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GENERAL MANAGER
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March 18, 2026

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

SUBJECT: Adopt Resolution 2026-05 to Award an Early Works Package Phase II Amendment (CV-DB-25-001-1) for utility identification to Contract No. CV-DB-25-001 with Stacy and Witbeck/Herzog, A Joint Venture in the amount of \$741,319.57 for the Healdsburg Extension Project.

Dear Board Members:

RECOMMENDATION:

Adopt Resolution No. 2026-05 authorizing the General Manager to Award an Early Works Package Phase II Amendment (CV-DB-25-001-1) to Contract No. CV-DB-25-001 with Stacy and Witbeck/Herzog, A Joint Venture in the amount of \$741,319.57 to identify underground utilities for the Healdsburg Extension Project.

SUMMARY:

As part of the ongoing design process for the Healdsburg Extension Project, it is necessary to identify the location and depth of underground utilities. This activity is often referred to as "potholing". Precisely identifying the location of underground utilities informs the design effort by identifying potential conflicts with the planned improvements so that the utility can be relocated in advance of the planned work or the design can be altered to accommodate the utility.

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 for field work as SMART and the contractor agree upon scope and price. Ultimately, a larger Phase II Amendment to complete the design to 100% and construct the project is planned.

This Early Works Package Phase II Amendment No. CV-DB-25-001-1 will physically locate utilities (sewer, water, electrical, communications, etc.) in the field. The information that is gathered from the effort will inform the design effort by planning for relocations or avoiding identified conflicts. This ultimately reduces the risk of utilities being hit and causing costly changes and delays to the project. This work was not included in the Phase I Agreement for design services because

a complete inventory of existing utilities within the SMART property was not complete. With the identification process complete, SMART and the Design-Build contractor now have a clear scope of the amount of work involved in this process and can reach an agreement on scope of work to complete. Once the scope of work was agreed upon, SMART requested the Contractor submit a Guaranteed Maximum Price (GMP) to perform the work. SWH submitted an initial GMP for this work in the amount of \$814,931.61. SMART compared this number to its independent cost estimate for this scope of work and determined further negotiation with SWH was needed. Following negotiations, SWH submitted a final GMP of \$741,319.57 for the Phase II Amendment No. CV-DB-25-001-1. SMART determined the final GMP to be fair and reasonable for the work.

Staff recommends adopting Resolution No. 2026-05 authorizing the General Manager to award Early Works Package Phase II Amendment No. CV-DB-25-001-1 to Contract No. CV-DB-25-001 with Stacy and Witbeck/Herzog, A Joint Venture in the amount of \$741,319.57 for a total contract amount of \$22,495,718.11 to identify underground utilities for the Healdsburg Extension Project.

FISCAL IMPACT: This work was anticipated and budgeted as part of the Healdsburg Extension Project.

Very truly yours,

/s/

Bill Gamlen, P.E.
Chief Engineer

Attachment(s): 1.) Resolution No. 2026-05
 2.) Phase II Amendment No. CV-DB-25-001-1

*On File with Clerk: 1.) Exhibit G – Federal Wage Determination
 2.) Exhibit H – General Conditions
 3.) Exhibit I – Program Requirements
 4.) Exhibit J – Construction Drawings

*These items are *available upon request*.

Resolution No. 2026-05
Sonoma-Marin Area Rail Transit District
March 18, 2026

RESOLUTION OF THE BOARD OF DIRECTORS OF THE SONOMA-MARIN AREA RAIL TRANSIT DISTRICT APPROVING EARLY WORKS PACKAGE PHASE II AMENDMENT NO. CV-DB-25-001-1 TO THE PROGRESSIVE DESIGN-BUILD CONTRACT NO. CV-DB-25-001 WITH STACY AND WITBECK/HERZOG, A JOINT VENTURE TO IDENTIFY UNDERGROUND UTILITIES

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 the initial alignment phase and are proceeding with the engineering design effort; and

WHEREAS, SMART and the Contractor have gathered underground utility information and incorporated it in the engineering documents; and

WHEREAS, SMART and the Contractor have determined that it is necessary to physically locate utilities in the field in order to address utility conflicts with the planned improvements; and

WHEREAS, SMART and the Contractor have negotiated an Early Works Package Phase II Amendment No. CV-DB-25-001-1 to locate underground utilities; 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 Phase II Amendment No. CV-DB-25-001-1 to Agreement No. CV-DB-25-001 with Stacy and Witbeck/Herzog, A Joint Venture in the amount of \$741,319.57 for a new contract amount of \$22,495,718.11.

PASSED AND ADOPTED at regular meeting of the Board of Directors of the Sonoma-Marín Area Rail Transit District held on the 18th day of March 2026, by the following vote:

DIRECTORS:

AYES:

NOES:

ABSENT:

ABSTAIN:

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

ATTEST:

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

PHASE II AMENDMENT

This Early Works Package Phase II Amendment (“Phase II Amendment”), dated as of March 18, 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-25-001-1, (collectively, the “Progressive Design-Build Contract” or the “Progressive DB Contract”); and

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

WHEREAS, 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 desires to enter into this Phase II Amendment CV-DB-25-001-1 to complete potholing of utilities along the Project limits from Windsor to Lytton Springs Road; and

WHEREAS, in accordance with the terms of the Phase I 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 the Phase II Amendment, SMART and PDBE desire to modify Agreement No. CV-DB-25-001 by this Phase II Amendment No. CV-DB-25-001-1; and

NOW, THEREFORE, in consideration of the foregoing recitals, which by this reference are incorporated into this Phase II 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: General Conditions
- (e) Exhibit I: Program Requirements
- (f) Exhibit J: Construction Drawings

ARTICLE 3. ENTIRE AGREEMENT

Section 3.01 The Progressive DB Contract includes the Agreement, including all exhibits, modifications, and amendments thereto, and this Phase II 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 Phase II 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 Phase II Amendment and the referenced documents, the conflict shall be resolved in accordance with the following order of precedence:

- (a) This Phase II 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) SMART’s General Conditions for the Design and Construction of Civil, Track, Structures, Systems and Pathway Improvements;
- (g) Program Requirements for Contract CV-DB-25-001;
- (h) SMART Design Criteria Manual, Reissued February 26, 2025;
- (i) Construction Drawings, excluding any deviations from the requirements included elsewhere in the Progressive DB Contract, unless said deviations have been specifically approved in writing by SMART;

- (j) The payment and performance bonds;
- (k) Any earlier amendment to the Agreement;
- (l) The Agreement;
- (m) Exhibit A – Phase I Scope of Work and Timeline;
- (n) Exhibit B – Schedule of Rates;
- (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 PDBE'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 Phase II Amendment shall have the meaning set forth in the Agreement and in the General Conditions, GC 1.3.

ARTICLE 5. WORK.

Section 5.01 PDBE 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 PDBE. Each SMART Representative is the beneficiary of all PDBE obligations to SMART, including without limitation, all releases and indemnities.

ARTICLE 7. CONTRACT TERM.

Section 7.01 Contract Term and Notice to Proceed. The Phase II Work shall be substantially completed no later than 120 Calendar Days following the issuance of the Notice to Proceed (Substantial Completion). The PDBE shall have achieved Final Acceptance no later than 30 Calendar days 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

Phase II Amendment NTP. PDBE shall complete the Work so that a Final Inspection Report can be issued.

Section 7.03 NOT USED.

ARTICLE 8. CONTRACT PRICE.

Section 8.01 The Guaranteed Maximum Price (GMP) for the Phase II Work included in this Phase II Amendment is \$741,319.57, 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 Exhibit F of the GMP Proposal.

Section 9.02 NOT USED

Section 9.03 NOT USED

Section 9.04 NOT USED

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 Phase II 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 Phase II 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
2M General Engineering, Inc. 1980 S River Rd, Suite F, West Sacramento, CA 95691	Pothing with the street, including restoration and traffic control	1029536	1000859559

Section 10.03 PDBE has designated **Nick Slama**, Project Manager, to act as PDBE's Stacy and Witbeck/Herzog, A Joint Venture
Phase II Amendment No. CV-DB-25-001-1

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	Superintendent:	Natalie Havens
Phone:	510-393-2520	Phone:	563-594-8834
Email:	nslama@stacywitbeck.com	Email:	nhavens@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 \$5,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO GC 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit. 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) Automobile Insurance. Automobile Liability insurance covering bodily injury and property damage in an amount no less than \$5,000,000 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.

- (d) 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 \$2,000,000

per occurrence or claim. If the Contractor provides Design Professional Services in-house, contractor'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 the Agency in the care, custody, or control of the Contractor. If not covered under the Contractor's liability policy, such "property" coverage of SMART may be endorsed onto the Contractor's Cyber Liability Policy as covered property.

- (e) Contractor's Pollution Liability Insurance. Contractor's Pollution Liability Insurance in an amount no less than \$2,000,000 per occurrence or claim. The Contractor'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.

- (f) Railroad Protective Liability Insurance. Prior to commencement of construction activities, Contractor 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-Marin Area Rail District.
- (g) 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.

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. PDBE shall increase required insurance amounts upon direction by SMART.

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

Section 11.04 Subcontractor Responsibility. PDBE shall require and verify that subcontractors maintain insurance meeting all the requirements stated herein, and PDBE shall ensure SMART is named 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, PDBE 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, PDBE 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 Phase II Amendment. At SMART’s request, PDBE shall provide certified copies of the policies that correspond to the policies listed on the Certificates of Insurance. PDBE agrees to maintain current Certificates of Insurance evidencing the above-required coverages and limits on file with SMART for the duration of this Phase II 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. PDBE agrees to maintain current endorsements evidencing the above-specified requirements on file with SMART for the duration of this Phase II Amendment.
- (c) After the Phase II 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 renewal certificates of insurance and corresponding policy documents shall be emailed to InsuranceRenewals@sonomamarintrain.org.

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

Section 11.08 Material Breach. If PDBE, 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 PDBE resulting from said breach. Alternatively, SMART may purchase such required insurance coverage, and without further notice to PDBE, SMART may deduct from sums due to PDBE any premium costs advanced by SMART for such insurance. These remedies shall be in addition to any other remedies available to SMART.

Section 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, PDBE 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 PDBE, without further acknowledgment by the Parties.

Section 12.02 California Air Resources Board (“CARB”) In-Use Off-Road Diesel-Fueled Fleets Certification of Compliance. PDBE 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, PDBE shall make available for inspection and copying any and all documents or information associated with PDBE’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 PDBE is required to produce, keep, or maintain pursuant to the Regulation upon two (2) calendar days’ notice from SMART. PDBE 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. Contractor 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

I. Overview

The Sonoma-Marine Area Rail Transit District (SMART) is contracting with Stacy and Witbeck/Herzog, a Joint Venture, whose place of business is located at (hereinafter “PDBE”), for the potholing of utilities along the corridor from the beginning of the project Mile Post (MP) 63 in Windsor to MP 72 Lytton Springs Road. The scope includes potholing and restoration, minor clearing for access, and building a staging area for the effort.

II. Scope of Work

PDBE shall perform the following work:

A. Task 1 – Staging and Laydown Site Set-up

- a. PDBE shall construct a staging and laydown site at SMART’s Healdsburg Depot site located at 37 S University Street, Healdsburg, CA 95448.
- b. Laydown site shall be constructed per SMART’s Laydown Site Diagram shown in Image No. 1 on Page 15 of this Agreement.
- c. This item shall be paid in a lump sum.

B. Task 2 – Shrub Removal for Access

- a. PDBE shall complete minor clearing of brush and shrubs along the 9-mile alignment within the right-of-way required to accommodate access for potholing equipment. This item is specific to Task 4 Pothole -ROW and Task 5 Pothole-AT&T/Lumen.
- b. This item shall be paid in a lump sum.

C. Task 3 – Pothole Street – 69 Each

- a. PDBE shall complete pothole investigations in the street to verify conflicts with proposed traffic signal equipment, railroad, crossing equipment, and proposed track construction. PDBE shall perform roadway and sidewalk repairs needed resulting from the pothole investigations. Repairs shall be in compliance with the requirements of each municipality.
- b. This task shall be paid per pothole complete.
- c. Deliverable: Completion of the Utility Locate Program (Pothole Log).

D. Task 4 – Pothole ROW – 230 each

- a. PDBE shall complete pothole investigations within the right-of-way to verify conflicts with proposed culvert improvements, bridge construction,

retaining walls, and proposed track construction. PDBE shall backfill potholes with native soil upon completion.

- b. This task shall be paid per pothole complete.
- c. Deliverable: Completion of the Utility Locate Program (Pothole Log).

E. Task 5 – Pothole AT&T/Lumen – 165 each

- a. PDBE shall complete pothole investigations of the AT&T and Lumen fiberoptic line within the right-of-way, per the Pothole Plan included as Exhibit J “Construction Drawings”. Contractor shall backfill potholes with native soil upon completion.
- b. PDBE must receive SMART’s written approval to proceed for each AT&T / Lumen Pothole, prior to work being performed.
- c. This task shall be paid per pothole complete.
- d. Deliverable: Completion of the Utility Locate Program (Pothole Log).

The SMART Manager shall review all work performed under this Agreement. Upon successful completion and acceptance of work, the SMART Manager shall provide written acceptance of the work and recommend submission of the invoice for review. If defective work is identified, PDBE shall replace defective work at no additional cost to SMART.

IMAGE NO. 1 - STAGING AND LAYDOWN SITE



- ROCK STORAGE AREA
- K-RAIL
- CONSTRUCTION ENTRANCE
- HYDROVAC / CLEAR AND GRUB SPOILS
- CONSTRUCTION STORAGE
- ASPHALT SPOILS



EXHIBIT F

GMP Proposal

Phase II Amendment (CV-DB-25-001-1)

Item #	Item Description	Quantity	Unit	Cost/Unit	General Administrative & Overhead	Fixed Fee	Total Cost/Unit	Total Line Item
Potholing								
1	Staging and Laydown Site Set-Up	1	Lump Sum	\$ 145,115.00	\$ 13,466.67	\$ 8,706.90	\$ 167,288.57	\$ 167,288.57
2	Shrub Removal for Access	1	Lump Sum	\$ 69,115.00	\$ 6,413.87	\$ 4,146.90	\$ 79,675.77	\$ 79,675.77
3	Pothole - Street	69	Each	\$ 1,910.00	\$ 177.25	\$ 114.60	\$ 2,201.85	\$ 151,927.51
4	Pothole - ROW	230	Each	\$ 752.00	\$ 69.79	\$ 45.12	\$ 866.91	\$ 199,388.29
5	Pothole - AT& T/Lumen	165	Each	\$ 752.00	\$ 69.79	\$ 45.12	\$ 866.91	\$ 143,039.42
Phase II Amendment (CV-DB-25-001-1) - Guaranteed Maximum Price: \$								741,319.57

Nick Slama, PDDB Representative

03/11/2026

Prepared By

Date Prepared

Signature



**EXHIBIT G
FEDERAL WAGE DETERMINATION**

for the

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

HEALDSBURG EXTENSION PROJECT

**EARLY WORKS PACKAGE
PHASE II AMENDMENT: CV-DB-25-001-1**

TO

AGREEMENT: CV-DB-25-001

ON FILE WITH CLERK OF THE BOARD



EXHIBIT H GENERAL CONDITIONS

for the

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

HEALDSBURG EXTENSION PROJECT

**EARLY WORKS PACKAGE
PHASE II AMENDMENT: CV-DB-25-001-1**

TO

AGREEMENT: CV-DB-25-001

ON FILE WITH CLERK OF THE BOARD



EXHIBIT I

PROGRAM REQUIREMENTS

for the

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

HEALDSBURG EXTENSION PROJECT

PHASE II AMENDMENT: CV-DB-25-001-1

TO

AGREEMENT: CV-DB-25-001

ON FILE WITH CLERK OF THE BOARD



EXHIBIT J

CONSTRUCTION DRAWINGS

for the

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

HEALDSBURG EXTENSION PROJECT

PHASE II AMENDMENT: CV-DB-25-001-1

TO

AGREEMENT: CV-DB-25-001

ON FILE WITH CLERK OF THE BOARD