



AGENDA ITEM 11

Sonoma-Marin Area Rail Transit
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GENERAL MANAGER
Eddy Cumins

October 21, 2026

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

SUBJECT: Adopt Resolution 2026-36 to Award an Early Works Package Phase II Amendment (CV-DB-25-001-2) for the final design and construction of a portion of the Healdsburg Extension Project to Contract No. CV-DB-25-001 with Stacy and Witbeck/Herzog, A Joint Venture in the amount of \$190,537,469.

Dear Board Members:

RECOMMENDATION:

Adopt Resolution No. 2026-36 authorizing the General Manager to Award an Early Works Package Phase II Amendment (CV-DB-25-001-2) to Contract No. CV-DB-25-001 with Stacy and Witbeck/Herzog, A Joint Venture in the amount of \$190,537,469 to complete final design and construction of civil and systems work from the terminus at Windsor Station (MP 63) to Front Street (MP 67.75) as part of the Healdsburg Extension Project.

SUMMARY:

SMART Staff and the Progressive Design-Build Entity have been advancing the design of the Healdsburg Extension Project, conducting field investigations, and pursuing regulatory permits. This Phase II Amendment No. CV-DB-25-001-2 will authorize final design and construction of civil and systems work from the terminus at Windsor Station (MP 63) to Front Street (MP 67.75).

BACKGROUND:

The Board approved Progressive Design-Build Phase I Agreement No. CV-DB-25-001 with Stacy and Witbeck/Herzog, A Joint Venture (SWH) for the design of the Healdsburg Extension Project on September 17, 2025. The Agreement is for the design up to a 65% level. The Progressive Design-Build contracting model allows the design team, contractor, and owner to develop the design of the Healdsburg Extension with a contractor's eye on constructability and the owner's eye on operational considerations and budget. This contracting method allows the team to align on assumptions and reduce cost risks to the project by aligning the project approach throughout the design process. The contract provides for Phase II work packages to be executed to advance completion of the project.

This Early Works Package 2 (EWP2) Phase II Amendment No. CV-DB-25-001-2 will complete final design work to produce construction documents and construct the track, train control system and pathway between Windsor Station and Front Street in Healdsburg. The work includes procurement of two large railroad steel bridges

that are long lead items involving preparation of detailed shop fabrication drawings, ordering steel, and performing fabrication. The bridges are a through truss style over the Russian River and a through girder style over Old Redwood Highway. In the case over the Russian River, the regulatory agencies are limiting work in the river from June 15th through October 15th. Thus, it is imperative that we advance the work now to make the in-water work windows.

SMART formally requested the Progressive Design-Build Entity to submit a Guaranteed Maximum Price (GMP) for this EWP2. SMART enlisted its Independent Cost Estimator to independently estimate the work concurrently. SMART received the independent cost estimate from its Consultant prior to SWH's submission of their initial GMP. SWH submitted an initial GMP for this work in the amount of \$224,601,234. Using the independent cost estimate as a baseline, SMART opened negotiation with SWH. Following negotiations, SWH submitted a revised GMP of \$190,537,469 for the Phase II Amendment No. CV-DB-25-001-2. SMART evaluated the revised GMP and determined the revised GMP to be fair and reasonable for the work. This GMP includes a lengthened through girder railroad bridge over Old Redwood Highway to accommodate the County of Sonoma's plans to widen the roadway and the County has agreed to pay for the cost of the lengthened bridge in an amount of \$3,950,915. Therefore, the actual cost to SMART for the Phase II Amendment work included is \$186,586,554.

SMART has secured funding for this project from the Federal Railroad Administration (FRA) and Federal Transit Administration (FTA), the State of California, the Metropolitan Transportation Commission (MTC), the Sonoma County Transportation and Climate Authority (SCTCA) and the County of Sonoma. The State of California has provided 73% of the grant funds secured for this project from multiple statewide discretionary grant competitions, including programs where Caltrans nominated this project and submitted the grant request on behalf of SMART. State funds are from Senate Bill 1 (SB1) Solutions for Congested Corridors Program, the SB1 Local Partnership Program and from the Transit and Intercity Rail Capital Program.

Staff recommends adopting Resolution No. 2026-36 authorizing the General Manager to award Early Works Package 2 Phase II Amendment No. CV-DB-25-001-2 to Agreement No. CV-DB-25-001 with Stacy and Witbeck/Herzog, A Joint Venture in the amount of \$190,537,469 to perform final design and construction of civil and systems work from the terminus at Windsor Station (MP 63) to Front Street (MP 67.75) for a new total Agreement amount, inclusive of the Phase I Agreement No. CV-DB-25-001, Phase II Amendment No. CV-DB-25-001-1, and this Phase II Amendment No. CV-DB-25-001-2 of \$213,784,958.39. The term of the Phase II Amendment is until March 31, 2029.

FISCAL IMPACT: A full funding plan has been developed for the project. A budget amendment preceding this item increased the fiscal year funding to plan for costs associated with this work in FY27.

Very truly yours,

/s/

Bill Gamlen, P.E. Chief Engineer

Attachments: 1.) Resolution No. 2026-36
 2.) Phase II Amendment No. CV-DB-25-001-2

*On File with Clerk: 1.) Exhibit G - Federal Wage Determination
2.) Exhibit H – Supplemental Conditions
3.) Exhibit I – General Conditions
4.) Exhibit J – Program Requirements
5.) Exhibit K – Technical Specifications
6.) Exhibit L – Plans

*These items are *available upon request*.

RESOLUTION OF THE BOARD OF DIRECTORS OF THE SONOMA-MARIN AREA RAIL TRANSIT DISTRICT APPROVING EARLY WORKS PACKAGE 2 PHASE II AMENDMENT NO. CV-DB-25-001-2 TO THE PROGRESSIVE DESIGN-BUILD CONTRACT NO. CV-DB-25-001 WITH STACY AND WITBECK/HERZOG, A JOINT VENTURE TO COMPLETE FINAL DESIGN AND CONSTRUCTION OF A PORTION OF THE HEALSBURG EXTENSION PROJECT FROM WINDSOR STATION (MP 63) TO FRONT STREET (MP 67.75)

WHEREAS, The Sonoma-Marin Area Rail Transit District (SMART) executed a Progress Design-Build Contract (Contract No. CV-DB-25-001) with Stacy and Witbeck/Herzog, A Joint Venture (Contractor) on September 17, 2025 for Phase I activities consisting of engineering design up to a 65% level; and

WHEREAS, SMART and the Contractor have completed field investigations and prepared preliminary engineering documents; and

WHEREAS, SMART and the Contractor have completed an open-book cost estimation exercise for the completion of final design and construction of the project; and

WHEREAS, SMART and the Contractor have determined that it is necessary to advance an Early Works Package 2 (EWP2) to complete final design and construction of the Healdsburg Extension Project from Windsor Station (MP 63) to Front Street (MP 67.75) in Healdsburg to maintain the project schedule and procure long lead steel bridges; and

WHEREAS, SMART formally requested a Guaranteed Maximum Price (GMP) for this Early Works Package 2 work, Contractor submitted a GMP, and SMART and Contractor successfully negotiated a fair and reasonable price for this Early Works Package Phase II Amendment No. CV-DB-25-001-2 using an open-book cost reconciliation process to complete final design and construction of a portion of the Healdsburg Extension Project from Windsor Station (MP 63) to Front Street (MP 67.75) in Healdsburg; and

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

1. The foregoing Recitals are true and correct and are incorporated herein and form and part

of this Resolution.

2. The General Manager is authorized to execute Early Works Package 2 Phase II Amendment No. CV-DB-25-001-2 to Agreement No. CV-DB-25-001 with Stacy and Witbeck/Herzog, A Joint Venture in the amount of \$190,537,469 for a new total Agreement amount, inclusive of the Phase I Agreement No. CV-DB-25-001, Phase II Amendment No. CV-DB-25-001-1, and this Phase II Amendment No. CV-DB-25-001-2 of \$213,784,958.39.

PASSED AND ADOPTED at a regular meeting of the Board of Directors of the Sonoma-Marín Area Rail Transit District held on the 21st day of October 2026, by the following vote:

DIRECTORS:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

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

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

PHASE II AMENDMENT

This Phase II Amendment (“Amendment”), dated as of October 21, 2026 (“Effective Date”) is by and between the Sonoma-Marín Area Rail Transit District, a Special District of the State of California (hereinafter “SMART”), and Stacy and Witbeck/Herzog, A Joint Venture, whose place of business is located at 2800 Harbor Bay Parkway, Alameda, CA 94502 under California Contractor’s License Number 959024 and Department of Industrial Registration Number 1000033290 (hereinafter “Progressive Design-Build Entity” or “PDBE”) (each a “Party” and collectively the “Parties”).

RECITALS

WHEREAS, following the Request for Qualifications (RFQ”) process for the Healdsburg Extension Project (the “Project”), the PDBE and SMART entered into the Phase I Agreement (the “Agreement”) (Agreement No. CV-DB-25-001) effective September 17, 2025, as modified by this Phase II Amendment No. CV-DB-25-001-2, (collectively, the “Progressive Design-Build Contract” or the “Progressive DB Contract”); and

WHEREAS, the Phase I Work includes designing and engineering for the Healdsburg Project (“the Project”) and support for the design and construction of civil, structures, systems, and architectural improvements for the Project; and

WHEREAS, the Phase I Work includes preparation and submittal to SMART of a Guaranteed Maximum Price Proposal (or, “GMP Proposal”) for the Phase II Work described herein; and

WHEREAS, SMART desired to enter into this Phase II Amendment CV-DB-25-001-2 to complete final design and construction of civil and systems work from the terminus at Windsor Station (MP 63) to Front Street (MP 67.75); and

WHEREAS, in accordance with the terms of the Agreement, PDBE submitted, and SMART evaluated, the GMP Proposal for the Phase II Amendment; and

WHEREAS, following evaluation and negotiation of the GMP Proposal for this Phase II Amendment, SMART and PDBE desire to modify Agreement No. CV-DB-25-001 by this Phase II Amendment No. CV-DB-25-001-2; and

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

AGREEMENT

ARTICLE 1. RECITALS

Section 1.01 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 E: Phase II Scope of Work;
- (b) Exhibit F: GMP Proposal; and
- (c) Exhibit G: Federal Wage Determination; and
- (d) Exhibit H: Supplemental Conditions.
- (e) Exhibit I: General Conditions.
- (f) Exhibit J: Program Requirements.
- (g) Exhibit K: Technical Specifications.
- (h) Exhibit L: Plans.

ARTICLE 3. ENTIRE AGREEMENT

Section 3.01 The Progressive DB Contract includes the Agreement, including all exhibits, modifications, and amendments thereto, and this Amendment, including all exhibits, amendments, and change orders thereto and all provisions required by law to be inserted in the Progressive DB Contract whether actually inserted or not.

Section 3.02 This Amendment, including any exhibits, amendments, and change orders thereto; the Agreement; the Notices to Proceed (“NTP”); and any other documents listed below constitute the entire Progressive DB Contract between the Parties with respect to the subject matter. However, in the event of conflict between the terms of this Amendment and the referenced documents, the conflict shall be resolved in accordance with the following order of precedence:

- (a) This Amendment, including any amendments and change orders thereto, if executed;
- (b) Exhibit C: FRA and DOT Requirements;
- (c) Exhibit E: Phase II Scope of Work;
- (d) Exhibit F: GMP Proposal;
- (e) Exhibit G: Federal Wage Determination;
- (f) Exhibit H: Supplemental Conditions;
- (g) Exhibit I: General Conditions;
- (h) Exhibit J: Program Requirements;

- (i) Exhibit K: Technical Specifications
- (j) Exhibit L: Plans
- (k) SMART Design Criteria Manual, Reissued February 26, 2025;
- (l) The payment and performance bonds;
- (m) Any earlier amendment to the Phase I Agreement No. CV-DB-25-001;
- (n) Phase I Agreement No. CV-DB-25-001;
- (o) The NTPs.

Section 3.03 Notwithstanding the order of precedence set out in the Progressive DB Contract to the extent the GMP Proposal include statements, provisions, or concepts that can reasonably be interpreted as offering to (a) provide higher quality goods or materials than otherwise required by Progressive DB Contract or the other exhibits to the Progressive DB Contract, or (b) perform services or meet standards in addition to or better than otherwise required by the Progressive DB Contract or the other exhibits to the Progressive DB Contract, the PDDBE's obligations under this Progressive DB Contract include compliance with all such statements, provisions, and concepts of the GMP Proposal.

ARTICLE 4. DEFINITIONS

Section 4.01 Initially capitalized terms used throughout this Amendment shall have the meaning set forth in the Agreement and in the Exhibit I General Conditions ("GC") 1.3.

ARTICLE 5. WORK.

Section 5.01 PDDBE shall complete all work specified in Exhibit E – Phase II Scope of Work, in accordance with the Progressive DB Contract.

ARTICLE 6. NOTICES TO SMART.

Section 6.01 SMART has designated **Michael Wiltermood**, Project Manager, to act as SMART's Representative(s), who will represent SMART in performing SMART's duties and responsibilities and exercising SMART's rights and authorities in this Amendment. SMART may change the individual(s) acting as SMART's Representative(s), or delegate one or more specific functions to one or more specific SMART's Representatives, including without limitation engineering, architectural, inspection and general administrative functions, at any time with written notice and without liability to PDDBE. Each SMART Representative is the beneficiary of all PDDBE obligations to SMART, including without limitation, all releases and indemnities.

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

Project Manager: Michael Wiltermood, P.E.
Phone: 707-285-8188
Email: mwiltermood@sonomamarintrain.org

ARTICLE 7. CONTRACT TERM AND LIQUIDATED DAMAGES.

Section 7.01 Contract Term and Notice to Proceed. The Phase II Work shall be substantially complete (“Substantial Completion”) no later than October 31, 2028 following the issuance of the Notice to Proceed. The PDBE shall have achieved Final Acceptance no later than March 31, 2029 following Substantial Completion.

Section 7.02 The Substantial Completion or Final Acceptance dates may be amended by a Change Order. PDBE shall not do any Phase II Work at the Site prior to issuance of the Amendment NTP. PDBE shall complete the Work so that a Final Inspection Report can be issued.

Section 7.03 Liquidated Damages.

- (a) SMART and PDBE recognize that time is of the essence and that SMART will suffer financial loss, if all or any part of the Phase II Work is not completed by the Substantial Completion or Final Acceptance dates, as set forth in Exhibit H Supplemental Conditions (“SC”) 8.4.1(a), plus any extensions thereof allowed in accordance with the Progressive DB Contract. SMART shall incur damages that are incapable of accurate measurement because of, among other things, the unique nature of the Project and the unavailability of a substitute for it. Such damages include loss of use, enjoyment, and benefit of the Project; injury to the credibility and reputation of SMART’s transportation improvement program with policy makers and with the general public who depend on and expect availability of service on the Project, which injury to credibility and reputation may directly result in loss of ridership on the Project; and additional costs of administering the Progressive DB Contract (including engineering, legal, accounting, overhead, and other administrative costs).
- (b) The Parties intend for the Liquidated Damages identified herein to constitute “liquidated damages” as such term is used in Government Code section 53069.85 to the extent said statute may apply, and to constitute “stipulated damages” to the extent that said statute is not applicable; and the Liquidated Damages do not constitute a penalty.
- (c) Liquidated damages for delay shall only cover Project administrative (such as Project management and consultant expenses) and cost damages suffered by SMART as a result of delay. Liquidated damages shall not cover the cost of completion of the Work, damages resulting from Defective Work, lost revenues, or damages suffered by others who then seek to recover their damages from SMART (for example, delay claims of other contractors, subcontractors, tenants, or other third-parties), and defense costs thereof.

- (d) The liquidated damages shall commence on the Substantial Completion or Final Acceptance date, as applicable, and shall continue to accrue until the actual Substantial Completion or Final Acceptance date, as applicable, or until termination of this Progressive DB Contract. Such liquidated damages shall constitute SMART's sole right to monetary damages for delay to Substantial Completion or Final Acceptance, as applicable.
- (e) The application of liquidated damages under this Section 7.03 shall not: (i) liquidate the PDBE's liability under the indemnification provisions of Article 12 of the Agreement, even though third-party claims against SMART may arise out of the same event, breach, or failure that gives rise to the liquidated damages; or (ii) limit SMART's rights to terminate the Progressive DB Contract under GC 8.8.
- (f) SMART may, from time to time, deduct liquidated damages from any monies due or that may become due the PDBE under the Progressive DB Contract. SMART is not obligated, however, to make such a deduction or to provide notice thereof. If such deducted monies are insufficient to recover the liquidated damages owing, the PDBE or the PDBE's surety or sureties shall pay to SMART any deficiency within 30 days after completion of the Work.

ARTICLE 8. CONTRACT PRICE.

Section 8.01 The Guaranteed Maximum Price (GMP) for the Phase II Work included in this Phase II Amendment is \$190,537,469, which is inclusive of all direct costs, any allowances, indirect costs, and profit.

Section 8.02 SMART will pay PDBE for, and PDBE shall accept payment as per Article 9 below; provided, however, that the sum of the actual cost of the Phase II Work shall not exceed the GMP stated above, or as adjusted from time to time as provided in this Amendment.

Section 8.03 If the cost for completing all Phase II Work is less than the GMP, the PDBE may be entitled to a share of the cost savings pursuant to a mutually agreed upon incentive program.

Section 8.04 If SMART issues a Change Order either increasing or decreasing the GMP during the term of this Phase II Amendment, the General Administrative & Overhead and Fixed Fee ("Profit") shall be equitably adjusted per the terms of the Phase I Agreement, Exhibit B Schedule of Rates.

ARTICLE 9. PAYMENT

Section 9.01 Payment shall be made on a monthly basis for work completed as per the Exhibit F "GMP Proposal".

Section 9.02 PDBE and SMART acknowledge that the GMP contains Allowances. Allowances can only be used for the Allowance Work and up to the Allowance Amount established in the GMP Proposal (*see* Exhibit F). Allocations of Allowance Amounts that

remain unused upon SMART's final acceptance of the project shall be distributed as follows: 50% to SMART and 50% to the PDBE ("Incentive Program").

Section 9.03 Any payments for Allowances under this Amendment are subject to the terms of this Article 9. Before PDBE performs any Allowance Work, PDBE shall submit an itemized written estimate for work being claimed under the Allowance to SMART for review and written approval.

Section 9.04 Each Allowance Amount shall be adjusted to the actual amount paid by PDBE for the Allowance Work performed; provided, however, that the Allowance Amount shall not be overrun. If the accepted payments under the applicable Allowance reach 75% of the Allowance Amount and PDBE anticipates that known Allowance Work will exceed the Allowance Amount, PDBE shall notify SMART that additional quantities of the Allowance Work will be required, and submit a proposed cost to complete the Allowance Work in excess of the applicable Allowance Amount. If SMART agrees, a Change Order will be issued to PDBE revising the Allowance Amount and the GMP. No payment will be made for an Allowance after expenditure of 100% of the Allowance Amount without a Change Order.

ARTICLE 10. PDBE REPRESENTATIONS.

Section 10.01 In order to induce SMART to enter into this Phase II Amendment, PDBE makes the following representations and warranties:

- (a) PDBE has visited the Site and has examined thoroughly and understood the nature and extent of the Progressive DB Contract, Phase II Work, Site, locality, actual conditions, as-built conditions, all local conditions, and all federal, state and local laws and regulations that in any manner may affect cost, progress, performance, or furnishing of Phase II Work or which relate to any aspect of the means, methods, techniques, sequences, or procedures of construction to be employed by PDBE and safety precautions and programs incident thereto and as needed to evaluate and assess all pertinent existing conditions applicable to the Work, and is satisfied as to its ability and intention to conduct and complete the Work required in the GMP Proposal on the terms and conditions stated in the Progressive DB Contract. In particular, the PDBE certifies that it has reviewed the requirements for the format and detail of records to be maintained at all times during the performance of Work, and that it has instituted or will implement the preparation and maintenance of all such records.
- (b) PDBE has examined thoroughly and understood all reports of exploration and tests of subsurface conditions, as-built drawings, drawings, products specifications or reports of physical conditions, including Underground Facilities, or which may appear in the Drawings. PDBE accepts the determination set forth in this Amendment, inclusive of all exhibits, of the limited extent of the information contained in such materials upon which PDBE may be entitled to rely. PDBE agrees that, except for the information so identified, PDBE does not and shall not rely on any other information contained in such reports and drawings.

- (c) PDBE has conducted or obtained and has understood all such examinations, investigations, explorations, tests, reports and studies (in addition to or to supplement those referred to in the Phase I Agreement) that pertain to the subsurface conditions, as-built conditions, Underground Facilities and all other physical conditions at or contiguous to the Site or otherwise that may affect the cost, progress, performance or furnishing of the Phase II Work, as PDBE considers necessary for the performance or furnishing of the Phase II Work at the GMP, within the Contract Time and in accordance with the other terms and conditions of the Progressive DB Contract and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by PDBE for such purposes.
- (d) PDBE has correlated its knowledge and the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Progressive DB Contract.
- (e) PDBE has given SMART prompt written notice of all conflicts, errors, ambiguities, or discrepancies that it has discovered in or among the Progressive DB Contract and as-built drawings and actual conditions and the written resolution thereof through amendments or change orders issued by SMART is acceptable to PDBE.
- (f) PDBE is duly organized, existing and in good standing under applicable state law, and is duly qualified to conduct business in the State of California.
- (g) PDBE has duly authorized the execution, delivery and performance of this Amendment, the other documents included in the Progressive DB Contract, and the Phase II Work to be performed herein. Further, the PDBE represents and warrants that the Progressive DB Contract does not violate or create a default under any instrument, agreement, order or decree binding on PDBE.

Section 10.02 PDBE has listed the following Subcontractors pursuant to the Subcontractor Listing Law, California Public Contract Code §4100 *et seq.*:

Subcontractor Name & Physical Location	Description of Work: Reference to GMP Proposal Items	Contractor's License No.	California Department of Industrial Relations Registration Number
Alhborn Fence & Steel, Inc 1230 Century Court Santa Rosa CA 95403	Guideway Fencing and Gates	793504	1000001160
Cinquini & Passarino 1360 North Dutton Avenue, Suite 150 Santa Rosa, CA 95401	Surveying	N/A	1000003267
Foundation Constructors, Inc. 81 Big Break Rd. Oakley, CA 94561	Russian River Piledriving and cofferdam installation/removal	270761	1000005585
Ghilotti Bros., Inc. 525 Jacoby Street San Rafael, CA 94901	Grade Crossing Civil Demo, Earthwork, and Reconstruction	132128	1000001037

Subcontractor Name & Physical Location	Description of Work: Reference to GMP Proposal Items	Contractor's License No.	California Department of Industrial Relations Registration Number
Ghilotti Construction Company, Inc. 246 Ghilotti Avenue Santa Rosa, CA 95407	Guideway earthwork, including retaining walls between NMP and SMART tracks, and selected drainage culverts, NMP grading and paving	644515	1000003044
KWH Constructors 1105 12th Ave NW, Suite A-1A Issaquah, WA 98027	Steel Railroad Bridge Superstructure (Russian River, Old Redwood Highway, Sargent)	1106715	2000006423
Mike Brown Electric Co. 561A Mercantile Dr. Cotati, CA 94931	Electric powerdrops, NMP lighting, Traffic Signals/Street Lights	306767	1000000469
Modern Railway Systems 8201 Southpark Lane, Ste. 200 Littleton, CO 80120	Train Control and Grade Crossing Warning System design and construction	968510	1000036133
Silverado Contractors, Inc. 2200 Powell Street, Suite 800 Emeryville, CA 94608	Russian River and Old Redwood Highway Bridge Demolition	782547	1000006758

Section 10.03 PDBE has designated **Nick Slama**, Project Manager, to act as PDBE's Representative(s), who will represent PDBE in performing PDBE's duties and responsibilities and exercising PDBE's rights and authorities under this Amendment. PDBE may change the individual(s) acting as PDBE's Representative(s), or delegate one or more specific functions to one or more specific PDBE's Representatives, at any time upon prior written notice and approval and without liability to SMART, but PDBE is limited to two representatives.

Project Manager: Nick Slama

Phone: 510-393-2520

Email: nslama@stacywitbeck.com

Superintendent:

Don Feht

Phone:

707-866-1398

Email:

dfeht@stacywitbeck.com

ARTICLE 11. INSURANCE.

Section 11.01 PDBE shall procure and maintain for the duration of this Amendment insurance against all claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Phase II Work hereunder by PDBE, its agents, representatives, employees, or subcontractors with limits and deductibles specified below:

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

- (b) Commercial General Liability Insurance. Commercial General Liability insurance covering products-completed and ongoing operations, property damage, bodily injury and personal injury using an occurrence policy form, in an amount no less than \$10,000,000 per occurrence. Said insurance shall remain in effect for five (5) years after Final Completion and acceptance of the final payment for the Work, contractual liability, and coverage for explosion, collapse, and underground hazards.

Said policy shall include a Railroads CG 24 17 endorsement removing the exclusion of coverage, if applicable, for bodily injury or property damage arising out of operations within 50 feet of any railroad property and affecting any railroad bridge, trestle, tracks, roadbeds, tunnel, underpass or crossing.

- (c) Umbrella Liability Insurance. Umbrella/excess insurance coverage shall be at least as broad as the underlying primary commercial general liability policy and also include excess coverage for any automobile liability and employer's liability exposures. Limits of liability dedicated to the Project shall be \$65,000,000 for each occurrence, \$65,000,000 annual general aggregate, and \$65,000,000 products completed operations aggregate, excess of the primary \$10,000,000 per occurrence limits for commercial general liability insurance. Defense expenses shall be in addition to the limits of liability. The PDBE is responsible for payment of all deductibles or self-insured retentions. The policy shall name the Sonoma-Marín Area Rail Transit District (SMART) and other entities designated by SMART as additional insured.
- (d) Automobile Insurance. Automobile Liability insurance covering bodily injury and property damage in an amount no less than \$10,000,000 combined single limit for each occurrence. Said insurance shall include coverage for owned, hired, and non-owned vehicles.

Said policy shall also include a CA 20 70 10 13 endorsement removing the exclusion of coverage for bodily injury or property damage arising out of operations within 50 feet of any railroad bridge, trestle, track, roadbeds, tunnel, underpass or crossing.

- (e) Professional Liability Errors & Omissions Insurance. Professional Liability insurance covering liability arising out of any negligent act, error or omission in performance of design or engineering services for the Project in an amount no less than \$10,000,000 per occurrence or claim. If the PDBE provides Design Professional Services in-house, PDBE's professional liability insurance or the equivalent is required. If any Design Professional Services are furnished by a Subcontractor, the Subcontractor shall be required to provide professional liability coverage.

The Policy shall include, or be endorsed to include, ***property damage liability coverage*** for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of SMART in the care, custody, or control of the PDBE. If not covered under the PDBE's liability policy, such "property" coverage of SMART may be endorsed onto the PDBE's Cyber Liability Policy or Technology E&O policy as covered property.

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

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

- (f) Contractor’s Pollution Liability Insurance. PDBE’s Pollution Liability Insurance in an amount no less than \$5,000,000 per occurrence or claim. The PDBE’s Pollution Liability policy shall be written on an occurrence basis with coverage for bodily injury, property damage and environmental damage, including cleanup costs arising out of third-party claims, for pollution conditions, and including claims of environmental authorities, for the release of pollutants caused by construction activities related to this Amendment. Coverage shall include the PDBE as the named insured and shall include coverage for acts by others for whom the PDBE is legally responsible.

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

- (g) Railroad Protective Liability Insurance. Prior to commencement of construction activities, PDBE shall procure and maintain Railroad Protective Liability insurance, in SMART’s name, with limits of liability of no less than \$5,000,000 per occurrence, for losses arising out of injury to or death of all persons, and for physical loss or damage to or destruction of property, including the loss of use thereof. The additional named insureds shall be the Sonoma-Marín Area Rail District.
- (h) Drone Liability (aka Aviation Liability Insurance). This applies if any drones will be used during the performance of any work. On an “occurrence” basis, including products and completed operations, property damage, bodily injury with limits no less than \$1,000,000 per occurrence, and \$2,000,000 in the aggregate. This coverage may also be provided by endorsement to a General Liability policy.
- (i) Builder’s Risk Insurance. Builder’s risk covering all risks of direct physical loss of or damage to property (including additional perils of flood, earthquake and collapse) with a limit of \$50,000,000. Coverage shall apply to all materials, supplies, and equipment that are consumed on or intended for specific installation in the Project while such materials, supplies, and equipment are located at

the Project site(s). Coverage for transit and storage away from the Project site(s) shall be covered as appropriate. Such coverage shall name SMART as a loss payee as their interest may appear.

- (j) Valuable Papers Liability Insurance. Valuable Papers Liability Insurance shall be provided to assure the restoration of any plans, drawings, computations, field notes, or other similar data relating to the Work or the Project in the event of loss of destruction. Minimum limits of \$250,000 per loss.

Section 11.02 Endorsements. Prior to commencing work, PDBE shall file Certificate(s) of Insurance with SMART evidencing the required coverage and endorsement(s) and, upon request, a certified duplicate original of any of those policies. Said endorsements and Certificate(s) of Insurance shall stipulate:

- (a) SMART, its officers, officials, employees, and volunteers are to be covered as additional insureds on all policies and more specifically shall be named as additional insured on the Commercial General Liability policy with respect to liability arising out of work or operations performed by or on behalf of the PDBE including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the PDBE. General liability coverage can be provided in the form of an endorsement to the PDBE's insurance (at least as broad as ISO Form CG 20 10, CG 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used)".
- (b) That the policy(ies) is Primary Insurance and the insurance company(ies) providing such policy(ies) shall be liable thereunder for the full amount of any loss or claim for which PDBE is liable, up to and including the total limit of liability, without right of contribution from any other insurance effected or which may be effected by the Insureds.
- (c) Inclusion of the Insureds as additional insureds shall not in any way affect its rights either as respects any claim, demand, suit or judgment made, brought or recovered against PDBE. Said policy shall protect PDBE and the Insureds in the same manner as though a separate policy had been issued to each, but nothing in said policy shall operate to increase the insurance company's liability as set forth in its policy beyond the amount or amounts shown or to which the insurance company would have been liable if only one interest had been named as an insured.
- (d) PDBE hereby grants to SMART a waiver of any right to subrogation which any insurer of said PDBE may acquire against SMART by virtue of the payment of any loss under such insurance. PDBE agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not SMART has received a waiver of subrogation endorsement from the insurer.
- (e) The insurance policy(ies) shall be written by an insurance company or companies acceptable to SMART. The insurance underwriter(s) for all insurance policies shall

have an A.M. Best Company rating of A VII or better. Such insurance company shall be authorized to transact business in the state of California. Required minimum amounts of insurance may be increased should conditions of Work, in opinion of SMART, warrant such increase. PDDBE shall increase required insurance amounts upon direction by SMART.

Section 11.03 Deductibles and Retentions. PDDBE shall be responsible for payment of any insurance premiums, including any charges for required waivers of subrogation or the endorsement of additional insured. PDDBE shall also be responsible for the payment of all deductibles or retention on PDDBE's policies without right of contribution from SMART.

Section 11.04 Subcontractor Responsibility. PDDBE shall require and verify that its subcontractors maintain insurance appropriate to their scope of work. PDDBE shall ensure SMART, its officers, employees, and volunteers are named as additional insured on insurance required from subcontractors.

Section 11.05 Claims Made Coverage. If any insurance specified above is written on a claims-made coverage form, PDDBE shall:

- (a) Ensure that the retroactive date is shown on the policy, and such date must be before the date of this Amendment or beginning of any Phase II Work;
- (b) Maintain and provide evidence of similar insurance for at least three (3) years following Phase II Work 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 the effective date of this Amendment, PDDBE shall purchase "extending reporting" coverage for a minimum of three (3) years after completion of the Phase II Work.

Section 11.06 Documentation. The following documentation shall be submitted to SMART:

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

(10) days before expiration or other termination of the existing policy.

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

Section 11.07 Policy Obligations. PDDBE's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

Section 11.08 Material Breach. If PDDBE, for any reason, fails to maintain insurance coverage, which is required pursuant to this Amendment, the same shall be deemed a material breach of this Amendment. SMART, in its sole option, may terminate this Amendment and/or the entire Progressive DB Contract and obtain damages from PDDBE resulting from said breach. Alternatively, SMART may purchase such required insurance coverage, and without further notice to PDDBE, SMART may deduct from sums due to PDDBE any premium costs advanced by SMART for such insurance. These remedies shall be in addition to any other remedies available to SMART.

Section 11.09 Notice of Cancellation. Each insurance policy required above shall provide that coverage shall not be cancelled, except with notice to SMART.

ARTICLE 12. MISCELLANEOUS.

Section 12.01 Assignment of Rights to Awarding Body. In entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, PDDBE or Subcontractor offers and agrees to assign to the awarding body all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. §15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time SMART tenders final payment to PDDBE, without further acknowledgment by the Parties.

Section 12.02 California Air Resources Board ("CARB") In-Use Off-Road Diesel-Fueled Fleets Certification of Compliance. PDDBE shall comply, and shall ensure all contractors and subcontractors comply, with all applicable requirements of the most current version of the regulations imposed by California Air Resources Board ("CARB") including, without limitation, all applicable terms of Title 13, California Code of Regulations Division 3, Chapter 9 and all pending amendments (the "Regulation"). Throughout the Progressive DB Contract, and for three (3) years thereafter, PDDBE shall make available for inspection and copying any and all documents or information associated with PDDBE's and its contractors' and subcontractors' fleets including, without limitation, the Certificates of Reported Compliance ("CRCs"), fuel/refueling records, maintenance records, emissions records, and any other information PDDBE is required to produce, keep, or maintain pursuant to the Regulation upon two (2) calendar days' notice from SMART. PDDBE shall be solely liable for any and all costs associated with compliance with the Regulation as well as for any and all penalties, fines, damages, or costs associated with any and all violations, or failures to comply with the Regulation.

Section 12.03 Claims Procedures. PD BE accepts the claims procedure established in the General Conditions, as established under Section 930.2 of the California Government Code.

IN WITNESS WHEREOF, the parties hereto have executed this Phase II Amendment as of the Effective Date.

PDBE: STACY AND WITBECK/HERZOG, A JOINT VENTURE

By: _____
Kurt Kniffin, Authorized PDBE Representative

Date: _____

SONOMA-MARIN AREA RAIL TRANSIT (SMART)

By: _____
Eddy Cumins, General Manager

Date: _____

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

By: _____
Ken Hendricks, Procurement and Contracts Manager

Date: _____

APPROVED AS TO FORM FOR SMART:

By: _____
District Counsel

Date: _____

EXHIBIT E
PHASE II SCOPE OF WORK

The Scope of Work is detailed in Exhibit J “Program Requirements”, as supplemented by the Exhibits outlined in Article 2 “List of Exhibits”.

EXHIBIT F - GMP PROPOSAL



Bid Item Table - Phase II Amendment - CV-DB-25-001-2

Bid Item #	Bid Item Description	Amount	General Administrative & Overhead	Fixed Fee	Total Line Item
1	Maintenance of Traffic 2A (MOT)	\$ 1,013,654	\$ 94,067	\$ 60,819	\$ 1,168,541
2	Environmental Controls - Phase 2A (ENVIRO)	\$ 2,716,676	\$ 252,108	\$ 163,001	\$ 3,131,784
3	Corridor-Wide Demolition - Phase 2A (DEMO)	\$ 8,335,541	\$ 773,538	\$ 500,132	\$ 9,609,212
4	Earthwork Guideway/NMP - Phase 2A (EARTH)	\$ 3,916,836	\$ 363,482	\$ 235,010	\$ 4,515,329
5	Drainage - Phase 2A (DRAIN)	\$ 3,314,113	\$ 307,550	\$ 198,847	\$ 3,820,510
6	Utilities - Phase 2A (UTIL)	\$ 728,982	\$ 67,650	\$ 43,739	\$ 840,370
7	Trackwork - Phase 2A (TRACK)	\$ 14,028,028	\$ 1,301,801	\$ 841,682	\$ 16,171,510
8	Non-Motorized Path - Phase 2A (NMP)	\$ 4,066,686	\$ 377,388	\$ 244,001	\$ 4,688,075
9	Bridges - Phase 2A (BRIDGES)	\$ 63,322,260	\$ 5,876,306	\$ 3,799,336	\$ 72,997,901
10	Walls - Phase 2A (WALLS)	\$ 9,820,996	\$ 911,388	\$ 589,260	\$ 11,321,644
11	Grade Crossings - Phase 2A (XINGS)	\$ 5,325,773	\$ 494,232	\$ 319,546	\$ 6,139,551
12	Guideway Fencing/Signage - Phase 2A (GUIDESIGN)	\$ 4,715,677	\$ 437,615	\$ 282,941	\$ 5,436,232
13	Systems - Phase 2A (SYS)	\$ 18,556,141	\$ 1,722,010	\$ 1,113,368	\$ 21,391,519
14	Civil For Systems - Phase 2A (SYS CIVIL)	\$ 4,688,040	\$ 435,050	\$ 281,282	\$ 5,404,373
15	Design Advancement 65% TO 95% (ALL - Windsor to Front)	\$ 11,089,096	\$ 1,029,068	\$ 665,346	\$ 12,783,510
16	Design Advancement to IFC (Windsor to Front St)	\$ 3,413,599	\$ 316,782	\$ 204,816	\$ 3,935,197
17	Design Services During Construction (Windsor to Front St)	\$ 2,977,281	\$ 276,292	\$ 178,637	\$ 3,432,210
				Subtotal	\$ 186,787,469
				Allowance	\$ 3,750,000
				Phase II Amendment CV-DB-25-001-2 - Guaranteed Maximum Price:	\$ 190,537,469

Nick Slama, PDBE Representative

10/14/2026

Prepared By

Date Prepared



Signature



EXHIBIT G

FEDERAL WAGE DETERMINATION

FOR

EARLY WORKS PACKAGE
PHASE II AMENDMENT
NO. CV-DB-25-001-2

FOR

WINDSOR STATION (MP 63)
TO
FRONT STREET (MP 67.75)

AGREEMENT NO. CV-DB-25-001

*DESIGN AND CONSTRUCTION OF CIVIL, STRUCTURES,
SYSTEMS, AND ARCHITECTURAL IMPROVEMENTS*

HEALDSBURG EXTENSION PROJECT

ON FILE WITH CLERK OF THE BOARD



EXHIBIT H

SUPPLEMENTAL CONDITIONS

FOR

EARLY WORKS PACKAGE
PHASE II AMENDMENT
NO. CV-DB-25-001-2

FOR

WINDSOR STATION (MP 63)
TO
FRONT STREET (MP 67.75)

AGREEMENT NO. CV-DB-25-001

*DESIGN AND CONSTRUCTION OF CIVIL, STRUCTURES,
SYSTEMS, AND ARCHITECTURAL IMPROVEMENTS*

HEALDSBURG EXTENSION PROJECT

ON FILE WITH CLERK OF THE BOARD



EXHIBIT I

GENERAL CONDITIONS

FOR

EARLY WORKS PACKAGE PHASE II AMENDMENT NO. CV-DB-25-001-2

FOR

WINDSOR STATION (MP 63) TO FRONT STREET (MP 67.75)

AGREEMENT NO. CV-DB-25-001

*DESIGN AND CONSTRUCTION OF CIVIL, STRUCTURES,
SYSTEMS, AND ARCHITECTURAL IMPROVEMENTS*

HEALDSBURG EXTENSION PROJECT

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EXHIBIT J

PROGRAM REQUIREMENTS

FOR

EARLY WORKS PACKAGE
PHASE II AMENDMENT
NO. CV-DB-25-001-2

FOR

WINDSOR STATION (MP 63)
TO
FRONT STREET (MP 67.75)

AGREEMENT NO. CV-DB-25-001

*DESIGN AND CONSTRUCTION OF CIVIL, STRUCTURES,
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HEALDSBURG EXTENSION PROJECT

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EXHIBIT K

TECHNICAL SPECIFICATIONS

FOR

EARLY WORKS PACKAGE
PHASE II AMENDMENT
NO. CV-DB-25-001-2

FOR

WINDSOR STATION (MP 63)
TO
FRONT STREET (MP 67.75)

AGREEMENT NO. CV-DB-25-001

*DESIGN AND CONSTRUCTION OF CIVIL, STRUCTURES,
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HEALDSBURG EXTENSION PROJECT

ON FILE WITH CLERK OF THE BOARD



EXHIBIT L

PLANS

FOR

EARLY WORKS PACKAGE
PHASE II AMENDMENT
NO. CV-DB-25-001-2

FOR

WINDSOR STATION (MP 63)
TO
FRONT STREET (MP 67.75)

AGREEMENT NO. CV-DB-25-001

*DESIGN AND CONSTRUCTION OF CIVIL, STRUCTURES,
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