% PSE 1.10 Outreach 1.11 Encroachment Permits 1.12 Final Submittal 1.13 Contract Management General Project Management QA/QC Meetings Task 1 Preliminary Engineering Subtotal: Task 2 Environmental Permiting Strategy 2.3 Regulatory Permit Applications 2.4 Cultural Resources 2.5 Contract Management General Project Management General Project Management Applications 2.4 Cultural Resources 2.5 Contract Management General Project Management	16 4 4 4 8 46	0	16 8 8 8 12 16 8 8 8 116	16 8 8 8 8	24 24 24 24 24 12 8	24 8 24 24 24 12 8 148	24 8 24 24 24 12 8 164	2 10	8 88 0 0 0 98 24 24 24 24 88 92 96 44 32 40 14 4 16 736 0 0 0 0	\$12,750 \$0 \$0 \$0 \$14,741 \$4,760 \$3,789 \$13,041 \$13,466 \$14,292 \$7,747 \$5,148 \$6,338 \$2,592 \$729 \$3,109 \$114,487 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$114,487 \$2,061
Existing Conditions Mapping Hydrology Assessment Geotechnical Assessment 1.4 Roadway and Track Crossing Assessment 1.5 Riparian and Waterway Crossing Assessment 1.6 Design Refinement (30%) 1.7 GO 88B 1.8 Public Utilities 1.9 Prepare Plans 50% PSE 75% PSE 95% PSE 95% PSE 1.10 Outreach 1.11 Encroachment Permits 1.12 Final Submittal 1.13 Contract Management General Project Management QA/QC Meetings Task 1 Preliminary Engineering Subtotal: Task 2 Environmental Permitting and Mitigations 2.1 Wetland Delineation 2.2 Environmental Permitting Strategy 2.3 Regulatory Permit Applications 2.4 Cultural Resources 2.5 Contract Management General Project Management General Expenses General Expenses General Expenses	16 4 4 4 8 46	0	16 8 8 8 12 16 8 8 8 116	16 8 8 8 8	24 24 24 24 24 12 8 168	24 8 24 24 24 12 8 148	24 8 24 24 24 12 8 164	2 10 0 10	8 88 0 0 0 98 24 24 24 24 4 4 32 40 14 4 16 736 0 0 0 0	\$12,750 \$0 \$0 \$0 \$14,741 \$4,760 \$3,789 \$13,041 \$13,466 \$14,292 \$7,747 \$5,148 \$6,338 \$2,592 \$729 \$3,109 \$114,487 \$0 \$0 \$0 \$0 \$0 \$117,048.0
Existing Conditions Mapping Hydrology Assessment Geotechnical Assessment 1.4 Roadway and Track Crossing Assessment 1.5 Riparian and Waterway Crossing Assessment 1.6 Design Refinement (30%) 1.7 GO 88B 1.8 Public Utilities 1.9 Prepare Plans 50% PSE 75% PSE 95% PSE 1.10 Outreach 1.11 Encroachment Permits 1.12 Final Submittal 1.13 Contract Management General Project Management QA/QC Meetings Task 1 Preliminary Engineering Subtotal: Task 2 Environmental Permitting and Mitigations 2.1 Wetland Delineation 2.2 Environmental Permitting Strategy 2.3 Regulatory Permit Applications 2.4 Cultural Resources 2.5 Contract Management General Project Management General Project Management General Project Management General Expenses General Expenses General Expenses General Expenses General Expenses Other Total Reimbursable Expenses:	16 4 4 4 8 46	0	16 8 8 8 12 16 8 8 8 116	16 8 8 8 8	24 24 24 24 12 8 168 168	24 8 24 24 12 8 148 148	24 8 24 24 24 12 8 164 0 164	2 10 10 10 10 10 10 10 10 10 10 10 10 10	8 88 0 0 0 98 24 24 24 24 88 92 96 44 32 40 14 4 16 736 0 0 0 0 0	\$12,750 \$0 \$0 \$0 \$0 \$14,741 \$4,760 \$3,789 \$13,041 \$13,466 \$14,292 \$7,747 \$5,148 \$6,338 \$2,592 \$729 \$3,109 \$114,487 \$0 \$0 \$0 \$0 \$0 \$0 \$114,487 \$2,061

M	ARIN COUNTY PATHWAY DESIGN AND PERMITTING	CSW ST2 Project Manager, Engineer, and Surveyor									
	SUMMARY OF PRIME CONSULTANT LABOR EFFORT	Robert Stevens PM and PIC	Julia Harberson Project Engineer Crossings	Mike Vidra Project Engineer	Kristine Pillsbury	Varies Engineer 3	Varies Engineer 2	Varies Engineer 1	Varies Admin	Total Hours	Total Base Fee
	2022 Hourly Rate (\$/ hour)	60.00	68.00	68.00	55.00	50.00	46.00	42.00	35.00		
	Fringe	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%		
	Overhead	175.97%	175.97%	175.97%	175.97%	175.97%	175.97%	175.97%	175.97%		
CS	SW ST2	10%	10%	10%	10%	10%	10%	10%	10%		
	Multiplier	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0		
	Billable Rate (Overhead & Profit) (\$/ hour)	182.14	206.43	206.43	166.96	151.78	139.64	127.50	106.25		600.454
								cent Designment			\$23,154 \$11,577
						Task		IFC Design			\$5,788
					Total Ta	sk 2: Env		l Permitti			\$1,280
	Segme	ent 3 Hanı	nah Ranci	Road to	Novato C	reek MP 2	25.85 to 26	i.23 (1.26 ı	niles) Tot	al Cost:	\$117,048
	Segment 4 Grant Av	enue to	Olive Av	enue MP	26.8 to 2	7 (0.26 n	niles)	•	•		
Task 1	Preliminary Engineering						,				
1.1	Project Kickoff	2		2						4	\$777
1.2	Data Collection and Field Review			2	2	8	8			20	\$3,078
1.3	Technical Studies					4	4				¢4.400
	Existing Conditions Mapping Hydrology Assessment				8	8	4	16		8 32	\$1,166 \$4,590
	Geotechnical Assessment				U	O		10		0	\$4,590 \$0
1.4	Roadway and Track Crossing Assessment	2		8						10	\$2,016
1.5	Riparian and Waterway Crossing Assessment			-						0	\$0
1.6	Design Refinement (30%)	2		4	8	12	12	12		50	\$7,553
1.7	GO 88B	8		4						12	\$2,283
1.8	Public Utilities			4			4	4		12	\$1,894
1.9	Prepare Plans			0	0	40	10	40		50	#0.504
	50% PSE 75% PSE			8	8	12 12	12 12	16 16	4	56 56	\$8,524 \$8,281
	95% PSE			8	4	12	12	16	4	56	\$8,281
1.10	Outreach	8		8	•		12	8	-	24	\$4,129
1.11	Encroachment Permits			8		12	12			32	\$5,148
1.12	Final Submittal			8	4	6	6			24	\$4,068
1.13	Contract Management										
	General Project Management	4		8					2	14	\$2,592
	QA/QC	4		0						4	\$729
	Meetings Task 1 Preliminary Engineering Subtotal:	8 38	0	8 88	38	86	82	88	10	16 430	\$3,109 \$68,218
Task 2	Environmental Permitting and Mitigations	- 00		- 00	- 00	- 00	<u> </u>			730	ψ00,210
2.1	Wetland Delineation									0	\$0
	For the control Democket on Other town										\$0
2.2	Environmental Permitting Strategy									0	\$0
2.3	Regulatory Permit Applications									0	\$0
2.3 2.4	Regulatory Permit Applications Cultural Resources										
2.3	Regulatory Permit Applications Cultural Resources Contract Management									0	\$0 \$0
2.3 2.4	Regulatory Permit Applications Cultural Resources Contract Management General Project Management									0 0	\$0 \$0 \$0
2.3 2.4	Regulatory Permit Applications Cultural Resources Contract Management General Project Management QA/QC									0 0 0 0	\$0 \$0 \$0
2.3 2.4 2.5	Regulatory Permit Applications Cultural Resources Contract Management General Project Management QA/QC Meetings 2 Environmental Permitting and Mitigations Subtotal:	0	0	0	0	0	0	0	0	0 0 0 0 0	\$0 \$0 \$0 \$0 \$0 \$0 \$0
2.3 2.4 2.5	Regulatory Permit Applications Cultural Resources Contract Management General Project Management QA/QC Meetings 2 Environmental Permitting and Mitigations Subtotal: Total Base Labor Expenses:	0 38	0	0 88	0 38	0 86	0 82	0 88	0 10	0 0 0 0 0	\$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0
2.3 2.4 2.5	Regulatory Permit Applications Cultural Resources Contract Management General Project Management QA/QC Meetings 2 Environmental Permitting and Mitigations Subtotal: Total Base Labor Expenses: Salary Escalation:									0 0 0 0 0	\$0 \$0 \$0 \$0 \$0 \$0
2.3 2.4 2.5 Task	Regulatory Permit Applications Cultural Resources Contract Management General Project Management QA/QC Meetings 2 Environmental Permitting and Mitigations Subtotal: Total Base Labor Expenses: Salary Escalation:									0 0 0 0 0	\$0 \$0 \$0 \$0 \$0 \$0 \$0 \$1,228
2.3 2.4 2.5	Regulatory Permit Applications Cultural Resources Contract Management General Project Management QA/QC Meetings 2 Environmental Permitting and Mitigations Subtotal: Total Base Labor Expenses: Salary Escalation:									0 0 0 0 0	\$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0
2.3 2.4 2.5 Task Reimbursa General Ex Other Total Re	Regulatory Permit Applications Cultural Resources Contract Management General Project Management QA/QC Meetings 2 Environmental Permitting and Mitigations Subtotal: Total Base Labor Expenses: Salary Escalation: able Expenses imbursable Expenses:									0 0 0 0 0	\$0 \$0 \$0 \$0 \$0 \$0 \$0 \$68,218 \$1,228
2.3 2.4 2.5 Task Reimbursa General Ex Other Total Re	Regulatory Permit Applications Cultural Resources Contract Management General Project Management QA/QC Meetings 2 Environmental Permitting and Mitigations Subtotal: Total Base Labor Expenses: Salary Escalation: able Expenses					86	82	88	10	0 0 0 0 0 0 0 430	\$0 \$0 \$0 \$0 \$0 \$0 \$68,218 \$1,228 \$500 \$0 \$59,945
2.3 2.4 2.5 Task Reimbursa General Ex Other Total Re	Regulatory Permit Applications Cultural Resources Contract Management General Project Management QA/QC Meetings 2 Environmental Permitting and Mitigations Subtotal: Total Base Labor Expenses: Salary Escalation: able Expenses imbursable Expenses:					86	82 1: 30 Per	88	10 gn Level I	0 0 0 0 0 0 430	\$0 \$0 \$0 \$0 \$0 \$0 \$68,218 \$1,228 \$500 \$500 \$69,945 \$27,633
2.3 2.4 2.5 Task Reimbursa General Ex Other Total Re	Regulatory Permit Applications Cultural Resources Contract Management General Project Management QA/QC Meetings 2 Environmental Permitting and Mitigations Subtotal: Total Base Labor Expenses: Salary Escalation: able Expenses imbursable Expenses:					Task	82 1: 30 Per 1: 50 Per	cent Designment	10 gn Level I	0 0 0 0 0 0 430 Package	\$0 \$0 \$0 \$0 \$0 \$0 \$68,218 \$1,228 \$500 \$0 \$500 \$27,633 \$17,270
2.3 2.4 2.5 Task Reimbursa General Ex Other Total Re	Regulatory Permit Applications Cultural Resources Contract Management General Project Management QA/QC Meetings 2 Environmental Permitting and Mitigations Subtotal: Total Base Labor Expenses: Salary Escalation: able Expenses imbursable Expenses:					Task Task Task	1: 30 Per 1: 50 Per 1: 75 Per	cent Designment Design	gn Level F	0 0 0 0 0 430 430 Package	\$0 \$0 \$0 \$0 \$0 \$0 \$68,218 \$1,228 \$500 \$0 \$500 \$69,945 \$27,633 \$17,270 \$13,816
2.3 2.4 2.5 Task Reimbursa General Ex Other Total Re	Regulatory Permit Applications Cultural Resources Contract Management General Project Management QA/QC Meetings 2 Environmental Permitting and Mitigations Subtotal: Total Base Labor Expenses: Salary Escalation: able Expenses imbursable Expenses:					Task Task Task	11: 30 Per 11: 50 Per 11: 75 Per 11: 95 Per	cent Designment Design	gn Level I gn Level I gn Level I gn Level I	0 0 0 0 0 430 Package Package	\$0 \$0 \$0 \$0 \$0 \$0 \$68,218 \$1,228 \$500 \$0 \$500 \$500 \$27,633 \$17,270 \$13,816 \$6,908
2.3 2.4 2.5 Task Reimbursa General Ex Other Total Re	Regulatory Permit Applications Cultural Resources Contract Management General Project Management QA/QC Meetings 2 Environmental Permitting and Mitigations Subtotal: Total Base Labor Expenses: Salary Escalation: able Expenses imbursable Expenses:				38	Task Task Task Task	82 11: 30 Per 11: 50 Per 11: 75 Per 11: 95 Per Task 1:	cent Desigon Cent Desigon Cent Desigon IFC Design FC Des	gn Level I gn Level I gn Level I gn Level I gn Level I	0 0 0 0 0 430 Package Package Package	\$0 \$0 \$0 \$0 \$0 \$0 \$68,218 \$1,228 \$500 \$0 \$500 \$69,945 \$27,633 \$17,270 \$13,816
2.3 2.4 2.5 Task Reimbursa General Ex Other Total Re	Regulatory Permit Applications Cultural Resources Contract Management General Project Management QA/QC Meetings 2 Environmental Permitting and Mitigations Subtotal: Total Base Labor Expenses: Salary Escalation: able Expenses imbursable Expenses:	38	0	88	Total Ta	Task Task Task Task	1: 30 Per 1: 50 Per 1: 75 Per 1: 95 Per Task 1:	cent Designer Designe	gn Level I gn Level I gn Level I gn Level I gn Level I gn Level I	0 0 0 0 0 430 Package Package Package Package	\$0 \$0 \$0 \$0 \$0 \$0 \$68,218 \$1,228 \$500 \$500 \$500 \$69,945 \$27,633 \$17,270 \$13,816 \$6,908 \$3,454 \$864
2.3 2.4 2.5 Task Reimbursa General Ex Other Total Re	Regulatory Permit Applications Cultural Resources Contract Management General Project Management QA/QC Meetings 2 Environmental Permitting and Mitigations Subtotal: Total Base Labor Expenses: Salary Escalation: able Expenses (penses imbursable Expenses:	38 Segn	onent 4 Gra	nt Avenue	Total Ta	Task Task Task Task Task	1: 30 Per 1: 50 Per 1: 75 Per 1: 95 Per Task 1: ironmenta	cent Designer Designe	gn Level I gn Level I gn Level I gn Level I gn Level I gn Level I	0 0 0 0 0 430 Package Package Package Package	\$0 \$0 \$0 \$0 \$0 \$0 \$68,218 \$1,228 \$500 \$500 \$69,945 \$27,633 \$17,270 \$13,816 \$6,908 \$3,454
2.3 2.4 2.5 Task Reimbursa General Ex Other Total Re	Regulatory Permit Applications Cultural Resources Contract Management General Project Management QA/QC Meetings 2 Environmental Permitting and Mitigations Subtotal: Total Base Labor Expenses: Salary Escalation: able Expenses imbursable Expenses:	38 Segn	onent 4 Gra	nt Avenue	Total Ta	Task Task Task Task Task	1: 30 Per 1: 50 Per 1: 75 Per 1: 95 Per Task 1: ironmenta	cent Designer Designe	gn Level I gn Level I gn Level I gn Level I gn Level I gn Level I	0 0 0 0 0 430 Package Package Package Package	\$0 \$0 \$0 \$0 \$0 \$0 \$68,218 \$1,228 \$500 \$500 \$500 \$69,945 \$27,633 \$17,270 \$13,816 \$6,908 \$3,454 \$864
2.3 2.4 2.5 Task Reimbursa General Ex Other Total Re Total CS	Regulatory Permit Applications Cultural Resources Contract Management General Project Management QA/QC Meetings 2 Environmental Permitting and Mitigations Subtotal: Total Base Labor Expenses: Salary Escalation: able Expenses imbursable Expenses: WST2 Fee Segment 5 Olive Avenue Preliminary Engineering Project Kickoff	38 Segn	onent 4 Gra	nt Avenue ace MP 2	Total Ta	Task Task Task Task Task	1: 30 Per 1: 50 Per 1: 75 Per 1: 95 Per Task 1: ironmenta	cent Designer Designe	gn Level I gn Level I gn Level I gn Level I gn Level I gn Level I	0 0 0 0 0 0 430 Package Package Package Package Package Package Itigation tal Cost:	\$0 \$0 \$0 \$0 \$0 \$0 \$0 \$68,218 \$1,228 \$500 \$500 \$69,945 \$27,633 \$17,270 \$13,816 \$6,908 \$3,454 \$864 \$69,945
2.3 2.4 2.5 Task Reimbursa General Ex Other Total CS Task 1 1.1 1.2	Regulatory Permit Applications Cultural Resources Contract Management General Project Management QA/QC Meetings 2 Environmental Permitting and Mitigations Subtotal: Total Base Labor Expenses: Salary Escalation: able Expenses imbursable Expenses: WST2 Fee Segment 5 Olive Avenue Preliminary Engineering Project Kickoff Data Collection and Field Review	Segn to Rush	onent 4 Gra	nt Avenue	Total Ta	Task Task Task Task Task	1: 30 Per 1: 50 Per 1: 75 Per 1: 95 Per Task 1: ironmenta	cent Designer Designe	gn Level I gn Level I gn Level I gn Level I gn Level I gn Level I	0 0 0 0 0 0 430 Package Packag	\$0 \$0 \$0 \$0 \$0 \$0 \$0 \$68,218 \$1,228 \$500 \$500 \$69,945 \$27,633 \$17,270 \$13,816 \$6,908 \$3,454 \$864 \$69,945
2.3 2.4 2.5 Task Reimbursa General Ex Other Total Re Total CS	Regulatory Permit Applications Cultural Resources Contract Management General Project Management QA/QC Meetings 2 Environmental Permitting and Mitigations Subtotal: Total Base Labor Expenses: Salary Escalation: able Expenses imbursable Expenses: WST2 Fee Segment 5 Olive Avenue Preliminary Engineering Project Kickoff Data Collection and Field Review Technical Studies	Segn to Rush	onent 4 Gra	nt Avenue ace MP 2	Total Ta	Task Task Task Task Avenue I	82 11: 30 Per 11: 50 Per 11: 75 Per 11: 95 Per 12: 75 Per 13: 75 Per 14: 95 Per 15: 75 Per 16: 75 Per 16: 75 Per 17: 75 Per 17: 75 Per 18: 75 P	cent Designer Designe	gn Level I gn Level I gn Level I gn Level I gn Level I gn Level I	O O O O O O O O O O O O O O O O O O O	\$0 \$0 \$0 \$0 \$0 \$0 \$50 \$500 \$500 \$500 \$5
2.3 2.4 2.5 Task Reimbursa General Ex Other Total CS Task 1 1.1 1.2	Regulatory Permit Applications Cultural Resources Contract Management General Project Management QA/QC Meetings 2 Environmental Permitting and Mitigations Subtotal: Total Base Labor Expenses: Salary Escalation: able Expenses cpenses imbursable Expenses: WST2 Fee Segment 5 Olive Avenue Preliminary Engineering Project Kickoff Data Collection and Field Review Technical Studies Existing Conditions Mapping	Segn to Rush	onent 4 Gra	nt Avenue ace MP 2	Total Ta e to Olive 7.85 to M	Task Task Task Task Avenue IIP 28.5 (0	82 11: 30 Per 11: 50 Per 11: 55 Per 12: 95 Per 13: 95 Per 14: 95 Per 15: 15: 15: 15: 15: 15: 15: 15: 15: 15:	cent Designer Designe	gn Level I gn Level I gn Level I gn Level I gn Level I gn Level I	O O O O O O O O O O O O O O O O O O O	\$0 \$0 \$0 \$0 \$0 \$0 \$50 \$50 \$500 \$500 \$59,945 \$27,633 \$17,270 \$13,816 \$6,908 \$3,454 \$864 \$69,945
2.3 2.4 2.5 Task Reimbursa General Ex Other Total CS Task 1 1.1 1.2	Regulatory Permit Applications Cultural Resources Contract Management General Project Management QA/QC Meetings 2 Environmental Permitting and Mitigations Subtotal: Total Base Labor Expenses: Salary Escalation: able Expenses imbursable Expenses: WST2 Fee Segment 5 Olive Avenue Preliminary Engineering Project Kickoff Data Collection and Field Review Technical Studies Existing Conditions Mapping Hydrology Assessment	Segn to Rush	onent 4 Gra	nt Avenue ace MP 2	Total Ta	Task Task Task Task Avenue I	82 11: 30 Per 11: 50 Per 11: 75 Per 11: 95 Per 12: 75 Per 13: 75 Per 14: 95 Per 15: 75 Per 16: 75 Per 16: 75 Per 17: 75 Per 17: 75 Per 18: 75 P	cent Designer Designe	gn Level I gn Level I gn Level I gn Level I gn Level I gn Level I	O O O O O O O O O O O O O O O O O O O	\$0 \$0 \$0 \$0 \$0 \$0 \$68,218 \$1,228 \$500 \$500 \$69,945 \$27,633 \$17,270 \$13,816 \$6,908 \$3,454 \$864 \$69,945
Z.3 Z.4 Z.5 Task Reimbursa General Ex Other Total CS Task 1 1.1 1.2 1.3	Regulatory Permit Applications Cultural Resources Contract Management General Project Management QA/QC Meetings 2 Environmental Permitting and Mitigations Subtotal: Total Base Labor Expenses: Salary Escalation: able Expenses imbursable Expenses: WST2 Fee Segment 5 Olive Avenue Preliminary Engineering Project Kickoff Data Collection and Field Review Technical Studies Existing Conditions Mapping Hydrology Assessment Geotechnical Assessment	Segn to Rush	onent 4 Gra	nt Avenue ace MP 2	Total Ta e to Olive 7.85 to M	Task Task Task Task Avenue IIP 28.5 (0	82 11: 30 Per 11: 50 Per 11: 75 Per 11: 95 Per 12: 75 Per 13: 75 Per 14: 95 Per 15: 75 Per 16: 75 Per 16: 75 Per 17: 75 Per 17: 75 Per 18: 75 P	cent Designer Designe	gn Level I gn Level I gn Level I gn Level I gn Level I gn Level I	O O O O O O O O O O O O O O O O O O O	\$0 \$0 \$0 \$0 \$0 \$0 \$0 \$68,218 \$1,228 \$500 \$500 \$69,945 \$27,633 \$17,270 \$13,816 \$6,908 \$3,454 \$864 \$69,945 \$777 \$3,078
2.3 2.4 2.5 Task Reimbursa General Ex Other Total CS Task 1 1.1 1.2	Regulatory Permit Applications Cultural Resources Contract Management General Project Management QA/QC Meetings 2 Environmental Permitting and Mitigations Subtotal: Total Base Labor Expenses: Salary Escalation: able Expenses imbursable Expenses: WST2 Fee Segment 5 Olive Avenue Preliminary Engineering Project Kickoff Data Collection and Field Review Technical Studies Existing Conditions Mapping Hydrology Assessment	Segn to Rush	onent 4 Gra	nt Avenue ace MP 2	Total Ta e to Olive 7.85 to M	Task Task Task Task Avenue IIP 28.5 (0	82 11: 30 Per 11: 50 Per 11: 75 Per 11: 95 Per 12: 75 Per 13: 75 Per 14: 95 Per 15: 75 Per 16: 75 Per 16: 75 Per 17: 75 Per 17: 75 Per 18: 75 P	cent Designer Designe	gn Level I gn Level I gn Level I gn Level I gn Level I gn Level I	O O O O O O O O O O O O O O O O O O O	\$0 \$0 \$0 \$0 \$0 \$0 \$68,218 \$1,228 \$500 \$500 \$69,945 \$27,633 \$17,270 \$13,816 \$6,908 \$3,454 \$864 \$69,945
Z.3 Z.4 Z.5 Task Reimbursa General Ex Other Total Re Total CS Task 1 1.1 1.2 1.3	Regulatory Permit Applications Cultural Resources Contract Management General Project Management QA/QC Meetings 2 Environmental Permitting and Mitigations Subtotal: Total Base Labor Expenses: Salary Escalation: able Expenses imbursable Expenses: WST2 Fee Segment 5 Olive Avenue Preliminary Engineering Project Kickoff Data Collection and Field Review Technical Studies Existing Conditions Mapping Hydrology Assessment Geotechnical Assessment Roadway and Track Crossing Assessment Riparian and Waterway Crossing Assessment Design Refinement (30%)	Segn to Rush	onent 4 Gra	nt Avenue ace MP 2 2 2 4	Total Ta e to Olive 7.85 to M	Task Task Task Task Avenue IIP 28.5 (0	82 11: 30 Per 11: 50 Per 11: 75 Per 11: 95 Per 12: 75 Per 13: 75 Per 14: 95 Per 15: 75 Per 16: 75 Per 16: 75 Per 17: 75 Per 17: 75 Per 18: 75 P	cent Designer Designe	gn Level I gn Level I gn Level I gn Level I gn Level I gn Level I	O O O O O O O O O O O O O O O O O O O	\$0 \$0 \$0 \$0 \$0 \$0 \$0 \$50 \$500 \$500 \$500
2.3 2.4 2.5 Task Reimbursa General Ex Other Total CS Total CS 1.1 1.2 1.3 1.4 1.5 1.6 1.7	Regulatory Permit Applications Cultural Resources Contract Management General Project Management QA/QC Meetings 2 Environmental Permitting and Mitigations Subtotal: Total Base Labor Expenses: Salary Escalation: able Expenses imbursable Expenses: WST2 Fee Segment 5 Olive Avenue Preliminary Engineering Project Kickoff Data Collection and Field Review Technical Studies Existing Conditions Mapping Hydrology Assessment Geotechnical Assessment Roadway and Track Crossing Assessment Riparian and Waterway Crossing Assessment Design Refinement (30%) GO 88B	Segn to Rush	onent 4 Gra	nt Avenue ace MP 2 2 2 4 4 4	Total Ta to Olive 7.85 to N	Task Task Task Task Avenue I IP 28.5 (0	82 11: 30 Per 11: 50 Per 11: 75 Per 11: 95 Per 12: 75 Per 13: 75 Per 14: 95 Per 15: 75 Per 16: 75 Per 16: 75 Per 17: 75 Per 17: 75 Per 18: 75 P	cent Designer Designe	gn Level I gn Level I gn Level I gn Level I gn Level I gn Level I	O O O O O O O O O O O O O O O O O O O	\$0 \$0 \$0 \$0 \$0 \$0 \$0 \$50 \$50 \$500 \$500
2.3 2.4 2.5 Task Reimbursa General Ex Other Total CS Total CS 1.1 1.2 1.3 1.4 1.5 1.6 1.7 1.8	Regulatory Permit Applications Cultural Resources Contract Management General Project Management QA/QC Meetings 2 Environmental Permitting and Mitigations Subtotal: Total Base Labor Expenses: Salary Escalation: able Expenses weenses imbursable Expenses: WST2 Fee Segment 5 Olive Avenue Preliminary Engineering Project Kickoff Data Collection and Field Review Technical Studies Existing Conditions Mapping Hydrology Assessment Geotechnical Assessment Roadway and Track Crossing Assessment Riparian and Waterway Crossing Assessment Design Refinement (30%) GO 88B Public Utilities	Segn to Rush	onent 4 Gra	nt Avenue ace MP 2 2 2 4	Total Ta to Olive 7.85 to N	Task Task Task Task Avenue I IP 28.5 (0	1: 30 Per 1: 50 Per 1: 75 Per 1: 95 Per Task 1: Tronmenta MP 26.8 to 0.38 miles	cent Designer Designe	gn Level I gn Level I gn Level I gn Level I gn Level I gn Level I	O O O O O O O O O O O O O O O O O O O	\$0 \$0 \$0 \$0 \$0 \$0 \$0 \$50 \$500 \$500 \$500
2.3 2.4 2.5 Task Reimbursa General Ex Other Total CS Total CS 1.1 1.2 1.3 1.4 1.5 1.6 1.7	Regulatory Permit Applications Cultural Resources Contract Management General Project Management QA/QC Meetings 2 Environmental Permitting and Mitigations Subtotal: Total Base Labor Expenses: Salary Escalation: able Expenses imbursable Expenses: WST2 Fee Segment 5 Olive Avenue Preliminary Engineering Project Kickoff Data Collection and Field Review Technical Studies Existing Conditions Mapping Hydrology Assessment Geotechnical Assessment Roadway and Track Crossing Assessment Riparian and Waterway Crossing Assessment Design Refinement (30%) GO 88B Public Utilities Prepare Plans	Segn to Rush	onent 4 Gra	nt Avenue ace MP 2 2 2 4 4 4	Total Ta e to Olive 7.85 to M	Task Task Task Sk 2: Envi Avenue I IP 28.5 (0	1: 30 Per 1: 50 Per 1: 57 Per 1: 95 Per Task 1: ironmenta MP 26.8 tc 0.38 miles	cent Designer Designe	gn Level I gn Level I gn Level I gn Level I gn Level I miles) Tot	0 0 0 0 0 430 Package Package Package Package Package 1 1 20 8 32 0 10 0 4 6	\$0 \$0 \$0 \$0 \$0 \$0 \$0 \$68,218 \$1,228 \$500 \$500 \$69,945 \$27,633 \$17,270 \$13,816 \$6,908 \$3,454 \$864 \$69,945 \$777 \$3,078 \$1,166 \$4,590 \$0 \$2,016 \$0 \$1,894
2.3 2.4 2.5 Task Reimbursa General Ex Other Total CS Total CS 1.1 1.2 1.3 1.4 1.5 1.6 1.7 1.8	Regulatory Permit Applications Cultural Resources Contract Management General Project Management QA/QC Meetings 2 Environmental Permitting and Mitigations Subtotal: Total Base Labor Expenses: Salary Escalation: able Expenses imbursable Expenses: WST2 Fee Segment 5 Olive Avenue Preliminary Engineering Project Kickoff Data Collection and Field Review Technical Studies Existing Conditions Mapping Hydrology Assessment Geotechnical Assessment Roadway and Track Crossing Assessment Riparian and Waterway Crossing Assessment Design Refinement (30%) GO 88B Public Utilities Prepare Plans 50% PSE	Segn to Rush	onent 4 Gra	88 nt Avenue ace MP 2 2 2 8 4 4 4 12	Total Ta e to Olive 7.85 to N	Task Task Task Task Sk 2: Env Avenue I IP 28.5 (0	82 11: 30 Per 11: 50 Per 11: 75 Per 11: 95 Per 13: 75 Per 14: 95 Per 15: 75 Per 16: 12: 95 Per 16: 12: 95 Per 17: 12: 95 Per 18: 12: 95 Per 1	cent Designer Designe	gn Level I gn Level I gn Level I gn Level I ng and Mi miles) Tot	0 0 0 0 0 0 430 Package Package Package Package Package Package 1 1 2 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	\$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$68,218 \$1,228 \$500 \$500 \$69,945 \$27,633 \$17,270 \$13,816 \$6,908 \$3,454 \$864 \$69,945 \$777 \$3,078 \$1,166 \$4,590 \$0 \$2,016 \$0 \$1,894 \$1,894
2.3 2.4 2.5 Task Reimbursa General Ex Other Total CS Total CS 1.1 1.2 1.3 1.4 1.5 1.6 1.7 1.8	Regulatory Permit Applications Cultural Resources Contract Management General Project Management QA/QC Meetings 2 Environmental Permitting and Mitigations Subtotal: Total Base Labor Expenses: Salary Escalation: able Expenses imbursable Expenses: WST2 Fee Segment 5 Olive Avenue Preliminary Engineering Project Kickoff Data Collection and Field Review Technical Studies Existing Conditions Mapping Hydrology Assessment Geotechnical Assessment Roadway and Track Crossing Assessment Riparian and Waterway Crossing Assessment Design Refinement (30%) GO 88B Public Utilities Prepare Plans	Segn to Rush	onent 4 Gra	nt Avenue ace MP 2 2 2 4 4 4	Total Ta e to Olive 7.85 to M	Task Task Task Sk 2: Envi Avenue I IP 28.5 (0	1: 30 Per 1: 50 Per 1: 57 Per 1: 95 Per Task 1: ironmenta MP 26.8 tc 0.38 miles	cent Designer Designe	gn Level I gn Level I gn Level I gn Level I gn Level I gn g and Mi miles) Tot	0 0 0 0 0 0 430 Package Packag	\$0 \$0 \$0 \$0 \$0 \$0 \$0 \$68,218 \$1,228 \$500 \$500 \$69,945 \$27,633 \$17,270 \$13,816 \$6,908 \$3,454 \$864 \$69,945 \$777 \$3,078 \$1,166 \$4,590 \$0 \$2,016 \$0 \$1,894

MARIN COUNTY PATHWAY DESIGN AND CSWIST2									T				
	PERMITTING	Project Manager, Engineer, and Surveyor											
	FERMITTING	sus	son ineer			gineer, una	- Carreyer				9		
	SUMMARY OF PRIME CONSULTANT LABOR EFFORT	Robert Stevens PM and PIC	Julia Harberson Project Engineer Crossings	Mike Vidra Project Engineer Pathway	Kristine Pillsbury Hydraulics	Varies Engineer 3	Varies Engineer 2	Varies Engineer 1	Varies Admin	Total Hours	Total Base Fee		
	2022 Hourly Rate (\$/ hour)	60.00	68.00	68.00	55.00	50.00	46.00	42.00	35.00		·		
	Fringe		0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%				
	Overhead		175.97%	175.97%	175.97%	175.97%	175.97%	175.97%	175.97%				
C	SW ST2		10%	10%	10%	10%	10%	10%	10%				
U	Multiplier		3.0	3.0	3.0	3.0	3.0	3.0	3.0				
	Billable Rate (Overhead & Profit) (\$/ hour)	182.14	206.43	206.43	166.96	151.78	139.64	127.50	106.25				
1.11	Encroachment Permits	102.14	200.40	8	100.50	12	12	127.00	100.20	32	\$5.148		
1.12	Final Submittal			8	4	6	6			24	\$4,068		
1.13	Contract Management				·	-	-				¥ :,,		
	General Project Management	4		8					2	14	\$2,592		
	QA/QC	4								4	\$729		
	Meetings	8		8						16	\$3,109		
	Task 1 Preliminary Engineering Subtotal:	38	0	92	30	86	92	86	10	434	\$68,849		
Task 2											. ,		
2.1	Wetland Delineation									0	\$0		
2.2	Environmental Permitting Strategy									0	\$0		
2.3	Regulatory Permit Applications									0	\$0		
2.4	Cultural Resources									0	\$0		
2.5	Contract Management												
	General Project Management									0	\$0		
	QA/QC									0	\$0		
	Meetings									0	\$0		
Task	2 Environmental Permitting and Mitigations Subtotal:		0	0	0	0	0	0	0	0	\$0		
	Total Base Labor Expenses:		0	92	30	86	92	86	10	434	\$68,849		
	Salary Escalation:										\$1,239		
	sable Expenses										4500		
General E	expenses										\$500		
Other	simburaahla Evnanaas										\$0 \$500		
	eimbursable Expenses: SWST2 Fee										\$500 \$70,588		
TOLAT C	J#13 1 2 1 66					Tool	4. 20 D	cont Deci	un Lavel F)ookog :	\$27,887		
								cent Desig			\$27,007 \$17,430		
											\$17,430		
			Task 1: 75 Percent Design Level Package										
	Task 1: 95 Percent Design Level Package												
		Task 1: 95 Percent Design Level Package Task 1: IFC Design Level Package											
					Total Ta		Task 1:	IFC Design	gn Level F	Package	\$6,972 \$3,486 \$870		
	Saam	ent 5 Oliv	e Avenue	to Rush (sk 2: Envi	Task 1: ronmenta	IFC Design	gn Level F ng and Mi	Package tigation			

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 Pare 31 Contact Cost Principles and Procedures
- 5. 23 Code of Federal Regulations Part 172 Procurement, Management, and Administration of Engineering and Designee Related Services
- 6 48 Code of Federal Regulations Par 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. Costa that are noncompliant with the federal and state requirements are not libel for reimbursement.

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

Prime Consultant

Name: Robert Stevens

Title: President

Signature:

Date: 01.25.22

Email: rstevens@cswst2.com

Phone Number: 415.533.1864

Address: 45 Leveroni Court, Novato CA 94949

Date of Certification: 01.20.22

N	IARIN COUNTY PATHWAY DESIGN AND	Biggs Cardosa										
	PERMITTING		1	l	_	I Engineer	l .					
	SUMMARY OF SUBCONSULTANT LABOR EFFORT	Mahvash Harms* PIC	Anthony Richardson* PM	Ron Oen* QC Manager	Varies Senior Engineer	Varies Project Engineer	Varies Staff Engineer	Varies Senior Drafter		Total Hours	Total Base Fee	
	2022 Hourly Rate (\$/ hour)	111.93	75.87	88.85	61.44	53.65	46.58	55.39				
	Fringe Overhead	146.51%	146.51% 0.00%	146.51% 0.00%	146.51% 0.00%	146.51% 0.00%	146.51% 0.00%	146.51% 0.00%				
	Profit	10%	10%	10%	10%	10%	10%	10%				
	ATES INC ALENGINEERS Billable Rate (Overhead & Profit) (\$/ hour)	2.7 303.51	2.7 205.73	2.7 240.93	2.7 166.60	2.7 145.48	2.7 126.31	2.7 150.20				
	Segment 1 Smith Ranch Road											
1.1	Preliminary Engineering Project Kickoff		2		2					4	\$745	
1.2	Data Collection and Field Review		8		16					24	\$4,311	
1.3	Technical Studies Existing Conditions Mapping									0	\$0	
	Hydrology Assessment									0	\$0	
1.4	Geotechnical Assessment Roadway and Track Crossing Assessment									0	\$0 \$0	
1.5	Riparian and Waterway Crossing Assessment									0	\$0	
1.6 1.7	Design Refinement (30%) GO 88B	8	68		160	136		104		476 0	\$78,479 \$0	
1.8	Public Utilities									0	\$0	
1.9	Prepare Plans 50% PSE	10	112		128	128	Ι	150		528	\$88,552	
	75% PSE	6	48		56	52		56		218	\$37,002	
1.10	95% PSE Outreach	3	24		26	26		30		109 0	\$18,468 \$0	
1.11	Encroachment Permits									0	\$0	
1.12 1.13	Final Submittal Contract Management		<u> </u>							0	\$0	
1.13	General Project Management		12							12	\$2,469	
	QA/QC Meetings		12	88	12					88 24	\$21,202 \$4,468	
	Task 1 Preliminary Engineering Subtotal:	27	286	88	400	342	0	340	0	1483	\$255,696	
Task 2 2.1	Environmental Permitting and Mitigations Wetland Delineation		ı	I	I	I	I			0	\$0	
2.1	Environmental Permitting Strategy									0	\$0 \$0	
2.3	Regulatory Permit Applications									0	\$0 \$0	
2.4 2.5	Cultural Resources Regulatory Permit Applications									0	\$0 \$0	
	General Project Management									0	\$0	
	QA/QC Meetings									0	\$0 \$0	
Task	2 Environmental Permitting and Mitigations Subtotal:	0	0	0	0	0	0	0	0	0	\$0	
	Total Base Labor Expenses: Salary Escalation:	27	286	88	400	342	0	340	0	1483	\$255,696 \$7,671	
	able Expenses										· •	
General Ex Other	xpenses										\$500 \$0	
Total Re	imbursable Expenses:										\$500	
TOTAL BC	A ree					Task	1: 30 Per	cent Desig	ın Level I	Package	\$263,867 \$103,912	
								cent Desig			\$64,945	
								cent Desig			\$51,956 \$25,978	
					_ ,			IFC Design			\$12,989	
	Segment 1 Smith	Ranch Ro	ad to Nov	ato Hamil				l Permittir			\$4,085 \$263,867	
	Segment 2 State Acces							(=.001			4_00,00 1	
Task 1	Preliminary Engineering				2					4	¢74E	
1.1	Project Kickoff Data Collection and Field Review	0	2 8		16					24	\$745 \$4,311	
1.3	Technical Studies Existing Conditions Manning									^		
	Existing Conditions Mapping Hydrology Assessment									0	\$0 \$0	
4.	Geotechnical Assessment									0	\$0	
1.4 1.5	Roadway and Track Crossing Assessment Riparian and Waterway Crossing Assessment		 							0	\$0 \$0	
1.6	Design Refinement (30%)	6	48		120	96		72		342	\$56,468	
1.7	GO 88B Public Utilities		-							0	\$0 \$0	
1.9	Prepare Plans										•	
	50% PSE 75% PSE	6 4	72 32		96 40	96 40		108 40		378 156	\$62,814 \$26,288	
	95% PSE	2	16		20	20		20		78	\$13,144	
1.10 1.11	Outreach Encroachment Permits									0	\$0 \$0	
1.12	Final Submittal									0	\$0	
1.13	Contract Management General Project Management		8						_	_ 8	\$1 646	
	CSM/Stuber Street Engineering Croup	1	ont CV	l	l	1	1		Page	102 of	136 ^{\$1,646}	

IV	MARIN COUNTY PATHWAY DESIGN AND					Cardosa									
	PERMITTING	*				I Engineer					ı				
	SUMMARY OF SUBCONSULTANT LABOR EFFORT	Mahvash Harms* PIC	Anthony Richardson* PM	Ron Oen* QC Manager	Varies Senior Engineer	Varies Project Engineer	Varies Staff Engineer	Varies Senior Drafter		otal Hours	Total Base Fee				
	2022 Hourly Rate (\$/ hour)	111.93	75.87	88.85	61.44	53.65	> 6 46.58	55.39			-				
	Fringe Overhead	146.51%	146.51% 0.00%	146.51% 0.00%	146.51% 0.00%	146.51% 0.00%	146.51% 0.00%	146.51% 0.00%		-	ı				
BIGGS C	Profit	10%	10%	10%	10%	10%	10%	10%			i				
	ALENGINEERS Billable Rate (Overhead & Profit) (\$/ hour)	2.7 303.51	2.7 205.73	2.7 240.93	2.7 166.60	2.7 145.48	2.7 126.31	2.7 150.20		-	ı				
	QA/QC	303.31		48		145.46	120.31	130.20		48	\$11,564				
	Meetings Task 1 Preliminary Engineering Subtotal:	18	9 195	48	9 303	252	0	240	0	18 1056	\$3,351 \$180,333				
Task 2	Environmental Permitting and Mitigations			0											
2.1	Wetland Delineation Environmental Permitting Strategy		<u> </u>							0	\$0 \$0				
2.3	Regulatory Permit Applications									0	\$0				
2.4	Cultural Resources Contract Management									0	\$0				
	General Project Management									0	\$0				
	QA/QC Meetings									0	\$0 \$0				
Task	2 Environmental Permitting and Mitigations Subtotal:	0 18	0 195	0 48	0 303	0 252	0	0 240	0	0	\$0				
	Total Base Labor Expenses: Salary Escalation:	18	195	48	303	252	U	240	U	1056	\$180,333 \$5,410				
	able Expenses										A 500				
General Ex Other	xpenses										\$500 \$0				
Total Re	imbursable Expenses:										\$500 \$186,243				
Total Bo	DA 1 66					Task	1: 30 Per	cent Desig	n Level I	Package	\$73,315				
Task 1: 30 Percent Design Level Package Task 1: 50 Percent Design Level Package															
	Task 1: 75 Percent Design Level Package Task 1: 95 Percent Design Level Package														
					T-4-1 T-	-l-0-5		IFC Design			\$9,164 \$2,955				
	Se	ament 2 S	State Acce	ess Road t			i <mark>ronmenta</mark> 95 to MP 2			T	\$186,243				
	Segment 3 Hannah Ranc							•		5 6 6 1.	Ψ100,240				
Task 1	Preliminary Engineering Project Kickoff		2		2					4	\$745				
1.1	Data Collection and Field Review		8		16					24	\$4,311				
1.3	Technical Studies Existing Conditions Mapping									0	\$0				
	Hydrology Assessment									0	\$0 \$0				
1.4	Geotechnical Assessment Roadway and Track Crossing Assessment									0	\$0 \$0				
1.5	Riparian and Waterway Crossing Assessment									0	\$0 \$0				
1.6 1.7	Design Refinement (30%) GO 88B	6	36		80	72		48		242 0	\$40,239 \$0				
1.8	Public Utilities									0	\$0				
1.9	Prepare Plans	6	64	T	64	64		78		276	\$46,676				
	50% PSE 75% PSE	4	28		28	24		28		276 112	\$19,336				
1.10	95% PSE Outreach	2	12		12	12		16		54 0	\$9,224 \$0				
1.11	Encroachment Permits									0	\$0				
1.12 1.13	Final Submittal Contract Management			-						0	\$0				
5	General Project Management		8							8	\$1,646				
	QA/QC Meetings		6	56	6	 				56 12	\$13,492 \$2,234				
	Task 1 Preliminary Engineering Subtotal:	18	164	56	208	172	0	170	0	788	\$137,903				
7ask 2 2.1	Environmental Permitting and Mitigations Wetland Delineation									0	\$0				
2.2	Environmental Permitting Strategy									0	\$0				
2.3	Regulatory Permit Applications Cultural Resources		 	 		 	 			0	\$0 \$0				
2.5	Contract Management										·				
<u> </u>	General Project Management QA/QC		 	 		 	 			0	\$0 \$0				
	Meetings	_								0	\$0				
Task	2 Environmental Permitting and Mitigations Subtotal: Total Base Labor Expenses:	0 18	164	0 56	208	0 172	0	0 170	0	788	\$0 \$137,903				
	Salary Escalation:	.0	10-4		200	112		175		, 00	\$4,137				
Reimbursa General Ex	able Expenses										\$500				
Other	•										\$0				
Total Re	eimbursable Expenses: CA Fee										\$500 \$142,540				
						Task	1: 30 Per	cent Desig	n Level	Package	\$56,089 136				

М	ARIN COUNTY PATHWAY DESIGN AND PERMITTING										
	SUMMARY OF SUBCONSULTANT LABOR EFFORT	Mahvash Harms* PIC	Anthony Richardson* PM	Ron Oen* QC Manager	Varies Senior Engineer	Varies Project Engineer	Varies Staff Engineer	Varies Senior Drafter		Total Hours	Total Base Fee
	2022 Hourly Rate (\$/ hour)	111.93	75.87	88.85	61.44	53.65	46.58	55.39			
	Fringe	146.51%	146.51%	146.51%	146.51%	146.51%	146.51%	146.51%			
	Overhead Profit	10%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%			
BIGGS C	ARDOSA ATES INC Multiplier	2.7	2.7	2.7	2.7	2.7	2.7	2.7			
	Billable Rate (Overhead & Profit) (\$/ hour)	303.51	205.73	240.93	166.60	145.48	126.31	150.20			
						Task	1: 75 Per	cent Desig			\$28,044
						Task	1: 95 Per				\$14,022
					Total Ta	ok 2: Env	:Task 1 ironmenta	IFC Design			\$7,011 \$2,319
	Sagme	nt 3 Hani	nah Panci	h Road to			25.85 to 26				\$142,540
	Segment 4 Grant A							0.23 (1.201	illies) Tot	ai Cost.	\$142,540
Task 1	Preliminary Engineering	venue to	Olive Av	l line ivii	20.0 10 2	(0.2011	11103/				
1.1	Project Kickoff									0	\$0
1.2	Data Collection and Field Review									0	\$0
1.3	Technical Studies Existing Conditions Mapping									0	\$0
	Existing Conditions Mapping Hydrology Assessment									0	\$0 \$0
	Geotechnical Assessment									0	\$0
1.4	Roadway and Track Crossing Assessment									0	\$0
1.5	Riparian and Waterway Crossing Assessment									0	\$0
1.6 1.7	Design Refinement (30%) GO 88B						1			0	\$0 \$0
1.7	Public Utilities									0	\$0 \$0
1.9	Prepare Plans			l	Į		l	Į.		Ů	Ψ0
	50% PSE									0	\$0
	75% PSE									0	\$0
1.10	95% PSE Outreach						1			0	\$0 \$0
1.11	Encroachment Permits									0	\$0 \$0
1.12	Final Submittal									0	\$0
1.13	Contract Management										
	General Project Management									0	\$0
	QA/QC Meetings									0	\$0 \$0
	Task 1 Preliminary Engineering Subtotal:	0	0	0	0	0	0	0	0	0	\$0
Task 2	Environmental Permitting and Mitigations			•		•			•		·
2.1	Wetland Delineation									0	\$0
2.2	Environmental Permitting Strategy Regulatory Permit Applications									0	\$0 \$0
2.4	Cultural Resources									0	\$0
2.5	Contract Management										**
	General Project Management									0	\$0
	QA/QC									0	\$0
Task	Meetings 2 Environmental Permitting and Mitigations Subtotal: Total Base Labor Expenses:	0	0	0	0	0	0	0	0	0 0	\$0 \$0 \$0
	Salary Escalation:										\$0
	able Expenses										
General Ex Other	rpenses										\$0
	imbursable Expenses:										\$0 \$0
Total BC											\$0
							1: 30 Per				\$0
							1: 50 Per				\$0 \$0
							1: 75 Per 1: 95 Per				\$0 \$0
						1401		IFC Design			\$0
					Total Ta	sk 2: Env	ironmenta	l Permittii	ng and Mi	tigation	\$0
		Segn	nent 4 Gra	nt Avenu	e to Olive	Avenue	MP 26.8 to	27 (0.26 r	miles) Tot	al Cost:	\$0
	Segment 5 Olive Avenue	to Rush	Creek Pl	ace MP 2	7.85 to N	IP 28.5 (0	0.38 miles	5)			
Task 1	Preliminary Engineering										Φ2
1.1	Project Kickoff Data Collection and Field Review						1			0	\$0 \$0
1.3	Technical Studies									U	φυ
	Existing Conditions Mapping									0	\$0
	Hydrology Assessment									0	\$0
4.4	Geotechnical Assessment									0	\$0
1.4	Roadway and Track Crossing Assessment Riparian and Waterway Crossing Assessment									0	\$0 \$0
1.6	Design Refinement (30%)									0	\$0
1.7	GO 88B									0	\$0
1.8	Public Utilities									0	\$0
1.9	Prepare Plans 50% PSE			l		l				0	\$0
	100% PSE									0	\$0
1.10	Outreach								Page		136 \$0
	CSW Stuber-Stroeh Engineering Group	Agreem	ent CV-	PS-22-0	Ω1 <u> </u>				Page 3	7 of 58	-

MARIN COUNTY PATHWAY DESIGN AND PERMITTING Structural Engineer											
	PERMITTING										
	SUMMARY OF SUBCONSULTANT LABOR EFFORT	Mahvash Harms* PIC	Anthony Richardson* PM	Ron Oen* QC Manager	Varies Senior Engineer	Varies Project Engineer	Varies Staff Engineer	Varies Senior Drafter		Total Hours	Total Base Fee
	2022 Hourly Rate (\$/ hour)	111.93	75.87	88.85	61.44	53.65	46.58	55.39			·
	Fringe	146.51%	146.51%	146.51%	146.51%	146.51%	146.51%	146.51%			
	Overhead		0.00%	0.00%	0.00%	0.00%	0.00%	0.00%			
	Profit	10%	10%	10%	10%	10%	10%	10%			
	CARDOSA IATES INC Multiplier	2.7	2.7	2.7	2.7	2.7	2.7	2.7			
	Billable Rate (Overhead & Profit) (\$/ hour)	303.51	205.73	240.93	166.60	145.48	126.31	150.20			
1.11	Encroachment Permits	303.31	200.13	240.33	100.00	140.40	120.01	100.20		0	\$0
1.12	Final Submittal									0	\$0
1.13	Contract Management									Ů	ΨΟ
	General Project Management									0	\$0
	QA/QC									0	\$0
	Meetings									0	\$0
	Task 1 Preliminary Engineering Subtotal:	0	0	0	0	0	0	0	0	0	\$0
Task 2									•		40
2.1	Wetland Delineation									0	\$0
2.2	Environmental Permitting Strategy									0	\$0
2.3	Regulatory Permit Applications									0	\$0
2.4	Cultural Resources									0	\$0
2.5	Contract Management										, -
	General Project Management									0	\$0
	QA/QC									0	\$0
	Meetings									0	\$0
Task	2 Environmental Permitting and Mitigations Subtotal:	0	0	0	0	0	0	0	0	0	\$0
	Total Base Labor Expenses:	0	0	0	0	0	0	0	0	0	\$0
	Salary Escalation:										\$0
Reimburs	able Expenses										
General Ex	xpenses										
Other											\$0
	eimbursable Expenses:										\$0
Total BC	CA Fee										\$0
								cent Desig			\$0
								cent Desig			\$0
								cent Desig			\$0
						Task		cent Desig			\$0
								IFC Design			\$0
					Total Ta	sk 2: Envi	ronmenta	l Permittir	ng and Mi	tigation	\$0
	Segm	ent 5 Oliv	e Avenue	to Rush (Creek Plac	e MP 27.8	5 to MP 2	8.5 (0.38 r	niles) Tot	al Cost:	\$0

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 Pare 31 Contact Cost Principles and Procedures
- 5. 23 Code of Federal Regulations Part 172 Procurement, Management, and Administration of Engineering and Designee Related Services
- 6 48 Code of Federal Regulations Par 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. Costa that are noncompliant with the federal and state requirements are not libel for reimbursement.

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

N	IARIN COUNTY PATHWAY DESIGN AND PERMITTING	Fehr and Peers Traffic Engineer									
	SUMMARY OF SUBCONSULTANT LABOR EFFORT	Geoff Rubendall* Senior Associate	Varies Senior Engineer	Varies Engineer/CAD Technician	Varies Senior Engineer	Varies Project Engineer	Varies Staff Engineer	Varies Senior Drafter		Total Hours	Total Base Fee
	2022 Hourly Rate (\$/ hour) Fringe Overhead Profit	76.44	50.00	40.00	1.00	1.00	1.00	1.00			
	Fringe Overhead		189.31% 0.00%	189.31% 0.00%	189.31% 0.00%	189.31% 0.00%	189.31% 0.00%	189.31% 0.00%			
	Profit	0.00%	10%	10%	10%	10%	10%	10%		•	
	Multiplier	3.2	3.2	3.2	3.2	3.2	3.2	3.2		1	
	Billable Rate (Overhead & Profit) (\$/ hour) Segment 1 Smith Ranch Road	243.26	159.12	127.30	3.18	3.18	3.18 23 6 (2 65	3.18]	
Task 1		to Novat		Jii Statio	11 WIF 20.3	JO TO WIF	23.0 (2.00	illies)			
1.1	Project Kickoff Data Collection and Field Review	2								2	\$487
1.3	Technical Studies	4								4	\$973
	Existing Conditions Mapping									0	\$0
-	Hydrology Assessment Geotechnical Assessment									0	\$0 \$0
1.4	Roadway and Track Crossing Assessment	4	16							20	\$3,519
1.5	Riparian and Waterway Crossing Assessment	4	8							0	\$0 \$0.046
1.6 1.7	Design Refinement (30%) GO 88B	4	0	 						12 0	\$2,246 \$0
1.8	Public Utilities									0	\$0
1.9	Prepare Plans 50% PSE	2	8		l .	I	l .	l .		10	\$1,759
	75% PSE	1	6							7	\$1,198
1.10	95% PSE Outreach	1	4							5 0	\$880 \$0
1.10	Encroachment Permits									0	\$0 \$0
1.12	Final Submittal									0	\$0
1.13	Contract Management General Project Management									0	\$0
	QA/QC									0	\$0
	Meetings	40	40							0	\$0
Task 2	Task 1 Preliminary Engineering Subtotal: Environmental Permitting and Mitigations	18	42	0	0	0	0	0	0	60	\$11,062
2.1	Wetland Delineation									0	\$0
2.2	Environmental Permitting Strategy Regulatory Permit Applications									0	\$0 \$0
2.4	Cultural Resources									0	\$0
2.5	Regulatory Permit Applications									0	\$0
	General Project Management QA/QC									0	\$0 \$0
	Meetings									0	\$0
Task	2 Environmental Permitting and Mitigations Subtotal:	18	0 42	0	0	0	0	0	0	0	\$0 \$11.062
	Total Base Labor Expenses: Salary Escalation:	18	72							60	\$11,062 \$199
	able Expenses										ΦΕ00
General Ex Other	penses										\$500 \$0
Total Re	imbursable Expenses:										\$500
Total Fe	hr and Peers Fee					Took	1: 20 Bor	cent Desig	an Lovel I	Dookogo	\$11,761 \$4,565
								cent Desig			\$2,853
								cent Design			\$2,282
						Task		cent Design			\$1,141 \$571
						sk 2: Envi	ironmenta	l Permitti	ng and M	itigation	\$350
	Segment 1 Smith							23.6 (2.65)	niles) Tot	al Cost:	\$11,761
Task 1	Segment 2 State Acces Preliminary Engineering	s Road t	o Bay Tr	ail MP 23	.95 to MP	25.28 (1	.4 miles)				
1.1	Project Kickoff	3								3	\$730
1.2	Data Collection and Field Review	6								6	\$1,460
1.3	Technical Studies Existing Conditions Mapping		 	 						0	\$0
	Hydrology Assessment									0	\$0
1.4	Geotechnical Assessment Roadway and Track Crossing Assessment	4	20	<u> </u>						0 24	\$0 \$4,155
1.5	Riparian and Waterway Crossing Assessment									0	\$4,133
1.6	Design Refinement (30%) GO 88B	8	16							24	\$4,492 \$0
1.7	GO 88B Public Utilities									0	\$0 \$0
1.9	Prepare Plans										•
-	50% PSE 75% PSE	8 6	24 20	40 24						72 50	\$10,857 \$7,697
	95% PSE	4	16	16						36	\$5,556
1.10	Outreach Engagehment Remits	12	12							24	\$4,829
1.11	Encroachment Permits Final Submittal		 	 						0	\$0 \$0
1.13	Contract Management										· -
<u> </u>	General Project Management		<u> </u>	<u> </u>	<u> </u>		<u> </u>	<u> </u>	Page	106 of	136 ^{\$0}

•	MARIN COUNTY PATHWAY DESIGN AND					d Peers Engineer									
	PERMITTING	Ø													
	SUMMARY OF SUBCONSULTANT LABOR EFFORT	Geoff Rubendall* Senior Associate	Varies Senior Engineer	Varies Engineer/CAD Technician	Varies Senior Engineer	Varies Project Engineer	Varies Staff Engineer	Varies Senior Drafter		otal Hours	Total Base Fee				
	2022 Hourly Rate (\$/ hour)	9 % 76.44	8 sa < 00.00	4 L Asia	8 9 > 0	8 2 7.00	1.00	8 9 > 0		Ď	To				
	Fringe	189.31%	189.31%	189.31%	189.31%	189.31%	189.31%	189.31%							
	Overhead Profit	0.00%	0.00% 10%	0.00% 10%	0.00%	0.00%	0.00%	0.00% 10%							
	Multiplier	3.2	3.2	3.2 127.30	3.2 3.18	3.2	3.2	3.2							
	Billable Rate (Overhead & Profit) (\$/ hour) QA/QC	243.26	159.12	127.30	3.18	3.18	3.18	3.18		0	\$0				
	Meetings Task 1 Preliminary Engineering Subtotal:	51	108	80	0	0	0	0	0	0 239	\$0 \$39,775				
Task 2				1											
2.1	Environmental Permitting Strategy									0	\$0 \$0				
2.3	Regulatory Permit Applications									0	\$0				
2.4	Cultural Resources Contract Management									0	\$0				
2.0	General Project Management									0	\$0				
	QA/QC Mostings									0	\$0 \$0				
Task	Meetings 2 Environmental Permitting and Mitigations Subtotal:	0	0	0	0	0	0	0	0	0	\$0				
	Total Base Labor Expenses:	51	108	80	0	0	0	0	0	239	\$39,775				
Reimburs	Salary Escalation:										\$716				
General Ex											\$500				
Other	simbursable Expenses:										\$0 \$500				
	hr and Peers Fee										\$40,991				
Task 1: 30 Percent Design Level Package															
Task 1: 50 Percent Design Level Package Task 1: 75 Percent Design Level Package															
	Task 1: 75 Percent Design Level Package Task 1: 95 Percent Design Level Package Task 1: IFC Design Level Package														
					Total Ta	alı Oı Fassi	Task 1:	IFC Desig	n Level I	Package	\$2,019 \$608				
	Se	ament 2 9	State Acce	es Road		sk 2: Envi ail MP 23.9				T	\$40,991				
	Segment 3 Hannah Ranc	-							11103) 101	tui Oost.	\$ 40,991				
Task 1	Preliminary Engineering							,							
1.1	Project Kickoff Data Collection and Field Review	2								2	\$243 \$487				
1.3	Technical Studies	1								_	Ψίοι				
	Existing Conditions Mapping									0	\$0				
	Hydrology Assessment Geotechnical Assessment									0	\$0 \$0				
1.4	Roadway and Track Crossing Assessment	3	12							15	\$2,639				
1.5 1.6	Riparian and Waterway Crossing Assessment Design Refinement (30%)	8	16												
	· ,	0	10							0	\$0 \$4.402				
1.7	GO 88B									0 24 0	\$0 \$4,492 \$0				
1.8	Public Utilities									24	\$4,492				
	Public Utilities Prepare Plans	4	16	16						24 0 0	\$4,492 \$0 \$0				
1.8	Public Utilities Prepare Plans 50% PSE 75% PSE	4 2	16 20	16						24 0 0 0 36 30	\$4,492 \$0 \$0 \$5,556 \$4,687				
1.8	Public Utilities Prepare Plans 50% PSE 75% PSE 95% PSE	2	20 8							24 0 0 0 36 30 13	\$4,492 \$0 \$0 \$5,556 \$4,687 \$2,025				
1.8	Public Utilities Prepare Plans 50% PSE 75% PSE	2	20	8						24 0 0 0 36 30	\$4,492 \$0 \$0 \$5,556 \$4,687				
1.8 1.9 1.10 1.11 1.12	Public Utilities Prepare Plans 50% PSE 75% PSE 95% PSE Outreach Encroachment Permits Final Submittal	2	20 8	8						24 0 0 36 30 13 8	\$4,492 \$0 \$0 \$5,556 \$4,687 \$2,025 \$1,610				
1.8 1.9 1.10 1.11	Public Utilities Prepare Plans 50% PSE 75% PSE 95% PSE Outreach Encroachment Permits Final Submittal Contract Management	2	20 8	8						24 0 0 36 30 13 8 0	\$4,492 \$0 \$0 \$5,556 \$4,687 \$2,025 \$1,610 \$0				
1.8 1.9 1.10 1.11 1.12	Public Utilities Prepare Plans 50% PSE 75% PSE 95% PSE Outreach Encroachment Permits Final Submittal Contract Management General Project Management QA/QC	2	20 8	8						24 0 0 0 36 30 13 8 0 0 0	\$4,492 \$0 \$0 \$5,556 \$4,687 \$2,025 \$1,610 \$0 \$0				
1.8 1.9 1.10 1.11 1.12	Public Utilities Prepare Plans 50% PSE 75% PSE 95% PSE Outreach Encroachment Permits Final Submittal Contract Management General Project Management QA/QC Meetings	2 1 4	20 8 4	8 4						24 0 0 36 30 13 8 0 0 0	\$4,492 \$0 \$0 \$5,556 \$4,687 \$2,025 \$1,610 \$0 \$0				
1.8 1.9 1.10 1.11 1.12	Public Utilities Prepare Plans 50% PSE 75% PSE 95% PSE 0utreach Encroachment Permits Final Submittal Contract Management General Project Management QA/QC Meetings Task 1 Preliminary Engineering Subtotal:	2	20 8	8	0	0	0	0	0	24 0 0 0 36 30 13 8 0 0 0	\$4,492 \$0 \$0 \$5,556 \$4,687 \$2,025 \$1,610 \$0 \$0				
1.8 1.9 1.10 1.11 1.12 1.13 Task 2 2.1	Public Utilities Prepare Plans 50% PSE 75% PSE 95% PSE 00treach Encroachment Permits Final Submittal Contract Management General Project Management QA/QC Meetings Task 1 Preliminary Engineering Subtotal: Environmental Permitting and Mitigations Wetland Delineation	2 1 4	20 8 4	8 4	0	0	0	0	0	24 0 0 36 30 13 8 0 0 0	\$4,492 \$0 \$0 \$5,556 \$4,687 \$2,025 \$1,610 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$21,739				
1.8 1.9 1.10 1.11 1.12 1.13 Task 2 2.1 2.2	Public Utilities Prepare Plans 50% PSE 75% PSE 95% PSE 0utreach Encroachment Permits Final Submittal Contract Management General Project Management QA/QC Meetings Task 1 Preliminary Engineering Subtotal: Environmental Permitting and Mitigations Wetland Delineation Environmental Permitting Strategy	2 1 4	20 8 4	8 4	0	0	0	0	0	24 0 0 36 30 13 8 0 0 0 0 129	\$4,492 \$0 \$0 \$5,556 \$4,687 \$2,025 \$1,610 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$21,739				
1.8 1.9 1.10 1.11 1.12 1.13 Task 2 2.1	Public Utilities Prepare Plans 50% PSE 75% PSE 95% PSE Outreach Encroachment Permits Final Submittal Contract Management General Project Management QA/QC Meetings Task 1 Preliminary Engineering Subtotal: Environmental Permitting and Mitigations Wetland Delineation Environmental Permitting Strategy Regulatory Permit Applications Cultural Resources	2 1 4	20 8 4	8 4	0	0	0	0	0	24 0 0 36 30 13 8 0 0 0	\$4,492 \$0 \$0 \$5,556 \$4,687 \$2,025 \$1,610 \$0 \$0 \$0 \$0 \$0 \$0 \$21,739				
1.8 1.9 1.10 1.11 1.12 1.13 Task 2 2.1 2.2 2.3	Public Utilities Prepare Plans 50% PSE 75% PSE 95% PSE Outreach Encroachment Permits Final Submittal Contract Management General Project Management QA/QC Meetings Task 1 Preliminary Engineering Subtotal: Environmental Permitting and Mitigations Wetland Delineation Environmental Permitting Strategy Regulatory Permit Applications Cultural Resources Contract Management	2 1 4	20 8 4	8 4	0	0	0	0	0	24 0 0 36 30 13 8 0 0 0 0 129	\$4,492 \$0 \$0 \$5,556 \$4,687 \$2,025 \$1,610 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0				
1.8 1.9 1.10 1.11 1.12 1.13 Task 2 2.1 2.2 2.3 2.4	Public Utilities Prepare Plans 50% PSE 75% PSE 95% PSE Outreach Encroachment Permits Final Submittal Contract Management General Project Management QA/QC Meetings Task 1 Preliminary Engineering Subtotal: Environmental Permitting and Mitigations Wetland Delineation Environmental Permitting Strategy Regulatory Permit Applications Cultural Resources	2 1 4	20 8 4	8 4	0	0	0	0	0	24 0 0 36 30 13 8 0 0 0 0 129	\$4,492 \$0 \$0 \$5,556 \$4,687 \$2,025 \$1,610 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$21,739				
1.8 1.9 1.10 1.11 1.12 1.13 Task 2 2.1 2.2 2.3 2.4 2.5	Public Utilities Prepare Plans 50% PSE 75% PSE 95% PSE 95% PSE 00treach Encroachment Permits Final Submittal Contract Management General Project Management QA/QC Meetings Task 1 Preliminary Engineering Subtotal: Environmental Permitting and Mitigations Wetland Delineation Environmental Permitting Strategy Regulatory Permit Applications Cultural Resources Contract Management QA/QC Meetings	2 1 4	20 8 4	28						24 0 0 36 30 13 8 0 0 0 0 129 0 0 0 0 0	\$4,492 \$0 \$0 \$5,556 \$4,687 \$2,025 \$1,610 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0				
1.8 1.9 1.10 1.11 1.12 1.13 Task 2 2.1 2.2 2.3 2.4 2.5	Public Utilities Prepare Plans 50% PSE 75% PSE 95% PSE 95% PSE 00treach Encroachment Permits Final Submittal Contract Management General Project Management QA/QC Meetings Task 1 Preliminary Engineering Subtotal: Environmental Permitting and Mitigations Wetland Delineation Environmental Permitting Strategy Regulatory Permit Applications Cultural Resources Contract Management General Project Management QA/QC Meetings 2 Environmental Permitting and Mitigations Subtotal:	2 1 4	76 0	28	0	0	0	0	0	24 0 0 0 36 30 13 8 0 0 0 0 0 129 0 0 0 0 0 0	\$4,492 \$0 \$0 \$5,556 \$4,687 \$2,025 \$1,610 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0				
1.8 1.9 1.10 1.11 1.12 1.13 Task 2 2.1 2.2 2.3 2.4 2.5	Public Utilities Prepare Plans 50% PSE 75% PSE 95% PSE 95% PSE 00treach Encroachment Permits Final Submittal Contract Management General Project Management QA/QC Meetings Task 1 Preliminary Engineering Subtotal: Environmental Permitting and Mitigations Wetland Delineation Environmental Permitting Strategy Regulatory Permit Applications Cultural Resources Contract Management QA/QC Meetings	2 1 4	20 8 4	28						24 0 0 36 30 13 8 0 0 0 0 129 0 0 0 0 0	\$4,492 \$0 \$0 \$5,556 \$4,687 \$2,025 \$1,610 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0				
1.8 1.9 1.10 1.11 1.12 1.13 Task 2 2.1 2.2 2.3 2.4 2.5 Task	Public Utilities Prepare Plans 50% PSE 75% PSE 95% PSE Outreach Encroachment Permits Final Submittal Contract Management General Project Management QA/QC Meetings Task 1 Preliminary Engineering Subtotal: Environmental Permitting and Mitigations Wetland Delineation Environmental Permitting Strategy Regulatory Permit Applications Cultural Resources Contract Management QA/QC Meetings 2 Environmental Permitting and Mitigations Subtotal: Total Base Labor Expenses: Salary Escalation:	2 1 4	76 0	28	0	0	0	0	0	24 0 0 0 36 30 13 8 0 0 0 0 0 129 0 0 0 0 0 0	\$4,492 \$0 \$0 \$5,556 \$4,687 \$2,025 \$1,610 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0				
1.8 1.9 1.10 1.11 1.12 1.13 Task 2 2.1 2.2 2.3 2.4 2.5 Task Reimburs. General Ex	Public Utilities Prepare Plans 50% PSE 75% PSE 95% PSE Outreach Encroachment Permits Final Submittal Contract Management General Project Management QA/QC Meetings Task 1 Preliminary Engineering Subtotal: Environmental Permitting and Mitigations Wetland Delineation Environmental Permitting Strategy Regulatory Permit Applications Cultural Resources Contract Management QA/QC Meetings 2 Environmental Permitting and Mitigations Subtotal: Total Base Labor Expenses: Salary Escalation:	2 1 4	76 0	28	0	0	0	0	0	24 0 0 0 36 30 13 8 0 0 0 0 0 129 0 0 0 0 0 0	\$4,492 \$0 \$0 \$5,556 \$4,687 \$2,025 \$1,610 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0				
1.8 1.9 1.10 1.11 1.12 1.13 Task 2 2.1 2.2 2.3 2.4 2.5 Task Reimburs General Exother Total Re	Public Utilities Prepare Plans 50% PSE 75% PSE 95% PSE 95% PSE 00treach Encroachment Permits Final Submittal Contract Management General Project Management QA/QC Meetings Task 1 Preliminary Engineering Subtotal: Environmental Permitting and Mitigations Wetland Delineation Environmental Permitting Strategy Regulatory Permit Applications Cultural Resources Contract Management QA/QC Meetings 2 Environmental Permitting and Mitigations Subtotal: Total Base Labor Expenses: Salary Escalation: able Expenses simbursable Expenses:	2 1 4	76 0	28	0	0	0	0	0	24 0 0 0 36 30 13 8 0 0 0 0 0 129 0 0 0 0 0	\$4,492 \$0 \$0 \$5,556 \$4,687 \$2,025 \$1,610 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0				
1.8 1.9 1.10 1.11 1.12 1.13 Task 2 2.1 2.2 2.3 2.4 2.5 Task Reimburs General Exother Total Re	Public Utilities Prepare Plans 50% PSE 75% PSE 95% PSE	2 1 4	76 0	28	0	0 0	0 0	0 0	0 0	24 0 0 0 36 30 13 8 0 0 0 0 0 129	\$4,492 \$0 \$0 \$5,556 \$4,687 \$2,025 \$1,610 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0				
1.8 1.9 1.10 1.11 1.12 1.13 Task 2 2.1 2.2 2.3 2.4 2.5 Task Reimburs General Exother Total Re	Public Utilities Prepare Plans 50% PSE 75% PSE 95% PSE 95% PSE 00treach Encroachment Permits Final Submittal Contract Management General Project Management QA/QC Meetings Task 1 Preliminary Engineering Subtotal: Environmental Permitting and Mitigations Wetland Delineation Environmental Permitting Strategy Regulatory Permit Applications Cultural Resources Contract Management QA/QC Meetings 2 Environmental Permitting and Mitigations Subtotal: Total Base Labor Expenses: Salary Escalation: able Expenses simbursable Expenses:	2 1 4	76 0	28	0	0 0	0 0	0 0	0 0	24 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	\$4,492 \$0 \$0 \$5,556 \$4,687 \$2,025 \$1,610 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0				

™	IARIN COUNTY PATHWAY DESIGN AND PERMITTING										
	SUMMARY OF SUBCONSULTANT LABOR EFFORT	Geoff Rubendall* Senior Associate	Varies Senior Engineer	Varies Engineer/CAD Technician	Varies Senior Engineer	Varies Project Engineer	Varies Staff Engineer	Varies Senior Drafter		Total Hours	Total Base Fee
	2022 Hourly Rate (\$/ hour) Fringe Overhead Profit	76.44	50.00	40.00	1.00	1.00	1.00	1.00			
	Fringe		189.31%	189.31%	189.31%	189.31%	189.31%	189.31%			
	Overhead Profit	0.00%	0.00%	0.00% 10%	0.00%	0.00%	0.00%	0.00%			
	Multiplier	3.2	3.2	3.2	3.2	3.2	3.2	3.2			
	Billable Rate (Overhead & Profit) (\$/ hour)	243.26	159.12	127.30	3.18	3.18	3.18	3.18			
								cent Desig			\$4,437
						Task		cent Desig			\$2,218 \$1,109
					Total Ta	sk 2: Envi		l Permittii			\$446
	Seame	ent 3 Hanı	nah Ranci	n Road to				.23 (1.26 r			\$22,630
	Segment 4 Grant A								,		,
Task 1	Preliminary Engineering										
1.1	Project Kickoff Data Collection and Field Review	3								1	\$243
1.2	Technical Studies	3								3	\$730
	Existing Conditions Mapping									0	\$0
	Hydrology Assessment									0	\$0
	Geotechnical Assessment	_	10							0	\$0
1.4	Roadway and Track Crossing Assessment Riparian and Waterway Crossing Assessment	8	16							24 0	\$4,492 \$0
1.6	Design Refinement (30%)	12	20							32	\$0 \$6,102
1.7	GO 88B									0	\$0
1.8	Public Utilities									0	\$0
1.9	Prepare Plans	8	24	24	ı	ı				F.C.	#0.000
	50% PSE 75% PSE	4	20	12						56 36	\$8,820 \$5,683
	95% PSE	4	12	4						20	\$3,392
1.10	Outreach	8	8							16	\$3,219
1.11	Encroachment Permits									0	\$0
1.12	Final Submittal Contract Management									0	\$0
1.13	General Project Management									0	\$0
	QA/QC									0	\$0
	Meetings									0	\$0
Task 2	Task 1 Preliminary Engineering Subtotal: Environmental Permitting and Mitigations	48	100	40	0	0	0	0	0	188	\$32,681
2.1	Wetland Delineation									0	\$0
2.2	Environmental Permitting Strategy									0	\$0
2.3	Regulatory Permit Applications									0	\$0
2.4	Cultural Resources Contract Management									0	\$0
	General Project Management									0	\$0
	QA/QC									0	\$0
Tools	Meetings	_	•	•	•	•	•		•	0	\$0 \$0
Task	2 Environmental Permitting and Mitigations Subtotal: Total Base Labor Expenses:	0 48	100	40	0	0	0	0	0	0 188	\$32,681
Poimburo	Salary Escalation:										\$588
General Ex	•										\$500
Other											\$0
Total Re	imbursable Expenses:										\$500
	hr and Peers Fee					Tack	1: 20 Dor	oont Doois	an Lovel I	Pookogo	\$33,769 \$13,290
								cent Desig			\$13,290
						Task Task	1: 50 Per 1: 75 Per	cent Desig	gn Level I gn Level I	Package Package	\$13,290 \$8,306 \$6,645
						Task Task	1: 50 Per 1: 75 Per 1: 95 Per	cent Desig cent Desig cent Desig	gn Level F gn Level F gn Level F	Package Package Package	\$13,290 \$8,306 \$6,645 \$3,322
					Total To	Task Task Task	1: 50 Per 1: 75 Per 1: 95 Per Task 1:	cent Desig cent Desig cent Desig IFC Desig	gn Level I gn Level I gn Level I gn Level I	Package Package Package Package	\$13,290 \$8,306 \$6,645 \$3,322 \$1,661
		Saan	nent 4 Gra	int Avenue		Task Task Task sk 2: Envi	1: 50 Per 1: 75 Per 1: 95 Per Task 1: ronmenta	cent Desig cent Desig cent Desig IFC Desig I Permitti	gn Level I gn Level I gn Level I gn Level I ng and Mi	Package Package Package Package tigation	\$13,290 \$8,306 \$6,645 \$3,322 \$1,661 \$544
	hr and Peers Fee	•			e to Olive	Task Task Task sk 2: Envi Avenue M	1: 50 Pero 1: 75 Pero 1: 95 Pero Task 1: ronmenta MP 26.8 to	cent Designment Design	gn Level I gn Level I gn Level I gn Level I ng and Mi	Package Package Package Package tigation	\$13,290 \$8,306 \$6,645 \$3,322 \$1,661
		•			e to Olive	Task Task Task sk 2: Envi Avenue M	1: 50 Pero 1: 75 Pero 1: 95 Pero Task 1: ronmenta MP 26.8 to	cent Designment Design	gn Level I gn Level I gn Level I gn Level I ng and Mi	Package Package Package Package tigation	\$13,290 \$8,306 \$6,645 \$3,322 \$1,661 \$544
Task 1	Segment 5 Olive Avenue Preliminary Engineering Project Kickoff	to Rush			e to Olive	Task Task Task sk 2: Envi Avenue M	1: 50 Pero 1: 75 Pero 1: 95 Pero Task 1: ronmenta MP 26.8 to	cent Designment Design	gn Level I gn Level I gn Level I gn Level I ng and Mi	Package Package Package Package Package tigation al Cost:	\$13,290 \$8,306 \$6,645 \$3,322 \$1,661 \$544 \$33,769
Task 1 1.1 1.2	Segment 5 Olive Avenue Preliminary Engineering Project Kickoff Data Collection and Field Review	to Rush			e to Olive	Task Task Task sk 2: Envi Avenue M	1: 50 Pero 1: 75 Pero 1: 95 Pero Task 1: ronmenta MP 26.8 to	cent Designment Design	gn Level I gn Level I gn Level I gn Level I ng and Mi	Package Package Package Package tigation al Cost:	\$13,290 \$8,306 \$6,645 \$3,322 \$1,661 \$544 \$33,769
Task 1	Segment 5 Olive Avenue Preliminary Engineering Project Kickoff Data Collection and Field Review Technical Studies	to Rush			e to Olive	Task Task Task sk 2: Envi Avenue M	1: 50 Pero 1: 75 Pero 1: 95 Pero Task 1: ronmenta MP 26.8 to	cent Designment Design	gn Level I gn Level I gn Level I gn Level I ng and Mi	Package Package Package Package Package tigation ral Cost:	\$13,290 \$8,306 \$6,645 \$3,322 \$1,661 \$544 \$33,769
Task 1 1.1 1.2	Segment 5 Olive Avenue Preliminary Engineering Project Kickoff Data Collection and Field Review Technical Studies Existing Conditions Mapping	to Rush			e to Olive	Task Task Task sk 2: Envi Avenue M	1: 50 Pero 1: 75 Pero 1: 95 Pero Task 1: ronmenta MP 26.8 to	cent Designment Design	gn Level I gn Level I gn Level I gn Level I ng and Mi	Package Package Package Package Package tigation al Cost:	\$13,290 \$8,306 \$6,645 \$3,322 \$1,661 \$544 \$33,769
Task 1 1.1 1.2	Segment 5 Olive Avenue Preliminary Engineering Project Kickoff Data Collection and Field Review Technical Studies Existing Conditions Mapping Hydrology Assessment Geotechnical Assessment	1 3	Creek Pl		e to Olive	Task Task Task sk 2: Envi Avenue M	1: 50 Pero 1: 75 Pero 1: 95 Pero Task 1: ronmenta MP 26.8 to	cent Designment Design	gn Level I gn Level I gn Level I gn Level I ng and Mi	Package Package Package Package Package Itigation al Cost:	\$13,290 \$8,306 \$6,645 \$3,322 \$1,661 \$544 \$33,769 \$243 \$730 \$0 \$0 \$0
Task 1 1.1 1.2 1.3	Segment 5 Olive Avenue Preliminary Engineering Project Kickoff Data Collection and Field Review Technical Studies Existing Conditions Mapping Hydrology Assessment Geotechnical Assessment Roadway and Track Crossing Assessment	to Rush			e to Olive	Task Task Task sk 2: Envi Avenue M	1: 50 Pero 1: 75 Pero 1: 95 Pero Task 1: ronmenta MP 26.8 to	cent Designment Design	gn Level I gn Level I gn Level I gn Level I ng and Mi	Package Package Package Package Package tigation al Cost: 1 3 0 0 0 24	\$13,290 \$8,306 \$6,645 \$3,322 \$1,661 \$544 \$33,769 \$243 \$730 \$0 \$0 \$0 \$0 \$4,492
Task 1 1.1 1.2 1.3 1.4 1.5	Segment 5 Olive Avenue Preliminary Engineering Project Kickoff Data Collection and Field Review Technical Studies Existing Conditions Mapping Hydrology Assessment Geotechnical Assessment Roadway and Track Crossing Assessment Riparian and Waterway Crossing Assessment	1 3 3 8	Creek Pl		e to Olive	Task Task Task sk 2: Envi Avenue M	1: 50 Pero 1: 75 Pero 1: 95 Pero Task 1: ronmenta MP 26.8 to	cent Designment Design	gn Level I gn Level I gn Level I gn Level I ng and Mi	Package Package Package Package Package Tigation al Cost:	\$13,290 \$8,306 \$6,645 \$3,322 \$1,661 \$544 \$33,769 \$243 \$730 \$0 \$0 \$0 \$4,492 \$0
Task 1 1.1 1.2 1.3	Segment 5 Olive Avenue Preliminary Engineering Project Kickoff Data Collection and Field Review Technical Studies Existing Conditions Mapping Hydrology Assessment Geotechnical Assessment Roadway and Track Crossing Assessment	1 3	Creek Pl		e to Olive	Task Task Task sk 2: Envi Avenue M	1: 50 Pero 1: 75 Pero 1: 95 Pero Task 1: ronmenta MP 26.8 to	cent Designment Design	gn Level I gn Level I gn Level I gn Level I ng and Mi	Package Package Package Package Package tigation al Cost: 1 3 0 0 0 24	\$13,290 \$8,306 \$6,645 \$3,322 \$1,661 \$544 \$33,769 \$243 \$730 \$0 \$0 \$0 \$0 \$4,492
Task 1 1.1 1.2 1.3 1.4 1.5 1.6	Segment 5 Olive Avenue Preliminary Engineering Project Kickoff Data Collection and Field Review Technical Studies Existing Conditions Mapping Hydrology Assessment Geotechnical Assessment Roadway and Track Crossing Assessment Riparian and Waterway Crossing Assessment Design Refinement (30%)	1 3 3 8	Creek Pl		e to Olive	Task Task Task sk 2: Envi Avenue M	1: 50 Pero 1: 75 Pero 1: 95 Pero Task 1: ronmenta MP 26.8 to	cent Designment Design	gn Level I gn Level I gn Level I gn Level I ng and Mi	Package Package Package Package Itigation al Cost: 1 3 0 0 0 24 0 32	\$13,290 \$8,306 \$6,645 \$3,322 \$1,661 \$544 \$33,769 \$243 \$730 \$0 \$0 \$0 \$4,492 \$0 \$6,102
Task 1 1.1 1.2 1.3 1.4 1.5 1.6 1.7	Segment 5 Olive Avenue Preliminary Engineering Project Kickoff Data Collection and Field Review Technical Studies Existing Conditions Mapping Hydrology Assessment Geotechnical Assessment Roadway and Track Crossing Assessment Riparian and Waterway Crossing Assessment Design Refinement (30%) GO 88B Public Utilities Prepare Plans	1 3 3 8 12	16 20	ace MP 2	e to Olive	Task Task Task sk 2: Envi Avenue M	1: 50 Pero 1: 75 Pero 1: 95 Pero Task 1: ronmenta MP 26.8 to	cent Designment Design	gn Level I gn Level I gn Level I gn Level I ng and Mi	Package Package Package Package Package Tigation Table Tigation Ti	\$13,290 \$8,306 \$6,645 \$3,322 \$1,661 \$544 \$33,769 \$0 \$0 \$0 \$0 \$4,492 \$0 \$6,102 \$0 \$0
Task 1 1.1 1.2 1.3 1.4 1.5 1.6 1.7 1.8	Segment 5 Olive Avenue Preliminary Engineering Project Kickoff Data Collection and Field Review Technical Studies Existing Conditions Mapping Hydrology Assessment Geotechnical Assessment Roadway and Track Crossing Assessment Riparian and Waterway Crossing Assessment Riparian and Waterway Crossing Assessment Design Refinement (30%) GO 88B Public Utilities Prepare Plans 50% PSE	1 3 8 8 12 8	16 20	ace MP 2	e to Olive	Task Task Task sk 2: Envi Avenue M	1: 50 Pero 1: 75 Pero 1: 95 Pero Task 1: ronmenta MP 26.8 to	cent Designment Design	gn Level I gn Level I gn Level I gn Level I ng and Mi	Package Package Package Package Package Itigation It I I I I I I I I I I I I I I I I I I	\$13,290 \$8,306 \$6,645 \$3,322 \$1,661 \$544 \$33,769 \$243 \$730 \$0 \$0 \$0 \$4,492 \$0 \$6,102 \$0 \$0 \$0
Task 1 1.1 1.2 1.3 1.4 1.5 1.6 1.7 1.8	Segment 5 Olive Avenue Preliminary Engineering Project Kickoff Data Collection and Field Review Technical Studies Existing Conditions Mapping Hydrology Assessment Geotechnical Assessment Roadway and Track Crossing Assessment Riparian and Waterway Crossing Assessment Design Refinement (30%) GO 88B Public Utilities Prepare Plans	1 3 3 8 12	16 20	ace MP 2	e to Olive	Task Task Task sk 2: Envi Avenue M	1: 50 Pero 1: 75 Pero 1: 95 Pero Task 1: ronmenta MP 26.8 to	cent Designment Design	gn Level I gn Level I gn Level I gn Level I ng and Mi miles) Tot	Package Package Package Package Itigation al Cost: 1 3 0 0 0 24 0 32 0 0 0 56 36	\$13,290 \$8,306 \$6,645 \$3,322 \$1,661 \$544 \$33,769 \$0 \$0 \$0 \$0 \$4,492 \$0 \$6,102 \$0 \$0

MARIN COUNTY PATHWAY DESIGN AND					d Peers					
PERMITTING				Traffic E	ngineer					
SUMMARY OF SUBCONSULTANT LABOR EFFORT	Geoff Rubendall* Senior Associate	Varies Senior Engineer	Varies Engineer/CAD Technician	Varies Senior Engineer	Varies Project Engineer	Varies Staff Engineer	Varies Senior Drafter		Total Hours	Total Base Fee
2022 Hourly Rate (\$/ hour)	76.44	50.00	40.00	1.00	1.00	1.00	1.00			
Fringe	189.31%	189.31%	189.31%	189.31%	189.31%	189.31%	189.31%		1	
Overhead	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%			
2022 Hourly Rate (\$/ hour) Fringe Overhead Profit		10%	10%	10%	10%	10%	10%			
Multiplier	3.2	3.2	3.2	3.2	3.2	3.2	3.2		1	
Billable Rate (Overhead & Profit) (\$/ hour)	243.26	159.12	127.30	3.18	3.18	3.18	3.18		1	
1.11 Encroachment Permits	8	8		00	00	00	00		16	\$3,219
1.12 Final Submittal									0	\$0
1.13 Contract Management										
General Project Management									0	\$0
QA/QC									0	\$0
Meetings									0	\$0
Task 1 Preliminary Engineering Subtotal:	48	100	40	0	0	0	0	0	188	\$32,681
Task 2 Environmental Permitting and Mitigations										·
2.1 Wetland Delineation									0	\$0
2.2 Environmental Permitting Strategy									0	\$0
2.3 Regulatory Permit Applications									0	\$0
2.4 Cultural Resources									0	\$0
2.5 Contract Management										
General Project Management									0	\$0
QA/QC									0	\$0
Meetings									0	\$0
Task 2 Environmental Permitting and Mitigations Subtotal:		0	0	0	0	0	0	0	0	\$0
Total Base Labor Expenses:		100	40	0	0	0	0	0	188	\$32,681
Salary Escalation:										\$588
Reimbursable Expenses										4
General Expenses										\$500
Other	<u> </u>									\$0 \$500
Total Reimbursable Expenses: Total Fehr and Peers Fee										\$500 \$33,769
Total Felli allu Peers Fee					Tart	4. 20 D			Da alsa e s	
							cent Desig			\$13,290
							cent Desig			\$8,306 \$6,645
							cent Desig			\$3,322
					iask		cent Desig			\$3,322 \$1,661
				Total Ta	ok 2: Emil		IFC Desig			\$1,661 \$544
_									_	·
Segm	ent 5 Oliv	e Avenue	to Rush (reek Plac	e MP 27.8	5 to MP 2	8.5 (0.38 n	niles) Tot	al Cost:	\$33,769

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 Pare 31 Contact Cost Principles and Procedures
- 5. 23 Code of Federal Regulations Part 172 Procurement, Management, and Administration of Engineering and Designee Related Services
- 6 48 Code of Federal Regulations Par 9904 Cost Accounting Standards Board (when applicable)

N	IARIN COUNTY PATHWAY DESIGN AND					geo					
	PERMITTING				Geotechnic	al Enginee	r				
	SUMMARY OF SUBCONSULTANT LABOR EFFORT	Neel Neelakantan PIC	Leroy Chan Principal	Pedro Espinosa Principal	James Yang Senior Engineer	Todd Bradford Senior Engineer	Varies Staff Engineer	Varies Senior Drafter		Fotal Hours	Total Base Fee
	2022 Hourly Rate (\$/ hour)	108.17	67.31	74.52	50.48	50.48	1.00	1.00			
EN GE	Fringe Overhead		246.00% 0.00%	246.00% 0.00%	246.00% 0.00%	246.00% 0.00%	246.00% 0.00%	246.00% 0.00%			
Expect Exceller	Profit	10%	10%	10%	10%	10%	10%	10%			
	Multiplier Billable Rate (Overhead & Profit) (\$/ hour)	3.8 411.70	3.8 256.18	3.8 283.62	3.8 192.13	3.8 192.13	3.8 3.81	3.8 3.81			
	Segment 1 Smith Ranch Road] -	
Task 1	Preliminary Engineering Project Kickoff									0	\$0
1.2	Data Collection and Field Review									0	\$0 \$0
1.3	Technical Studies Existing Conditions Mapping									0	\$0
	Hydrology Assessment									0	\$0
1.4	Geotechnical Assessment Roadway and Track Crossing Assessment	40	40	40	40	40				200	\$53,430 \$0
1.5	Riparian and Waterway Crossing Assessment									0	\$0
1.6 1.7	Design Refinement (30%) GO 88B									0	\$0 \$0
1.8	Public Utilities									0	\$0
1.9	Prepare Plans 50% PSE	10	10	10	10	10				50	\$13,358
	75% PSE									0	\$0
1.10	95% PSE Outreach	5	5	5	5	5				25 0	\$6,679 \$0
1.11	Encroachment Permits									0	\$0
1.12 1.13	Final Submittal Contract Management									0	\$0
1.10	General Project Management									0	\$0
	QA/QC Meetings									0	\$0 \$0
	Task 1 Preliminary Engineering Subtotal:	55	55	55	55	55	0	0	0	275	\$73,466
Task 2 2.1	Environmental Permitting and Mitigations Wetland Delineation		I	I	1		I			0	\$0
2.2	Environmental Permitting Strategy									0	\$0
2.3	Regulatory Permit Applications Cultural Resources									0	\$0 \$0
2.5	Regulatory Permit Applications									0	\$0
	General Project Management QA/QC									0	\$0 \$0
	Meetings	_	_	_	_	_	_	_		0	\$0
Task	2 Environmental Permitting and Mitigations Subtotal: Total Base Labor Expenses:	0 55	0 55	0 55	0 55	0 55	0	0	0	0 275	\$0 \$73,466
	Salary Escalation:			1			-		-		\$1,322
Reimburs Drilling cor	able Expenses htractor										\$41,000
Laboratory											\$16,000
	imbursable Expenses: geo Fee										\$57,000 \$131,789
								cent Desig			\$41,051
								cent Desig			\$25,657 \$20,526
						Task		cent Desig			\$10,263 \$5,131
					Total Ta	sk 2: Envi		IFC Desig I Permittir			\$29,161
	Segment 1 Smith							3.6 (2.65 r	niles) Tot	tal Cost:	\$131,789
Task 1	Segment 2 State Acces Preliminary Engineering	s Road t	o Bay Tr	ail MP 23	.95 to MP	25.28 (1	.4 miles)				
1.1	Project Kickoff									0	\$0
1.2	Data Collection and Field Review Technical Studies									0	\$0
1.5	Existing Conditions Mapping									0	\$0
	Hydrology Assessment Geotechnical Assessment	34	34	34	34	34				0 170	\$0 \$45,416
1.4	Roadway and Track Crossing Assessment		,		Ŭ.					0	\$0
1.5 1.6	Riparian and Waterway Crossing Assessment Design Refinement (30%)									0	\$0 \$0
1.7	GO 88B									0	\$0
1.8	Public Utilities Prepare Plans				<u> </u>					0	\$0
1.3	50% PSE	5	5	5	5	5				25	\$6,679
	75% PSE 95% PSE	3	3	3	3	3				0 15	\$0 \$4,007
1.10	Outreach		,	,	J	,				0	\$0
1.11 1.12	Encroachment Permits Final Submittal					-				0	\$0 \$0
1.12	Contract Management									U	* -
	General Project Management								Page	110 of	136 ^{\$0}

1 N	MARIN COUNTY PATHWAY DESIGN AND					geo					
	PERMITTING	_		1	Geotechnic	al Enginee	er 				
	SUMMARY OF SUBCONSULTANT LABOR EFFORT	Neel Neelakantan PIC	Leroy Chan Principal	Pedro Espinosa Principal	James Yang Senior Engineer	Todd Bradford Senior Engineer	Varies Staff Engineer	Varies Senior Drafter		Total Hours	Total Base Fee
	2022 Hourly Rate (\$/ hour)	108.17	67.31	74.52	50.48	50.48	1.00	1.00			
EN G	Fringe Overhead		246.00% 0.00%	246.00% 0.00%	246.00% 0.00%	246.00% 0.00%	246.00% 0.00%	246.00% 0.00%		_	
Expect Excelle	Profit	10%	10%	10%	10%	10%	10%	10%			
	Multiplier	3.8	3.8	3.8	3.8	3.8	3.8	3.8			
	Billable Rate (Overhead & Profit) (\$/ hour) QA/QC	411.70	256.18	283.62	192.13	192.13	3.81	3.81		0	\$0
	Meetings									0	\$0
Task 2	Task 1 Preliminary Engineering Subtotal: Environmental Permitting and Mitigations	42	42	42	42	42	0	0	0	210	\$56,102
2.1	Wetland Delineation									0	\$0
2.2	Environmental Permitting Strategy Regulatory Permit Applications									0	\$0 \$0
2.4	Cultural Resources									0	\$0
2.5	Contract Management General Project Management									0	\$0
	QA/QC									0	\$0 \$0
Tools	Meetings Colored	•						•	0	0	\$0 00
Task	2 Environmental Permitting and Mitigations Subtotal: Total Base Labor Expenses:	0 42	0 42	0 42	0 42	0 42	0	0	0	210	\$0 \$56,102
	Salary Escalation:		I	1	I	I		1			\$1,010
Reimburs Drilling cor	able Expenses										\$33,000
Laboratory	/ testing										\$13,000
	eimbursable Expenses:										\$46,000 \$103,111
Total Ell	igeo i ee					Task	1: 30 Per	cent Desig	n Level I	Package	\$31,843
								cent Desig			\$19,902
								cent Desig			\$15,921 \$7,961
							Task 1:	IFC Design	n Level	Package	\$3,980
								l Permittir			\$23,505
	Segment 3 Hannah Ranc							5.28 (1.4 r	niles) Io	tal Cost:	\$103,111
Task 1		ii itoaa t	o ivovato	OTECKIN	25.05 (20.23 (1.20 1111103	,,			
1.1	Project Kickoff Data Collection and Field Review									0	\$0
1.2 1.3	Technical Studies									0	\$0
	Existing Conditions Mapping									0	\$0
-	Hydrology Assessment Geotechnical Assessment	24	24	24	24	24				0 120	\$0 \$32.058
1.4	Roadway and Track Crossing Assessment									0	\$0
1.5 1.6	Riparian and Waterway Crossing Assessment Design Refinement (30%)									0	\$0 \$0
1.7	GO 88B									0	\$0
1.8	Public Utilities									0	\$0
1.9	Prepare Plans 50% PSE	4	4	4	4	4				20	\$5,343
	75% PSE	-								0	\$0
1.10	95% PSE Outreach	2	2	2	2	2				10 0	\$2,672 \$0
1.10	Encroachment Permits									0	\$0
1.12	Final Submittal									0	\$0
1.13	Contract Management General Project Management			 						0	\$0
	QA/QC									0	\$0
	Bacatings		30	30	30	30	0	0	0	0 150	\$0 \$40,073
	Meetings Task 1 Preliminary Engineering Subtotal:	30	au au						_		Ψ.ΙΟ,ΟΙΟ
Task 2	Task 1 Preliminary Engineering Subtotal: Environmental Permitting and Mitigations	30	30	00	1	1	ı				
2.1	Task 1 Preliminary Engineering Subtotal: Environmental Permitting and Mitigations Wetland Delineation	30	30	30						0	\$0 \$0
	Task 1 Preliminary Engineering Subtotal: Environmental Permitting and Mitigations Wetland Delineation Environmental Permitting Strategy Regulatory Permit Applications	30	30	30						0 0 0	\$0 \$0
2.1 2.2 2.3 2.4	Task 1 Preliminary Engineering Subtotal: Environmental Permitting and Mitigations Wetland Delineation Environmental Permitting Strategy Regulatory Permit Applications Cultural Resources	30	30							0	\$0
2.1 2.2 2.3	Task 1 Preliminary Engineering Subtotal: Environmental Permitting and Mitigations Wetland Delineation Environmental Permitting Strategy Regulatory Permit Applications	30	30							0	\$0 \$0
2.1 2.2 2.3 2.4	Task 1 Preliminary Engineering Subtotal: Environmental Permitting and Mitigations Wetland Delineation Environmental Permitting Strategy Regulatory Permit Applications Cultural Resources Contract Management General Project Management QA/QC	30	30							0 0 0 0	\$0 \$0 \$0 \$0 \$0 \$0
2.1 2.2 2.3 2.4 2.5	Task 1 Preliminary Engineering Subtotal: Environmental Permitting and Mitigations Wetland Delineation Environmental Permitting Strategy Regulatory Permit Applications Cultural Resources Contract Management General Project Management QA/QC Meetings				0	0	0	0	0	0 0 0 0	\$0 \$0 \$0 \$0 \$0 \$0 \$0
2.1 2.2 2.3 2.4 2.5	Task 1 Preliminary Engineering Subtotal: Environmental Permitting and Mitigations Wetland Delineation Environmental Permitting Strategy Regulatory Permit Applications Cultural Resources Contract Management General Project Management QA/QC	0 30	0 30	0 30	0 30	0 30	0	0	0	0 0 0 0	\$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0
2.1 2.2 2.3 2.4 2.5	Task 1 Preliminary Engineering Subtotal: Environmental Permitting and Mitigations Wetland Delineation Environmental Permitting Strategy Regulatory Permit Applications Cultural Resources Contract Management General Project Management QA/QC Meetings 2 Environmental Permitting and Mitigations Subtotal: Total Base Labor Expenses: Salary Escalation:	0	0	0						0 0 0 0 0 0	\$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0
2.1 2.2 2.3 2.4 2.5	Task 1 Preliminary Engineering Subtotal: Environmental Permitting and Mitigations Wetland Delineation Environmental Permitting Strategy Regulatory Permit Applications Cultural Resources Contract Management General Project Management QA/QC Meetings 2 Environmental Permitting and Mitigations Subtotal: Total Base Labor Expenses: Salary Escalation: able Expenses	0	0	0						0 0 0 0 0 0	\$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0
2.1 2.2 2.3 2.4 2.5 Task Reimburs Drilling col Laboratory	Task 1 Preliminary Engineering Subtotal: Environmental Permitting and Mitigations Wetland Delineation Environmental Permitting Strategy Regulatory Permit Applications Cultural Resources Contract Management General Project Management QA/QC Meetings 2 Environmental Permitting and Mitigations Subtotal: Total Base Labor Expenses: Salary Escalation: able Expenses	0	0	0						0 0 0 0 0 0	\$0 \$0 \$0 \$0 \$0 \$0 \$0 \$40,073 \$721 \$17,000 \$5,000
2.1 2.2 2.3 2.4 2.5 Task Reimburs Drilling col Laboratory Total Re	Task 1 Preliminary Engineering Subtotal: Environmental Permitting and Mitigations Wetland Delineation Environmental Permitting Strategy Regulatory Permit Applications Cultural Resources Contract Management General Project Management QA/QC Meetings 2 Environmental Permitting and Mitigations Subtotal: Total Base Labor Expenses: Salary Escalation: able Expenses Intractor testing	0	0	0						0 0 0 0 0 0	\$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$721
2.1 2.2 2.3 2.4 2.5 Task Reimburs Drilling col Laboratory Total Re	Task 1 Preliminary Engineering Subtotal: Environmental Permitting and Mitigations Wetland Delineation Environmental Permitting Strategy Regulatory Permit Applications Cultural Resources Contract Management General Project Management QA/QC Meetings 2 Environmental Permitting and Mitigations Subtotal: Total Base Labor Expenses: Salary Escalation: able Expenses	0	0	0		30	0 1: 30 Per	0	0	0 0 0 0 0 0 0 0 150	\$0 \$0 \$0 \$0 \$0 \$0 \$0 \$40,073 \$721 \$17,000 \$5,000 \$22,000

N	IARIN COUNTY PATHWAY DESIGN AND PERMITTING			(Eng Geotechnic	geo al Enginee	er				
	SUMMARY OF SUBCONSULTANT LABOR EFFORT	Neel Neelakantan PIC	Leroy Chan Principal	Pedro Espinosa Principal	James Yang Senior Engineer	Todd Bradford Senior Engineer	Varies Staff Engineer	Varies Senior Drafter		Total Hours	Total Base Fee
	2022 Hourly Rate (\$/ hour)	108.17	67.31	74.52	50.48	50.48	1.00	1.00			
EN GE	Fringe	246.00%	246.00%	246.00%	246.00%	246.00%	246.00%	246.00%			
— Expect Exceller	Overhead Profit	0.00%	0.00% 10%	0.00%	0.00% 10%	0.00%	0.00%	0.00%			
	Multiplier	3.8	3.8	3.8	3.8	3.8	3.8	3.8			
	Billable Rate (Overhead & Profit) (\$/ hour)	411.70	256.18	283.62	192.13	192.13	3.81	3.81			
						Task	1: 75 Per	cent Desi			\$10,287
						Task		cent Design			\$5,143
					Total Ta	ck 2: Envi		: IFC Designal Permitti			\$2,572 \$11,361
	Sagme	ant 3 Hans	nah Panci	h Road to				6.23 (1.26 ı			\$62,794
	Segment 4 Grant A							0.23 (1.201	illies) Tot	ai Cost.	Φ02,794
Task 1	Preliminary Engineering	venue to	Olive Av	l lac ivii	20.0 10 2		11103/				
1.1	Project Kickoff									0	\$0
1.2	Data Collection and Field Review									0	\$0
1.3	Technical Studies Existing Conditions Mapping									0	\$0
	Existing Conditions Mapping Hydrology Assessment							 		0	\$0 \$0
	Geotechnical Assessment									0	\$0
1.4	Roadway and Track Crossing Assessment									0	\$0
1.5	Riparian and Waterway Crossing Assessment									0	\$0
1.6	Design Refinement (30%) GO 88B									0	\$0
1.7 1.8	Public Utilities									0	\$0 \$0
1.9	Prepare Plans			<u> </u>		I		<u> </u>		Ů	ΨΟ
	50% PSE									0	\$0
	75% PSE									0	\$0
1.10	95% PSE Outreach									0	\$0 \$0
1.11	Encroachment Permits									0	\$0 \$0
1.12	Final Submittal									0	\$0
1.13	Contract Management										
	General Project Management QA/QC									0	\$0
	Meetings									0	\$0 \$0
	Task 1 Preliminary Engineering Subtotal:	0	0	0	0	0	0	0	0	0	\$0
Task 2	Environmental Permitting and Mitigations		1	_	1	ı	1	1	1		
2.1	Wetland Delineation									0	\$0 \$0
2.2	Environmental Permitting Strategy Regulatory Permit Applications									0	\$0 \$0
2.4	Cultural Resources									0	\$0
2.5	Contract Management										
	General Project Management									0	\$0
	QA/QC Meetings									0	\$0 \$0
Task	2 Environmental Permitting and Mitigations Subtotal: Total Base Labor Expenses:	0	0	0	0	0	0	0	0	0	\$0 \$0
Reimbure	Salary Escalation:										
General Ex	•										
Other											\$0
Total Re Total En	imbursable Expenses:										\$0 \$0
TOTAL ELL	900 1 00					Tack	1: 30 Per	cent Desig	an Level I	Package	\$0 \$0
								cent Design			\$0
								cent Desi			\$0
						Task	1: 95 Per	cent Design	gn Level F	Package	\$0 \$0
					Total To	sk 2: Envi		: IFC Designal Permitti			\$0 \$0
		Saar	nent 4 Gra	nt Avenu				27 (0.26 ı			\$0
	Segment 5 Olive Avenue	•						•		.a. 505t.	Ψυ
Task 1	Preliminary Engineering	io itusii	5.66K P	LACC IVIT Z		20.0 (0		,			
1.1	Project Kickoff									0	\$0
1.2	Data Collection and Field Review									0	\$0
1.3	Technical Studies Existing Conditions Mapping									0	\$0
-	Hydrology Assessment									0	\$0 \$0
	Geotechnical Assessment									0	\$0
1.4	Roadway and Track Crossing Assessment									0	\$0
1.5	Riparian and Waterway Crossing Assessment									0	\$0
1.6 1.7	Design Refinement (30%) GO 88B									0	\$0 \$0
1.7	Public Utilities									0	\$0 \$0
1.9	Prepare Plans			·	·	<u> </u>	·				
	50% PSE									0	\$0
1.10	100% PSE Outreach			 				-	Daga	0 1170 of	\$0 126 \$0
. 1.10	CSW Stuber-Stroeh Engineering Group	.	L	PS-22-0	L	l	l	l	Page 4	TT 4 OL	720 å∩

MARIN COUNTY PATHWAY DESIGN AND	I			Enc	geo					
PERMITTING			(Geotechnic		r				
SUMMARY OF SUBCONSULTANT LABOR EFFORT	Neel Neelakantan PIC	Leroy Chan Principal	Pedro Espinosa Principal	James Yang Senior Engineer	Todd Bradford Senior Engineer	Varies Staff Engineer	Varies Senior Drafter		Total Hours	Total Base Fee
2022 Hourly Rate (\$/ hour)		67.31	74.52	50.48	50.48	1.00	1.00			
Fringe	246.00%	246.00%	246.00%	246.00%	246.00%	246.00%	246.00%			
ENGEO Overhead		0.00%	0.00%	0.00%	0.00%	0.00%	0.00%			
Profit		10%	10%	10%	10%	10%	10%			
Multiplier	3.8	3.8	3.8	3.8	3.8	3.8	3.8			
Billable Rate (Overhead & Profit) (\$/ hour)	411.70	256.18	283.62	192.13	192.13	3.81	3.81			
1.11 Encroachment Permits		2000	200.02	.020	.020	0.0.	0.0.		0	\$0
1.12 Final Submittal									0	\$0
1.13 Contract Management										
General Project Management									0	\$0
QA/QC									0	\$0
Meetings									0	\$0
Task 1 Preliminary Engineering Subtotal:	0	0	0	0	0	0	0	0	0	\$0
Task 2 Environmental Permitting and Mitigations										
2.1 Wetland Delineation									0	\$0
2.2 Environmental Permitting Strategy									0	\$0
2.3 Regulatory Permit Applications									0	\$0
2.4 Cultural Resources									0	\$0
2.5 Contract Management										
General Project Management									0	\$0
QA/QC									0	\$0
Meetings									0	\$0
Task 2 Environmental Permitting and Mitigations Subtotal:		0	0	0	0	0	0	0	0	\$0
Total Base Labor Expenses:	0	0	0	0	0	0	0	0	0	\$0
Salary Escalation:	ı									
Reimbursable Expenses										
General Expenses										
Other Tatal Delimber and La Ferrance										\$0
Total Reimbursable Expenses:										\$0
Total Engeo Fee					Ŧ. ·	4. 00 B	t D	1 1 .	.	\$0 \$0
							cent Desig			\$0 \$0
					Task	1: 50 Per	cent Desig	In Level F	гаскаде	\$0 \$0
										\$0 \$0
					rask		cent Desig			\$0 \$0
				Total To	ek 2: Envi		I Permittir			\$0 \$0
	4 - 0								_	
Segm	ent 5 Oliv	e Avenue	to Rush (reek Plac	e MP 27.8	so to MP 2	8.5 (0.38 r	niies) Tot	ai Cost:	\$0

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 Pare 31 Contact Cost Principles and Procedures
- 5. 23 Code of Federal Regulations Part 172 Procurement, Management, and Administration of Engineering and Designee Related Services
- 6 48 Code of Federal Regulations Par 9904 Cost Accounting Standards Board (when applicable)

MARIN COUNTY PATHWAY DESIGN AND PERMITTING			Railway		HD g and Qualit	y Control				
SUMMARY OF SUBCONSULTANT LABOR EFFORT	Bill Silva PIC	Jeremy Schmal PM/Senior Engineer	Byung Lee Senior Engineer · Crossings	Colby Phelps Senior Designer	Raymond Wong Hydraulics	Jim Winter Construction Engineer	Varies Project Enginee r	Varies Staff Engineer	Total Hours	Total Base Fee
2022 Hourly Rate (\$/ hour)		69.00	68.00	53.00	78.00	73.00	55.00	45.00		
Fringe Overhead		171.45% 0.00%	171.45% 0.00%	171.45% 0.00%	171.45% 0.00%	171.45% 0.00%	171.45% 0.00%	171.45%		
Profit		10%	10%	10%	10%	10%	10%	10%		
Multiplier		3.0	3.0	3.0	3.0	3.0	3.0	3.0		
Billable Rate (Overhead & Profit) (\$/ hour)		206.03	203.04	158.26	232.90	217.97	164.23	134.37		
Segment 1 Smith Ranch Road Task 1 Preliminary Engineering	to novat	o Hamiito	on Statio	N WIP 20.5	55 TO IVIP	23.6 (2.65 	miles)			
1.1 Project Kickoff									0	\$0
1.2 Data Collection and Field Review 1.3 Technical Studies					16		24		40	\$7,668
Existing Conditions Mapping									0	\$0
Hydrology Assessment					40		60		100	\$19,170
Geotechnical Assessment									0	\$0
1.4 Roadway and Track Crossing Assessment 1.5 Riparian and Waterway Crossing Assessment									0	\$0 \$0
1.6 Design Refinement (30%)	8	12	20	20		8	8	8	84	\$16,459
1.7 GO 88B									0	\$0
1.8 Public Utilities 1.9 Prepare Plans	-				<u> </u>				0	\$0
50% PSE	8	8	16	12		8	12	12	76	\$14,751
75% PSE	6	6	8	8		8	12	8	56	\$10,887
95% PSE 1.10 Outreach	4	4	8	8	<u> </u>	4	8	4	40 0	\$7,752 \$0
1.10 Outreach 1.11 Encroachment Permits	1	1			1				0	\$0 \$0
1.12 Final Submittal									0	\$0
1.13 Contract Management										•
General Project Management QA/QC									0	\$0 \$0
Meetings									0	\$0
Task 1 Preliminary Engineering Subtotal:	26	30	52	48	56	28	124	32	396	\$76,685
Task 2 Environmental Permitting and Mitigations 2.1 Wetland Delineation		2	1	16	1	1		1	18	\$2,944
2.2 Environmental Permitting Strategy	2	2		10			40		44	\$7,638
2.3 Regulatory Permit Applications							32		32	\$5,255
2.4 Cultural Resources 2.5 Regulatory Permit Applications							4		0	\$657
General Project Management									0	\$0 \$0
QA/QC									0	\$0
Meetings	2	4	0	16	0	0	76	0	9 8	\$0 \$16,494
Task 2 Environmental Permitting and Mitigations Subtotal: Total Base Labor Expenses:		34	52	64	56	28	200	32	494	\$93,180
Salary Escalation:		•	•	•	•	•		•		\$1,677
Reimbursable Expenses General Expenses										\$500
Other										\$00
Total Reimbursable Expenses:	l.									\$500
Total GHD Fee					Taal	4. 20 Dan	D!	[Da alsa ma	\$95,357 \$31,110
						1: 30 Per				\$19,443
					Task	1: 75 Per	cent Desi	gn Level F	Package	\$15,555
					Task	1: 95 Per		gn Level F gn Level F		\$7,777 \$3,889
				Total Ta	sk 2: Env	ironmenta				\$3,669 \$17,583
Segment 1 Smith	Ranch Ro	ad to Nov	ato Hamil							\$95,357
Segment 2 State Acces										
Task 1 Preliminary Engineering									_	^^
1.1 Project Kickoff 1.2 Data Collection and Field Review		-			8		16	8	0 32	\$0 \$5,566
1.3 Technical Studies					Ť				- UL	ψυ,υυυ
Existing Conditions Mapping									0	\$0
Hydrology Assessment Geotechnical Assessment		<u> </u>			16		16	8	40 0	\$7,429 \$0
1.4 Roadway and Track Crossing Assessment	 								0	\$0 \$0
1.5 Riparian and Waterway Crossing Assessment									0	\$0
1.6 Design Refinement (30%)	2	8	4	4		4	4		26	\$5,279
1.7 GO 88B 1.8 Public Utilities	1	1			1				0	\$0 \$0
1.9 Prepare Plans			!	!	!	!				ΨΟ
50% PSE	4	8	8	6		4	4	4	38	\$7,602
75% PSE 95% PSE	2	4	4	4	 	4	4	4	28 26	\$5,649 \$4,993
1.10 Outreach		-	7	7	1	7	7	7	0	\$4,993 \$0
1.11 Encroachment Permits									0	\$0
1.12 Final Submittal 1.13 Contract Management	<u> </u>	-			-				0	\$0
1.13 Contract Management General Project Management								_	٥	426 \$0
CSWIStuber Street Engineering Croup	Agroom	I	1	1	1	1		Page	114 of	136 **

IV	IARIN COUNTY PATHWAY DESIGN AND PERMITTING			Railway		H D and Qualit	y Control				
	SUMMARY OF SUBCONSULTANT LABOR EFFORT	Bill Silva PIC	Jeremy Schmal PM/Senior Engineer	Byung Lee Senior Engineer · Crossings	Colby Phelps Senior Designer	Raymond Wong Hydraulics	Jim Winter Construction Engineer	Varies Project Engineer	Varies Staff Engineer	Total Hours	Total Base Fee
	2022 Hourly Rate (\$/ hour) Fringe	110.00 171.45%	69.00 171.45%	68.00 171.45%	53.00 171.45%	78.00 171.45%	73.00 171.45%	55.00 171.45%	45.00 171.45%		
\mathbf{GH}	Overhead	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	1/1.45%		
	Profit	10%	10%	10%	10%	10%	10%	10%	10%		
	Multiplier	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0		
	Billable Rate (Overhead & Profit) (\$/ hour) QA/QC	328.45	206.03	203.04	158.26	232.90	217.97	164.23	134.37	0	\$0
	Meetings									0	\$0 \$0
	Task 1 Preliminary Engineering Subtotal:	12	24	20	18	24	16	48	28	190	\$36,518
Task 2 2.1	Environmental Permitting and Mitigations Wetland Delineation		2	I	8	I		I	I	10	\$1,678
2.1	Environmental Permitting Strategy				0			20		20	\$3,285
2.3	Regulatory Permit Applications							12		12	\$1,971
2.4	Cultural Resources							2		2	\$328
2.5	Contract Management General Project Management				-					0	\$0
	QA/QC									0	\$0
	Meetings	_	_				_		_	0	\$0
Task	2 Environmental Permitting and Mitigations Subtotal: Total Base Labor Expenses:	0 12	26	20	8 26	24	0 16	34 82	0 28	44 234	\$7,262 \$43,780
	Salary Escalation:	12	20	20	20	24	10	02	20	234	\$43,780 \$788
	able Expenses										
General Ex	xpenses										\$500
Other Total Re	imbursable Expenses:										\$0 \$500
Total GF											\$45,068
									gn Level F		\$14,865
									gn Level F		\$9,291 \$7,432
									gn Level F gn Level F		\$3,716
									gn Level F		\$1,858
					Total Ta	sk 2: Envi			ng and Mi		\$7,906
								•	miles) Tot	al Cost:	\$45,068
	Segment 3 Hannah Ranc	h Road t	o Novato	Creek M	P 25.85 t	o 26.23 (1	.26 miles	s)			
Task 1 1.1	Preliminary Engineering Project Kickoff									0	\$0
1.2	Data Collection and Field Review					2		4	4	10	\$1,660
1.3	Technical Studies										
	Existing Conditions Mapping Hydrology Assessment					6		4	2	0 12	\$0 \$2,323
	Geotechnical Assessment					0		7	2	0	\$0
1.4	Roadway and Track Crossing Assessment									^	\$0
1.5	Riparian and Waterway Crossing Assessment									0	\$0
										0	
1.6	Design Refinement (30%)	2	6	4	4		2	4		0 22	\$4,431
1.6 1.7 1.8		2	6	4	4		2	4		0	
1.7	Design Refinement (30%) GO 88B Public Utilities Prepare Plans									0 22 0 0	\$4,431 \$0 \$0
1.7 1.8	Design Refinement (30%) GO 88B Public Utilities Prepare Plans 50% PSE	4	8	8	6		4	4	4	0 22 0 0	\$4,431 \$0 \$0 \$7,602
1.7 1.8	Design Refinement (30%) GO 88B Public Utilities Prepare Plans 50% PSE 75% PSE	4 4	8 6				4 4		4 4 4	0 22 0 0 0 38 32	\$4,431 \$0 \$0 \$7,602 \$6,468
1.7 1.8	Design Refinement (30%) GO 88B Public Utilities Prepare Plans 50% PSE 75% PSE 95% PSE Outreach	4	8	8 6	6 4		4	4 4	4	0 22 0 0 38 32 26 0	\$4,431 \$0 \$0 \$7,602 \$6,468 \$4,969 \$0
1.7 1.8 1.9	Design Refinement (30%) GO 88B Public Utilities Prepare Plans 50% PSE 75% PSE 95% PSE Outreach Encroachment Permits	4 4	8 6	8 6	6 4		4 4	4 4	4	0 22 0 0 0 38 32 26 0	\$4,431 \$0 \$0 \$7,602 \$6,468 \$4,969 \$0 \$0
1.7 1.8 1.9 1.10 1.11 1.12	Design Refinement (30%) GO 88B Public Utilities Prepare Plans 50% PSE 75% PSE 95% PSE Outreach Encroachment Permits Final Submittal	4 4	8 6	8 6	6 4		4 4	4 4	4	0 22 0 0 38 32 26 0	\$4,431 \$0 \$0 \$7,602 \$6,468 \$4,969 \$0
1.7 1.8 1.9	Design Refinement (30%) GO 88B Public Utilities Prepare Plans 50% PSE 75% PSE 95% PSE Outreach Encroachment Permits Final Submittal Contract Management	4 4	8 6	8 6	6 4		4 4	4 4	4	0 22 0 0 38 32 26 0 0	\$4,431 \$0 \$0 \$7,602 \$6,468 \$4,969 \$0 \$0
1.7 1.8 1.9 1.10 1.11 1.12	Design Refinement (30%) GO 88B Public Utilities Prepare Plans 50% PSE 75% PSE 95% PSE Outreach Encroachment Permits Final Submittal Contract Management General Project Management QA/QC	4 4	8 6	8 6	6 4		4 4	4 4	4	0 22 0 0 38 32 26 0 0 0	\$4,431 \$0 \$0 \$7,602 \$6,468 \$4,969 \$0 \$0 \$0
1.7 1.8 1.9 1.10 1.11 1.12	Design Refinement (30%) GO 88B Public Utilities Prepare Plans 50% PSE 75% PSE 95% PSE Outreach Encroachment Permits Final Submittal Contract Management General Project Management QA/QC Meetings	4 4 2 2	8 6 6	8 6 4	6 4 4		4 4 2 2	4 4 4	4 4	0 22 0 0 38 32 26 0 0 0	\$4,431 \$0 \$0 \$7,602 \$6,468 \$4,969 \$0 \$0 \$0
1.7 1.8 1.9 1.10 1.11 1.12 1.13	Design Refinement (30%) GO 88B Public Utilities Prepare Plans 50% PSE 75% PSE 95% PSE Outreach Encroachment Permits Final Submittal Contract Management General Project Management QA/QC Meetings Task 1 Preliminary Engineering Subtotal:	4 4	8 6	8 6	6 4	8	4 4	4 4	4	0 22 0 0 38 32 26 0 0 0	\$4,431 \$0 \$0 \$7,602 \$6,468 \$4,969 \$0 \$0 \$0
1.7 1.8 1.9 1.10 1.11 1.12	Design Refinement (30%) GO 88B Public Utilities Prepare Plans 50% PSE 75% PSE 95% PSE Outreach Encroachment Permits Final Submittal Contract Management General Project Management QA/QC Meetings Task 1 Preliminary Engineering Subtotal:	4 4 2 2	8 6 6	8 6 4	6 4 4	8	4 4 2 2	4 4 4	4 4	0 22 0 0 38 32 26 0 0 0	\$4,431 \$0 \$0 \$7,602 \$6,468 \$4,969 \$0 \$0 \$0
1.7 1.8 1.9 1.10 1.11 1.12 1.13 Task 2 2.1 2.2	Design Refinement (30%) GO 88B Public Utilities Prepare Plans 50% PSE 75% PSE 95% PSE Outreach Encroachment Permits Final Submittal Contract Management General Project Management QA/QC Meetings Task 1 Preliminary Engineering Subtotal: Environmental Permitting and Mitigations Wetland Delineation Environmental Permitting Strategy	4 4 2 2	8 6 6	8 6 4	6 4 4 4	8	4 4 2 2	4 4 4 4	4 4	0 22 0 0 38 32 26 0 0 0 0 140	\$4,431 \$0 \$0 \$7,602 \$6,468 \$4,969 \$0 \$0 \$0 \$0 \$1 \$27,453
1.7 1.8 1.9 1.10 1.11 1.12 1.13 Task 2 2.1 2.2 2.3	Design Refinement (30%) GO 88B Public Utilities Prepare Plans 50% PSE 75% PSE 95% PSE Outreach Encroachment Permits Final Submittal Contract Management General Project Management QA/QC Meetings Task 1 Preliminary Engineering Subtotal: Environmental Permitting and Mitigations Wetland Delineation Environmental Permitting Strategy Regulatory Permit Applications	4 4 2 2	8 6 6	8 6 4	6 4 4 4	8	4 4 2 2	24 20 12	4 4	0 22 0 0 38 32 26 0 0 0 0 0 140	\$4,431 \$0 \$0 \$7,602 \$6,468 \$4,969 \$0 \$0 \$0 \$0 \$1 \$27,453
1.7 1.8 1.9 1.10 1.11 1.12 1.13 Task 2 2.1 2.2 2.3 2.4	Design Refinement (30%) GO 88B Public Utilities Prepare Plans 50% PSE 75% PSE 95% PSE Outreach Encroachment Permits Final Submittal Contract Management General Project Management QA/QC Meetings Task 1 Preliminary Engineering Subtotal: Environmental Permitting and Mitigations Wetland Delineation Environmental Permitting Strategy Regulatory Permit Applications Cultural Resources	4 4 2 2	8 6 6	8 6 4	6 4 4 4	8	4 4 2 2	4 4 4 4	4 4	0 22 0 0 38 32 26 0 0 0 0 140	\$4,431 \$0 \$0 \$7,602 \$6,468 \$4,969 \$0 \$0 \$0 \$0 \$1 \$27,453
1.7 1.8 1.9 1.10 1.11 1.12 1.13 Task 2 2.1 2.2 2.3	Design Refinement (30%) GO 88B Public Utilities Prepare Plans 50% PSE 75% PSE 95% PSE Outreach Encroachment Permits Final Submittal Contract Management General Project Management QA/QC Meetings Task 1 Preliminary Engineering Subtotal: Environmental Permitting and Mitigations Wetland Delineation Environmental Permitting Strategy Regulatory Permit Applications	4 4 2 2	8 6 6	8 6 4	6 4 4 4	8	4 4 2 2	24 20 12	4 4	0 22 0 0 38 32 26 0 0 0 0 0 140	\$4,431 \$0 \$0 \$7,602 \$6,468 \$4,969 \$0 \$0 \$0 \$0 \$1 \$27,453
1.7 1.8 1.9 1.10 1.11 1.12 1.13 Task 2 2.1 2.2 2.3 2.4	Design Refinement (30%) GO 88B Public Utilities Prepare Plans 50% PSE 75% PSE 95% PSE Outreach Encroachment Permits Final Submittal Contract Management General Project Management QA/QC Meetings Task 1 Preliminary Engineering Subtotal: Environmental Permitting and Mitigations Wetland Delineation Environmental Permitting Strategy Regulatory Permit Applications Cultural Resources Contract Management General Project Management General Project Management	4 4 2 2	8 6 6	8 6 4	6 4 4 4	8	4 4 2 2	24 20 12	4 4	0 22 0 0 38 32 26 0 0 0 0 0 140 8 20 12 2	\$4,431 \$0 \$0 \$7,602 \$6,468 \$4,969 \$0 \$0 \$0 \$0 \$0 \$1,362 \$3,285 \$1,971 \$328
1.7 1.8 1.9 1.10 1.11 1.12 1.13 Task 2 2.1 2.2 2.3 2.4 2.5	Design Refinement (30%) GO 88B Public Utilities Prepare Plans 50% PSE 75% PSE 95% PSE Outreach Encroachment Permits Final Submittal Contract Management General Project Management QA/QC Meetings Task 1 Preliminary Engineering Subtotal: Environmental Permitting and Mitigations Wetland Delineation Environmental Permitting Strategy Regulatory Permit Applications Cultural Resources Contract Management General Project Management General Project Management General Project Management General Project Management GA/QC Meetings	12	26 2	22	18 6		12	24 20 12 2	18	0 22 0 0 38 32 26 0 0 0 0 0 140 8 20 12 2	\$4,431 \$0 \$0 \$7,602 \$6,468 \$4,969 \$0 \$0 \$0 \$0 \$0 \$1,362 \$3,285 \$1,971 \$328
1.7 1.8 1.9 1.10 1.11 1.12 1.13 Task 2 2.1 2.2 2.3 2.4 2.5	Design Refinement (30%) GO 88B Public Utilities Prepare Plans 50% PSE 75% PSE 95% PSE 0utreach Encroachment Permits Final Submittal Contract Management General Project Management QA/QC Meetings Task 1 Preliminary Engineering Subtotal: Environmental Permitting and Mitigations Wetland Delineation Environmental Permitting Strategy Regulatory Permit Applications Cultural Resources Contract Management General Project Management Matigations Subtotal:	12	26 2	22 0	18 6	0	12	24 20 12 2	18	0 22 0 0 38 32 26 0 0 0 0 0 140 8 20 12 2	\$4,431 \$0 \$0 \$7,602 \$6,468 \$4,969 \$0 \$0 \$0 \$0 \$0 \$1,362 \$3,285 \$1,971 \$328
1.7 1.8 1.9 1.10 1.11 1.12 1.13 Task 2 2.1 2.2 2.3 2.4 2.5	Design Refinement (30%) GO 88B Public Utilities Prepare Plans 50% PSE 75% PSE 95% PSE 0utreach Encroachment Permits Final Submittal Contract Management General Project Management QA/QC Meetings Task 1 Preliminary Engineering Subtotal: Environmental Permitting and Mitigations Wetland Delineation Environmental Permitting Strategy Regulatory Permit Applications Cultural Resources Contract Management General Project Management QA/QC Meetings 2 Environmental Permitting and Mitigations Subtotal: Total Base Labor Expenses:	12	26 2	22	18 6		12	24 20 12 2	18	0 22 0 0 38 32 26 0 0 0 0 0 140 8 20 12 2	\$4,431 \$0 \$0 \$7,602 \$6,468 \$4,969 \$0 \$0 \$0 \$0 \$0 \$1,362 \$3,285 \$1,971 \$328
1.7 1.8 1.9 1.10 1.11 1.12 1.13 Task 2 2.1 2.2 2.3 2.4 2.5 Task Reimbursa	Design Refinement (30%) GO 88B Public Utilities Prepare Plans 50% PSE 75% PSE 95% PSE 0utreach Encroachment Permits Final Submittal Contract Management General Project Management QA/QC Meetings Task 1 Preliminary Engineering Subtotal: Environmental Permitting and Mitigations Wetland Delineation Environmental Permitting Strategy Regulatory Permit Applications Cultural Resources Contract Management QA/QC Meetings 2 Environmental Permitting and Mitigations Subtotal: Total Base Labor Expenses: Salary Escalation:	12	26 2	22 0	18 6	0	12	24 20 12 2	18	0 22 0 0 38 32 26 0 0 0 0 0 140 8 20 12 2	\$4,431 \$0 \$0 \$7,602 \$6,468 \$4,969 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0
1.7 1.8 1.9 1.10 1.11 1.12 1.13 Task 2 2.1 2.2 2.3 2.4 2.5 Task Reimburs: General Ex	Design Refinement (30%) GO 88B Public Utilities Prepare Plans 50% PSE 75% PSE 95% PSE 0utreach Encroachment Permits Final Submittal Contract Management General Project Management QA/QC Meetings Task 1 Preliminary Engineering Subtotal: Environmental Permitting and Mitigations Wetland Delineation Environmental Permitting Strategy Regulatory Permit Applications Cultural Resources Contract Management QA/QC Meetings 2 Environmental Permitting and Mitigations Subtotal: Total Base Labor Expenses: Salary Escalation:	12	26 2	22 0	18 6	0	12	24 20 12 2	18	0 22 0 0 38 32 26 0 0 0 0 0 140 8 20 12 2	\$4,431 \$0 \$0 \$0 \$7,602 \$6,468 \$4,969 \$0 \$0 \$0 \$0 \$0 \$0 \$2 7,453 \$1,362 \$3,285 \$1,971 \$328 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0
1.7 1.8 1.9 1.10 1.11 1.12 1.13 Task 2 2.1 2.2 2.3 2.4 2.5 Task Reimburs: General Exportance of the results o	Design Refinement (30%) GO 88B Public Utilities Prepare Plans 50% PSE 75% PSE 95% PSE Outreach Encroachment Permits Final Submittal Contract Management General Project Management QA/QC Meetings Task 1 Preliminary Engineering Subtotal: Environmental Permitting and Mitigations Wetland Delineation Environmental Permitting Strategy Regulatory Permit Applications Cultural Resources Contract Management General Project Management QA/QC Meetings 2 Environmental Permitting and Mitigations Subtotal: Total Base Labor Expenses: Salary Escalation: able Expenses	12	26 2	22 0	18 6	0	12	24 20 12 2	18	0 22 0 0 38 32 26 0 0 0 0 0 140 8 20 12 2	\$4,431 \$0 \$0 \$7,602 \$6,468 \$4,969 \$0 \$0 \$0 \$0 \$0 \$27,453 \$1,362 \$3,285 \$1,971 \$328 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0
1.7 1.8 1.9 1.10 1.11 1.12 1.13 Task 2 2.1 2.2 2.3 2.4 2.5 Task Reimburs: General Exorther	Design Refinement (30%) GO 88B Public Utilities Prepare Plans 50% PSE 75% PSE 95% PSE 95% PSE Outreach Encroachment Permits Final Submittal Contract Management General Project Management QA/QC Meetings Task 1 Preliminary Engineering Subtotal: Environmental Permitting and Mitigations Wetland Delineation Environmental Permitting Strategy Regulatory Permit Applications Cultural Resources Contract Management General Project Ma	12	26 2	22 0	18 6	0	12	24 20 12 2	18	0 22 0 0 38 32 26 0 0 0 0 0 140 8 20 12 2	\$4,431 \$0 \$0 \$7,602 \$6,468 \$4,969 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0
1.7 1.8 1.9 1.10 1.11 1.12 1.13 Task 2 2.1 2.2 2.3 2.4 2.5 Task Reimburs: General Exother Total Re	Design Refinement (30%) GO 88B Public Utilities Prepare Plans 50% PSE 75% PSE 95% PSE 95% PSE Outreach Encroachment Permits Final Submittal Contract Management General Project Management QA/QC Meetings Task 1 Preliminary Engineering Subtotal: Environmental Permitting and Mitigations Wetland Delineation Environmental Permitting Strategy Regulatory Permit Applications Cultural Resources Contract Management General Project Ma	12	26 2	22 0	18 6	0 8	12 0 12 1: 30 Per	24 20 12 2 34 58	18	0 22 0 0 0 0 0 0 0 0 140 0 0 0 0 0 0 0 0 0 0	\$4,431 \$0 \$0 \$7,602 \$6,468 \$4,969 \$0 \$0 \$0 \$0 \$0 \$0 \$27,453 \$1,362 \$3,285 \$1,971 \$328 \$0 \$0 \$0 \$0 \$0 \$0 \$1,362 \$3,285 \$1,971 \$328 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0

Summary OF BURCOMBULTANT LABOR EFFORT 2022 Hosts Flore (STrick) 1000 F	M	ARIN COUNTY PATHWAY DESIGN AND					HD					
Segment 3 Harmal Ranch Road to Poster A Free Project 15.00 10.00		PERMITTING					and Qualit	y Control	- 5		1	•
Segment 3 Harmal Ranch Road to Poster A Free Project 15.00 10.00		SUMMARY OF SUBCONSULTANT LABOR EFFORT	iil Silva IC	eremy Schmal M/Senior ingineer	yung Lee Senior Engineer Prossings	olby Phelps Jenior Designer	kaymond Wong Iydraulics	im Winter Construction Ingineer	aries Project Enginee	aries Itaff Engineer	otal Hours	otal Base Fee
Segment Segm		2022 Hourly Rate (\$/ hour)			68.00	53.00	78.00	73.00		45.00		<u> </u>
Plane 1/25								1				1
Dillating Rate (Chembrook & Pooling 200 20	\Box	Overhead	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%		1 1	1
Part				1				1			1 1	1
Task 1.75 Percent Design Level Package \$3,502		·		1	1			1			1	1
Table Tabl		biliable Rate (Overnead & Pfolit) (\$/ flour)	328.45	206.03	203.04	158.26					Package	\$5.602
Segment 3 framah Ranch Road to Novako Creek MP 28.8 to 2 (2.16 miles) Total Task 2. Environmental Parellmies) Total Cost Segment 4 Grant Avenue to Clive Avenue MP 28.8 to 2 (7.0.26 miles) Total Task 2. Environmental Parellmies) Total Task 2. Environmental Parellmies (1.0.16 miles) Total Task 2. Environmental Parellmies (1.0.16 miles) Total Task 2. Environmental Parellmies (1.0.16 miles) Total Cost 2. Environmental Pare								(1: 95 Per	cent Desig	gn Level F	Package	
Segment 3 Hannah Randt Road to Novato Creek MP 28.8 to 27 (0.26 miles) Task 1 Preliminary Engineering						T-4-1 T-	- I- O- E					
Segment Grant Avenue to Olive Avenue MP 26.8 to 27 (0.26 miles)		Comme	net 2 Hans	nah Banal	Dood to							
Task Preliminary Engineering		<u> </u>).23 (1.261	nnes) rot	ai Cost:	\$35,517
1.1 Project Kickoff	Task 1		veriue to	Olive Ave	STILLE IVII	20.0 to 2	(0.2011	11103)				
1.3 Technical Studies	1.1	Project Kickoff										
Esisting Correlitions Mapping				2				<u> </u>	6	6	14	\$2,204
Hydrology Assessment							 	 	 	\vdash	0	\$0
1.4 Roadway and Track Crossing Assessment												\$0
1.5								<u> </u>				
1.6 Design Refinement (30%)						 	 	 	1			
1.7 CO 688			2	4	4	4	 	4		\vdash		
1.9 Prepare Plans		• , ,										
1											0	\$0
75% PSE			1	2		1		2			13	\$2,622
95% PSE			1									
1.11		95% PSE	1	2	2	2		2				\$1,899
1.13 Contract Management						ļ				ļ!		
1.13 Contract Management								 	<u> </u>			
General Project Management				 	 							ΨΟ
Meetings		General Project Management										· ·
Task 1 Proliminary Engineering Subtotal: 5 12 12 12 0 10 6 6 6 6 3 \$12,422						<u> </u>						
Task 2 Environmental Permitting and Mitigations			5	12	12	12	0	10	6	6		
2.2 Environmental Permitting Strategy		Environmental Permitting and Mitigations					6					, ,,
2.4 Cultural Resources									8			
Contract Management						ļ				ļ!		
General Project Management				<u> </u>	<u> </u>		 	 	2		2	\$328
Meetings		ŭ .									0	\$0
Task 2 Environmental Permitting and Mitigations Subtotal: 0												
Total Base Labor Expenses 5 14 12 12 16 10 20 6 85 \$116,530			•	2	0	0	6	0	1.1			
Reimbursable Expenses	I dSN 2	Total Base Labor Expenses:										\$16,530
Segment Segm	Poimbureal											\$298
Solid GHD Fee Store Stor												\$500
Total GHD Fee Start Task 1: 30 Percent Design Level Package Start Task 1: 30 Percent Design Level Package Start Task 1: 50 Percent Design Level Package Start Task 1: 95 Percent Design Level Package Start Task 1: 95 Percent Design Level Package Start Task 1: 95 Percent Design Level Package Start Task 1: FC Design Level Package Start	Other											\$0
Task 1: 30 Percent Design Level Package \$5,128 Task 1: 50 Percent Design Level Package \$3,205 Task 1: 50 Percent Design Level Package \$3,205 Task 1: 50 Percent Design Level Package \$2,564 Task 1: 95 Percent Design Level Package \$1,282 Task 1: IFC Design Level Package \$6,41 Total Task 2: Environmental Permitting and Mitigation \$4,507 Total Task 2: Environmental Permitting and Mitigation												
Task 1: 50 Percent Design Level Package \$3,205 Task 1: 75 Percent Design Level Package \$2,564 Task 1: 75 Percent Design Level Package \$1,282 Task 1: FC Design Level Package \$1,282 Task 1: FC Design Level Package \$641 Total Task 2: Environmental Permitting and Mitigation \$4,507 Segment 4 Grant Avenue to Olive Avenue MP 26.8 to 27 (0.26 miles) Total Cost: \$17,328	Total Gri	D ree					Task	1: 30 Per	cent Desig	an Level F	Package	
Task 1: 95 Percent Design Level Package \$1,282 Task 1: IFC Design Level Package \$641 Total Task 2: Environmental Permitting and Mitigation \$4,507 \$4,50												
Task 1: IFC Design Level Package \$641												
Total Task 2: Environmental Permitting and Mitigation \$4,507							Task					
Segment 4 Grant Avenue to Olive Avenue MP 26.8 to 27 (0.26 miles) Total Cost: \$17,328						Total Ta	sk 2: Env					
Segment 5 Olive Avenue to Rush Creek Place MP 27.85 to MP 28.5 (0.38 miles) Task 1 Project Kickoff			Segn	nent 4 Gra	nt Avenu							•
Task Preliminary Engineering		Segment 5 Olive Avenue							•			. , ,
1.2 Data Collection and Field Review 2 4 6 6 18 \$3,135 1.3 Technical Studies 5 5 6 6 6 18 \$3,135 Existing Conditions Mapping 5 0 0 \$0 Hydrology Assessment 6 6 6 12 \$2,383 Geotechnical Assessment 9 0 \$0 1.4 Roadway and Track Crossing Assessment 9 0 \$0 1.5 Riparian and Waterway Crossing Assessment 9 0 \$0 1.5 Riparian and Waterway Crossing Assessment 9 18 \$3,798 1.7 GO 88B 9 0 \$0 1.8 Public Utilities 9 \$0 \$0 1.9 Prepare Plans 9 \$1 2 4 4 4 4 2 13 \$2,622 100% PSE 1 2 2 2 2 2 9 \$1,899 1.10 Outreach 1 2 2 2 2 2 <td></td> <td>Preliminary Engineering</td> <td></td>		Preliminary Engineering										
1.3 Technical Studies		•		2	<u> </u>	<u> </u>		 	6	6		
Existing Conditions Mapping Hydrology Assessment Geotechnical Assessment Roadway and Track Crossing Assessment Signarian and Waterway Crossing Assessment Design Refinement (30%) 1.6 Design Refinement (30%) 1.7 GO 88B 1.8 Public Utilities 1.9 Prepare Plans 50% PSE 1.00% PSE 1.1 Q 4 4 4 2 2 13 \$2,622 100% PSE 1.1 Q 4 4 4 2 2 9 \$1,899 1.100 Outreach							+		0	0	10	φυ, 100
Geotechnical Assessment		Existing Conditions Mapping										
1.4 Roadway and Track Crossing Assessment 0 \$0 1.5 Riparian and Waterway Crossing Assessment 0 \$0 1.6 Design Refinement (30%) 2 4 4 4 4 18 \$3,798 1.7 GO 88B 0 \$0 \$0 \$0 1.8 Public Utilities 0 \$0 \$0 1.9 Prepare Plans 0 \$0 \$0 50% PSE 1 2 4 4 2 13 \$2,622 100% PSE 1 2 2 2 2 9 \$1,899 1.10 Outreach 1 2 2 2 Page 116 of 1361,899		, ,,					6	<u> </u>	6			
1.5 Riparian and Waterway Crossing Assessment 0 \$0 1.6 Design Refinement (30%) 2 4 4 4 4 18 \$3,798 1.7 GO 88B 0 \$0 \$0 1.8 Public Utilities 0 \$0 1.9 Prepare Plans 0 \$0 50% PSE 1 2 4 4 2 13 \$2,622 100% PSE 1 2 2 2 2 9 \$1,899 1.10 Outreach 1 2 2 2 Page 116 of 1361,899				<u> </u>	<u> </u>		 	 	 			
1.6 Design Refinement (30%) 2 4 4 4 4 18 \$3,798 1.7 GO 88B 0 \$0 1.8 Public Utilities 0 \$0 1.9 Prepare Plans 0 \$0 50% PSE 1 2 4 4 2 13 \$2,622 100% PSE 1 2 2 2 2 9 \$1,899 1.10 Outreach 1 2 2 2 Page 116 of 1361,899		·										
1.8 Public Utilities 0 \$0 1.9 Prepare Plans 50% PSE 1 2 4 4 2 13 \$2,622 100% PSE 1 2 2 2 2 9 \$1,899 1.10 Outreach 1 2 2 2 Page 116 of 1361,899	1.6	Design Refinement (30%)	2	4	4	4		4			18	\$3,798
1.9 Prepare Plans 50% PSE 1 2 4 4 2 13 \$2,622 100% PSE 1 2 2 2 2 9 \$1,899 1.10 Outreach 1 2 2 2 2 Page 116 of 1361,899							<u> </u>	 	<u> </u>			· ·
50% PSE 1 2 4 4 2 13 \$2,622 100% PSE 1 2 2 2 2 9 \$1,899 1.10 Outreach 1 2 2 2 2 Page 16 of 136 1,899					<u> </u>	<u> </u>	<u> </u>				U	\$0
1.10 Outreach 1 2 2 2 2 Page 1.16 of 1.361,899			1	2								¢2 622
1.10 Outreach					4	4		2		L i	13	φ2,022
		100% PSE	1	2	2	2		2			9	\$1,899

MARIN COUNTY PATHWAY DESIGN AND PERMITTING			Railway	GI Engineering	HD and Quality	v Control				
SUMMARY OF SUBCONSULTANT LABOR EFFORT	Bill Silva PIC	Jeremy Schmal PM/Senior Engineer	Byung Lee Senior Engineer · Crossings	Colby Phelps Senior Designer	Raymond Wong Hydraulics	Jim Winter Construction Engineer	Varies Project Engineer	Varies Staff Engineer	Total Hours	Total Base Fee
2022 Hourly Rate (\$/ hour)	110.00	69.00	68.00	53.00	78.00	73.00	55.00	45.00		•
Fringe	171.45%	171.45%	171.45%	171.45%	171.45%	171.45%	171.45%	171.45%		
Overhead		0.00%	0.00%	0.00%	0.00%	0.00%	0.00%			
Profit		10%	10%	10%	10%	10%	10%	10%		
Multiplier		3.0	3.0	3.0	3.0	3.0	3.0	3.0		
Billable Rate (Overhead & Profit) (\$/ hour)	328.45	206.03	203.04	158.26	232.90	217.97	164.23	134.37		
1.11 Encroachment Permits	020.40	200.00	200.04	100.20	202.30	211.31	104.20	10 (,0)	0	\$0
1.12 Final Submittal									0	\$0
1.13 Contract Management										ΨΟ
General Project Management									0	\$0
QA/QC									0	\$0
Meetings									0	\$0
Task 1 Preliminary Engineering Subtotal:	5	12	12	12	10	10	12	6	79	\$15,736
Task 2 Environmental Permitting and Mitigations										¥10,100
2.1 Wetland Delineation		2			6				8	\$1,809
2.2 Environmental Permitting Strategy							12		12	\$1,971
2.3 Regulatory Permit Applications							4		4	\$657
2.4 Cultural Resources							2		2	\$328
2.5 Contract Management										·
General Project Management									0	\$0
QA/QC									0	\$0
Meetings									0	\$0
Task 2 Environmental Permitting and Mitigations Subtotal:	0	2	0	0	6	0	18	0	26	\$4,766
Total Base Labor Expenses:	5	14	12	12	16	10	30	6	105	\$20,502
Salary Escalation:		•		L			L			\$369
Reimbursable Expenses										
General Expenses										\$500
Other										\$0
Total Reimbursable Expenses:										\$500
Total GHD Fee										\$21,371
							cent Desi			\$6,468
							cent Desi			\$4,043
							cent Desi			\$3,234
					Task		cent Desi			\$1,617
							IFC Design			\$809
				Total Ta	sk 2: Envi	ronmenta	l Permittii	ng and Mi	tigation	\$5,200
Segm	ent 5 Oliv	e Avenue	to Rush (Creek Plac	e MP 27.8	35 to MP 2	28.5 (0.38 r	niles) Tot	al Cost:	\$21,371

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 Pare 31 Contact Cost Principles and Procedures
- 5. 23 Code of Federal Regulations Part 172 Procurement, Management, and Administration of Engineering and Designee Related Services
- 6 48 Code of Federal Regulations Par 9904 Cost Accounting Standards Board (when applicable)

PERMITTING			Environ	ES mental Plan	SA ning and Pe	ermitting				
SUMMARY OF SUBCONSULTANT LABOR EFFORT ESA 2022 Hourly Pate (6/ hour)	Bill Silva PIC	Jeremy Schmal PM/Senior Engineer	Byung Lee Senior Engineer · Crossings	Colby Phelps Senior Designer	Raymond Wong Hydraulics	Jim Winter Construction Engineer	Varies Project Enginee r	Varies Staff Engineer	Total Hours	Total Base Fee
2022 Hourly Rate (\$/ flour)	73.32	72.12	67.31	71.32	46.63	47.72	38.50	56.66		
Fringe Overhead	50.30% 147.60%	50.30% 147.60%	50.30% 147.60%	50.30% 147.60%	50.30% 147.60%	50.30% 147.60%	50.30% 147.60%	50.30% 147.60%		
Profit	10%	10%	10%	10%	10%	10%	10%	10%		
Multiplier	3.3	3.28	3.28	3.28	3.28	3.28	3.28	3.28		
Billable Rate (Overhead & Profit) (\$/ hour)		236.31	220.56	233.71	152.81	156.38	126.17	185.66		
Segment 1 Smith Ranch Road Task 1 Preliminary Engineering Subtotal:	to Novat 0	o Hamilto	on Station	1 MP 20.9 0	5 to MP	23.6 (2.65 0	miles)	0	0	\$0
Task 2 Environmental Permitting and Mitigations	U		U	U	U	U	U	U	U	φυ
2.1 Wetland Delineation & Reporting				4		64	24		92	\$13,971
2.2 Biological Surveys & Reporting 2.3 Rare Plant Surveys & Reporting				4		32 65	24 45		60 114	\$8,967
2.3 Rare Plant Surveys & Reporting 2.4 Environmental Permitting Strategy	4			4	30	00	45		34	\$16,777 \$5,545
2.5 Regulatory Permit Applications (404/401/1602/2081)	8				160	40			208	\$32,627
2.6 Biological Assessment				8		50			58	\$9,688
2.7 Cultural Resources Section 106 Compliance 2.8 Mitigation Plan		20	40			40	20	28	28	\$5,198
2.8 Mitigation Plan 2.9 Contract Management		20	40			40	20		120 0	\$22,327 \$0
General Project Management	16				120				136	\$22,182
QA/QC	10				10	20	_		40	\$7,058
Meetings Took 2 Environmental Permitting and Mitigations Subtatal	20	10	10	10	40	10	440	20	100	\$19,387
Task 2 Environmental Permitting and Mitigations Subtotal: Total Base Labor Expenses:	58 58	30 30	50	30 30	360 360	321 321	113 113	28 28	990	\$163,728 \$163,728
Salary Escalation:			- 50	- 00		021	110	20	330	\$2,947
Reimbursable Expenses										
General Expenses										\$500
Cultural-CHRIS Records Search Total Reimbursable Expenses:										\$282 \$782
Total ESA Fee										\$167,458
					Task	1: 30 Per	cent Desig	gn Level F	Package	\$746
						1: 50 Per				\$466
						1: 75 Per				\$373
					Task	1: 95 Per		gn Level F gn Level F		\$186 \$93
				Total Ta	sk 2: Env	ironmenta				\$165,593
Segment 1 Smith	Ranch Ro	ad to Nov	ato Hamil	ton Statio	n MP 20.9	95 to MP 2	3.6 (2.65)	niles) Tot	al Cost:	\$167,458
Segment 2 State Acces							•			· ,
Task 1 Preliminary Engineering										
1.1 Project Kickoff										
4.0 Date Callaction and Field Davison									0	\$0
1.2 Data Collection and Field Review 1.3 Technical Studies									0	\$0 \$0
1.3 Technical Studies										
1.3 Technical Studies Existing Conditions Mapping Hydrology Assessment									0 0 0	\$0
1.3 Technical Studies Existing Conditions Mapping Hydrology Assessment Geotechnical Assessment									0 0 0	\$0 \$0 \$0 \$0 \$0
1.3 Technical Studies Existing Conditions Mapping Hydrology Assessment Geotechnical Assessment 1.4 Roadway and Track Crossing Assessment									0 0 0 0	\$0 \$0 \$0 \$0 \$0 \$0
1.3 Technical Studies Existing Conditions Mapping Hydrology Assessment Geotechnical Assessment 1.4 Roadway and Track Crossing Assessment 1.5 Riparian and Waterway Crossing Assessment									0 0 0 0 0	\$0 \$0 \$0 \$0 \$0 \$0
1.3 Technical Studies Existing Conditions Mapping Hydrology Assessment Geotechnical Assessment 1.4 Roadway and Track Crossing Assessment									0 0 0 0	\$0 \$0 \$0 \$0 \$0 \$0
1.3 Technical Studies Existing Conditions Mapping Hydrology Assessment Geotechnical Assessment 1.4 Roadway and Track Crossing Assessment 1.5 Riparian and Waterway Crossing Assessment 1.6 Design Refinement (30%) 1.7 GO 88B 1.8 Public Utilities									0 0 0 0 0	\$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0
1.3 Technical Studies Existing Conditions Mapping Hydrology Assessment Geotechnical Assessment 1.4 Roadway and Track Crossing Assessment 1.5 Riparian and Waterway Crossing Assessment 1.6 Design Refinement (30%) 1.7 GO 88B 1.8 Public Utilities 1.9 Prepare Plans									0 0 0 0 0 0 0	\$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$
1.3 Technical Studies Existing Conditions Mapping Hydrology Assessment Geotechnical Assessment 1.4 Roadway and Track Crossing Assessment 1.5 Riparian and Waterway Crossing Assessment 1.6 Design Refinement (30%) 1.7 GO 88B 1.8 Public Utilities 1.9 Prepare Plans 50% PSE									0 0 0 0 0 0 0 0	\$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$
1.3 Technical Studies Existing Conditions Mapping Hydrology Assessment Geotechnical Assessment 1.4 Roadway and Track Crossing Assessment 1.5 Riparian and Waterway Crossing Assessment 1.6 Design Refinement (30%) 1.7 GO 88B 1.8 Public Utilities 1.9 Prepare Plans									0 0 0 0 0 0 0	\$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$
1.3 Technical Studies Existing Conditions Mapping Hydrology Assessment Geotechnical Assessment 1.4 Roadway and Track Crossing Assessment 1.5 Riparian and Waterway Crossing Assessment 1.6 Design Refinement (30%) 1.7 GO 88B 1.8 Public Utilities 1.9 Prepare Plans 50% PSE 75% PSE 95% PSE									0 0 0 0 0 0 0 0 0	\$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$
1.3 Technical Studies Existing Conditions Mapping Hydrology Assessment Geotechnical Assessment 1.4 Roadway and Track Crossing Assessment 1.5 Riparian and Waterway Crossing Assessment 1.6 Design Refinement (30%) 1.7 GO 88B 1.8 Public Utilities 1.9 Prepare Plans 50% PSE 75% PSE 95% PSE 1.10 Outreach 1.11 Encroachment Permits									0 0 0 0 0 0 0 0 0 0	\$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$
1.3 Technical Studies Existing Conditions Mapping Hydrology Assessment Geotechnical Assessment 1.4 Roadway and Track Crossing Assessment 1.5 Riparian and Waterway Crossing Assessment 1.6 Design Refinement (30%) 1.7 GO 88B 1.8 Public Utilities 1.9 Prepare Plans 50% PSE 75% PSE 95% PSE 1.10 Outreach 1.11 Encroachment Permits 1.12 Final Submittal									0 0 0 0 0 0 0 0 0	\$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$
1.3 Technical Studies Existing Conditions Mapping Hydrology Assessment Geotechnical Assessment 1.4 Roadway and Track Crossing Assessment 1.5 Riparian and Waterway Crossing Assessment 1.6 Design Refinement (30%) 1.7 GO 88B 1.8 Public Utilities 1.9 Prepare Plans 50% PSE 75% PSE 95% PSE 1.10 Outreach 1.11 Encroachment Permits									0 0 0 0 0 0 0 0 0 0	\$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$
1.3 Technical Studies Existing Conditions Mapping Hydrology Assessment Geotechnical Assessment 1.4 Roadway and Track Crossing Assessment 1.5 Riparian and Waterway Crossing Assessment 1.6 Design Refinement (30%) 1.7 GO 88B 1.8 Public Utilities 1.9 Prepare Plans 50% PSE 75% PSE 95% PSE 1.10 Outreach 1.11 Encroachment Permits 1.12 Final Submittal 1.13 Contract Management General Project Management QA/QC									0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	\$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$
1.3 Technical Studies Existing Conditions Mapping Hydrology Assessment Geotechnical Assessment 1.4 Roadway and Track Crossing Assessment 1.5 Riparian and Waterway Crossing Assessment 1.6 Design Refinement (30%) 1.7 GO 88B 1.8 Public Utilities 1.9 Prepare Plans 50% PSE 75% PSE 95% PSE 1.10 Outreach 1.11 Encroachment Permits 1.12 Final Submittal 1.13 Contract Management General Project Management QA/QC Meetings									0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	\$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$
1.3 Technical Studies Existing Conditions Mapping Hydrology Assessment Geotechnical Assessment 1.4 Roadway and Track Crossing Assessment 1.5 Riparian and Waterway Crossing Assessment 1.6 Design Refinement (30%) 1.7 GO 88B 1.8 Public Utilities 1.9 Prepare Plans 50% PSE 75% PSE 95% PSE 1.10 Outreach 1.11 Encroachment Permits 1.12 Final Submittal 1.13 Contract Management General Project Management QA/QC Meetings Task 1 Preliminary Engineering Subtotal:	0	0	0	0	0	0	0	0	0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	\$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$
1.3 Technical Studies	0	0	0	0	0	0	0	0	0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	\$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$
1.3 Technical Studies Existing Conditions Mapping Hydrology Assessment Geotechnical Assessment 1.4 Roadway and Track Crossing Assessment 1.5 Riparian and Waterway Crossing Assessment 1.6 Design Refinement (30%) 1.7 GO 88B 1.8 Public Utilities 1.9 Prepare Plans 50% PSE 75% PSE 95% PSE 1.10 Outreach 1.11 Encroachment Permits 1.12 Final Submittal 1.13 Contract Management General Project Management QA/QC Meetings Task 1 Preliminary Engineering Subtotal: Task 2 Environmental Permitting and Mitigations 2.1 Wetland Delineation 2.2 Biological Surveys	0	0	0	4 4	0	6 8	6 8	0	0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	\$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0
1.3 Technical Studies Existing Conditions Mapping Hydrology Assessment Geotechnical Assessment 1.4 Roadway and Track Crossing Assessment 1.5 Riparian and Waterway Crossing Assessment 1.6 Design Refinement (30%) 1.7 GO 88B 1.8 Public Utilities 1.9 Prepare Plans 50% PSE 75% PSE 95% PSE 1.10 Outreach 1.11 Encroachment Permits 1.12 Final Submittal 1.13 Contract Management General Project Management QA/QC Meetings Task 1 Preliminary Engineering Subtotal: Task 2 Environmental Permitting and Mitigations 2.1 Wetland Delineation 2.2 Biological Surveys 2.3 Rare Plant Surveys		0	0	4		6	6	0	0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	\$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0
1.3 Technical Studies Existing Conditions Mapping Hydrology Assessment Geotechnical Assessment 1.4 Roadway and Track Crossing Assessment 1.5 Riparian and Waterway Crossing Assessment 1.6 Design Refinement (30%) 1.7 GO 88B 1.8 Public Utilities 1.9 Prepare Plans 50% PSE 75% PSE 95% PSE 1.10 Outreach 1.11 Encroachment Permits 1.12 Final Submittal 1.13 Contract Management General Project Management QA/QC Meetings Task 1 Preliminary Engineering Subtotal: Task 2 Environmental Permitting and Mitigations 2.1 Wetland Delineation 2.2 Biological Surveys 2.3 Rare Plant Surveys 2.4 Environmental Permitting Strategy	4	0	0	4 4	20	6 8 16	6 8	0	0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	\$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0
1.3 Technical Studies Existing Conditions Mapping Hydrology Assessment Geotechnical Assessment 1.4 Roadway and Track Crossing Assessment 1.5 Riparian and Waterway Crossing Assessment 1.6 Design Refinement (30%) 1.7 GO 88B 1.8 Public Utilities 1.9 Prepare Plans 50% PSE 75% PSE 95% PSE 1.10 Outreach 1.11 Encroachment Permits 1.12 Final Submittal 1.13 Contract Management General Project Management QA/QC Meetings Task 1 Preliminary Engineering Subtotal: Task 2 Environmental Permitting and Mitigations 2.1 Wetland Delineation 2.2 Biological Surveys 2.3 Rare Plant Surveys 2.4 Environmental Permitting Strategy 2.5 Regulatory Permit Applications		0	0	4 4 4		6 8	6 8	0	0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	\$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0
1.3 Technical Studies Existing Conditions Mapping Hydrology Assessment Geotechnical Assessment 1.4 Roadway and Track Crossing Assessment 1.5 Riparian and Waterway Crossing Assessment 1.6 Design Refinement (30%) 1.7 GO 88B 1.8 Public Utilities 1.9 Prepare Plans 50% PSE 75% PSE 95% PSE 1.10 Outreach 1.11 Encroachment Permits 1.12 Final Submittal 1.13 Contract Management General Project Management QA/QC Meetings Task 1 Preliminary Engineering Subtotal: Task 2 Environmental Permitting and Mitigations 2.1 Wetland Delineation 2.2 Biological Surveys 2.3 Rare Plant Surveys 2.4 Environmental Permitting Strategy	4	0	0	4 4	20	6 8 16	6 8	0	0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	\$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0
1.3 Technical Studies Existing Conditions Mapping Hydrology Assessment Geotechnical Assessment 1.4 Roadway and Track Crossing Assessment 1.5 Riparian and Waterway Crossing Assessment 1.6 Design Refinement (30%) 1.7 GO 88B 1.8 Public Utilities 1.9 Prepare Plans 50% PSE 75% PSE 95% PSE 1.10 Outreach 1.11 Encroachment Permits 1.12 Final Submittal 1.13 Contract Management General Project Management QA/QC Meetings Task 1 Preliminary Engineering Subtotal: Task 2 Environmental Permitting and Mitigations 2.1 Wetland Delineation 2.2 Biological Surveys 2.3 Rare Plant Surveys 2.4 Environmental Permitting Strategy 2.5 Regulatory Permit Applications 2.6 Biological Assessment 2.7 Cultural Resources Section 106 Compliance Mitigation Plan	4 4	12	20	4 4 4 4 6	20 114	6 8 16 16 24	6 8 16 20	16	0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	\$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0
1.3 Technical Studies Existing Conditions Mapping Hydrology Assessment Geotechnical Assessment 1.4 Roadway and Track Crossing Assessment 1.5 Riparian and Waterway Crossing Assessment 1.6 Design Refinement (30%) 1.7 GO 88B 1.8 Public Utilities 1.9 Prepare Plans 50% PSE 75% PSE 95% PSE 1.10 Outreach 1.11 Encroachment Permits 1.12 Final Submittal 1.13 Contract Management General Project Management QA/QC Meetings Task 1 Preliminary Engineering Subtotal: Task 2 Environmental Permitting and Mitigations 2.1 Wetland Delineation 2.2 Biological Surveys 2.3 Rare Plant Surveys 2.4 Environmental Permitting Strategy 2.5 Regulatory Permit Applications 2.6 Biological Assessment 2.7 Cultural Resources Section 106 Compliance 2.8 Mitigation Plan Task 2 Environmental Permitting and Mitigations Subtotal:	4 4	12 12	20 20	4 4 4 4 6	20 114	6 8 16 16 24 40 110	6 8 16	16	0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	\$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$
1.3 Technical Studies Existing Conditions Mapping Hydrology Assessment Geotechnical Assessment 1.4 Roadway and Track Crossing Assessment 1.5 Riparian and Waterway Crossing Assessment 1.6 Design Refinement (30%) 1.7 GO 88B 1.8 Public Utilities 1.9 Prepare Plans 50% PSE 75% PSE 95% PSE 95% PSE 1.10 Outreach 1.11 Encroachment Permits 1.12 Final Submittal 1.13 Contract Management General Project Management QA/QC Meetings Task 1 Preliminary Engineering Subtotal: Task 2 Environmental Permitting and Mitigations 2.1 Wetland Delineation 2.2 Biological Surveys 2.3 Rare Plant Surveys 2.4 Environmental Permitting Strategy 2.5 Regulatory Permit Applications 2.6 Biological Assessment 2.7 Cultural Resources Section 106 Compliance 2.8 Mitigation Plan Task 2 Environmental Permitting and Mitigations Subtotal: Total Base Labor Expenses:	4 4	12	20	4 4 4 4 6	20 114	6 8 16 16 24	6 8 16 20	16	0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	\$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$
1.3 Technical Studies Existing Conditions Mapping Hydrology Assessment Geotechnical Assessment 1.4 Roadway and Track Crossing Assessment 1.5 Riparian and Waterway Crossing Assessment 1.6 Design Refinement (30%) 1.7 GO 88B 1.8 Public Utilities 1.9 Prepare Plans 50% PSE 75% PSE 95% PSE 95% PSE 1.10 Outreach 1.11 Encroachment Permits 1.12 Final Submittal 1.13 Contract Management General Project Management QA/QC Meetings Task 1 Preliminary Engineering Subtotal: Task 2 Environmental Permitting and Mitigations 2.1 Wetland Delineation 2.2 Biological Surveys 2.3 Rare Plant Surveys 2.4 Environmental Permitting Strategy 2.5 Regulatory Permit Applications 2.6 Biological Assessment 2.7 Cultural Resources Section 106 Compliance Mitigations Subtotal: Task 2 Environmental Permitting and Mitigations Subtotal: Total Base Labor Expenses:	4 4	12 12	20 20	4 4 4 4 6	20 114	6 8 16 16 24 40 110	6 8 16	16	0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	\$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$
1.3 Technical Studies Existing Conditions Mapping Hydrology Assessment Geotechnical Assessment 1.4 Roadway and Track Crossing Assessment 1.5 Riparian and Waterway Crossing Assessment 1.6 Design Refinement (30%) 1.7 GO 88B 1.8 Public Utilities 1.9 Prepare Plans 50% PSE 75% PSE 95% PSE 95% PSE 1.10 Outreach 1.11 Encroachment Permits 1.12 Final Submittal 1.13 Contract Management General Project Management QA/QC Meetings Task 1 Preliminary Engineering Subtotal: Task 2 Environmental Permitting and Mitigations 2.1 Wetland Delineation 2.2 Biological Surveys 2.3 Rare Plant Surveys 2.4 Environmental Permitting Strategy 2.5 Regulatory Permit Applications 2.6 Biological Assessment 2.7 Cultural Resources Section 106 Compliance 2.8 Mitigation Plan Task 2 Environmental Permitting and Mitigations Subtotal: Total Base Labor Expenses:	4 4	12 12	20 20	4 4 4 4 6	20 114	6 8 16 16 24 40 110	6 8 16	16	0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	\$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$
1.3 Technical Studies Existing Conditions Mapping Hydrology Assessment Geotechnical Assessment 1.4 Roadway and Track Crossing Assessment 1.5 Riparian and Waterway Crossing Assessment 1.6 Design Refinement (30%) 1.7 GO 88B 1.8 Public Utilities 1.9 Prepare Plans 50% PSE 75% PSE 95% PSE 1.10 Outreach 1.11 Encroachment Permits 1.12 Final Submittal 1.13 Contract Management General Project Management General Project Management QA/QC Meetings Task 1 Preliminary Engineering Subtotal: Task 2 Environmental Permitting and Mitigations 2.1 Wetland Delineation 2.2 Biological Surveys 2.3 Rare Plant Surveys 2.4 Environmental Permitting Strategy 2.5 Regulatory Permit Applications 2.6 Biological Assessment 2.7 Cultural Resources Section 106 Compliance 2.8 Mitigation Plan Task 2 Environmental Permitting and Mitigations Subtotal: Total Base Labor Expenses Salary Escalation:	4 4	12 12	20 20	4 4 4 4 6	20 114	6 8 16 16 24 40 110	6 8 16	16	0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	\$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$

MARIN COUNTY PATHWAY DESIGN AND PERMITTING			Environ		SA ning and Pe	ermittina				
SUMMARY OF SUBCONSULTANT LABOR EFFORT	Bill Silva PIC	Jeremy Schmal PM/Senior Engineer	Byung Lee Senior Engineer · Crossings	Colby Phelps Senior Designer	Raymond Wong Hydraulics	Jim Winter Construction Engineer	Varies Project Engineer	Varies Staff Engineer	Total Hours	Total Base Fee
2022 Hourly Rate (\$/ hour)		72.12	67.31 50.30%	71.32	46.63	47.72	38.50	56.66 50.30%		I
Fringe Overhead		50.30% 147.60%	147.60%	50.30% 147.60%	50.30% 147.60%	50.30% 147.60%	50.30% 147.60%	147.60%		I
Profit		10%	10%	10%	10%	10%	10%	10%		I
Multiplier		3.28	3.28	3.28	3.28	3.28	3.28	3.28		I
Billable Rate (Overhead & Profit) (\$/ hour)	240.25	236.31	220.56	233.71	152.81	156.38	126.17	185.66		
Total ESA Fee					Tools	4. 20 Dan	sant Daois	um I aval I	Dookoas	\$62,068 \$347
							cent Desig			\$347 \$217
					Task	1: 75 Per	cent Desig	n Level F	Package	\$173
					Task		cent Desig			\$87
				Total To	ok 2: Envi		IFC Desiç			\$43 \$61,201
90	egment 2 S	State Acce	see Boad t					•	_	\$62,068
Segment 3 Hannah Rand	•			•			•	illes) Tot	ai Oost.	ψ02,000
Task 1 Preliminary Engineering	todu t	1.07010	5.55K W			0				
1.1 Project Kickoff									0	\$0
1.2 Data Collection and Field Review									0	\$0
1.3 Technical Studies Existing Conditions Mapping	 	1							0	\$0
Existing Conditions Mapping Hydrology Assessment	 								0	\$0 \$0
Geotechnical Assessment	†								0	\$0
1.4 Roadway and Track Crossing Assessment									0	\$0
1.5 Riparian and Waterway Crossing Assessment	<u> </u>								0	\$0 \$0
1.6 Design Refinement (30%) 1.7 GO 88B	├──								0	\$0 \$0
1.8 Public Utilities									0	\$0
1.9 Prepare Plans			L		I	l	I			
50% PSE									0	\$0
75% PSE 95% PSE									0	\$0 \$0
1.10 Outreach									0	\$0 \$0
1.11 Encroachment Permits									0	\$0
1.12 Final Submittal									0	\$0
1.13 Contract Management										40
General Project Management QA/QC	 								0	\$0 \$0
Meetings	1								0	\$0
Task 1 Preliminary Engineering Subtotal:	0	0	0	0	0	0	0	0	0	\$0
Task 2 Environmental Permitting and Mitigations 2.1 Wetland Delineation			I	1		6	6		16	\$2,630
2.1 Wedand Defineation 2.2 Biological Surveys				4		8	8		20	\$3,195
2.3 Rare Plant Surveys				4		16	16		36	\$5,456
2.4 Environmental Permitting Strategy	4				20				24	\$4,017
2.5 Regulatory Permit Applications 2.6 Biological Assessment	4			6	114	16 24			134 30	\$20,884
2.7 Cultural Resources Section 106 Compliance				U		24		12	12	\$5,155 \$2,228
2.8 Mitigation Plan		8	16			32	20		76	\$12,947
Task 2 Environmental Permitting and Mitigations Subtotal:	8	8	16	18	134	102	50	12	348	\$56,512
Total Base Labor Expenses:		8	16	18	134	102	50	12	348	\$56,512
Salary Escalation: Reimbursable Expenses										\$1,017
General Expenses										\$500
Cultural-CHRIS Records Search		_	_		_		_			\$134
Total Reimbursable Expenses: Total ESA Fee										\$634 \$58,163
Total ESA 1 ee					Task	1: 30 Per	cent Desig	n I evel F	Package	\$330
					Task	1: 50 Per	cent Desig	n Level F	Package	\$206
					Task	1: 75 Per	cent Desig	n Level F	Package	\$165
					Task		cent Desig			\$83 \$41
				Total Ta	sk 2: Envi		ı Permittir			\$41 \$57,338
Seam	ent 3 Hanı	nah Ranch	Road to							\$58,163
Segment 4 Grant A								,		, , , , , , ,
Task 1 Preliminary Engineering										
1.1 Project Kickoff	<u> </u>								0	\$0
1.2 Data Collection and Field Review 1.3 Technical Studies	├──								0	\$0
Existing Conditions Mapping	t								0	\$0
Hydrology Assessment									0	\$0
Geotechnical Assessment									0	\$0
1.4 Roadway and Track Crossing Assessment	├ ──								0	\$0 \$0
1.5 Riparian and Waterway Crossing Assessment 1.6 Design Refinement (30%)	\vdash								0	\$0 \$0
1.7 GO 88B	t								0	\$0
1.8 Public Utilities									0	\$0
1.9 Prepare Plans	Λ σ::::	 	DC 00 0	04				Page 5	19 of	136
CSW Stuber-Stroeh Engineering Group	Agreem	nent CV-	PS-22-0	UT				Page 5	ン ot 58	

"	MARIN COUNTY PATHWAY DESIGN AND PERMITTING			Environi		SA ning and Pe	ermitting				
	SUMMARY OF SUBCONSULTANT LABOR EFFORT	Bill Silva PIC	Jeremy Schmal PM/Senior Engineer	Byung Lee Senior Engineer · Crossings	Colby Phelps Senior Designer	Raymond Wong Hydraulics	Jim Winter Construction Engineer	Varies Project Enginee r	Varies Staff Engineer	Total Hours	Total Base Fee
7	2022 Hourly Rate (\$/ hour)	73.32	72.12	67.31	71.32	46.63	47.72	38.50	56.66		
	Fringe	50.30%	50.30%	50.30%	50.30%	50.30%	50.30%	50.30%	50.30%		
	Overhead Profit	147.60% 10%	147.60% 10%	147.60% 10%	147.60% 10%	147.60% 10%	147.60% 10%	147.60% 10%	147.60% 10%		
	Multiplier	3.3	3.28	3.28	3.28	3.28	3.28	3.28	3.28		
	Billable Rate (Overhead & Profit) (\$/ hour)	240.25	236.31	220.56	233.71	152.81	156.38	126.17	185.66		
	50% PSE									0	\$0
	75% PSE									0	\$0
1.10	95% PSE Outreach									0	\$0 \$0
1.11	Encroachment Permits									0	\$0 \$0
1.12	Final Submittal									0	\$0
1.13	Contract Management										
	General Project Management									0	\$0
	QA/QC Meetings									0	\$0 \$0
	Task 1 Preliminary Engineering Subtotal:	0	0	0	0	0	0	0	0	0	\$0
Task 2	Environmental Permitting and Mitigations										·
2.1	Wetland Delineation				4		6	6		16	\$2,630
2.2	Biological Surveys				4		8 16	8 16		20 36	\$3,195 \$5,456
2.3	Rare Plant Surveys Environmental Permitting Strategy	4			4	20	10	10		24	\$5,456 \$4,017
2.5	Regulatory Permit Applications	4				114	16			134	\$20,884
2.6	Biological Assessment				6		24			30	\$5,155
2.7	Cultural Resources Section 106 Compliance								4	4	\$743
2.8	Mitigation Plan	0	12	20	40	424	40	20	4	92 250	\$16,025
rask	2 Environmental Permitting and Mitigations Subtotal: Total Base Labor Expenses:	8	12 12	20	18 18	134 134	110 110	50 50	4	356 356	\$58,105 \$58,105
	Salary Escalation:	•		20		104	110	- 00	-	330	\$1,046
Dalimi	able Expenses										, ,
reimburs											\$500
General E											
General E Cultural-C	HRIS Records Search										\$28
General E Cultural-C Total Re	HRIS Records Search imbursable Expenses:										\$528
General E Cultural-C	HRIS Records Search imbursable Expenses:					Task	1: 30 Per	cent Desig	gn Level F	Package	
General E Cultural-C Total Re	HRIS Records Search imbursable Expenses:					Task	1: 30 Per	cent Desig	gn Level F	Package	\$528 \$59,679 \$315 \$197
General E Cultural-C Total Re	HRIS Records Search imbursable Expenses:					Task Task	1: 50 Per 1: 75 Per	cent Desig	gn Level F gn Level F	Package Package	\$528 \$59,679 \$315 \$197 \$157
General E Cultural-C Total Re	HRIS Records Search imbursable Expenses:					Task Task	1: 50 Per 1: 75 Per 1: 95 Per	cent Desig cent Desig cent Desig	gn Level F gn Level F gn Level F	Package Package Package	\$528 \$59,679 \$315 \$197 \$157 \$79
General E Cultural-C Total Re	HRIS Records Search imbursable Expenses:				Total Ta	Task Task Task	1: 50 Per 1: 75 Per 1: 95 Per Task 1:	cent Desig cent Desig cent Desig IFC Desig	gn Level F gn Level F gn Level F gn Level F	Package Package Package Package	\$528 \$59,679 \$315 \$197 \$157 \$79 \$39
General E Cultural-C Total Re	HRIS Records Search imbursable Expenses:	Sean	nent 4 Gra	nt Avenue		Task Task Task sk 2: Envi	1: 50 Per 1: 75 Per 1: 95 Per Task 1: ronmenta	cent Desig cent Desig cent Desig IFC Desig I Permittin	gn Level F gn Level F gn Level F gn Level F ng and Mi	Package Package Package Package tigation	\$528 \$59,679 \$315 \$197 \$157 \$79 \$39 \$58,892
General E Cultural-C Total Re	HRIS Records Search imbursable Expenses: SA Fee				e to Olive	Task Task Task sk 2: Envi Avenue M	1: 50 Pero 1: 75 Pero 1: 95 Pero Task 1: ronmenta MP 26.8 to	cent Designer Designe	gn Level F gn Level F gn Level F gn Level F ng and Mi	Package Package Package Package tigation	\$528 \$59,679 \$315 \$197 \$157 \$79 \$39
General E Cultural-C Total Re	HRIS Records Search imbursable Expenses: SA Fee Segment 5 Olive Avenue				e to Olive	Task Task Task sk 2: Envi Avenue M	1: 50 Pero 1: 75 Pero 1: 95 Pero Task 1: ronmenta MP 26.8 to	cent Designer Designe	gn Level F gn Level F gn Level F gn Level F ng and Mi	Package Package Package Package tigation	\$528 \$59,679 \$315 \$197 \$157 \$79 \$39 \$58,892
General E Cultural-C Total Re Total ES Task 1	HRIS Records Search imbursable Expenses: SA Fee Segment 5 Olive Avenue Preliminary Engineering Project Kickoff				e to Olive	Task Task Task sk 2: Envi Avenue M	1: 50 Pero 1: 75 Pero 1: 95 Pero Task 1: ronmenta MP 26.8 to	cent Designer Designe	gn Level F gn Level F gn Level F gn Level F ng and Mi	Package Package Package Package tigation al Cost:	\$528 \$59,679 \$315 \$197 \$157 \$79 \$39 \$58,892 \$59,679
Task 1	HRIS Records Search imbursable Expenses: SA Fee Segment 5 Olive Avenue Preliminary Engineering Project Kickoff Data Collection and Field Review				e to Olive	Task Task Task sk 2: Envi Avenue M	1: 50 Pero 1: 75 Pero 1: 95 Pero Task 1: ronmenta MP 26.8 to	cent Designer Designe	gn Level F gn Level F gn Level F gn Level F ng and Mi	Package Package Package Package tigation al Cost:	\$528 \$59,679 \$315 \$197 \$157 \$79 \$39 \$58,892 \$59,679
General E Cultural-C Total Re Total ES Task 1	HRIS Records Search imbursable Expenses: SA Fee Segment 5 Olive Avenue Preliminary Engineering Project Kickoff Data Collection and Field Review Technical Studies				e to Olive	Task Task Task sk 2: Envi Avenue M	1: 50 Pero 1: 75 Pero 1: 95 Pero Task 1: ronmenta MP 26.8 to	cent Designer Designe	gn Level F gn Level F gn Level F gn Level F ng and Mi	Package Package Package Package Package Itigation al Cost:	\$528 \$59,679 \$315 \$197 \$157 \$79 \$39 \$58,892 \$59,679
Task 1	HRIS Records Search imbursable Expenses: SA Fee Segment 5 Olive Avenue Preliminary Engineering Project Kickoff Data Collection and Field Review Technical Studies Existing Conditions Mapping				e to Olive	Task Task Task sk 2: Envi Avenue M	1: 50 Pero 1: 75 Pero 1: 95 Pero Task 1: ronmenta MP 26.8 to	cent Designer Designe	gn Level F gn Level F gn Level F gn Level F ng and Mi	Package Package Package Package tigation al Cost:	\$528 \$59,679 \$315 \$197 \$157 \$79 \$39 \$58,892 \$59,679
Task 1	HRIS Records Search imbursable Expenses: SA Fee Segment 5 Olive Avenue Preliminary Engineering Project Kickoff Data Collection and Field Review Technical Studies Existing Conditions Mapping Hydrology Assessment Geotechnical Assessment				e to Olive	Task Task Task sk 2: Envi Avenue M	1: 50 Pero 1: 75 Pero 1: 95 Pero Task 1: ronmenta MP 26.8 to	cent Designer Designe	gn Level F gn Level F gn Level F gn Level F ng and Mi	Package Package Package Package tigation Package Office of the content of the con	\$528 \$59,679 \$315 \$197 \$157 \$79 \$39 \$58,892 \$59,679
Task 1 1.1 1.2 1.4	HRIS Records Search imbursable Expenses: SA Fee Segment 5 Olive Avenue Preliminary Engineering Project Kickoff Data Collection and Field Review Technical Studies Existing Conditions Mapping Hydrology Assessment Geotechnical Assessment Roadway and Track Crossing Assessment				e to Olive	Task Task Task sk 2: Envi Avenue M	1: 50 Pero 1: 75 Pero 1: 95 Pero Task 1: ronmenta MP 26.8 to	cent Designer Designe	gn Level F gn Level F gn Level F gn Level F ng and Mi	Package Package Package Package Package Tigation A Cost: 0 0 0 0 0 0	\$528 \$59,679 \$315 \$197 \$157 \$79 \$39 \$58,892 \$59,679 \$0 \$0 \$0
Task 1 1.1 1.2 1.3	HRIS Records Search imbursable Expenses: SA Fee Segment 5 Olive Avenue Preliminary Engineering Project Kickoff Data Collection and Field Review Technical Studies Existing Conditions Mapping Hydrology Assessment Geotechnical Assessment Roadway and Track Crossing Assessment Riparian and Waterway Crossing Assessment				e to Olive	Task Task Task sk 2: Envi Avenue M	1: 50 Pero 1: 75 Pero 1: 95 Pero Task 1: ronmenta MP 26.8 to	cent Designer Designe	gn Level F gn Level F gn Level F gn Level F ng and Mi	Package Package Package Package Package Itigation al Cost: 0 0 0 0 0 0 0	\$528 \$59,679 \$315 \$197 \$157 \$79 \$39 \$58,892 \$59,679 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0
Task 1 1.1 1.2 1.3	HRIS Records Search imbursable Expenses: SA Fee Segment 5 Olive Avenue Preliminary Engineering Project Kickoff Data Collection and Field Review Technical Studies Existing Conditions Mapping Hydrology Assessment Geotechnical Assessment Roadway and Strack Crossing Assessment Riparian and Waterway Crossing Assessment Design Refinement (30%)				e to Olive	Task Task Task sk 2: Envi Avenue M	1: 50 Pero 1: 75 Pero 1: 95 Pero Task 1: ronmenta MP 26.8 to	cent Designer Designe	gn Level F gn Level F gn Level F gn Level F ng and Mi	Package Package Package Package Package Tigation O O O O O O O O O O O O O O O O O O O	\$528 \$59,679 \$315 \$197 \$157 \$79 \$39 \$58,892 \$59,679 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0
Task 1 1.1 1.2 1.3 1.4 1.5 1.6 1.7	HRIS Records Search imbursable Expenses: SA Fee Segment 5 Olive Avenue Preliminary Engineering Project Kickoff Data Collection and Field Review Technical Studies Existing Conditions Mapping Hydrology Assessment Geotechnical Assessment Roadway and Track Crossing Assessment Riparian and Waterway Crossing Assessment Design Refinement (30%) GO 88B				e to Olive	Task Task Task sk 2: Envi Avenue M	1: 50 Pero 1: 75 Pero 1: 95 Pero Task 1: ronmenta MP 26.8 to	cent Designer Designe	gn Level F gn Level F gn Level F gn Level F ng and Mi	Package Package Package Package Itigation O O O O O O O O O O O O O O O O O O O	\$528 \$59,679 \$315 \$197 \$157 \$79 \$39 \$58,892 \$59,679 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0
Task 1 1.1 1.2 1.3	HRIS Records Search imbursable Expenses: SA Fee Segment 5 Olive Avenue Preliminary Engineering Project Kickoff Data Collection and Field Review Technical Studies Existing Conditions Mapping Hydrology Assessment Geotechnical Assessment Roadway and Track Crossing Assessment Riparian and Waterway Crossing Assessment Design Refinement (30%) GO 88B Public Utilities				e to Olive	Task Task Task sk 2: Envi Avenue M	1: 50 Pero 1: 75 Pero 1: 95 Pero Task 1: ronmenta MP 26.8 to	cent Designer Designe	gn Level F gn Level F gn Level F gn Level F ng and Mi	Package Package Package Package Package Tigation O O O O O O O O O O O O O O O O O O O	\$528 \$59,679 \$315 \$197 \$157 \$79 \$39 \$58,892 \$59,679 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0
Task 1 1.1 1.2 1.3 1.4 1.5 1.6 1.7 1.8	HRIS Records Search imbursable Expenses: SA Fee Segment 5 Olive Avenue Preliminary Engineering Project Kickoff Data Collection and Field Review Technical Studies Existing Conditions Mapping Hydrology Assessment Geotechnical Assessment Roadway and Track Crossing Assessment Riparian and Waterway Crossing Assessment Design Refinement (30%) GO 88B				e to Olive	Task Task Task sk 2: Envi Avenue M	1: 50 Pero 1: 75 Pero 1: 95 Pero Task 1: ronmenta MP 26.8 to	cent Designer Designe	gn Level F gn Level F gn Level F gn Level F ng and Mi	Package Package Package Package Itigation O O O O O O O O O O O O O O O O O O O	\$528 \$59,679 \$315 \$197 \$157 \$79 \$39 \$58,892 \$59,679 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0
Task 1 1.1 1.2 1.3 1.4 1.5 1.6 1.7 1.8 1.9	HRIS Records Search Dimbursable Expenses: DA Fee Segment 5 Olive Avenue Preliminary Engineering Project Kickoff Data Collection and Field Review Technical Studies Existing Conditions Mapping Hydrology Assessment Geotechnical Assessment Roadway and Track Crossing Assessment Riparian and Waterway Crossing Assessment Riparian and Waterway Crossing Assessment Design Refinement (30%) GO 88B Prepare Plans 50% PSE				e to Olive	Task Task Task sk 2: Envi Avenue M	1: 50 Pero 1: 75 Pero 1: 95 Pero Task 1: ronmenta MP 26.8 to	cent Designer Designe	gn Level F gn Level F gn Level F gn Level F ng and Mi	Package Package Package Package Package Package Itigation 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	\$528 \$59,679 \$315 \$197 \$157 \$79 \$39 \$58,892 \$59,679 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0
Task 1 1.1 1.2 1.3 1.4 1.5 1.6 1.7 1.8 1.9	HRIS Records Search imbursable Expenses: SA Fee Segment 5 Olive Avenue Preliminary Engineering Project Kickoff Data Collection and Field Review Technical Studies Existing Conditions Mapping Hydrology Assessment Geotechnical Assessment Roadway and Track Crossing Assessment Riparian and Waterway Crossing Assessment Riparian and Waterway Crossing Assessment Design Refinement (30%) GO 88B Public Utilities Prepare Plans 50% PSE 100% PSE Outreach				e to Olive	Task Task Task sk 2: Envi Avenue M	1: 50 Pero 1: 75 Pero 1: 95 Pero Task 1: ronmenta MP 26.8 to	cent Designer Designe	gn Level F gn Level F gn Level F gn Level F ng and Mi	Package Package Package Package Package Package Itigation O O O O O O O O O O O O O O O O O O O	\$528 \$59,679 \$315 \$197 \$157 \$79 \$39 \$58,892 \$59,679 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0
Task 1 1.1 1.2 1.3 1.4 1.5 1.6 1.7 1.8 1.9	HRIS Records Search imbursable Expenses: SA Fee Segment 5 Olive Avenue Preliminary Engineering Project Kickoff Data Collection and Field Review Technical Studies Existing Conditions Mapping Hydrology Assessment Geotechnical Assessment Roadway and Track Crossing Assessment Riparian and Waterway Crossing Assessment Design Refinement (30%) GO 88B Public Utilities Prepare Plans 50% PSE 100% PSE Outreach Encroachment Permits				e to Olive	Task Task Task sk 2: Envi Avenue M	1: 50 Pero 1: 75 Pero 1: 95 Pero Task 1: ronmenta MP 26.8 to	cent Designer Designe	gn Level F gn Level F gn Level F gn Level F ng and Mi	Package Package Package Package Package Itigation O O O O O O O O O O O O O O O O O O O	\$528 \$59,679 \$315 \$197 \$157 \$79 \$39 \$58,892 \$59,679 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0
Task 1 1.1 1.2 1.3 1.4 1.5 1.6 1.7 1.8 1.9	HRIS Records Search imbursable Expenses: SA Fee Segment 5 Olive Avenue Preliminary Engineering Project Kickoff Data Collection and Field Review Technical Studies Existing Conditions Mapping Hydrology Assessment Geotechnical Assessment Roadway and Track Crossing Assessment Riparian and Waterway Crossing Assessment Design Refinement (30%) GO 88B Public Utilities Prepare Plans 50% PSE 100% PSE 100% PSE 1004 Tesch Encroachment Permits Final Submittal				e to Olive	Task Task Task sk 2: Envi Avenue M	1: 50 Pero 1: 75 Pero 1: 95 Pero Task 1: ronmenta MP 26.8 to	cent Designer Designe	gn Level F gn Level F gn Level F gn Level F ng and Mi	Package Package Package Package Package Package Itigation O O O O O O O O O O O O O O O O O O O	\$528 \$59,679 \$315 \$197 \$157 \$79 \$39 \$58,892 \$59,679 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0
Task 1 1.1 1.2 1.3 1.4 1.5 1.6 1.7 1.8 1.9	HRIS Records Search imbursable Expenses: SA Fee Segment 5 Olive Avenue Preliminary Engineering Project Kickoff Data Collection and Field Review Technical Studies Existing Conditions Mapping Hydrology Assessment Geotechnical Assessment Roadway and Track Crossing Assessment Riparian and Waterway Crossing Assessment Design Refinement (30%) GO 88B Public Utilities Prepare Plans 50% PSE 100% PSE Outreach Encroachment Permits				e to Olive	Task Task Task sk 2: Envi Avenue M	1: 50 Pero 1: 75 Pero 1: 95 Pero Task 1: ronmenta MP 26.8 to	cent Designer Designe	gn Level F gn Level F gn Level F gn Level F ng and Mi	Package Package Package Package Package Itigation O O O O O O O O O O O O O O O O O O O	\$528 \$59,679 \$315 \$197 \$157 \$79 \$39 \$58,892 \$59,679 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0
Task 1 1.1 1.2 1.3 1.4 1.5 1.6 1.7 1.8 1.9	HRIS Records Search imbursable Expenses: SA Fee Segment 5 Olive Avenue Preliminary Engineering Project Kickoff Data Collection and Field Review Technical Studies Existing Conditions Mapping Hydrology Assessment Geotechnical Assessment Roadway and Track Crossing Assessment Riparian and Waterway Crossing Assessment Design Refinement (30%) GO 88B Public Utilities Prepare Plans 50% PSE 100% PSE Outreach Encroachment Permits Final Submittal Contract Management General Project Management General Project Management General Project Management				e to Olive	Task Task Task sk 2: Envi Avenue M	1: 50 Pero 1: 75 Pero 1: 95 Pero Task 1: ronmenta MP 26.8 to	cent Designer Designe	gn Level F gn Level F gn Level F gn Level F ng and Mi	Package Package Package Package Package Package Package Oncompact	\$528 \$59,679 \$315 \$197 \$157 \$79 \$39 \$58,892 \$59,679 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0
Task 1 1.1 1.2 1.3 1.4 1.5 1.6 1.7 1.8 1.9	HRIS Records Search imbursable Expenses: SA Fee Segment 5 Olive Avenue Preliminary Engineering Project Kickoff Data Collection and Field Review Technical Studies Existing Conditions Mapping Hydrology Assessment Geotechnical Assessment Roadway and Track Crossing Assessment Riparian and Waterway Crossing Assessment Riparian and Waterway Crossing Assessment Design Refinement (30%) GO 88B Public Utilities Prepare Plans 50% PSE 100% PSE Outreach Encroachment Permits Final Submittal Contract Management General Project Management	to Rush	Creek Pl	ace MP 2	e to Olive 7.85 to N	Task Task Task Sk 2: Envi Avenue M IP 28.5 (0	1: 50 Pero 1: 75 Pero 1: 95 Pero Task 1: ironmenta MP 26.8 to .38 miles	cent Designer Designe	gn Level F gn Level F gn Level F gn Level F ng and Mi miles) Tot	Package Package Package Package Package Package Package Octobre 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	\$528 \$59,679 \$315 \$197 \$157 \$79 \$39 \$58,892 \$59,679 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0
Task 1 1.1 1.2 1.3 1.4 1.5 1.6 1.7 1.8 1.9 1.10 1.11 1.12	HRIS Records Search imbursable Expenses: SA Fee Segment 5 Olive Avenue Preliminary Engineering Project Kickoff Data Collection and Field Review Technical Studies Existing Conditions Mapping Hydrology Assessment Geotechnical Assessment Roadway and Track Crossing Assessment Riparian and Waterway Crossing Assessment Design Refinement (30%) GO 88B Public Utilities Prepare Plans 50% PSE 100% PSE 0utreach Encroachment Permits Final Submittal Contract Management General Project Management QA/QC Meetings Task 1 Preliminary Engineering Subtotal:				e to Olive	Task Task Task sk 2: Envi Avenue M	1: 50 Pero 1: 75 Pero 1: 95 Pero Task 1: ronmenta MP 26.8 to	cent Designer Designe	gn Level F gn Level F gn Level F gn Level F ng and Mi	Package Package Package Package Package Package Package Oackage Oackag	\$528 \$59,679 \$315 \$197 \$157 \$79 \$39 \$58,892 \$59,679 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0
Task 1 1.1 1.2 1.3 1.4 1.5 1.6 1.7 1.8 1.9 1.10 1.11 1.12 1.13	HRIS Records Search imbursable Expenses: SA Fee Segment 5 Olive Avenue Preliminary Engineering Project Kickoff Data Collection and Field Review Technical Studies Existing Conditions Mapping Hydrology Assessment Geotechnical Assessment Roadway and Track Crossing Assessment Riparian and Waterway Crossing Assessment Riparian and Waterway Crossing Assessment Design Refinement (30%) GO 88B Public Utilities Prepare Plans 50% PSE 100% PSE 100% PSE 100reach Encroachment Permits Final Submittal Contract Management General Project Management QA/QC Meetings Task 1 Preliminary Engineering Subtotal: Environmental Permitting and Mitigations	to Rush	Creek Pl	ace MP 2	e to Olive 7.85 to M	Task Task Task Sk 2: Envi Avenue M IP 28.5 (0	1: 50 Pero 1: 75 Pero 1: 95 Pero Task 1: ronmenta MP 26.8 to .38 miles	cent Designer Designe	gn Level F gn Level F gn Level F gn Level F ng and Mi miles) Tot	Package Package Package Package Package Package Package Octobre Octobr	\$528 \$59,679 \$315 \$197 \$157 \$79 \$39 \$58,892 \$59,679 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0
Task 1 1.1 1.2 1.3 1.4 1.5 1.6 1.7 1.8 1.9 1.10 1.11 1.12 1.13	HRIS Records Search imbursable Expenses: SA Fee Segment 5 Olive Avenue Preliminary Engineering Project Kickoff Data Collection and Field Review Technical Studies Existing Conditions Mapping Hydrology Assessment Geotechnical Assessment Roadway and Track Crossing Assessment Riparian and Waterway Crossing Assessment Riparian and Waterway Crossing Assessment Design Refinement (30%) GO 88B Public Utilities Prepare Plans 50% PSE 100% PSE 100% PSE 100treach Encroachment Permits Final Submittal Contract Management General Project Management QA/QC Meetings Task 1 Preliminary Engineering Subtotal: Environmental Permitting and Mitigations Wetland Delineation	to Rush	Creek Pl	ace MP 2	e to Olive 7.85 to N	Task Task Task Sk 2: Envi Avenue M IP 28.5 (0	1: 50 Pero 1: 75 Pero 1: 95 Pero Task 1: ironmenta MP 26.8 to .38 miles	cent Designer Designe	gn Level F gn Level F gn Level F gn Level F ng and Mi miles) Tot	Package Package Package Package Package Package Package Octobre Octobr	\$528 \$59,679 \$315 \$197 \$157 \$79 \$39 \$58,892 \$59,679 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0
Task 1 1.1 1.2 1.3 1.4 1.5 1.6 1.7 1.8 1.9 1.10 1.11 1.12 1.13	HRIS Records Search imbursable Expenses: SA Fee Segment 5 Olive Avenue Preliminary Engineering Project Kickoff Data Collection and Field Review Technical Studies Existing Conditions Mapping Hydrology Assessment Geotechnical Assessment Roadway and Track Crossing Assessment Riparian and Waterway Crossing Assessment Design Refinement (30%) GO 88B Public Utilities Prepare Plans 50% PSE 100% PSE Outreach Encroachment Permits Final Submittal Contract Management General Project Management QA/QC Meetings Task 1 Preliminary Engineering Subtotal: Environmental Permitting and Mitigations Wetland Delineation Biological Surveys Rare Plant Surveys	to Rush	Creek Pl	ace MP 2	e to Olive 7.85 to M	Task Task Task Sk 2: Envi Avenue M IP 28.5 (0	1: 50 Pero 1: 75 Pero 1: 95 Pero Task 1: 1: 1: 1: 1: 1: 1: 1: 1: 1: 1: 1: 1:	cent Designer Designe	gn Level F gn Level F gn Level F gn Level F ng and Mi miles) Tot	Package Package Package Package Package Package Package Octobre Octobr	\$528 \$59,679 \$315 \$197 \$157 \$79 \$39 \$58,892 \$59,679 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0
Task 1 1.1 1.2 1.3 1.4 1.5 1.6 1.7 1.8 1.9 1.10 1.11 1.12 1.13	HRIS Records Search Immbursable Expenses: SA Fee Segment 5 Olive Avenue Preliminary Engineering Project Kickoff Data Collection and Field Review Technical Studies Existing Conditions Mapping Hydrology Assessment Geotechnical Assessment Roadway and Track Crossing Assessment Riparian and Waterway Crossing Assessment Design Refinement (30%) GO 88B Public Utilities Prepare Plans 50% PSE 100% PSE Outreach Encroachment Permits Final Submittal Contract Management General Project Management QA/QC Meetings Task 1 Preliminary Engineering Subtotal: Environmental Permitting and Mitigations Wetland Delineation Biological Surveys Rare Plant Surveys Environmental Permitting Strategy	to Rush O 4	Creek Pl	ace MP 2	0 4 4	Task Task Task Sk 2: Envi Avenue M IP 28.5 (0	1: 50 Pero 1: 75 Pero 1: 75 Pero 1: 95 Pero Task 1: ironmenta MP 26.8 to .38 miles 0 0	cent Designer Designe	gn Level F gn Level F gn Level F gn Level F ng and Mi miles) Tot	Continue	\$528 \$59,679 \$315 \$197 \$157 \$79 \$39 \$58,892 \$59,679 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0
Task 1 1.1 1.2 1.3 1.4 1.5 1.6 1.7 1.8 1.9 1.10 1.11 1.12 2.1 3.3 1.40 1.5 1.60 1.7 1.80 1.9 1.10 1.11 1.12 1.13	HRIS Records Search imbursable Expenses: SA Fee Segment 5 Olive Avenue Preliminary Engineering Project Kickoff Data Collection and Field Review Technical Studies Existing Conditions Mapping Hydrology Assessment Geotechnical Assessment Roadway and Track Crossing Assessment Riparian and Waterway Crossing Assessment Design Refinement (30%) GO 88B Public Utilities Prepare Plans 50% PSE 100% PSE 100% PSE 0utreach Encroachment Permits Final Submittal Contract Management General Project Management GA/QC Meetings Task 1 Preliminary Engineering Subtotal: Environmental Permitting and Mitigations Wetland Delineation Biological Surveys Rare Plant Surveys Environmental Permitting Strategy Regulatory Permit Applications	to Rush	Creek Pl	ace MP 2	0 4 4	Task Task Task Sk 2: Envi Avenue M 1P 28.5 (0	1: 50 Pero 1: 75 Pero 1: 75 Pero 1: 95 Pero Task 1: 1: 1: 1: 1: 1: 1: 1: 1: 1: 1: 1: 1:	cent Designer Designe	gn Level F gn Level F gn Level F gn Level F ng and Mi miles) Tot	Control Cont	\$528 \$59,679 \$315 \$197 \$157 \$79 \$39 \$58,892 \$59,679 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0
Task 1 1.1 1.2 1.3 1.4 1.5 1.6 1.7 1.8 1.9 1.10 1.11 1.12 1.13 Task 2 2.1 2.2 2.3 2.4 2.5 2.6	HRIS Records Search imbursable Expenses: SA Fee Segment 5 Olive Avenue Preliminary Engineering Project Kickoff Data Collection and Field Review Technical Studies Existing Conditions Mapping Hydrology Assessment Geotechnical Assessment Roadway and Track Crossing Assessment Riparian and Waterway Crossing Assessment Design Refinement (30%) GO 88B Public Utilities Prepare Plans 50% PSE 100% PSE 100% PSE 0utreach Encroachment Permits Final Submittal Contract Management General Project Management QA/QC Meetings Task 1 Preliminary Engineering Subtotal: Environmental Permitting and Mitigations Wetland Delineation Biological Surveys Rare Plant Surveys Environmental Permitting Strategy Regulatory Permit Applications Biological Assessment	to Rush O 4	Creek Pl	ace MP 2	0 4 4	Task Task Task Sk 2: Envi Avenue M IP 28.5 (0	1: 50 Pero 1: 75 Pero 1: 75 Pero 1: 95 Pero Task 1: ironmenta MP 26.8 to .38 miles 0 0	cent Designer Designe	gn Level F gn Level F gn Level F gn Level F ng and Mi miles) Tot	Color	\$528 \$59,679 \$315 \$197 \$157 \$79 \$39 \$58,892 \$59,679 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0
Task 1 1.1 1.2 1.3 1.4 1.5 1.6 1.7 1.8 1.9 1.10 1.11 1.12 1.13 Task 2 2.1 2.2 2.3 2.4 2.5 2.6 2.7	HRIS Records Search imbursable Expenses: SA Fee Segment 5 Olive Avenue Preliminary Engineering Project Kickoff Data Collection and Field Review Technical Studies Existing Conditions Mapping Hydrology Assessment Geotechnical Assessment Roadway and Track Crossing Assessment Riparian and Waterway Crossing Assessment Riparian and Waterway Crossing Assessment Design Refinement (30%) GO 88B Public Utilities Prepare Plans 50% PSE 100% PSE	to Rush O 4	O O	o	0 4 4	Task Task Task Sk 2: Envi Avenue M IP 28.5 (0	1: 50 Pero 1: 75 Pero 1: 75 Pero 1: 95 Pero	cent Designment Design	gn Level F gn Level F gn Level F gn Level F ng and Mi miles) Tot	O	\$528 \$59,679 \$315 \$197 \$157 \$79 \$39 \$58,892 \$59,679 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0
Task 1 1.1 1.2 1.3 1.4 1.5 1.6 1.7 1.8 1.9 1.10 1.11 1.12 1.13 Task 2 2.1 2.2 2.3 2.4 2.5 2.7 2.8	HRIS Records Search imbursable Expenses: SA Fee Segment 5 Olive Avenue Preliminary Engineering Project Kickoff Data Collection and Field Review Technical Studies Existing Conditions Mapping Hydrology Assessment Geotechnical Assessment Roadway and Track Crossing Assessment Riparian and Waterway Crossing Assessment Design Refinement (30%) GO 88B Public Utilities Prepare Plans 50% PSE 100% PSE 100% PSE 0utreach Encroachment Permits Final Submittal Contract Management General Project Management QA/QC Meetings Task 1 Preliminary Engineering Subtotal: Environmental Permitting and Mitigations Wetland Delineation Biological Surveys Rare Plant Surveys Environmental Permitting Strategy Regulatory Permit Applications Biological Assessment	to Rush O 4	Creek Pl	ace MP 2	0 4 4	Task Task Task Sk 2: Envi Avenue M IP 28.5 (0	1: 50 Pero 1: 75 Pero 1: 75 Pero 1: 95 Pero Task 1: 1: 1: 1: 1: 1: 1: 1: 1: 1: 1: 1: 1:	cent Designer Designe	gn Level F gn Level F gn Level F gn Level F ng and Mi miles) Tot	Color	\$528 \$59,679 \$315 \$197 \$157 \$79 \$39 \$58,892 \$59,679 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0
Task 1 1.1 1.2 1.3 1.4 1.5 1.6 1.7 1.8 1.9 1.10 1.11 1.12 1.13 Task 2 2.1 2.2 2.3 2.4 2.5 2.7 2.8	Segment 5 Olive Avenue Preliminary Engineering Project Kickoff Data Collection and Field Review Technical Studies Existing Conditions Mapping Hydrology Assessment Geotechnical Assessment Roadway and Track Crossing Assessment Riparian and Waterway Crossing Assessment Riparian and Waterway Crossing Assessment Design Refinement (30%) GO 88B Public Utilities Prepare Plans 50% PSE 100% PSE Outreach Encroachment Permits Final Submittal Contract Management General Project Management QA/QC Meetings Task 1 Preliminary Engineering Subtotal: Environmental Permitting and Mitigations Wetland Delineation Biological Surveys Rare Plant Surveys Environmental Permitting Strategy Regulatory Permit Applications Biological Assessment Cultural Resources Section 106 Compliance Mitigation Plan	to Rush O 4 4	O 12	o	0 4 4 4	Task Task Task Task Sk 2: Envi Avenue M P 28.5 (0	1: 50 Pero 1: 75 Pero 1: 75 Pero 1: 95 Pero Task 1: 1: 1: 1: 1: 1: 1: 1: 1: 1: 1: 1: 1:	cent Designment Design	on Level F gn Level F gn Level F gn Level F ng and Mi miles) Tot	O	\$528 \$59,679 \$315 \$197 \$157 \$79 \$39 \$58,892 \$59,679 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0

MARIN COUNTY PATHWAY DESIGN AND PERMITTING	ESA Environmental Planning and Permitting									
SUMMARY OF SUBCONSULTANT LABOR EFFORT	Bill Silva PIC	Jeremy Schmal PM/Senior Engineer	Byung Lee Senior Engineer · Crossings	Colby Phelps Senior Designer	Raymond Wong Hydraulics	Jim Winter Construction Engineer	Varies Project Enginee r	Varies Staff Engineer	Total Hours	Total Base Fee
2022 Hourly Rate (\$/ hour	73.32	72.12	67.31	71.32	46.63	47.72	38.50	56.66		
Fringe	50.30%	50.30%	50.30%	50.30%	50.30%	50.30%	50.30%	50.30%		
Overhead	147.60%	147.60%	147.60%	147.60%	147.60%	147.60%	147.60%	147.60%		
Prof	t 10%	10%	10%	10%	10%	10%	10%	10%		
Multiplie	r 3.3	3.28	3.28	3.28	3.28	3.28	3.28	3.28		
Billable Rate (Overhead & Profit) (\$/ hour	240.25	236.31	220.56	233.71	152.81	156.38	126.17	185.66		
Reimbursable Expenses										
General Expenses										\$500
Cultural-CHRIS Records Search										\$41
Total Reimbursable Expenses: Total ESA Fee										\$541
Total ESA Fee					T1-	4: 00 D.::	1 D 1			\$60,590 \$321
Task 1: 30 Percent Design Level Package Task 1: 50 Percent Design Level Package							\$200			
										\$200 \$160
Task 1: 75 Percent Design Level Package Task 1: 95 Percent Design Level Package								\$80		
Task 1: 95 Percent Design Level Package Task 1: IFC Design Level Package							\$40			
Total Task 2: Environmental Permitting and Mitigation							\$59,789			
Segment 5 Olive Avenue to Rush Creek Place MP 27.85 to MP 28.5 (0.38 miles) Total Cost:						\$60,590				

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 Pare 31 Contact Cost Principles and Procedures
- 5. 23 Code of Federal Regulations Part 172 Procurement, Management, and Administration of Engineering and Designee Related Services
- 6 48 Code of Federal Regulations Par 9904 Cost Accounting Standards Board (when applicable)

SUMMARY OF SURCONSULTANT LABOR EFFORT 2	M	ARIN COUNTY PATHWAY DESIGN AND PERMITTING	Cinquini and Passarino Surveying									
Concerns a Receasion Co. Concerns Conc		SUMMARY OF SUBCONSULTANT LABOR EFFORT	James Dickey PIC	Mathew Dudley, PLS Professional Land Surveyor					Jeff Meyer CAD Manager	Varies Staff Engineer	Total Hours	Total Base Fee
Contract		Films										
Public 10% 1	1 -	CHACOLAR E LYSCHIELEO HAC.								174.2470	1	
Silicate Nate Command Profits (Private S204T 77.74 18.027 20.76 20.78 16.20 10.75 30.20 30.2										10%]	
Segment Smith Ranch Road to Novato Hamilton Station MP 20 95 to MP 23 6 (2.65 miles)		·										
Task 1 Proliminary Engineering 1	<u> </u>									3.02	J	
1.2 Data Collection and Flood Review	Task 1		to Hovai	loriamine	or otatio	20.0		25.0 (2.00	, iiiiies,			
1.3 Technical Studies		,	1									
Earling Contilion Mapping											0	\$0
Geolectrical Accessorated			40	120		100	208		100		568	\$119,458
1.4 Roadway and Track Crossing Assessment		, ,,										
1.5 Ripartian and Waterway Crossing Assessment	14											
1.7 GO S88												
1.3 Proper Plans		•										· · · · · · · · · · · · · · · · · · ·
1.9 Prepare Plans												
75% PSE		Prepare Plans										ΨΨ
95% PSE												
1.11	-	-										·
1.13 Contract Management	1.10											\$0
1.13 Contract Management												·
General Project Management											U	\$0
Meetings											0	\$0
Task 1 Preliminary Engineering Subtotal: 41 120 0 100 208 0 100 0 569 \$119,722												· · · · · · · · · · · · · · · · · · ·
Task 2 Environmental Permitting and Mitigations			41	120	0	100	208	0	100	0		·
2.2 Environmental Permitting Strategy	Task 2		7.	120		100	200		100		309	Ψ119,722
2.3 Regulatory Permit Applications		Wetland Delineation										
2.4 Cultural Resources												
General Project Management												
Metrings	2.5											· · · · · · · · · · · · · · · · · · ·
Meetings Task 2 Environmental Permitting and Mitigations Subtotal: 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0												
Total Base Labor Expenses 41 120 0 100 208 0 100 0 569 \$119,722 \$2,155 \$3019 \$301		Meetings										·
Salary Escalation: S2,155	Task	2 Environmental Permitting and Mitigations Subtotal:					_					
Reimbursable Expenses			41	120	U	100	208	<u> </u>	100	U	569	
Segment Segm		able Expenses										
Total Cinquini and Passarino Fee \$1,300												
Total Cinquini and Passarino Fee												
Task 1: 50 Percent Design Level Package \$30,362 Task 1: 75 Percent Design Level Package Task 1: 75 Percent Design Level Package Task 1: 75 Percent Design Level Package Task 1: 95 Percent Design Level Package Task 1: 1FC Design Level Package Task	Total Cir	nquini and Passarino Fee										
Task 1: 75 Percent Design Level Package \$24,290 Task 1: 75 Percent Design Level Package \$24,290 Task 1: 95 Percent Design Level Package \$12,145 Task 1: 1FC Design Level Package \$12,147 Task 1: 1FC Design Level Package \$12,145												
Task 1: 95 Percent Design Level Package \$12,145 Task 1: IFC Design Level Package \$6,072 Total Task 2: Environmental Permitting and Mitigation \$1,727												
Total Task 2: Environmental Permitting and Mitigation \$1,727							Task					
Segment 1 Smith Ranch Road to Novato Hamilton Station MP 20.95 to MP 23.6 (2.65 miles) Total Cost: \$123,177						Total Ta	sk 2: Envi					
Segment 2 State Access Road to Bay Trail MP 23.95 to MP 25.28 (1.4 miles) Task 1 Preliminary Engineering		Segment 1 Smith	Ranch Ro	ad to Nov	ato Hamil							*
Task 1 Preliminary Engineering		•							,			Ţ. ,,,,,
1.2 Data Collection and Field Review		Preliminary Engineering		_			•					***
1.3 Technical Studies Existing Conditions Mapping 30 80 40 120 70 340 \$72,192			1	-								
Hydrology Assessment		Technical Studies										ΨΟ
Geotechnical Assessment			30	80		40	120		70			
1.4 Roadway and Track Crossing Assessment 0 \$0 1.5 Riparian and Waterway Crossing Assessment 0 \$0 1.6 Design Refinement (30%) 0 \$0 1.7 GO 88B 0 \$0 1.8 Public Utilities 0 \$0 1.9 Prepare Plans 0 \$0 50% PSE 0 \$0 75% PSE 0 \$0 95% PSE 0 \$0 1.10 Outreach 0 \$0 1.11 Encroachment Permits 0 \$0 1.12 Final Submittal 0 \$0 1.13 Contract Management 0 \$0				-								
1.6 Design Refinement (30%) 1.7 GO 88B 1.8 Public Utilities 1.9 Prepare Plans 50% PSE	1.4	Roadway and Track Crossing Assessment										\$0
1.7 GO 88B 0 \$0 1.8 Public Utilities 0 \$0 1.9 Prepare Plans 0 \$0 50% PSE 0 \$0 95% PSE 0 \$0 95% PSE 0 \$0 1.10 Outreach 0 \$0 1.11 Encroachment Permits 0 \$0 1.12 Final Submittal 0 \$0 1.13 Contract Management 0 \$0		Riparian and Waterway Crossing Assessment										
1.8 Public Utilities 0 \$0 1.9 Prepare Plans 50% PSE 0 \$0 50% PSE 0 \$0 95% PSE 0 \$0 1.10 Outreach 0 \$0 1.11 Encroachment Permits 0 \$0 1.12 Final Submittal 0 \$0 1.13 Contract Management 0 \$0												
50% PSE	1.8	Public Utilities										
75% PSE 0 \$0 95% PSE 0 \$0 1.10 Outreach 0 \$0 1.11 Encroachment Permits 0 \$0 1.12 Final Submittal 0 \$0 1.13 Contract Management 6 1.14 Contract Management 6 1.15 Contract Management 6 1.16 Contract Management 6 1.17 Contract Management 6 1.18 Contract Management 6 1.19 Contract Management 6 1.10 Contract Management 6 1.11 Contract Management 6 1.12 Contract Management 6 1.13 Contract Management 6 1.14 Contract Management 6 1.15 Contract Management 6 1.16 Contract Management 6 1.17 Contract Management 6 1.18 Contract Management 6 1.19 Contract Management 6 1.10 Contract Management 6 1.10 Contract Management 6 1.11 Contract Management 6 1.12 Contract Management 6 1.13 Contract Management 6 1.14 Contract Management 6 1.15 Contract Management 6 1.15 Contract Management 6 1.17 Contract Management 6 1.18 Contract Management 6 1.19 Contract Management 6 1.10 Contract Management 6 1.10 Contract Management 6 1.11 Contract Management 6 1.11 Contract Management 6 1.12 Contract Management 6 1.13 Contract Management 6 1.14 Contract Management 6 1.15 Contract Management 6 1.15 Contract Management 6 1.17 Contract Management 6 1.18 Contract Management 6	1.9	•									_	40
95% PSE 0 \$0 1.10 Outreach 0 \$0 1.11 Encroachment Permits 0 \$0 1.12 Final Submittal 0 \$0 1.13 Contract Management	-											
1.11 Encroachment Permits 0 \$0 1.12 Final Submittal 0 \$0 1.13 Contract Management 0 \$0												
1.12 Final Submittal 0 \$0 1.13 Contract Management												
1.13 Contract Management												
General Project Management Page 122 of 136 \$0		Contract Management										, -
										Page	122 of	136 ^{\$0}

	ARIN COUNTY PATHWAY DESIGN AND PERMITTING	Cinquini and Passarino Surveying										
PERMITTING			HIL									
	SUMMARY OF SUBCONSULTANT LABOR EFFORT	James Dickey PIC	Mathew Dudley, PLS Professional Land Surveyor	Derek Clark Professional Land Surveyor	Clayton Ferrari Staff Surveyor I	2 Man Field Crew Field Crew	Leslie Kirby Professional Land Surveyor	Jeff Meyer CAD Manager	Varies Staff Engineer	Total Hours	Total Base Fee	
1	2022 Hourly Rate (\$/ hour)	87.34	58.92	52.00	40.00	98.73	55.12	45.00	1.00			
-	CINQUINI & PASSARINO INC. Fringe LAND SURVEYING Overhead	174.24% 0.00%	174.24% 0.00%	174.24% 0.00%	174.24% 0.00%	174.24% 0.00%	174.24% 0.00%	174.24% 0.00%	174.24%			
	Profit	10%	10%	10%	10%	10%	10%	10%	10%	j		
	Multiplier	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0			
	Billable Rate (Overhead & Profit) (\$/ hour) QA/QC	263.47	177.74	156.87	120.67	297.83	166.28	135.75	3.02	0	\$0	
	Meetings				- 10	400				0	\$0	
Task 2	Task 1 Preliminary Engineering Subtotal: Environmental Permitting and Mitigations	31	80	0	40	120	0	70	0	341	\$72,456	
2.1	Wetland Delineation									0	\$0	
	Environmental Permitting Strategy Regulatory Permit Applications									0	\$0 \$0	
2.4	Cultural Resources									0	\$0	
	Contract Management General Project Management									0	\$0	
	QA/QC									0	\$0	
	Meetings 2 Environmental Permitting and Mitigations Subtotal:	0	0	0	0	0	0	0	0	0 0	\$0 \$0	
I dSK 2	Total Base Labor Expenses:	31	80	0	40	120	0	70	0	341	\$72,456	
D.: :	Salary Escalation:										\$1,304	
Reimbursa General Exp	penses										\$500	
Other	Record of Survey Review Fees										\$800	
	mbursable Expenses: quini and Passarino Fee										\$1,300 \$75,060	
Total oill	quin una i accumo i co					Task	1: 30 Per	cent Desig	gn Level I	Package	\$29,503	
							1: 50 Per				\$18,439 \$44,753	
							1: 75 Per				\$14,752 \$7,376	
							Task 1:	IFC Design	n Level I	Package	\$3,688	
	0-		Otata Assa	as Dand			ironmenta			T	\$1,302	
	Segment 3 Hannah Ranc		State Acce					•	niies) ioi	ai Cost:	\$75,060	
	Preliminary Engineering		- TO TUIC	OTOOK III	20.00	7 20:20		,				
	Project Kickoff Data Collection and Field Review	1								1 0	\$263 \$0	
	Technical Studies											
										Ů	ΨΟ	
	Existing Conditions Mapping	16	24		16	64		48		168	\$35,989	
	Existing Conditions Mapping Hydrology Assessment	16	24		16	64		48		168 0	\$35,989 \$0	
1.4	Existing Conditions Mapping Hydrology Assessment Geotechnical Assessment Roadway and Track Crossing Assessment	16	24		16	64		48		168 0 0	\$35,989 \$0 \$0 \$0	
1.4 1.5	Existing Conditions Mapping Hydrology Assessment Geotechnical Assessment Roadway and Track Crossing Assessment Riparian and Waterway Crossing Assessment	16	24		16	64		48		168 0 0 0	\$35,989 \$0 \$0 \$0 \$0	
1.4 1.5 1.6	Existing Conditions Mapping Hydrology Assessment Geotechnical Assessment Roadway and Track Crossing Assessment	16	24		16	64		48		168 0 0	\$35,989 \$0 \$0 \$0	
1.4 1.5 1.6 1.7	Existing Conditions Mapping Hydrology Assessment Geotechnical Assessment Roadway and Track Crossing Assessment Riparian and Waterway Crossing Assessment Design Refinement (30%) GO 88B Public Utilities	16	24		16	64		48		168 0 0 0 0 0	\$35,989 \$0 \$0 \$0 \$0 \$0	
1.4 1.5 1.6 1.7 1.8	Existing Conditions Mapping Hydrology Assessment Geotechnical Assessment Roadway and Track Crossing Assessment Riparian and Waterway Crossing Assessment Design Refinement (30%) GO 88B	16	24		16	64		48		168 0 0 0 0 0 0	\$35,989 \$0 \$0 \$0 \$0 \$0 \$0	
1.4 1.5 1.6 1.7 1.8 1.9	Existing Conditions Mapping Hydrology Assessment Geotechnical Assessment Roadway and Track Crossing Assessment Riparian and Waterway Crossing Assessment Design Refinement (30%) GO 88B Public Utilities Prepare Plans 50% PSE 75% PSE	16	24		16	64		48		168 0 0 0 0 0 0 0 0 0	\$35,989 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0	
1.4 1.5 1.6 1.7 1.8 1.9	Existing Conditions Mapping Hydrology Assessment Geotechnical Assessment Roadway and Track Crossing Assessment Riparian and Waterway Crossing Assessment Design Refinement (30%) GO 88B Public Utilities Prepare Plans 50% PSE 75% PSE 95% PSE	16	24		16	64		48		168 0 0 0 0 0 0 0 0 0	\$35,989 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0	
1.4 1.5 1.6 1.7 1.8 1.9	Existing Conditions Mapping Hydrology Assessment Geotechnical Assessment Roadway and Track Crossing Assessment Riparian and Waterway Crossing Assessment Design Refinement (30%) GO 88B Public Utilities Prepare Plans 50% PSE 75% PSE 95% PSE Outreach Encroachment Permits	16	24		16	64		48		168 0 0 0 0 0 0 0 0 0 0 0 0 0 0	\$35,989 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0	
1.4 1.5 1.6 1.7 1.8 1.9	Existing Conditions Mapping Hydrology Assessment Geotechnical Assessment Roadway and Track Crossing Assessment Riparian and Waterway Crossing Assessment Design Refinement (30%) GO 88B Public Utilities Prepare Plans 50% PSE 75% PSE 95% PSE Outreach Encroachment Permits Final Submittal	16	24		16	64		48		168 0 0 0 0 0 0 0 0 0 0	\$35,989 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0	
1.4 1.5 1.6 1.7 1.8 1.9	Existing Conditions Mapping Hydrology Assessment Geotechnical Assessment Roadway and Track Crossing Assessment Riparian and Waterway Crossing Assessment Design Refinement (30%) GO 88B Public Utilities Prepare Plans 50% PSE 75% PSE 95% PSE Outreach Encroachment Permits Final Submittal Contract Management	16	24		16	64		48		168 0 0 0 0 0 0 0 0 0 0 0 0 0 0	\$35,989 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0	
1.4 1.5 1.6 1.7 1.8 1.9 1.10 1.11 1.12	Existing Conditions Mapping Hydrology Assessment Geotechnical Assessment Roadway and Track Crossing Assessment Riparian and Waterway Crossing Assessment Design Refinement (30%) GO 88B Public Utilities Prepare Plans 50% PSE 75% PSE 95% PSE Outreach Encroachment Permits Final Submittal Contract Management General Project Management QA/QC	16	24		16	64		48		168 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	\$35,989 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0	
1.4 1.5 1.6 1.7 1.8 1.9 1.10 1.11 1.12	Existing Conditions Mapping Hydrology Assessment Geotechnical Assessment Roadway and Track Crossing Assessment Riparian and Waterway Crossing Assessment Design Refinement (30%) GO 88B Public Utilities Prepare Plans 50% PSE 75% PSE 95% PSE Outreach Encroachment Permits Final Submittal Contract Management General Project Management QA/QC Meetings		24	0	16	64	0	48	0	168 0 0 0 0 0 0 0 0 0 0 0 0 0	\$35,989 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0	
1.4 1.5 1.6 1.7 1.8 1.9 1.10 1.11 1.12 1.13	Existing Conditions Mapping Hydrology Assessment Geotechnical Assessment Roadway and Track Crossing Assessment Riparian and Waterway Crossing Assessment Design Refinement (30%) GO 88B Public Utilities Prepare Plans 50% PSE 75% PSE 95% PSE Outreach Encroachment Permits Final Submittal Contract Management General Project Management QA/QC Meetings Task 1 Preliminary Engineering Subtotal: Environmental Permitting and Mitigations	16		0			0		0	168 0 0 0 0 0 0 0 0 0 0 0 0 0	\$35,989 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0	
1.4 1.5 1.6 1.7 1.8 1.9 1.10 1.11 1.12 1.13	Existing Conditions Mapping Hydrology Assessment Geotechnical Assessment Roadway and Track Crossing Assessment Riparian and Waterway Crossing Assessment Design Refinement (30%) GO 88B Public Utilities Prepare Plans 50% PSE 75% PSE 95% PSE 0utreach Encroachment Permits Final Submittal Contract Management General Project Management QA/QC Meetings Task 1 Preliminary Engineering Subtotal: Environmental Permitting and Mitigations Wetland Delineation			0			0		0	168 0 0 0 0 0 0 0 0 0 0 0 0 0	\$35,989 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0	
1.4 1.5 1.6 1.7 1.8 1.9 1.10 1.11 1.12 1.13	Existing Conditions Mapping Hydrology Assessment Geotechnical Assessment Roadway and Track Crossing Assessment Riparian and Waterway Crossing Assessment Design Refinement (30%) GO 88B Public Utilities Prepare Plans 50% PSE 75% PSE 95% PSE Outreach Encroachment Permits Final Submittal Contract Management General Project Management QA/QC Meetings Task 1 Preliminary Engineering Subtotal: Environmental Permitting and Mitigations			0			0		0	168 0 0 0 0 0 0 0 0 0 0 0 0 0	\$35,989 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0	
1.4 1.5 1.6 1.7 1.8 1.9 1.10 1.11 1.12 1.13 Task 2 2.1 2.2 2.3 2.4	Existing Conditions Mapping Hydrology Assessment Geotechnical Assessment Roadway and Track Crossing Assessment Riparian and Waterway Crossing Assessment Design Refinement (30%) GO 88B Public Utilities Prepare Plans 50% PSE 75% PSE 95% PSE Outreach Encroachment Permits Final Submittal Contract Management General Project Management QA/QC Meetings Task 1 Preliminary Engineering Subtotal: Environmental Permitting and Mitigations Wetland Delineation Environmental Permitting Strategy Regulatory Permit Applications Cultural Resources			0			0		0	168 0 0 0 0 0 0 0 0 0 0 0 0 0	\$35,989 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0	
1.4 1.5 1.6 1.7 1.8 1.9 1.10 1.11 1.12 1.13 Task 2 2.1 2.2 2.3 2.4 2.5	Existing Conditions Mapping Hydrology Assessment Geotechnical Assessment Roadway and Track Crossing Assessment Riparian and Waterway Crossing Assessment Design Refinement (30%) GO 88B Public Utilities Prepare Plans 50% PSE 75% PSE 95% PSE Outreach Encroachment Permits Final Submittal Contract Management General Project Management OA/QC Meetings Task 1 Preliminary Engineering Subtotal: Environmental Permitting and Mitigations Wetland Delineation Environmental Permitting Strategy Regulatory Permit Applications Cultural Resources Contract Management			0			0		0	168 0 0 0 0 0 0 0 0 0 0 0 0 0	\$35,989 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0	
1.4 1.5 1.6 1.7 1.8 1.9 1.10 1.11 1.12 1.13 Task 2 2.1 2.2 2.3 2.4 2.5	Existing Conditions Mapping Hydrology Assessment Geotechnical Assessment Roadway and Track Crossing Assessment Riparian and Waterway Crossing Assessment Design Refinement (30%) GO 88B Public Utilities Prepare Plans 50% PSE 75% PSE 95% PSE Outreach Encroachment Permits Final Submittal Contract Management General Project Management QA/QC Meetings Task 1 Preliminary Engineering Subtotal: Environmental Permitting and Mitigations Wetland Delineation Environmental Permitting Strategy Regulatory Permit Applications Cultural Resources Contract Management General Project Management			0			0		0	168 0 0 0 0 0 0 0 0 0 0 0 0 0	\$35,989 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0	
1.4 1.5 1.6 1.7 1.8 1.9 1.10 1.11 1.12 1.13 Task 2 2.1 2.2 2.3 2.4 2.5	Existing Conditions Mapping Hydrology Assessment Geotechnical Assessment Roadway and Track Crossing Assessment Riparian and Waterway Crossing Assessment Design Refinement (30%) GO 88B Public Utilities Prepare Plans 50% PSE 75% PSE 95% PSE 00treach Encroachment Permits Final Submittal Contract Management General Project Management QA/QC Meetings Task 1 Preliminary Engineering Subtotal: Environmental Permitting and Mitigations Wetland Delineation Environmental Permitting Strategy Regulatory Permit Applications Cultural Resources Contract Management General Project Management General Project Management General Project Management General Project Management	17	24		16	64		48		168 0 0 0 0 0 0 0 0 0 0 0 0 0	\$35,989 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0	
1.4 1.5 1.6 1.7 1.8 1.9 1.10 1.11 1.12 1.13 Task 2 2.1 2.2 2.3 2.4 2.5	Existing Conditions Mapping Hydrology Assessment Geotechnical Assessment Roadway and Track Crossing Assessment Riparian and Waterway Crossing Assessment Design Refinement (30%) GO 88B Public Utilities Prepare Plans 50% PSE 75% PSE 95% PSE Outreach Encroachment Permits Final Submittal Contract Management General Project Management QA/QC Meetings Task 1 Preliminary Engineering Subtotal: Environmental Permitting and Mitigations Wetland Delineation Environmental Permitting Strategy Regulatory Permit Applications Cultural Resources Contract Management General Project Management			0			0		0	168 0 0 0 0 0 0 0 0 0 0 0 0 0	\$35,989 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0	
1.4 1.5 1.6 1.7 1.8 1.9 1.10 1.11 1.12 1.13 Task 2 2.1 2.2 2.3 2.4 2.5	Existing Conditions Mapping Hydrology Assessment Geotechnical Assessment Roadway and Track Crossing Assessment Riparian and Waterway Crossing Assessment Design Refinement (30%) GO 88B Public Utilities Prepare Plans 50% PSE 75% PSE 95% PSE Outreach Encroachment Permits Final Submittal Contract Management General Project Management OA/QC Meetings Task 1 Preliminary Engineering Subtotal: Environmental Permitting and Mitigations Wetland Delineation Environmental Remitting Strategy Regulatory Permit Applications Cultural Resources Contract Management General Project Management General Project Management A/QC Meetings Task 1 Preliminary Engineering Subtotal: Environmental Permitting and Mitigations Wetland Delineation Environmental Permitting Strategy Regulatory Permit Applications Cultural Resources Contract Management General Project Management GA/QC Meetings 2 Environmental Permitting and Mitigations Subtotal: Total Base Labor Expenses: Salary Escalation:	17	24	0	16	64	0	48	0	168 0 0 0 0 0 0 0 0 0 0 0 0 0	\$35,989 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0	
1.4 1.5 1.6 1.7 1.8 1.9 1.10 1.11 1.12 1.13 Task 2 2.1 2.2 2.3 2.4 2.5 Reimbursa	Existing Conditions Mapping Hydrology Assessment Geotechnical Assessment Roadway and Track Crossing Assessment Riparian and Waterway Crossing Assessment Design Refinement (30%) GO 88B Public Utilities Prepare Plans 50% PSE 75% PSE 95% PSE Outreach Encroachment Permits Final Submittal Contract Management General Project Management QA/QC Meetings Task 1 Preliminary Engineering Subtotal: Environmental Permitting and Mitigations Wetland Delineation Environmental Permit Applications Cultural Resources Contract Management General Project Management Applications Cultural Resources Contract Management General Project Management General Project Management Meetings Task 1 Preliminary Engineering Subtotal: Environmental Permitting and Mitigations Wetland Delineation Environmental Permitting Strategy Regulatory Permit Applications Cultural Resources Contract Management General Project Management	17	24	0	16	64	0	48	0	168 0 0 0 0 0 0 0 0 0 0 0 0 0	\$35,989 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0	
1.4 1.5 1.6 1.7 1.8 1.9 1.10 1.11 1.12 1.13 Task 2 2.1 2.2 2.3 2.4 2.5 Reimbursa General Exp	Existing Conditions Mapping Hydrology Assessment Geotechnical Assessment Roadway and Track Crossing Assessment Riparian and Waterway Crossing Assessment Design Refinement (30%) GO 88B Public Utilities Prepare Plans 50% PSE 75% PSE 95% PSE 00treach Encroachment Permits Final Submittal Contract Management General Project Management QA/QC Meetings Task 1 Preliminary Engineering Subtotal: Environmental Permitting and Mitigations Wetland Delineation Environmental Permit Strategy Regulatory Permit Applications Cultural Resources Contract Management QA/QC Meetings 2 Environmental Permitting and Mitigations Subtotal: Total Base Labor Expenses: Salary Escalation: tble Expenses penses	17	24	0	16	64	0	48	0	168 0 0 0 0 0 0 0 0 0 0 0 0 0	\$35,989 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0	
1.4 1.5 1.6 1.7 1.8 1.9 1.10 1.11 1.12 1.13 Task 2 2.1 2.2 2.3 2.4 2.5 Reimbursa General Exp Other Total Rei	Existing Conditions Mapping Hydrology Assessment Geotechnical Assessment Roadway and Track Crossing Assessment Riparian and Waterway Crossing Assessment Design Refinement (30%) GO 88B Public Utilities Prepare Plans 50% PSE 75% PSE 95% PSE 0utreach Encroachment Permits Final Submittal Contract Management General Project Management QA/QC Meetings Task 1 Preliminary Engineering Subtotal: Environmental Permitting and Mitigations Wetland Delineation Environmental Permit Strategy Regulatory Permit Applications Cultural Resources Contract Management General Project Management General Project Management Subtotal: Environmental Permitting Strategy Regulatory Permit Applications Cultural Resources Contract Management General Project Management Genera	17	24	0	16	64	0	48	0	168 0 0 0 0 0 0 0 0 0 0 0 0 0	\$35,989 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0	
1.4 1.5 1.6 1.7 1.8 1.9 1.10 1.11 1.12 1.13 Task 2 2.1 2.2 2.3 2.4 2.5 Reimbursa General Exp Other Total Rei	Existing Conditions Mapping Hydrology Assessment Geotechnical Assessment Roadway and Track Crossing Assessment Riparian and Waterway Crossing Assessment Design Refinement (30%) GO 88B Public Utilities Prepare Plans 50% PSE 75% PSE 95% PSE 00treach Encroachment Permits Final Submittal Contract Management General Project Management QA/QC Meetings Task 1 Preliminary Engineering Subtotal: Environmental Permitting and Mitigations Wetland Delineation Environmental Permit Strategy Regulatory Permit Applications Cultural Resources Contract Management QA/QC Meetings 2 Environmental Permitting and Mitigations Subtotal: Total Base Labor Expenses: Salary Escalation: tble Expenses penses	17	24	0	16	0 64 Task	0 0	48 0 48	0 0	168 0 0 0 0 0 0 0 0 0 0 0 0 0	\$35,989 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0	

IV	ARIN COUNTY PATHWAY DESIGN AND	Cinquini and Passarino Surveying									
	PERMITTING										
	SUMMARY OF SUBCONSULTANT LABOR EFFORT	James Dickey PIC	Mathew Dudley, PLS Professional Land Surveyor	Derek Clark Professional Land Surveyor	Clayton Ferrari Staff Surveyor I	2 Man Field Crew Field Crew	Leslie Kirby Professional Land Surveyor	Jeff Meyer CAD Manager	Varies Staff Engineer	Total Hours	Total Base Fee
1	2022 Hourly Rate (\$/ hour)	87.34	58.92	52.00	40.00	98.73	55.12	45.00	1.00		'
	CINOUINI & PASSARINO INC. Fringe	174.24%	174.24%	174.24%	174.24%	174.24%	174.24%	174.24%	174.24%		
1	LAND SURVEYING Overhead	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%			
	Profit	10%	10%	10%	10%	10%	10%	10%	10%		
I .	Multiplier Billable Rate (Overhead & Profit) (\$/ hour)	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0		
	biliable Rate (Overnead & Profit) (\$/ flour)	263.47	177.74	156.87	120.67	297.83 Task	166.28 1: 75 Per	135.75 cent Design	3.02 an Level F	Package	\$7,366
							1: 95 Per				\$3,683
								IFC Design			\$1,841
							ironmenta				\$576
	<u> </u>		nah Ranch					i.23 (1.26 ı	miles) Tot	al Cost:	\$37,405
Task 1	Segment 4 Grant A	venue to	Olive Ave	enue MP	26.8 to 2	27 (0.26 m	niles)			1	
1.1	Preliminary Engineering Project Kickoff	1								1	\$263
1.2	Data Collection and Field Review									0	\$0
1.3	Technical Studies										
	Existing Conditions Mapping	16	32		24	48		32		152	\$31,439
	Hydrology Assessment Geotechnical Assessment	 					1			0	\$0 \$0
1.4	Roadway and Track Crossing Assessment	 					 			0	\$0 \$0
1.5	Riparian and Waterway Crossing Assessment									0	\$0
1.6	Design Refinement (30%)									0	\$0
1.7	GO 88B									0	\$0
1.8	Public Utilities									0	\$0
1.9	Prepare Plans 50% PSE									0	\$0
	75% PSE									0	\$0
	95% PSE									0	\$0
1.10	Outreach									0	\$0
1.11	Encroachment Permits									0	\$0
1.12	Final Submittal Contract Management									0	\$0
1.13	General Project Management									0	\$0
	QA/QC									0	\$0
	Meetings					40				0	\$0
Task 2	Task 1 Preliminary Engineering Subtotal: Environmental Permitting and Mitigations	17	32	0	24	48	0	32	0	153	\$31,703
2.1	Wetland Delineation						1			0	\$0
2.2	Environmental Permitting Strategy									0	\$0
2.3	Regulatory Permit Applications									0	\$0
2.4	Cultural Resources									0	\$0
2.5	Contract Management General Project Management									0	\$0
	QA/QC									0	\$0
	Meetings									0	\$0
Task	2 Environmental Permitting and Mitigations Subtotal: Total Base Labor Expenses:	0 17	0 32	0	0 24	0 48	0	0 32	0	0 153	\$0 \$31,703
	Salary Escalation:	ı									\$571
	able Expenses										# 500
General Ex Other	Regulatory Permit Applications										\$500 \$800
Total Re	imbursable Expenses:	ļ.									\$1,300
Total Cir	nquini and Passarino Fee										\$33,573
							1: 30 Per		_		\$13,055
							1: 50 Per				\$8,159 \$6,528
							1: 95 Per				\$3,264
							Task 1:	IFC Design	gn Level F	Package	\$1,632
							ironmenta	l Permitti	ng and Mi	itigation	\$935
			nent 4 Gra					•	miles) Tot	al Cost:	\$33,573
	Segment 5 Olive Avenue	to Rush	Creek Pl	ace MP 2	7.85 to N	IP 28.5 (0).38 miles)			
1.1	Preliminary Engineering Project Kickoff	1								1	\$263
1.1	Data Collection and Field Review	- ' -					 			0	\$263 \$0
1.3	Technical Studies						L				+*
	Existing Conditions Mapping	16	12		16	56		50		150	\$31,745
	Hydrology Assessment	<u> </u>								0	\$0 \$0
1.4	Geotechnical Assessment Roadway and Track Crossing Assessment	-	-				-			0	\$0 \$0
1.5	Riparian and Waterway Crossing Assessment	l								0	\$0 \$0
1.6	Design Refinement (30%)									0	\$0
1.7	GO 88B			-						0	\$0
1.8	Public Utilities Prepare Plans]			0	\$0
1.9	50% PSE	 								0	\$0
	100% PSE									0	\$0
											100 00
1.10	Outreach CSW Stuber-Stroeh Engineering Group	<u> </u>	nent CV-						L_Page	L24/0f	136 \$0

N	MARIN COUNTY PATHWAY DESIGN AND	Cinquini and Passarino									
	PERMITTING	Surveying									
	SUMMARY OF SUBCONSULTANT LABOR EFFORT	James Dickey PIC	Mathew Dudley, PLS Professional Land Surveyor	Derek Clark Professional Land Surveyor	Clayton Ferrari Staff Surveyor I	2 Man Field Crew Field Crew	Leslie Kirby Professional Land Surveyor	Jeff Meyer CAD Manager	Varies Staff Engineer	Total Hours	Total Base Fee
<u>†</u>	2022 Hourly Rate (\$/ hour)		58.92	52.00	40.00	98.73	55.12	45.00	1.00		
	CINOTIBIL & PARSADING INC	174.24%	174.24%	174.24%	174.24%	174.24%	174.24%	174.24%	174.24%		
4	CINQUINI & PASSARINO INC. LAND SURVEYING Overhead	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%			
	Profit	10%	10%	10%	10%	10%	10%	10%	10%		
	Multiplier	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0		
↓	Billable Rate (Overhead & Profit) (\$/ hour)		177.74	156.87	120.67	297.83	166.28	135.75	3.02		
1.11	Encroachment Permits	1								0	\$0
1.12	Final Submittal									0	\$0
1.13	Contract Management										
	General Project Management									0	\$0
	QA/QC									0	\$0
	Meetings									0	\$0
	Task 1 Preliminary Engineering Subtotal:	17	12	0	16	56	0	50	0	151	\$32,009
Task 2	Environmental Permitting and Mitigations										
2.1	Wetland Delineation									0	\$0
2.2	Environmental Permitting Strategy									0	\$0
2.3	Regulatory Permit Applications									0	\$0
2.4	Cultural Resources									0	\$0
2.5	Contract Management										
	General Project Management									0	\$0
	QA/QC									0	\$0
	Meetings									0	\$0
Task	2 Environmental Permitting and Mitigations Subtotal:		0	0	0	0	0	0	0	0	\$0
	Total Base Labor Expenses:		12	0	16	56	0	50	0	151	\$32,009
D. J. J	Salary Escalation:										\$576
	able Expenses										\$ 500
General Ex											\$500
Other	Regulatory Permit Applications imbursable Expenses:	<u> </u>									\$800 \$1.300
	nguini and Passarino Fee										\$33,885
· Otal Oli	nyann ana i assaimo i ee					Tack	1: 30 Doz	cent Desig	n Level F	Packago	. ,
								cent Desig			\$8,237
								cent Desig			\$6,589
								cent Desig			\$3,295
						Tusk		IFC Design			\$1,647
					Total Ta	sk 2: Envi		l Permittii			\$938
	Seam	nent 5 Oliv	e Avenue	to Rush (<u> </u>	_	\$33,885
	ocyn	0 0111	- 7 o ac	raon (50K 1 10C			.5.5 (5.50)		000 t.	ψου,σοσ

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 Pare 31 Contact Cost Principles and Procedures
- 5. 23 Code of Federal Regulations Part 172 Procurement, Management, and Administration of Engineering and Designee Related Services
- 6 48 Code of Federal Regulations Par 9904 Cost Accounting Standards Board (when applicable)



March 16, 2022

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

SUBJECT: Approve extending the reduction of fare prices and allow free parking at SMART designated park-n-rides through August 2022.

Dear Board Members:

RECOMMENDATION:

Approve Resolution No. 2022-07 extending the reduction in fares that was approved by the Board of Directors in the Fiscal Year 2022 budget through August 2022. In addition, we are recommending that commuters who use the SMART parkn-ride lots be allowed to park for free through August 2022.

SUMMARY:

Based on listening sessions held in the Fall of 2020 and Spring of 2021 and the desire to encourage the public to ride transit, the Board reduced fares in May of 2021. The fares were reduced approximately 40% with the 31-day pass being reduced even further. Due to the continued effects of the pandemic and the recent spike in fuel prices, it is even more critical that we be able to provide a cost-effective alternative to the single occupancy vehicle.

The current fare reduction is scheduled to expire at the end of May 2022. Staff is recommending that the reductions in fares continue through August 2022. In addition, we are recommending that parking at the following SMART park-n-ride locations be free through August 2022. The locations are Sonoma County Airport, Rohnert Park, Petaluma Downtown, Novato San Marin, Novato Hamilton, and Larkspur park-n-rides. The current fee is \$2/ day or \$20/ month.

FISCAL IMPACT: The reduction in fares has already been assumed in the Fiscal Year 2022 budget. It is estimated that continuing the reduction in fare prices will result in an approximate loss of \$110,000 between July 1, 2022, and August 31, 2022, and the loss of parking revenue will be approximately \$6,600 for March 17th – August 31st for a total estimated loss of revenue of \$116,600.

Very truly yours,

/s/ Heather McKillop Chief Financial Officer

Attachment(s): Resolution No. 2022-07

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

Chris Coursey

Sonoma County Board of Supervisors

Debora Fudge

Sonoma County Mayors' and Councilmembers Association

Patty Garbarino

Golden Gate Bridge, Highway/Transportation District

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

Resolution No. 2022-07 Sonoma-Marin Area Rail Transit District March 16, 2022

RESOLUTION OF THE BOARD OF DIRECTORS OF THE SONOMA-MARIN AREA RAIL TRANSIT DISTRICT, STATE OF CALIFORNIA, EXTENDING REDUCED FARES TO AUGUST 2022 AND SUSPENDING PARKING FEES AT ALL SMART OWNED AND OPERATED PARK-N-RIDES

WHEREAS, the Board of Directors ("Board") originally adopted a fare structure in February 2015, March 2015, August 2015, June 2016 and January 2017; and

WHEREAS, in the adoption of the Fiscal Year 2021-2022 budget Resolution No. 2021-11, the Board approved lowering the fares by approximately 40% until May 2022; and

WHEREAS, parking fees are currently charged at Sonoma County Airport, Rohnert Park, Petaluma Downtown, Novato San Marin, Novato Hamilton, and Larkspur park-n-ride in the amount of \$2/ day or \$20/ month; and

WHEREAS, the Board would like to extend the lower fares and suspend parking fees at the SMART owned park-n-rides cited above through August 2022; and

NOW, THEREFORE, BE IT RESOLVED that the Board approves that extension of the lower fares as adopted in the Fiscal Year 2021-2022 budget and in additiona suspends parking fees in SMART owned park-in-rides through August 2022.

PASSED AND ADOPTED at a regular meeting of the Board of Directors of the Sonoma-Marin Area Rail Transit District held on the 16th day of March, 2022, by the following vote:

DIRECTORS:	
AYES:	
NOES:	
ABSENT:	
ABSTAIN:	
	David Rabbitt, Chair, Board of Directors Sonoma-Marin Area Rail Transit District
ATTEST:	
Leticia Rosas-Mendoza, Clerk of t	
Sonoma-Marin Area Rail Transit [715ti ict



March 16, 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

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Eddy Cumins

General Manager

5401 Old Redwood Highway

Suite 200

Petaluma, CA 94954 Phone: 707-794-3330 Fax: 707-794-3037

www.sonomamarintrain.org

Sonoma-Marin Area Rail Transit Board of Directors

5401 Old Redwood Highway, Suite 200

Petaluma, CA 94954

SUBJECT: Planning for the Future

Dear Board Members:

RECOMMENDATION: Discuss/Approve Vision Statement, Mission

Statement, and Objectives

SUMMARY:

At the January 19th Board Meeting, the General Manager gave a Planning for the Future presentation. Thereafter, Chairman David Rabbitt, Vice Chair Barbara Pahre, Director Judy Arnold, Director Kate Colin, Director Eric Lucan, Director Chris Rogers participated in developing vision and

mission statement options and objectives.

On March 2, 2022, the General Manager presented recommendations for the vision statement, mission statement and objectives for approval by the SMART Board of Directors. After discussion and hearing public feedback, the Board of Directors directed staff to further refine the recommended

statements.

This presentation will provide updated recommendations for the vision statement, mission statement, and objectives for approval by the SMART

Board of Directors.

Very truly yours,

/s/

Eddy Cumins

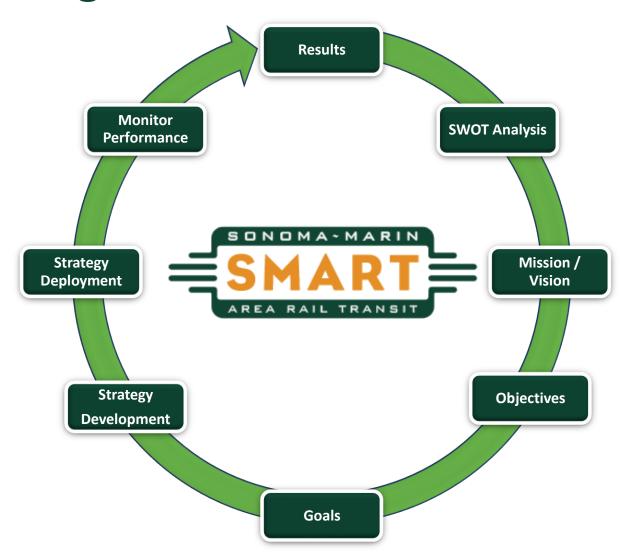
General Manager

Attachment(s): Planning for the Future Presentation

Planning For The Future March 16, 2022



Planning Model



Vision:

Smarter Transportation for a Smarter Future

SMART envisions an innovative transportation system that provides integrated mobility solutions, promotes sustainable growth, and enhances quality of life.

Mission: Connecting Communities
SMART provides safe, reliable, and environmentally responsible transportation options.

Ridership

Pathways

Extensions

Freight

Values: * Safety * Integrity * Stewardship * Continuous Improvement



Vision:

Smarter Transportation for a Smarter Future

SMART envisions an innovative transportation system that provides integrated mobility solutions, promotes sustainable growth, and enhances quality of life.

Mission: We Connect Communities

SMART provides safe, reliable, and environmentally responsible transportation options.

Ridership

Pathways

Extensions

Freight

Values: * Safety * Integrity * Stewardship * Continuous Improvement



Vision:

Smarter Transportation for a Smarter Future

SMART envisions an innovative transportation system that provides integrated mobility solutions, promotes sustainable growth, and enhances quality of life.

Mission: #WeConnectCommunities

SMART provides safe, reliable, and environmentally responsible transportation options.

Ridership

Pathways

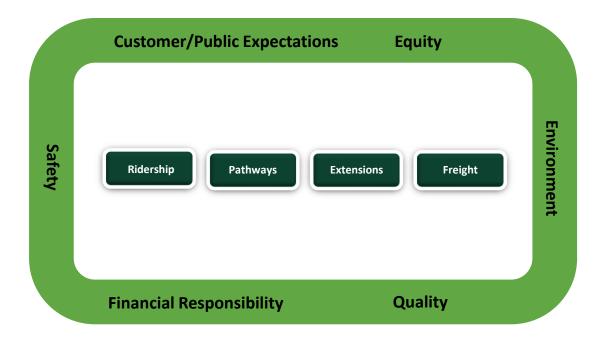
Extensions

Freight

Values: * Safety * Integrity * Stewardship * Continuous Improvement



Strategic Objectives





Next Steps

SMART Staff

- Solicit public feedback
- Develop goals and strategy
- Present recommended goals and strategy to SMART Board of Directors for approval
- Deploy strategy
- Monitor performance
- Achieve desired results





www.SonomaMarinTrain.org











Customer Service:

