1. Call to Order

2. Continue: Conduct Workshop – SMART Passenger Service Year in Review Presentations: Capital Projects, Operations, Community Outreach and Marketing, Grant Funding, Ridership, Safety and Security, Revenue, and Staffing Status

3. Approval of the October 3, 2018 Board Minutes and October 17, 2018 Workshop Minutes

4. Public Comment

5. Board Member Announcements

6. General Manager’s Report

7. Consent
   a. Approval of Monthly Financial Reports
   b. Authorize the General Manager to Execute a Contract with Van Scyoc Associates, Inc. in an amount of $60,000 for Federal Legislative Advocacy Services
   c. Approve a Resolution to Amend the Budgeted Code Compliance Officer Salary Range and addition of (1) Full Time Equivalent (FTE) Senior Real Estate Officer
   d. Railroad Liability and Property Insurance Update

8. Authorize the General Manager to Execute Contract No. OP-SV-18-011 with Pamco Machine Works, Inc. in an amount of $378,000 to Perform Wheel Pressing Services for SMART’s Diesel Multiple Units (DMUs).
9. **Closed Session**
   a. Conference with General Manager Farhad Mansourian, pursuant to California Government Code Section 54956.8 regarding real estate negotiations.
      Property: Sonoma-Marin Area Rail Transit District – Railroad Square Property
      Property Address: 2W 3rd Street and 34W 6th Street, Santa Rosa
      APN(s): 010-171-019 and 010-166-003
      Negotiating Parties: Farhad Mansourian – Cornerstone Properties

   b. Conference with Labor Negotiator Farhad Mansourian, General Manager pursuant to California Government Code Section 54957.6
      Agency Designated Representative: General Manager
      Represented Employees: All Unrepresented

   c. Conference with General Manager Farhad Mansourian, pursuant to California Government Code Section 54956.8 regarding real estate negotiations.
      Property: Sonoma-Marin Area Rail Transit District
      Property Address: Right-of-Way (MP14.9–142.5 & MP B25.8 – B49.8)
      Negotiating Parties: Farhad Mansourian – Douglas Bosco, NWPCo. Counsel

   d. Conference with Legal Counsel regarding litigation pursuant to California Government Code Section 54956.9; SMART v. Lorraine Silveira CV 1402433.
      Number of Cases: 1

10. **Report out of Closed Session**

11. **Next Regular Meeting Board of Directors, November 21, 2018 – 1:30 PM – 5401 Old Redwood Highway, 1st Floor, Petaluma, CA 94954**

12. **Adjournment**

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**DISABLED ACCOMMODATION:** If you have a disability that requires the agenda materials to be in an alternate format or that requires an interpreter or other person to assist you while attending this meeting, please contact SMART at least 72 hours prior to the meeting to ensure arrangements for accommodation. Please contact the Clerk of the Board at (707) 794-3072 or dial CRS 711 for more information.

**DOCUMENTS:** Documents distributed by SMART for its monthly Board meeting or committee meetings, and which are not otherwise privileged, may be inspected at SMART’s office located at 5401 Old Redwood Highway, Suite 200, Petaluma, CA 94954 during regular business hours. Documents may also be viewed on SMART’s website at: www.sonomamarintrain.org. Materials related to an item on this Agenda submitted to SMART after distribution of the agenda packet are available for public inspection at the SMART Office. For information about accessing SMART meetings by public transit, use the trip planner at www.511.org
1. Call to Order

Chair Fudge called the meeting to order at 1:30pm. Directors Arnold, Connolly, Eddie, Lucan, Pahre and Zane were present. Directors Hillmer, Mackenzie, Phillips, Rabbitt and Russell absent.

2. Approval of the September 19, 2018 Board Meeting Minutes

Chair Fudge asked the Clerk of the Board to modified the Board Minutes to reflect the following order: 1) Call to Order; 2) Approval of the Minutes; 3) General Manager’s Report; 4) Public Comment; 5) Board Member Announcements and 6) Consent Items

**MOTION:** Director Eddie moved approval of September 19, 2018 minutes as corrected. Director Lucan second. The motion carried 7-0-0. (Directors Hillmer, Mackenzie, Phillips, Rabbitt and Russell absent).

3. Public Comment on Non-Agenda Items

Deborah Ziccone looks forward to working with Communications and Marketing Manager, Jeanne Belding, to provide SMART passes to Spring 2019 students. She distributed the 2018 Fall Cinema Series flyer and welcomed everyone to attend.

Shawn Hartshorn (VP Clubs and students’ government at Santa Rosa Junior College Petaluma Campus) he is very excited about the future Petaluma North station that will provide transportation to many students.

Duane Bellinger stated that he attended the First Petaluma Election Forum on October 2, 2018, where Petaluma Councilmember spoke and are excited about building a pedestrian community on the Corona Road property.
Willard Richard addressed the Board his concerns regarding the Jennings Avenue at-grade crossing.

4. Board Member Announcements

Director Zane invited everyone to attend the one-year anniversary of the North Bay Fires on October 8, 2018 from 4pm to 8pm at Santa Rosa Courthouse Square. The ceremony will include a memorial bell ringing to remember those who lost their lives and provide an opportunity for community grieving through public chalk art expression. The ceremony will start at 6pm and will include a poet reading by Maya Khosla. She also thanked the City of Novato for opening a shelter during the fires.

Chair Fudge stated that approximately 600 people moved to the Town of Windsor from the fire zone and the Town of Windsor approved a Temporary Housing Ordinance since the fires. She announced that Windsor will welcome 40 cottages that will be available for fire survivors. Also, she said that the first images of Coffey Park came from SMART’s Engineer-Conductors on the train and many evacuees were transported by SMART train. SMART is working closely with other agencies to develop an emergency plan that can be used for the next emergency.

Director Zane stated that many firefighters would board the train to get clean air during the North Bay Fires.

5. General Manager’s Report

General Manager Mansourian stated that himself and Directors Arnold, Connolly, Fudge and Lucan attended the North Bay Climate Action Summit in Novato.

He said that the Board approved and supported Senate Bill 1119 (Beale) on September 19th and Senate Bill 1029 on May 16th meetings. Senate Bill 1119 (Beale) and Senate Bill 1029 (North Coast Railroad Authority) were signed by the Governor. The Board had previously provided direction to the General Manager Mansourian to proceed with negotiations regarding SB 1029.

Lastly, he said that SMART staff is very excited about the upcoming Board of Directors Workshop on October 17th.

Chair Fudge stated the Board of Directors workshop will be held at the SMART Board Room located at 5401 Old Redwood Hwy, 1st Floor, Petaluma, CA (regular location)

6. Consent
   a. Approval of Portola Systems, Inc. Contract Amendment No. 5

Chair Fudge asked for Board and public comments on the proposed Consent Agenda.
**MOTION:** Director Arnold moved approval of the Consent Agenda as presented. Director Lucan second. The motion carried 7-0-0. (Directors Hillmer, Mackenzie, Phillips, Rabbitt and Russell absent).

7. Approve a Resolution Authorizing the General Manager to Execute Change Order 009 to Contract No. CV-DB-16-001 with Stacy and Witbeck/Herzog Joint Venture in the amount of $521,200 to add Positive Train Control Equipment to the Four Additional Trains

Chief Engineer, Bill Gamlen stated that SMART has purchased four additional trains to supplement the existing fleet. The trains have been constructed and are in route to SMART. It’s necessary to add Positive Train Control (PTC) equipment to the trains. This Change Order will provide for the purchase, installation and testing of the PTC on board the train equipment for the four trains.

Staff recommends adopting the Resolution for the Change Order 009 to Contract No CV-DB-16-001 in the amount for $521,000.

**MOTION:** Director Pahre moved to Approve a Resolution Authorizing the General Manager to Execute Change Order 009 to Contract No. CV-DB-16-001 with Stacy and Witbeck/Herzog Joint Venture in the amount of $521,200 to add Positive Train Control Equipment to the Four Additional Trains as presented. Director Arnold second. The motion carried 7-0-0. (Directors Hillmer, Mackenzie, Phillips, Rabbitt and Russell absent).

8. Approve a Resolution Authorizing the General Manager to Execute Change Order 010 to Contract No. CV-DB-16-001 with Stacy and Witbeck/Herzog Joint Venture in the amount of $1,339,061 to add grade crossing cameras, station communications systems, and train control modifications

Chief Engineer, Bill Gamlen stated that Change Order 010 to Contract No. CV-DB-16-001 that pertains to the Larkspur Extension Project. This Change Order adds the following: 1) At-grade crossing cameras to four at-grade crossings; 2) Changes to the Positive Train Control System that arose during the design process (larger signal houses and additional insulated joints); and 3) Additional communications equipment to the Larkspur Station.

The Change Order is for an amount of $1,339,061 and does not extend he terms of the contract.

**Comments:**
Rick Coates had a comment about BART’s security camera and the need for a formal policy.

**MOTION:** Director Eddie moved to Approve a Resolution Authorizing the General Manager to Execute Change Order 010 to Contract No. CV-DB-16-001 with Stacy and Witbeck/Herzog Joint Venture in the amount of $1,339,061 to add grade crossing
cameras, station communications systems, and train control modifications as presented. Director Pahre second. The motion carried 7-0-0. (Directors Hillmer, Mackenzie, Phillips, Rabbitt and Russell absent).

Chair Fudge adjourned the Board to closed session at 1:52pm on the following:

9. Closed Session – Conference with General Manager Farhad Mansourian, pursuant to California Government Code Section 54956.8 regarding real estate negotiations.
   Property: Sonoma-Marin Area Rail Transit District – Railroad Square Property
              2W 3rd Street and 34W 6th Street, Santa Rosa
   APN(s): 010-171-019 and 010-166-003
   Negotiating Parties: Farhad Mansourian – Cornerstone Properties

10. Report out of Closed Session

Chair Fudge reported out of closed session at 2:13pm on the following:

Conference with General Manager Farhad Mansourian, pursuant to California Government Code Section 54956.8 regarding real estate negotiations.
Property: Sonoma-Marin Area Rail Transit District – Railroad Square Property
              2W 3rd Street and 34W 6th Street, Santa Rosa
   APN(s): 010-171-019 and 010-166-003
   Negotiating Parties: Farhad Mansourian – Cornerstone Properties

   Report Out: The Board of Directors approved a 30-day Extension to Exclusive Negotiating Agreement with Cornerstone Properties.

11. Next Regular Meeting Board of Directors, October 17, 2018 – 1:30 PM – 5401 Old Redwood Highway, 1st Floor, Petaluma, CA 94954

12. Adjournment – Meeting adjourned at 2:15pm.

Respectfully submitted,

Leticia Rosas-Mendoza
Clerk of the Board

Approved on: ______________________
1. Call to Order

Chair Fudge called the meeting to order at 1:30pm. Directors Arnold, Eddie, Lucan, Mackenzie, Pahre, Phillips, Rabbitt, Russell and Zane were present. Directors Connolly and Hillmer arrived later.

Chair Fudge explained the format of the workshop. Staff will conduct SMART’s Passenger Service Year in Review Presentations: Capital Projects, Operations, Community Outreach and Marketing, Grant Funding, Ridership, Safety and Security, Revenue, Staffing Status and Public Comment and stated that after each section Board members will have the opportunity to ask questions and/or provide comments.

She thanked staff for creating the meeting room for casual set up and snacks.

2. Conduct Workshop – SMART Passenger Service Year in Review Presentations: Capital Projects, Operations, Community Outreach and Marketing, Grant Funding, Ridership, Safety and Security, Revenue, Staffing Status and Public Comment

General Manager Farhad Mansourian stated that staff is excited to present SMART’s Passenger Year and Review presentations. The presentation are in various sections and will be available on SMART’s Website.

Directors Connolly and Hillmer arrived 1:37pm

Staff will present the following: 1) Ridership; 2) SMART Tech Tools; 3) First and Last Mile; 4) Revenue; 5) Capital Projects; 6) Staffing; 7) Operations (Transportation, Vehicle Maintenance, Signal, Tracks and Facility Maintenance, and Operation Support); 8) Community Outreach and Marketing.
RIDERSHIP
Total passengers carried from August 25, 2017 to August 25, 2018:
- Passengers: 722,961
- Bicycles: 65,468
- Wheelchairs: 3,095

Onboard surveys were conducted to determine the following:
- 83% of riders walked to their first transit stop
- 76% of riders walked to their destination from their last transit stop

The most popular boarding stations were:
- San Rafael
- Petaluma Downtown
- Sonoma County Airport

The most popular alighting stations were:
- San Rafael
- Petaluma Downtown
- Santa Rosa Downtown

Nearly 46% of riders traveled within 3 zones, 25% travel in 2 zones, 17% travel in 4 zones and 6% travel in 5 zones.

Chair Fudge acknowledged two former Board Members; Stephanie Moulton-Peters and Peter Breen for attending the Workshop.

Comments
Director Phillips asked how reliable is the ridership information, since in some cases the information is being used to make decisions. Mr. Mansourian responded that the information is being submitted by the riders once they log to SMART’s Wi-Fi. Also, the Metropolitan Transportation Commission (MTC) used a professional firm who conducted in person onboard survey for a total of 410 completed surveys.

Director Lucan said that it is phenomenal that SMART has carried 722,961 passengers in one-year. He asked how the number of passengers relate to the projections prior to start of passenger service and any trends on the weekday or weekends. Mr. Mansourian said that over the years and prior to the start of passenger service, SMART conducted various ridership analysis and concluded that approximately 3,000 would ride the train per day. At the start of passenger service, ridership was higher than anticipated until the October North Bay Fires where approximately 6,000 homes/businesses were lost. The ridership started to increase in the summer and fall, however the lost of many homes changed traffic patterns in Marin and Sonoma Counties.
Chair Fudge stated that traffic patterns have changed on Highway 101 since the North Bay Fires.

Director Hillmer thanked staff for the report and is glad see that people are learning to use the train. Also, he asked what if the trends and challenges are different than anticipated once the Larkspur Extension and Windsor Extension are completed. Mr. Mansourian responded that staff will coordinate with other transit agencies and partners to provide tools for better planning.

Director Zane stated that she is happy that ridership is high, but also frustrated because the demographics clearly show Whites with higher paid salaries riding the train. She is concerned that SMART is not marketing or attracting more Latinos, since demographics show that 40% of Latinos live in the North Bay (Santa Rosa/Sonoma County).

Director Mackenzie said that the Rohnert Park Station has parking available while the Cotati Station is full since its free.

SMART TECH TOOLS
General Manager Mansourian introduced Chief of Police, Jennifer Welch, who gave an overview of the Apps that are available via smartphone to SMART riders:

▪ SMART Electronic Ticket App
▪ The Transit App
▪ Swiftly
▪ Google Maps
▪ Park Mobile- Allows users to pay for parking at SMART owned station lots: Sonoma County Airport, Rohnert Park, Downtown Petaluma, Novato San Marin and Novato Hamilton.
▪ NIXLE – SMART’s way to send messaging on delays and special schedules. Subscribe by text: SMART to 888777.

Comments
Chair Fudge stated that Park Mobile App has various faults. She asked if staff re-evaluating the system with others to find a better solution. Mr. Mansourian responded yes.

Director Lucan suggested that SMART and the Board re-evaluated parking and cost at a future meeting.

FIRST AND LAST MILE CONNECTION
General Manager Mansourian introduced Programming and Grants Manager, Joanne Parker, who presented the following:

▪ How did you get from your starting point to SMART station?
  o Walked
▪ How will you get from SMART station to your final destination?
  o Walked
Which connecting transit system are SMART riders using?
  - Golden Gate Transit
  - Public Transit Partnerships (All operators provide Transfer Credits for Clipper card users)
  - Public Agency Support Programs
  - SMART Programs
  - Ongoing Efforts

**Comments**
Director Mackenzie stated that Metropolitan Transportation Commission approved the Clipper 2.0 update contract.

Director Zane asked if SMART had other lock option for bicycles at the stations. Ms. Parker responded that there are 10 racks at each station. She encouraged staff to apply for a grant through the Bay Area Quality Management District for additional e-lockers.

Director Connolly said that there can be a tight turnaround with transit transfers and how has the coordination been with transit service providers.

Director Phillips asked for clarification of SMART’s Vision for the First and Last Mile and objectives. Ms. Parker responded that the percentage of people using various modes of transportation to get to SMART’s station is remarkable for the first year in service. Also, the first and last mile is governed by land use around stations and will change over time.

Chair Fudge stated that staff will be evaluating the bike locker usage and moving to stations that have higher needs. She asked if the Sonoma County Transit is evaluating Route 55 to link from the Sonoma County Airport to the Station; and mentioned the Town of Windsor is interested in the Bike Share Program.

**REVENUE**
General Manager Mansourian introduced Chief Financial Officer, Erin McGrath, who gave an overview of the following:
  - SMART Board approved fare policy with goal of $3.9M in fares annually and SMART has collected $4.16M in fares
  - Sold 5,910 31-day passes
  - Sold 1,410 Eco Passes
  - All Grant Funds Programmed to Date is $301,518,185; of that, Grant Funds since start of passenger service is $79,967,536;
    - $18,967,536 supporting Operations department ($14m of that is SB1 funded);
    - $61,000,000 supporting System Expansion ($21m of that is SB1 funded);
  - Pending Grant Applications:
    - $34,280,000 Pathway Grants (All $34m is SB1 funded);
    - $22,400,000 Passenger and Freight Rail Grants
**Comments**

Director Phillips asked since ridership increases and decreases does SMART anticipate receiving $3.9M annual fares. Ms. McGrath responded that most new transit agencies experience low revenue at the start of service because it takes people time to ride transit, however SMART has met the goal that was set. He also asked if SMART had adequate reserves if the annual revenue goal is not met. Ms. McGrath responded yes.

Director Hillmer stated that revenue and ridership could or will increase with the completion of the Larkspur Extension and Windsor Extension projects.

Director Mackenzie asked if staff anticipates making fare structure recommendations to the Board at a future meeting. Mr. Mansourian responded that when the Larkspur and Windsor Extension projects are complete and Regional Measure 3 and Senate Bill 1 funds are secured, staff can re-evaluate the fare structure.

Director Rabbitt wonders if the demographics reflect the fares or if the fares reflect the demographic. The average income in Sonoma County is lower than Marin County. Since, SMART operates on a single-track system who do we want our riders to be and what is the capacity moving forward.

Director Zane asked the status of the Veteran’s passes. Mr. Mansourian responded that they are part of the Eco Pass category. SMART has been working with the Sonoma County Veterans office to establish a process and has not been successful. He suggested that the County Sonoma, Director Rabbitt and herself meet to discuss.

**CAPITAL PROJECTS**

General Manager Mansourian introduced Chief Engineer, Bill Gamlen, who gave an overview of the engineering projects as follows:

- Passenger Rail Extensions
  - Larkspur Extension – Testing Quarter 3 2019 – Quarter 4 2019
  - Windsor Extension – Testing and Commissioning 2021
  - Novato – Suisun City – Engineering Feasibility Study
  - Downtown Novato Station – Testing and Commissioning Quarter 2 2019
  - Pathways – 4.6 more miles will be completed

**Comments**

Director Rabbitt said that funding has not been secured for the Petaluma Segment Pathway. He appreciates the work and coordination with County of Sonoma, the Transportation and Public Works Department specifically for the Penngrove crossing.

Director Lucan thanked staff for Pathway maps on the website, they are helpful to the cycling community.
Director Phillips thanked staff for the continued construction progress of the Larkspur Extension project.

Director Zane asked if SMART has received permits for the Petaluma to Novato pathway segment. Mr. Gamlen responded that segment of pathway relies on Caltrans work.

Director Rabbitt thanked James Cameron with Sonoma County Transportation Authority who worked with engineers to fix the grade deferential to prevent flooding near Farmer Joe property.

Director Hillmer stated that many jurisdictions are making decisions centered on SMART’s right-of-way.

Chair Fudge thanked staff leadership for working with the Town of Windsor on the Windsor Extension project.

Mr. Mansourian stated that SMART is aware of the existing pedestrian issues along Airport Boulevard (County of Sonoma Project) near SMART Airport Station. SMART’s Chief Engineer, Bill Gamlen has contacted the County of Sonoma Public Works Director to evaluate the sidewalk/road near the station as part of the Windsor Extension Project.

STAFFING NEEDS
General Manager Mansourian introduced Human Resources Manager, Lisa Hansley, she provided a general overview of the following:
- Current Operations Vacancies
- Turnover by Fiscal Year since 2015
- Separations Reasons
- Options
  - Workforce Housing
  - Grow Local Talent/Create Career Paths
  - Career Technical Education

Comments
Director Russell stated she is very excited that SMART will have a Career Technical Education to grow the organization. She suggested contacting local high schools and happy to assist.

3:00 pm BREAK

3:15 pm Workshop Resumed

GRADE CROSSING OVERVIEW
General Manager Mansourian introduced Positive Train Control Manager, Aaron Parkes who provided a general overview of the following:
- Crossing Operations Basics
• Four Quadrant Gate Crossing
• Double Track Crossings
• Positive Train Control

Comments
Chair Fudge asked for clarification on ZERO safety related anomalies. Mr. Parkes responded that the Federal Railroad Administration categorizes anomalies as a system failure to enforce. SMART did not have safety related anomalies in the 10,500-test performed.

Director Arnold asked if the gates will automatically rise if a car is detected at the Marin Civic Center crossing. Mr. Parkes responded that there is a preemption interconnection with the adjacent traffic signal system that is designed to clear vehicles from the crossing.

Director Phillips asked the status of Quiet Zones in the area. Also, is SMART coordinating the traffic signal system along 2nd and 3rd Street in San Rafael. Mr. Parkes responded that SMART is working with the City of San Rafael staff on the preemption interconnection for 2nd and 3rd Street.

Mr. Mansourian stated that Positive Train Control does not prevent accidents at railroad crossings.

SAFETY AND SECURITY
General Manager Mansourian introduced Chief of Police, Jennifer Welch, she provided an overview of the following:
• Right-of-Way Trespassing Issues
• Calls for Service
• Outside Agency Coordination
• Assembly Bill No. 2034
• Parking
• Incident – Overview/Response/After “debriefing”
• Lessons Learned
• Messaging
• Pedestrian Safety Enhancement
• Summary of 62 Crossings
  o 12 with existing pedestrian gates
  o 20 with NO pedestrian route
  o 13 crossings within SMART’s Right of Way WITH pedestrian path of travel
  o 17 crossings WITH pedestrian path of travel BUT are inside other jurisdiction’s property
• Additional measures may force pedestrians to pay attention
  o Channel Crossing options/ fencing
  o Ground stencils
Comments
Director Zane said that she posted a Quiet Zone message on her social medial and the public informed her that Quiet Zones were part of the Ballot Measure. She stated that she never thought Quiet Zones were a good ideal given that drivers are visually distracted. She asked what is the threshold to consider discussing the Quiet Zones. Mr. Mansourian responded that the local jurisdictions/cities start the process by submitting required paperwork to all regulatory agencies. However, in a “No Quiet Zone” area the train horn will be blown before and through the crossing each time. In a Quiet Zone area, with some exceptions you don’t hear the train horn, although the Engineer-Conductor has the ability to blow the horn at any time public safety requires by federal law. Also, for the record Quiet Zones are not part of Measure Q, your Board approved a policy that gives local jurisdictions/cities authority to submit applications. The biggest issue is the public not paying attention at-grade crossings because they are distracted. Director Zane suggested having a policy discussing with the Board at a future meeting.

Chair Fudge clarified that the County/Cities requested SMART to implement Quiet Zones. Any policy change needs to be presented to SMART Board and Staff from the local jurisdictions/cities.

Director Pahre said that she went on a field trip along SMART’s right-of-way with the General Manager Mansourian. She was impressed of how well informed all staff including the Engineer-Conductors were of pedestrians near the tracks. SMART has a great responsibility for the safety of the public and staff.

Director Lucan thanked SMART's staff for being prepared and trained for accidents that have occurred. He asked if SMART has considered contacting Lyft or Uber for bus bridges. Mr. Mansourian responded that SMART continues to coordinate with various bus bridge/transit agencies to provide bus bridges when necessary.

Director Phillips agreed with Chair Fudge comments regarding Quiet Zones. The City of San Rafael decided to submit paperwork for Quiet Zones. He asked if SMART has adequate signage at crossings. He will be happy to discuss on a later time on how to make the pedestrian crossings in the San Rafael jurisdiction safer.

Director Rabbitt stated that it's the local jurisdiction/cities authority to submit paperwork for Quiet Zones. The SMART Quiet Zone policy is conformant of the Federal Railroad Administrations and California Public Utility Commission.

Director Mackenzie asked if SMART had a coordination meeting in Sonoma County after the Rohnert Park incident. Chief Welch responded no, the meeting that occurred in Marin County was in response to the Rohnert Park incident. Director Mackenzie stated that the coordination/cooperation that took place at the Rohnert Park incident was exemplary.
Director Rabbitt asked how will SMART track all the incidents that have occurred. He has also contacted the Sonoma County Public Works Department to cooperate and work with SMART to assist in installing pedestrian safety measures (ground markings) along SMART’s system.

**OPERATIONS**

General Manager Mansourian introduced Operations Manager, Duane Sayers, gave an overview of the following:

- SMART Operations consists of three divisions:
  - Transportation
  - Vehicle Maintenance
  - Track, Train Control and Signal System Maintenance
- 88 Full-Time Employees
- 24-hour operation, seven days a week
- 14 Diesel Multiple Units (DMU) in service
- 4 more being commissioned

Superintendent of Transportation, Jon Kerruish, gave an overview of the following:

- Engineers
- Conductors
- Bridge Tenders – Haystack Bridge
- Controller Supervisors
- Operations Center
- SMART Diesel Multiple Units equipped with Automatic External Defibrillators (AED’s)
- Reasons for Occasional Delays
- Performance

Superintendent of Vehicle Maintenance, Husani “H” Longstreet, gave an overview of the following:

- Cleaning of Diesel Multiple Units (DMU)
- Required Inspections by Federal Railroad Administration
- Maintenance and repairs
- Work with concession stand staff to load the DMU
- Truck work and Removal of wheels
- Inventory Control

Superintendent of Signal and Ways, Track and Facility Maintenance, Marc Bader, gave an overview of the following:

- Signals
  - Routine Inspections and Maintenance on crossings and signals
  - Routine Switch Inspections
  - Annual Crossing Inspections
  - Central Instrument Locations
- Track
- Trash and Debris removal along right-of-way
- Track Inspections
- Switch Inspections
- Vegetation Removal

### Facilities
- Bridge Maintenance
- Office Improvements
- Cleaning and Maintenance
- Platform Maintenance
- Fencing Maintenance
- Pathway Maintenance

Operations Manager, Duane Sayers, gave an overview of the following:

- **Operation Support**
  - Radio System
  - Monitoring the CCTV System
  - Monitoring the SMART Automatic Vehicle Location System

- **Training**
  - Fare Collection
  - Handheld Card Reader,
  - Clipper Cards
  - SMART Mobile Applications
  - E-Tickets
  - American with Disabilities Act Training
  - Bloodborne Pathogen Awareness Training
  - Customer Service Training
  - Passenger Train Emergency Preparedness Training
  - Title VI Training
  - Customer Service

- **Fleet Services**
  - Contract with Sonoma County Fleet Services

Lastly, Mr. Mansourian stated that there are three more presentations but due to time constrains they can be presented at the next meeting.

Chair Fudge concurred with General Manager Mansourian and will continue the items at the next meeting. She asked to pass their sincere appreciation to all staff for great job.

Director Eddie thanked the entire SMART staff for an excellent presentation and their hard work.

**Public Comments**
Chris Rogers voiced his concerns about the Jennings Avenue Crossing. Chair Fudge stated that the City of Santa Rosa will have a public meeting on Tuesday, October 23rd.
Steve Birdlebough asked the following: 1) how does Positive Train Control tie into grade crossings and 2) Is the trespassing problem relieved in areas that have pathways adjacent to the tracks.

Patricia Tuttle-Brown thanked staff for the informative presentations.

Duane Bellinger thanked staff for a great job.

James Duncan voiced his concerns about the Jennings Avenue Crossing and urge the Board to have a public discussion.

Johanna James voiced her concerns about the Jennings Avenue Crossing and urged the Board to move forward with construction.

Bjorn Griepenburg thanked SMART for a successful first year. He voiced his concerns about various unbuild pathway segments in Marin County.

Thomas Ells what a great year for SMART and voiced his concerns about the Jennings Avenue Crossing.

3. Next Regular Meeting Board of Directors, November 7, 2018 – 1:30 PM – 5401 Old Redwood Highway, 1st Floor, Petaluma, CA 94954

4. Adjournment – Meeting adjourned at 5:09 PM.

Respectfully submitted,

Leticia Rosas-Mendoza
Clerk of the Board

Approved on: ______________________
November 7, 2018

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

SUBJECT: Monthly Finance Reports

Dear Board Members:

RECOMMENDATION: Information Item

SUMMARY:
We are presenting the monthly financial report for activity through the month of September which was not presented at our last meeting which was a workshop only. All revenues and expenses are within budgeted amounts. Gross sales tax received through the month of September is $3,244,250 which may include some receipts from the prior fiscal year as the State of California has been behind in processing tax revenues for the last several months. Our report shows bond investments totaling $27,046,182 and other cash and investments of $42,403,030.

Very truly yours,

[Signature]

Erin McGrath
Chief Financial Officer

Attachment(s): Monthly Financial Report
Contract Summary
## Budget Report

### Revenues

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<th>FY 2018-19 Budget</th>
<th>YTD</th>
<th>Remaining Budget</th>
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<td><strong>Administration</strong></td>
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<td>Sales/Use Taxes</td>
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<tr>
<td>Fund Balance</td>
<td>4,560,824</td>
<td>4,560,824</td>
<td>-</td>
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<td>Sales/Use Taxes</td>
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<td>State Grants</td>
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<td>Other Charges</td>
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<td><strong>Subtotal</strong></td>
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<td>Fund Balance</td>
<td>20,011,091</td>
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<td>State Grants</td>
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<td>Other Governments/ Misc.</td>
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<td>-</td>
<td>11,057,019</td>
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<td>Measure M</td>
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<td>MTC - RM2</td>
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### Expenditures

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<tr>
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<th>FY 2018-19 Budget</th>
<th>YTD</th>
<th>Remaining Budget</th>
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<tbody>
<tr>
<td><strong>Administration</strong></td>
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<tr>
<td>Salaries &amp; Benefits</td>
<td>$5,415,504</td>
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<td>Services &amp; Supplies</td>
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<td>556,946</td>
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<td>Machinery &amp; Equipment</td>
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<td>97,732</td>
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<td>Debt Service/ Other Charges</td>
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<td>16,095,850</td>
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<td><strong>Operations</strong></td>
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<td>Salaries &amp; Benefits</td>
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<td>Services &amp; Supplies</td>
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<td>Buildings &amp; Capital Improvements</td>
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<td><strong>Subtotal</strong></td>
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<tr>
<td>Salaries &amp; Benefits</td>
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<td>Services &amp; Supplies</td>
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<td>Other Charges</td>
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<td>Machinery &amp; Equipment</td>
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### Investment Report

<table>
<thead>
<tr>
<th>Fund Type</th>
<th>Amount</th>
</tr>
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<tbody>
<tr>
<td>Bond Reserve Fund</td>
<td>$ 17,239,620</td>
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<td>Sonoma County Treasury Pool</td>
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<td>Interest Fund</td>
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<tr>
<td>Sonoma County Treasury Pool</td>
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<tr>
<td>Project Fund</td>
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<tr>
<td>Sonoma County Treasury Pool</td>
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</tr>
<tr>
<td>Principal Fund</td>
<td>$ 4,909,545</td>
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<tr>
<td>Sonoma County Treasury Pool</td>
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<tr>
<td><strong>SMART Operating Accounts</strong></td>
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</tr>
<tr>
<td>Bank of Marin</td>
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<tr>
<td>Sonoma County Treasury Pool</td>
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</tr>
<tr>
<td><strong>Total</strong></td>
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<tr>
<td>Contractor</td>
<td>Scope</td>
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<tr>
<td>------------</td>
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<tr>
<td>A.J. Janitorial Service</td>
<td>SMART Station Janitorial and Related Services</td>
</tr>
<tr>
<td>A.J. Janitorial Service</td>
<td>Janitorial Services for Operations Facilities</td>
</tr>
<tr>
<td>Ahlborn Fence &amp; Steel, Inc.</td>
<td>Novato and San Rafael Fencing Projects</td>
</tr>
<tr>
<td>Alcohol &amp; Drug Testing Services, LLC</td>
<td>DOT Drug and Alcohol Testing</td>
</tr>
<tr>
<td>Alliant Insurance Services</td>
<td>Insurance Brokerage &amp; Risk Management Services</td>
</tr>
<tr>
<td>Alstom Transportation</td>
<td>DMU Collision-Damaged Repair Work and Overhauls</td>
</tr>
<tr>
<td>Aramark Uniform Services</td>
<td>Employee Uniform Provider and Cleaning Service</td>
</tr>
<tr>
<td>Asbury Environmental Services (AES)</td>
<td>Recycling &amp; Disposal Service for Used Oil, Fuel Filters, Rags, and Related Equipment</td>
</tr>
<tr>
<td>Beck Communications</td>
<td>IT Infrastructure Relocation</td>
</tr>
<tr>
<td>Big Cat Advertising</td>
<td>Digital Advertisement Services</td>
</tr>
<tr>
<td>California Northern Railroad Company</td>
<td>DMU Temporary Haulage Agreement</td>
</tr>
<tr>
<td>Certified Employment Group</td>
<td>Temporary Staffing Services</td>
</tr>
<tr>
<td>DeAngelo Brothers, LLC (DBI Services)</td>
<td>Vegetation Abatement, Debris Removal, and Related Services</td>
</tr>
<tr>
<td>Alstom Transportation</td>
<td>DMU Collision-Damaged Repair Work and Overhauls</td>
</tr>
<tr>
<td>Aramark Uniform Services</td>
<td>Employee Uniform Provider and Cleaning Service</td>
</tr>
<tr>
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</tr>
<tr>
<td>Aramark Uniform Services</td>
<td>Employee Uniform Provider and Cleaning Service</td>
</tr>
<tr>
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<tr>
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<td>Alstom Transportation</td>
<td>DMU Collision-Damaged Repair Work and Overhauls</td>
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<tr>
<td>Aramark Uniform Services</td>
<td>Employee Uniform Provider and Cleaning Service</td>
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<td>Asbury Environmental Services (AES)</td>
<td>Recycling &amp; Disposal Service for Used Oil, Fuel Filters, Rags, and Related Equipment</td>
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<td>Beck Communications</td>
<td>IT Infrastructure Relocation</td>
</tr>
<tr>
<td>Company Name</td>
<td>Services</td>
</tr>
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<td>--------------------------------------------------------</td>
<td>--------------------------------------------------------------------------</td>
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<tr>
<td>Platinum Advisors, LLC</td>
<td>State Legislative Advocacy Services</td>
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<tr>
<td>Portola Systems, Inc.</td>
<td>SMART Station Network Configuration Services</td>
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<tr>
<td>Precision Wireless</td>
<td>Tech Support and Maintenance for Land Mobile Radio</td>
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<tr>
<td>RailPros, Inc.</td>
<td>Professional Engineering Services for Larkspur Extension</td>
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<tr>
<td>Santa Rosa Fire Equipment Service, Inc.</td>
<td>SMART Fire Equipment Maintenance</td>
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<td>Sonoma County Fleet Operation Division</td>
<td>Non-Revenue Fleet Maintenance Services</td>
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<tr>
<td>Sonoma County Probation Department</td>
<td>Right-of-Way Vegetation Control, Brush and Debris Removal, and Homeless Camp Clean-up</td>
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<tr>
<td>Sperry Rail Service</td>
<td>Rail Flaw Detection Services</td>
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<tr>
<td>SPTJ Consulting</td>
<td>Network Infrastructure, Security, Migration and Setup Services</td>
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<tr>
<td>Stacy and Witbeck/Herzog, JV</td>
<td>Design/Build Construction of Civil, Track &amp; Structures Improvements of Larkspur Extension</td>
</tr>
<tr>
<td>Stacy and Witbeck/Herzog, JV</td>
<td>Design/Build Construction of Civil, Track &amp; Structures Improvements of IOS-1</td>
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<td>Stantec Consulting Services, Inc.</td>
<td>Environmental Permit Management and Construction Compliance Monitoring</td>
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<tr>
<td>Sue Evans</td>
<td>Real Estate Support Services</td>
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<td>Sumitomo Corporation</td>
<td>Manufacture &amp; Delivery of Rail Vehicle</td>
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<tr>
<td>Summit Signal, Inc.</td>
<td>Emergency Call-Out Services for Track and Signals</td>
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<tr>
<td>Swiftly, Inc.</td>
<td>AVL Mobile Application and Website Interface</td>
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<td>The GBS Group</td>
<td>Internet Connectivity (Wi-Fi) for SMART Trains</td>
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<td>United Mechanical Incorporated</td>
<td>HVAC Maintenance Services at SMART Facilities</td>
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<td>Van Scoyoc Associates</td>
<td>Federal Legislative Advocacy Services</td>
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<td>VenTek Transit, Inc.</td>
<td>Clipper Vending Machine Operations and Maintenance Services</td>
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<td>Cloud-Based Storage of Security Data</td>
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<td>West Coast Arborists, Inc.</td>
<td>Tree Trimming, Removal, and Related Services</td>
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<td>William Campagna</td>
<td>Disability Access Consultant Services</td>
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<td>WRA Environmental Consultants</td>
<td>Environmental Permitting, Management, &amp; Support Services</td>
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<tr>
<td><strong>Total</strong></td>
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</table>

*Actuals-To-Date includes invoices that have been approved as of September 30, 2018, but may not have been processed in SMART's Financial System.*
November 7, 2018

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

SUBJECT: Approval Contract for Federal Legislative Advocacy Services

Dear Board Members:

RECOMMENDATION:
Authorize the General Manager to execute a contract for federal legislative services to Van Scoyoc Associates, Inc., for a $60,000 one-year base term for 2019 with the option, at the sole discretion of SMART, for up to two additional one-year terms, at a cost of $60,000 for 2020 and $60,000 for 2021.

SUMMARY:
We have utilized the federal legislative advocacy services of Van Scoyoc Associates, Inc., from 2013 through 2018. Prior to the 2013 contract award to Van Scoyoc Associates, Inc., in 2012 SMART conducted a competitive procurement through a Request for Proposals for these services, receiving eight proposals. Van Scoyoc Associates, Inc., had the strongest proposal package based on five evaluation criteria and had the most favorable price proposal. Over the six years the contract has been in place, Van Scoyoc Associates, Inc., saved SMART $86,000 compared to the next lowest bidder. Their current 2018 annual contract cost is $54,000 or $4,500 per month. The proposed new annual contract rate is $60,000 or $5,000 per month over each of the next three years.

Over their six years of service to SMART, Van Scoyoc Associates, Inc., have supported and assisted SMART in our federal legislative affairs. Included in their efforts have been:

- Weekly update on federal transportation and other legislative activity of interest to SMART.
- Meeting and logistics coordination support with SMART staff in Washington, D.C.
- Advocacy support for grant applications and legislative issues of concern to SMART.
In 2018, SMART succeeded in having both the Federal Transit Administration and the Federal Railroad Administration (FRA) execute crucial grant agreements for the SMART Larkspur Rail Extension, which kept the $53 million project moving forward. Shortly thereafter, the Administration stopped approving grants nationwide for transit projects.

In addition, in 2018 SMART received notification from the FRA of an award of grant funds for Positive Train Control implementation on the SMART Windsor Rail Extension Project. Van Scyoc Associates, Inc., have been a critical component in SMART’s federal grant success and, as such, we strongly recommend your Board approve this new contract.

**FISCAL IMPACT:** Funding for the $60,000 annual contract is assumed and included in the Fiscal Year 2018-19 budget.

**REVIEWED BY:** [ x ] Finance [ x ] Counsel

Very truly yours,

Joanne Parker
Programming and Grants Manager

Attachment(s): Van Scyoc Associates, Inc. Contract
AGREEMENT FOR CONSULTANT SERVICES

This agreement ("Agreement") is dated as of this ___ day of November, 2018 ("Effective Date") by and between the Sonoma-Marin Area Rail Transit District, a California public agency (hereinafter "SMART"), and Van Scoyoc Associates, Inc., (hereinafter "Consultant"). SMART and Consultant are sometimes referred to herein individually as a “party” and collectively as the “parties”.

REcITAls

WHEREAS, Consultant represents that it is a duly qualified provider of federal legislative advocacy services; and

WHEREAS, in the judgment of the Board of Directors of SMART, it is necessary and desirable to employ the services of Consultant to perform federal legislative advocacy services; 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.

The above Recitals are true and correct and are hereby incorporated into and form a part of this Agreement.

ARTICLE 2. LIST OF EXHIBITS.

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

Exhibit A: Scope of Work
Exhibit B: Schedule of Rates

ARTICLE 3. SCOPE OF SERVICES.

Section 3.01 Consultant’s Specified Services. Consultant shall perform the services set forth in the Scope of Work attached hereto as Exhibit A (cumulatively referred to as the “Scope of Work”).

Section 3.02 Reporting to SMART. Consultant shall report to SMART’s General Manager in the performance of all work hereunder.

Van Scoyoc Associates, Inc.
Agreement
OT-PS-18-005
Section 3.03  Performance Standard. SMART has relied on the professional ability, professional experience, and training of Consultant as a material inducement to enter into this Agreement. Consultant warrants that all work hereunder shall be performed 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 by SMART of work performed by Consultant shall not operate as or be interpreted to be a waiver or release.

Section 3.04  Assigned Personnel. 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.

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.

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.

Section 3.05  Amount of Work. SMART does not guarantee a minimum or maximum amount of work under this Agreement.

ARTICLE 4. PAYMENT.

Section 4.01  The Consultant agrees to perform all of the services included in Scope of Services in accordance with the compensation rates set forth in Exhibit B, inclusive of all expenses such as travel, meals, and telephone, and any and all labor, materials, taxes, profit, overhead, insurance, and sub-consultant costs incurred by Consultant. Total payments to Consultant shall not exceed Sixty Thousand Dollars ($60,000) without the prior written approval of SMART. SMART shall make payment to the Consultant under this Agreement in equal, monthly installments upon receipt and approval of a monthly invoice billing statement, submitted in a form acceptable to SMART.

Consultant must submit all invoices on a timely basis, but no later than thirty (30) days from the date the services/charges were incurred. SMART shall pay Consultant within 30 days after submission of the invoices.

Section 4.02  Should SMART decide to exercise any of the one-year options, SMART will give written notice to the Consultant no later than 30 days in advance of the expiration of the current term.
Section 4.03 Consultant shall submit monthly invoices detailing the services performed during the billing period and the contract number. SMART will pay approved invoices within 30 days of their receipt. Each invoice must be sent to the attention of:

Sonoma-Marin Area Rail Transit District  
Attention: Billing  
5401 Old Redwood Highway, Suite 200  
Petaluma, CA 94954  
billing@sonomamarintrain.org

ARTICLE 5. TERM OF AGREEMENT.

Section 5.01 The term of this Agreement shall commence on the Effective Date and shall remain in full force and effect until December 31, 2019 with two one-year options to renew thereafter, unless terminated earlier in accordance with the provisions of Article 6 below.

ARTICLE 6. TERMINATION.

Section 6.01 Termination Without Cause. Notwithstanding any other provision of this Agreement, at any time and without cause, SMART shall have the right, in its sole discretion, to terminate this Agreement by giving 5 days written notice to Consultant.

Section 6.02 Termination for Cause. Notwithstanding any other provision of this Agreement, should Consultant fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement, SMART may immediately terminate this Agreement by giving Consultant written notice of such termination, stating the reason for termination.

Section 6.03 Delivery of Work Product and Final Payment Upon Termination. In the event of termination, Consultant, within 14 days following the date of termination, shall deliver to SMART all materials and work product subject to Section 11.09 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 6.04 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 6.02, 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 6.05   Authority to Terminate. The Board of Directors has the authority to terminate this Agreement on behalf of SMART. In addition, the Chief Financial Officer or General Manager, in consultation with SMART Counsel, shall have the authority to terminate this Agreement on behalf of SMART.

ARTICLE 7. 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, that arise out of, pertain to, or relate to Consultant’s 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 7 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 8. 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.

Section 8.01   Workers’ Compensation Insurance.

Workers’ compensation insurance with statutory limits as required by the Labor Code of the State of California.

Section 8.02   General Liability Insurance. Commercial general liability insurance covering bodily injury and property damage using an occurrence policy form, in an amount no less than One Million Dollars ($1,000,000) limit for each occurrence and Two Million Dollars ($2,000,000) each for the general aggregate and the products/completed operations aggregate. Said commercial general liability insurance policy shall either be endorsed with the following specific language or contain equivalent language in the policy:

SMART, its officers and employees, is named as additional insured for all liability arising out of the on-going and completed operations by or on behalf of the named insured in the performance of federal legislative advocacy services between SMART and Van Scocoyoc Associates, Inc.
The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company’s liability.

The insurance provided herein is primary and non-contributory coverage to SMART with respect to any insurance or self-insurance programs maintained by SMART.

**Section 8.03 Automobile Insurance.** Automobile liability insurance covering bodily injury and property damage in an amount no less than Two Million Dollars ($2,000,000) combined single limit for each occurrence. Said insurance shall include coverage for owned, hired, and non-owned vehicles.

**Section 8.04 Professional Liability Insurance.** Professional liability insurance for all activities of Consultant arising out of or in connection with this Agreement in an amount no less than Two Million Dollars ($2,000,000) combined single limit for each occurrence.

**Section 8.05 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. 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) Upon SMART’s written request, Consultant shall provide certified copies of the insurance policies to SMART. Said policy copies shall be submitted within thirty (30) days of SMART’s request. 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.

**Section 8.06 Policy Obligations.** Consultant’s indemnity and other obligations shall not be limited by the foregoing insurance requirements.
Section 8.07  Material Breach. If Consultant, for any reason, fails to maintain insurance coverage, which is required pursuant to this Agreement, the same shall be deemed a material breach of this Agreement. SMART, in its sole option, may terminate this Agreement and obtain damages from Consultant resulting from said breach. Alternatively, SMART may purchase such required insurance coverage, and without further notice to Consultant, SMART may deduct from sums due to Consultant any premium costs advanced by SMART for such insurance. These remedies shall be in addition to any other remedies available to SMART.

ARTICLE 9. 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 by SMART. Performance of the services hereunder shall be completed within the time required herein, provided, however, that if the performance is delayed by earthquake, flood, high water, or other Act of God or by strike, lockout, or similar labor disturbances, 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 10. 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 General Manager in a form approved by SMART Counsel. The 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 11. REPRESENTATIONS OF CONSULTANT.

Section 11.01  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 11.02  Status of Consultant. The parties intend that Consultant, in performing the services specified herein, shall act as an independent contractor and shall control the work and the manner in which it is performed. Consultant is not to be considered an agent or employee of SMART and is not entitled to participate in any pension plan,
worker’s compensation plan, insurance, bonus, or similar benefits SMART provides its employees. In the event SMART exercises its right to terminate this Agreement pursuant to Article 6, above, Consultant expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

Section 11.03 Taxes. Consultant agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including but not limited to state and federal income and FICA taxes. Consultant agrees to indemnify and hold SMART harmless from any liability which it may incur to the United States or to the State of California as a consequence of Consultant’s failure to pay, when due, all such taxes and obligations. In case SMART is audited for compliance regarding any withholding or other applicable taxes, Consultant agrees to furnish SMART with proof of payment of taxes on these earnings.

Section 11.04 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.
Section 11.05  Conflict of Interest. Consultant covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Consultant further covenants that in the performance of this Agreement no person having any such interests shall be employed. In addition, if requested to do so by SMART, Consultant shall complete and file and shall require any other person doing work under this Agreement to complete and file a “Statement of Economic Interest” with SMART disclosing Consultant’s or such other person’s financial interests.

Section 11.06  Nondiscrimination. The Consultant, sub-recipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Consultant shall carry out applicable requirements of 49 CFR part 26, relating to Disadvantaged Business Enterprises, in the award and administration of DOT-assisted contracts as applicable. Failure by the Consultant to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate.

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 11.07  Assignment Of Rights. Consultant assigns to SMART all rights throughout the world in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all versions of the reports, designs, drawings, plans, specifications, schedules and other materials, 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 materials prepared in connection with this Agreement 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 materials prepared in connection with this Agreement in connection with this or any other project without first obtaining written permission of SMART.
Section 11.08 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 or Consultant’s subcontractors, consultants, 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 12. 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 12 limits SMART’s right to terminate this Agreement pursuant to Article 6.

ARTICLE 13. 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 14. 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 or by U.S. Mail or courier service. Notices, invoices, and payments shall be addressed as follows:

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

Van Scoyoc Associates, Inc.
Agreement
OT-PS-18-005
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 15. MISCELLANEOUS PROVISIONS.

Section 15.01 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 15.02 Construction. To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Consultant and SMART acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. Consultant and SMART acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

Section 15.03 Consent. Wherever in this Agreement the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.

Section 15.04 No Third Party Beneficiaries. Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.
Section 15.05  Applicable Law and Forum. This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in Santa Rosa or the forum nearest to the city of Santa Rosa, in the County of Sonoma.

Section 15.06  Captions. The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.

Section 15.07  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 15.08  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 the signature of a party is delivered by scanned image as an attachment to electronic mail. Such scanned signature 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 15.09  Time of Essence. Time is and shall be of the essence of this Agreement and every provision hereof.
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

CONSULTANT:

By: ___________________________  Date: ___________________________

Name: ___________________________

Title: ___________________________

SONOMA-MARIN AREA RAIL TRANSIT (SMART)

By: ___________________________

Farhad Mansourian, General Manager

Date: ___________________________

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

By: ___________________________

Ken Hendricks, Procurement Coordinator

Date: ___________________________

APPROVED AS TO FORM FOR SMART:

By: ___________________________

District Counsel

Date: ___________________________
EXHIBIT A
SCOPE OF WORK

• **Build and Sustain Relationships.** Van Scoyoc Associates (VSA) will engage and maintain strong relationships with the North Bay and California congressional delegation. VSA meets regularly with Senator Harris, Senator Feinstein, and Representatives Huffman and Thompson and their staff and we will continue to do so on behalf of SMART. We will act as an extension of SMART in Washington, D.C., ensuring that these Members are apprised of SMART’s priorities and engaged in efforts to advance beneficial programs, policies, and funding opportunities.

• **Advocacy Plan and Implementation.** VSA will work with SMART to identify policy, funding, and administrative opportunities and develop an updated federal advocacy plan. VSA will seek opportunities in authorization and appropriations bills to advocate for policy changes that will aid SMART’s funding and programmatic objectives and we will advocate for passage, defeat, or amending of legislation based on SMART’s priorities. We will draft legislation and amendments and work with Senators Feinstein and Harris, and Representatives Huffman and Thompson to champion those proposals. We will also work with senior officials in the Executive Branch.
  
  o A key legislative element of that plan will be the reauthorization of the FAST Act, the surface transportation bill that expires in 2020, and seeking amendments to current law that will make SMART eligible for Federal Transit Administration (FTA) State of Good Repair grants (section 5337) immediately, rather than waiting for another five years.
  
  o VSA will continue to work with our contacts at the Federal Railroad Administration (FRA) on SMART’s positive train control (PTC) implementation plan. We will also work to support SMART in any future issues related to federal permits from the Corps of Engineers, Coast Guard, or other federal agencies.
  
  o VSA will advocate on non-transportation issues important to SMART and its efforts to work with local officials on tribal issues, forest management, and expanding internet access to small and rural communities.

• **Grant Support.** Work with officials at the Department of Transportation, the Department of Homeland Security (DHS), and any other federal department to ensure that SMART is aware of and poised to compete for federal grant opportunities, such as DOT’s Better Utilizing Investments to Leverage Development (BUILD) grants, FTA Capital Investment Grants for a possible rail extension to the north or east and west, FRA positive train control grants, or DHS rail security grants. This includes working with our contacts at federal agencies to explore and navigate the political calculations that often underlie federal grant competitions. VSA will continue to send grant
announcements to SMART and will secure congressional support, through letters and telephone calls, to DOT’s leadership urging that SMART grant application receive priority consideration. We will also work with SMART to develop and submit requests for designated funding, should congressional earmarks be allowed.

- **SMART Trips to Washington, D.C.** VSA will arrange and attend meetings for SMART with Members of Congress, Executive Branch officials, policy staff, and industry group leaders. For trips to Washington, D.C., VSA will provide a complete itinerary for any SMART travel and will prepare any briefing documents. VSA begins all federal advocacy trips with strategy and messaging sessions to ensure that SMART’s leadership team is prepared to make the most out of every meeting. Toward that end, VSA will draft talking points for meetings and telephone calls to federal policymakers.

- **Research.** We will provide tailored research and analysis of legislation, budget proposals, appropriations bills, regulatory actions, congressional hearings, and reports. Similarly, we will provide tailored research and analysis of legislation, budget proposals, appropriations bills, regulatory actions, congressional hearings, and reports. We will attend hearings and committee markups, providing summaries and analysis of how those congressional activities would impact SMART.

- **Engage Stakeholders.** Participate in coalitions groups including the American Public Transportation Association (APTA), Rails-to-Trails Conservancy, and other ad hoc infrastructure and rail safety groups. VSA will report back to SMART on any relevant advocacy efforts these coalitions undertake.

- **Travel to SMART.** VSA will travel to Petaluma as requested to meet with the SMART’s General Manager, Board of Directors, and other officials and staff to develop, refine, and report on the implementation of the federal advocacy plan.

- **Communication.** VSA will continue to maintain regular contact with SMART through weekly summaries of transportation and rail legislation, budgetary, and regulatory activities in Washington, D.C., as well as regular bi-monthly conference calls. In addition, VSA will provide SMART with monthly reports so the authority knows what work is being done on its behalf. We will send SMART third-party analysis and articles relevant to SMART’s mission of providing safe and efficient passenger rail service and integrating freight rail service into its passenger rail service.
## EXHIBIT B
### SCHEDULE OF RATES

<table>
<thead>
<tr>
<th>ITEM</th>
<th>CONTRACT YEAR</th>
<th>MONTHLY FEE</th>
<th>MONTHS</th>
<th>FEE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>January 1, 2019 to December 31, 2019</td>
<td>$5,000</td>
<td>X 12</td>
<td>$60,000</td>
</tr>
<tr>
<td>1&lt;sup&gt;st&lt;/sup&gt; Option</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>January 1, 2020 to December 31, 2020</td>
<td>$5,000</td>
<td>X 12</td>
<td>$60,000</td>
</tr>
<tr>
<td>2&lt;sup&gt;nd&lt;/sup&gt; Option</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>January 1, 2021 to December 31, 2021</td>
<td>$5,000</td>
<td>X 12</td>
<td>$60,000</td>
</tr>
<tr>
<td></td>
<td>TOTAL INCLUDING OPTIONS</td>
<td></td>
<td></td>
<td>$180,000</td>
</tr>
</tbody>
</table>
November 7, 2018

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

SUBJECT: Amendment to SMART Salary Ranges and Position Allocation Authorizations – Senior Real Estate Officer and Code Compliance Officer

Dear Board Members:

RECOMMENDATION:
Approve Resolution Number 2018-25 amending the Fiscal Year 2018-19 Budget to authorize:
1) Conversion of One Full Time Equivalent (FTE) Real Estate Officer to a Senior Real Estate Officer and
2) Adjust the salary range for 2.5 FTE Code Compliance Officers

SUMMARY:
On June 6, 2018, your Board approved the annual budget for Fiscal Year 2018-19, which included authorization for all employee positions and their salary ranges.

Senior Real Estate Officer
We recommend that the position authorizations for Fiscal Year 2018-19 be amended to covert one Real Estate Officer to a Senior Real Estate Officer effective November 7, 2018, so that SMART’s total budgeted position allocations will not be increased. The Real Estate Officer position is currently vacant.

The current Real Estate Officer position has been vacant since February 2018. Due to the unique skill set required for public agency real estate, the candidate pool is limited. We have not succeeded in filling the position, despite extensive targeted advertising, recruitment, and multiple interviews. As a newer agency with a small department, a higher skill level is required since there are only two employees to handle the workload for over 70 miles of real estate, including an active Larkspur construction project.

As the District’s responsibilities expand, the demand for a skilled real estate employee is paramount to handling the complexities of the real estate work for the Brazos Branch, the Windsor Extension and the management of the real estate assets that are to be transferred from North Coast Railroad Authority.
Creating a higher-level position will help to attract a larger pool of candidates than we have been able to access over the last six months. A survey of local public agencies with similar Senior Real Estate positions was conducted. The table below shows the salary ranges currently offered for similar positions in local public and transit agencies.

<table>
<thead>
<tr>
<th>Agency</th>
<th>Job Title</th>
<th>Low</th>
<th>High</th>
</tr>
</thead>
<tbody>
<tr>
<td>BART</td>
<td>Senior Real Estate Officer</td>
<td>$99,224</td>
<td>$128,992</td>
</tr>
<tr>
<td>County Of Marin</td>
<td>Real Property Agent III</td>
<td>$87,029</td>
<td>$104,520</td>
</tr>
<tr>
<td>County of Sonoma</td>
<td>Supervising Right of Way Agent</td>
<td>$80,584</td>
<td>$97,969</td>
</tr>
<tr>
<td>Sam Trans</td>
<td>Senior Real Estate Officer</td>
<td>$101,541</td>
<td>$147,235</td>
</tr>
<tr>
<td>Sacramento Regional Transit District</td>
<td>Real Estate Administrator</td>
<td>$78,996</td>
<td>$110,592</td>
</tr>
<tr>
<td>VTA</td>
<td>Senior Real Estate Agent</td>
<td>$110,395</td>
<td>$134,224</td>
</tr>
<tr>
<td><strong>Average</strong></td>
<td></td>
<td>$92,962</td>
<td>$120,589</td>
</tr>
</tbody>
</table>

**Code Compliance Officer**

The Fiscal Year 2018-19 budget authorized 2.5 FTE Code Compliance Officers. Under direction of the District’s Chief of Police, Code Compliance Officers are responsible for enforcing ordinances, regulations and laws governing the transit system. They are called upon to assist patrons and the public and ensure the safety of passengers. Since SMART began hiring Code Compliance Officers in 2016, the average tenure in the position has been eleven months. Due to these retention issues, a salary survey of similar positions in Bay Area public agencies was conducted. The table below shows that the District’s salary range for the Code Compliance Officer is below average for similar positions. We recommend that the salary range for the Code Compliance Officer be adjusted to reflect the current market.

<table>
<thead>
<tr>
<th>Agency</th>
<th>Job Title</th>
<th>Low</th>
<th>High</th>
</tr>
</thead>
<tbody>
<tr>
<td>Santa Clara Valley Transit Authority</td>
<td>Fare Inspector</td>
<td>$52,229</td>
<td>$74,610</td>
</tr>
<tr>
<td>County of Marin</td>
<td>Parking Enforcement Officer I</td>
<td>$53,144</td>
<td>$62,920</td>
</tr>
<tr>
<td>San Francisco Municipal Transit Authority</td>
<td>Parking Control Officer</td>
<td>$54,912</td>
<td>$70,720</td>
</tr>
<tr>
<td>San Francisco Municipal Transit Authority</td>
<td>Transit Fare Inspector</td>
<td>$64,771</td>
<td>$78,749</td>
</tr>
<tr>
<td>City Novato</td>
<td>Community Svcs Officer</td>
<td>$62,304</td>
<td>$75,732</td>
</tr>
<tr>
<td>City Santa Rosa</td>
<td>Parking Enforcement Officer I</td>
<td>$47,798</td>
<td>$58,032</td>
</tr>
<tr>
<td>Ave Salary</td>
<td></td>
<td>$55,860</td>
<td>$70,127</td>
</tr>
<tr>
<td><strong>SMART Salary</strong></td>
<td></td>
<td>$52,645</td>
<td>$63,544</td>
</tr>
</tbody>
</table>

The summary of the position and salary changes recommended in the Fiscal Year 2018-19 budget:

<table>
<thead>
<tr>
<th>POSITION</th>
<th>FTE</th>
<th>ANNUAL SALARY RANGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Real Estate Officer</td>
<td>0.4</td>
<td>$73,861</td>
</tr>
<tr>
<td>Senior Real Estate Officer</td>
<td>1</td>
<td>$99,341</td>
</tr>
<tr>
<td>Code Compliance Officer</td>
<td>2.5</td>
<td>$52,270 $62,150 $63,544 $75,525</td>
</tr>
</tbody>
</table>

**FISCAL IMPACT:** The recommended changes to the Position Authorizations for Fiscal Year 2018-19 would result in an increase in salary and benefit costs of $53,164. This cost will be absorbed in the budget using salary savings from vacant positions.

**REVIEWED BY:** [ ] Finance [ ] Counsel

Very truly yours,

Lisa Hansley  
Human Resources Manager

Attachment(s): Resolution No. 2018-25
RESOLUTION OF THE BOARD OF DIRECTORS OF THE SONOMA-MARIN AREA RAIL TRANSIT DISTRICT AMENDING RESOLUTION NO. 2018-12 TO REVISE THE ANNUAL BUDGET FOR FISCAL YEAR 2018-19 TO PROVIDE FOR REVISED POSITION AUTHORITY

WHEREAS, as part of its approval of the Annual Budget for Fiscal Year 2018-19, the Board duly considered the annual expenditures necessary for the Sonoma-Marin Area Rail Transit District; and

WHEREAS, on June 06 2018, the Board adopted Resolution No. 2018-12 approving the annual budget for Fiscal Year 2018-19; and

WHEREAS, Resolution No. 2018-12 considered the creation of employee positions and fixed the compensation and salary for those positions; and

WHEREAS, the Board desires to Amend the Annual Budget to provide the revised position authority for increased salary and benefit expenditures.

NOW, THEREFORE, BE IT RESOLVED THAT THE Fiscal Year 2018-19 Budget for the Sonoma-Marin Area Rail Transit District attached as Exhibit A to Resolution 2018-12 is hereby amended to revise Table 5, Fiscal Year 2018-19 Proposed Position Authorizations, to reflect position revisions as shown below:

<table>
<thead>
<tr>
<th>Position</th>
<th>FTE</th>
<th>Salary Range Annual</th>
<th>Salary Range: Hourly</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Low</td>
<td>High</td>
</tr>
<tr>
<td>Code Compliance Officer</td>
<td>2.5</td>
<td>$62,150</td>
<td>$75,525</td>
</tr>
<tr>
<td>Senior Real Estate Officer</td>
<td>1</td>
<td>$99,341</td>
<td>$120,744</td>
</tr>
</tbody>
</table>

BE IT FURTHER RESOLVED except as specifically amended or supplemented by this Resolution, Resolution No. 2018-12, together with all supplements, amendments and exhibits thereto is, and shall continue to be, in full force and effect as originally adopted, and nothing contained herein shall, or shall be construed to, modify, invalidate or otherwise affect any provision of Resolution No. 2018-12.
PASSED AND ADOPTED at a regular meeting of the Board of Directors of the Sonoma-Marin Area Rail Transit District held on the 7th day of November, 2018, by the following vote:

DIRECTORS:
AYES:

NOES:

ABSENT:

ABSTAIN:

_________________________________
Debora Fudge, Chair, Board of Directors
Sonoma-Marin Area Rail Transit District

ATTEST:

_____________________________________________
Leticia Rosas-Mendoza, Clerk of the Board of Directors
Sonoma-Marin Area Rail Transit District
November 7, 2018

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

SUBJECT: Update on Insurance Program

Dear Board Members:

RECOMMENDATION:
No action.

SUMMARY:
As part of our ongoing work related to risk management for the District, we are continuously evaluating SMART’s activities and the risk of loss we might incur were an accident to happen on SMART’s property. Our insurance coverage is negotiated through our expert risk consultant, Alliant Insurance Services, in advance of the policies as they expire. Today we are briefing you on our activities to date.

Railroad Liability Program
Our current Railroad Liability program is active through the end of the Fiscal Year, June of 2019, and covers all liability and injuries that may occur within 50 feet of SMART-owned track, bridges, and crossings, up to $295 million in an annual aggregate, with a $500,000 self-insurance retention requirement. As we have briefed you in the past, Alliant assisted us in in the domestic and international markets to build the layers of our policy with multiple carriers taking on portions of SMART’s liability. SMART’s current Railroad Liability program contains coverage from six carriers from both domestic and international markets. Having multiple carriers on SMART’s policy also helps us develop long-term relationships with various markets, which has proven to yield more favorable quotes for SMART’s coverage. In January, we will begin to market SMART’s policies for renewal, which will require significant outreach and work in order to keep the policies within a reasonable amount compared to our current plans. The cost of our current rail liability coverage is $1.16 million annually.
**Property Insurance**
This past month, we worked with Alliant to renew our annual Property insurance coverage which expired on October 19. This coverage, which is designed to quickly address damage to our facilities, railcars and signal system, proved valuable this year following the incident on March 31 that damaged the entire front end of our DMU. We are, in addition, adding coverage for the four new rail cars that have arrived from Japan. We insure approximately $140 million in property values through our property policy, for an annual premium of $293,206. This coverage includes damage due to fire, earthquake and flood on the portions of our property we believe the most vulnerable to these risks. We were pleased with the results of the renewal efforts which kept the rate increase at 2% and included a rate guarantee for the next three years. We were required to increase our deductible amount for the railcars to $250,000, which was expected given the pressure on the property insurance market, comparable with other agencies, and the fact that we had a major incident in the past year. As a small District without alternatives to our operating facilities, it is imperative that we continue to provide a financial safety net for the unexpected to occur so that we can recover quickly, without the need to deplete our reserves.

**Other Policies**
Our comprehensive insurance program also includes a number of other policies designed to cover other risks. Those policies and their coverage levels general include:

Automobile: $2,218,146  
General Liability: $2,000,000  
Excess Liability: $10,000,000  
Crime: $1,000,000  
Workers Compensation: $1,000,000  
Public Officials/Employment Practices: $5,000,000

Each of these policies has various sublimits and different deductibles. However, the budget includes funding for these and all SMART policies as well as a self-insurance fund to cover claims not covered by insurance. We believe that our program continues to provide the appropriate amount of coverage for the cost and will continue to evaluate it as we enter into negotiations for the coming renewals.

**FISCAL IMPACT:** None. Report only, insurance costs are assumed in the FY 2018-19 budget.

**REVIEWED BY:** [ ] Finance [ ] Counsel

Very truly yours,

Erin McGrath  
Chief Financial Officer
November 7, 2018

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


Dear Board Members:

RECOMMENDATION:
Authorize the General Manager to Execute Contract No. OP-SV-18-011 with Pamco Machine Works, Inc. in the amount of $378,000 to perform wheel pressing services for SMART’s Diesel Multiple Units (DMUs).

SUMMARY:
Wheel pressing services require the use of specialized heavy equipment to press together wheels, bearings, and brake discs onto the axles per original manufacturer specifications. This is the first time that SMART’s DMUs will need wheel pressing services as part of required maintenance operations. SMART does not currently own the equipment required to perform these services in-house and as such must contract out to a third party.

A formal Request for Proposal (RFP) was issued to procure a specialized rail contractor to perform wheel pressing services for SMART’s DMU wheelsets for a term of one year with two additional one-year options to renew thereafter. SMART received a total of two proposals from the following companies:

<table>
<thead>
<tr>
<th>COMPANY NAME</th>
<th>TASK 1 COST</th>
<th>TASK 2 COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>ORX Railway Company</td>
<td>$4,499.00 each</td>
<td>$6,697.00 each</td>
</tr>
<tr>
<td>Pamco Machine Works</td>
<td>$3,886.00 each</td>
<td>$5,514.00 each</td>
</tr>
</tbody>
</table>

Task 1: New Wheel-set Assembly Pressing

SMART requires this service for twelve (12) new wheel sets currently on order.
Task 2: Removal and Replacement on Existing Wheel Sets

SMART requires this service on sixty (60) existing wheel sets in accordance with scheduled maintenance activities over the next twelve months.

Out of the two proposals received, the evaluation committee identified the Pamco Machine Works, Inc. proposal to be the most advantageous to the District in terms of qualifications, logistics, and cost.

We recommend authorizing the General Manager to award and execute Service Contract No. OP-SV-18-011 with Pamco Machine Works, Inc. in the amount of $378,000 to perform wheel pressing services on SMART’s DMU wheelsets.

**FISCAL IMPACT:** Funding is included in the Fiscal Year 2018-19 operations budget.

**REVIEWED BY:** [ x ] Finance [ x ] Counsel

Very truly yours,

Ken Hendricks
Procurement Coordinator

Attachment(s): Pamco Machine Works, Inc. Contract
AGREEMENT FOR CONTRACTOR SERVICES

This agreement (“Agreement”), dated as of ____________, 2018 (“Effective Date”) is by and between the Sonoma-Marin Area Rail Transit District (hereinafter “SMART”), and Pamco Machine Works, Inc. (hereinafter “Contractor”).

RECITALS

WHEREAS, Contractor represents that it is duly qualified and experienced in the areas of railroad wheel pressing, and related services; and

WHEREAS, in the judgment of the Board of Directors of SMART, it is necessary and desirable to employ the services of Contractor for railroad wheel pressing, and related services.

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 Services

(b) Exhibit B: Schedule of Rates

(c) Exhibit C: SMART Equipment Specification Sheet

Article 3. REQUEST FOR SERVICES.

Section 3.01 Initiation Conference. SMART’s Superintendent of Vehicle Maintenance, Husani Longstreet, will initiate all requests for services through an Initiation Conference, which may be in person, by telephone, or by email. During the Initiation Conference, SMART will provide the following information:

- Date of Service
- Time of Service
- Location of Service
- Description of Services
- Contact Information for SMART

Contractor will confirm the details of the request, verify the scheduling of the services, and provide a response indicating whether the services can be performed as requested. If any adjustments are necessary, the parties will negotiate and agree upon a mutually acceptable plan.

PAMCO MACHINE WORKS, INC.
AGREEMENT
OP-SV-18-011

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Conference, SMART’s Superintendent of Vehicle Maintenance and Contractor will establish and agree on a specific task for the project.

Section 3.02 **Amount of Work.** SMART does not guarantee a minimum or maximum amount of work under this Agreement.

**Article 4. SCOPE OF SERVICES.**

Section 4.01 **Scope of Work.** Contractor shall perform services within the timeframe outlined in Exhibit A (cumulatively referred to as the “Scope of Work”).

Section 4.02 **Cooperation With SMART.** Contractor shall cooperate with the SMART’s Superintendent of Vehicle Maintenance in the performance of all work hereunder.

Section 4.03 **Performance Standard.** Contractor 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 Contractor’s profession. If SMART determines that any of Contractor’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 Contractor to meet with SMART to review the quality of the work and resolve matters of concern; (b) require Contractor to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of Article 7; or (d) pursue any and all other remedies at law or in equity.

Section 4.04 **Assigned Personnel.**

(a) Contractor 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 Contractor to perform work hereunder, Contractor 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 Contractor 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. Contractor shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of SMART. Key personnel shall be as listed in the applicable Task Order.

(c) In the event that any of Contractor’s personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness or other factors outside of Contractor’s control, Contractor shall be responsible for timely provision of adequately qualified replacements.
(d) Contractor shall assign the following key personnel for the term of this Agreement:

James Wilkinson, General Manager

Norman G, Inspector

Article 5. PAYMENT.

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

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

Section 5.02 Consultant shall be paid, as full compensation for the satisfactory completion of the work described in the Scope of Work (Exhibit A) on a Task basis in accordance with the budget established in Exhibit B, provided, however, that Consultant agrees to perform all services described in the Scope of Work for the negotiated amount of $378,000, regardless of whether it takes Consultant more time to complete or costs are more than anticipated. The not-to-exceed (NTE) amount of $378,000 for this Agreement includes labor, supervision, applicable surcharges such as taxes, insurance and fringe benefits as well as indirect costs, overhead and profit allowance, equipment, materials and supplies; in no case shall Consultant be reimbursed for an amount in excess of the NTE amount without a formal written amendment to this Agreement. 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 hours devoted to the task(s); and (iii) the hourly rate or rates of the persons performing the task(s).

Section 5.03 Contractor 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 Contractor 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 Contractor to abide by these requirements may delay or prevent payment of invoices or cause such invoices to be returned to the Contractor unpaid.

Article 6. **TERM OF AGREEMENT.**

Section 6.01 The term of this Agreement shall remain in effect for one year with two options to renew for one (1) additional year each at SMART’s sole discretion unless terminated earlier in accordance with the provisions of Article 7 below.

Article 7. **TERMINATION.**

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

Section 7.02 **Termination for Cause.** Notwithstanding any other provision of this Agreement, should Contractor 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 Contractor written notice of such termination, stating the reason for termination.

Section 7.03 **Delivery of Work Product and Final Payment Upon Termination.** In the event of termination by either party, Contractor, 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, Contractor 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 Contractor 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 Contractor 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 Contractor.

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

Article 8. INDEMNIFICATION

Contractor 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 Contractor, to the extent caused by the Contractor’s negligence, recklessness or willful misconduct in its performance or obligations under this Agreement. Contractor agrees to provide a complete defense for any claim or action brought against SMART based upon a claim relating to Contractor’s performance or obligations under this Agreement. Contractor’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 Contractor’s expense, subject to Contractor’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 Contractor 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, Contractor shall maintain and shall require all of its Subcontractors, Contractors, and other agents to maintain, insurance as described below.

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

Section 9.02 General Liability Insurance. Commercial General Liability insurance covering products-completed and ongoing operations, property damage, bodily injury and personal injury using an occurrence policy form, in an amount no less than $1,000,000 per occurrence, and $15,000,000 aggregate.

Section 9.03 Endorsements. Prior to commencing work, Contractor 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.

(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 Licensee is liable, up to and including the total limit of liability, without right of contribution from any other insurance effected or which may be affected 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 Licensee. Said policy shall protect Contractor 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) Contractor hereby grants to SMART a waiver of any right to subrogation which any insurer of said Contractor may acquire against SMART by virtue of the payment of any loss under such insurance. Contractor 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 9.04 Deductibles and Retentions. Contractor shall be responsible for payment of any deductible or retention on Contractor’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 9.05 Claims Made Coverage. If any insurance specified above is written on a claims-made coverage form, Contractor 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, Contractor shall purchase “extending reporting” coverage for a minimum of three (3) years after completion of the work.

Section 9.06 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 shall be submitted prior to the execution of this Agreement. Contractor 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. Contractor agrees to maintain current endorsements evidencing the above-specified requirements on file with SMART for the duration of this Agreement.

(c) Upon SMART’s written request, Contractor shall provide certified copies of the insurance policies to SMART. Said policy copies shall be submitted within thirty (30) days of SMART’s request. 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.

Section 9.07 Policy Obligations. Contractor’s indemnity and other obligations shall not be limited by the foregoing insurance requirements.

Section 9.08 Material Breach. If Contractor, 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 Contractor resulting from said breach. Alternatively,
SMART may purchase such required insurance coverage, and without further notice to Contractor, SMART may deduct from sums due to Contractor 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 Contractor 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, high water, or other Act of God, the time for Contractor’s performance of this Agreement shall be extended by a number of days equal to the number of days Contractor 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 General Manager in a form approved by SMART Counsel. The Board of Directors, General Manager or SMART’s Representative 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 Contractor 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 Contractor shall be entitled to no compensation whatsoever for the performance of such work. Contractor 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 CONTRACTOR.

Section 12.01 Standard of Care. SMART has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor 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 Contractor’s work by SMART shall not operate as a waiver or release.

Section 12.02 Status of Contractor. The parties intend that Contractor, 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. Contractor 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, Contractor expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

Section 12.03 Taxes. Contractor 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. Contractor 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 Contractor’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, Contractor agrees to furnish SMART with proof of payment of taxes on these earnings.

Section 12.04 Records Maintenance. Contractor 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. Contractor shall maintain such records for a period of four (4) years following completion of work hereunder.

Section 12.05 Conflict of Interest. Contractor 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. Contractor 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, Contractor 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 Contractor’s or such other person’s financial interests.

Section 12.06 Nondiscrimination. Contractor shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation or other prohibited basis, including without limitation, SMART’s Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

Section 12.07 Assignment Of Rights. Contractor 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
Contractor in connection with this Agreement. Contractor 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. Contractor’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. Contractor 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 Contractor or Contractor’s Subcontractors, Contractors, 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, Contractor 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. Contractor 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: Sonoma-Marin Area Rail Transit District
5401 Old Redwood Highway, Suite 200
Petaluma, CA 94954
billing@sonomamarintrain.org
(707) 794-3330

If to Contractor: Pamco Machine Works, Inc.
Attn: James Wilkinson
9359 Feron Blvd.
Rancho Cucamonga, CA 91730
(o) 909-941-7260 ext 14
(c) 626-841-0673
james@pamcomachine.com

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 Construction. To the fullest extent allowed by law, the
provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Contractor 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. Contractor 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 Consent. Wherever in this Agreement the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.

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

Section 16.05 Applicable Law and Forum. This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in Santa Rosa or the forum nearest to the city of Santa Rosa, in the County of Sonoma.

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

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

Section 16.09 Licensing Laws. The Contractor shall comply with the provisions of Chapter 9 of Division 3 of the Business and Professions Code concerning the licensing of contractors. All Contractors shall be licensed in accordance with the laws of the State of California and any Contractor not so licensed is subject to the penalties imposed by such laws. Prior to commencing any work under the Contract, all Subcontractors must show that they
hold appropriate and current California contractor's licenses. The Contractor shall provide such Subcontractor information, including the class type, license number, and expiration date to the District.

Section 16.11 Acceptance of Electronic Signatures and Counterparts. The parties agree that this Contract Agreements ancillary to this Contract, and related documents to be entered into this Contract will be considered executed when the signature of a party is delivered by scanned image as an attachment to electronic mail. Such scanned signature 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.
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

CONTRACTOR: ____________________________
By: ______________________________________
Its: ______________________________________
Date: _________________________________

SONOMA-MARIN AREA RAIL TRANSIT (SMART)
By: ______________________________________
   Farhad Mansourian, General Manager
Date: _________________________________

CERTIFICATES OF INSURANCE ON FILE WITH AND APPROVED AS TO SUBSTANCE FOR SMART:
By: ______________________________________
    Ken Hendricks, Procurement Coordinator
Date: _________________________________

APPROVED AS TO FORM FOR SMART:
By: ______________________________________
    District Counsel
Date: _________________________________

PAMCO MACHINE WORKS, INC.
AGREEMENT
OP-SV-18-011
EXHIBIT A
SCOPE OF SERVICES

1. General Objective

SMART is contracting with Pamco Machine Works, Inc. to provide railroad wheel pressing services for SMART’s DMU wheelsets.

2. Project Managers

All work will be initiated, coordinated, and approved by SMART’s Superintendent of Vehicle Maintenance, Husani Longstreet. Each request for work shall be provided to Contractor in writing.

Husani Longstreet
Superintendent of Vehicle Maintenance
3748 Regional Parkway
Santa Rosa, CA 95403
hlongstreet@sonomamarintrain.org
(707) 890-8614

3. Detailed Scope of Work

Contractor shall perform the following services:

Task # 1: New Wheel Assembly

1. SMART shall coordinate, arrange, and be responsible for shipping the below listed equipment to contractor’s facility located at:

   Pamco Machine Works, Inc
   Attn: James Wilkinson
   9359 Feron Blvd,
   Rancho Cucamonga, CA 91730

   a. New Wheels
   b. New Axles (with gear box installed on Drive Axles)
   c. New Bearings
   d. Brake Disks

SMART shall be responsible for all shipping expenses to the contractor’s facility.

Upon receipt of the equipment listed above, contractor shall perform an initial visual inspection of equipment and log any visual defects or
irregularities. If contractor notices any visual defects or irregularities upon inspection, contractor shall immediately contact SMART’s Superintendent of Vehicle Maintenance, Husani Longstreet.

2. Contractor shall assemble the components as follows:
   a. Contractor shall leave the Gearboxes in place and protect them from damage during the wheel pressing.
   b. Contractor shall press on bearings to axle.
   c. Contractor shall install supplied brake discs to wheels.
   d. Contractor shall press wheels onto the axles.
   e. Contractor shall install gear tooth end cap.
   f. All installation and pressing actions shall meet specifications provided in Exhibit C – Wheel Assembly Specifications.

3. Contractor shall perform a final inspection to ensure all equipment is back to manufacturer recommended specifications and mounted in accordance with Exhibit C – Wheel Assembly Specifications.

4. Contractor to provide a report to SMART’s Superintendent of Vehicle Maintenance to include a breakdown of all work activities performed on SMART equipment, final test results, and any certifications of equipment. Contractor will provide SMART with a written notification that work has been complete and final assembly is ready for shipment. SMART reserves the right to perform onsite inspections prior to contractor shipping final assembly to SMART’s Rail Operation Center. SMART will schedule onsite final inspection with contractor or provide direction to proceed with shipment.

5. Upon written direction to proceed with shipment, the contractor shall be responsible for preparing the assembled wheel sets for shipment back to SMART’s Rail Operation Center (ROC) located at:

Sonoma-Marin Area Rail Transit District
Rail Operation Center
Attn: Husani Longstreet
3748 Regional Parkway
Santa Rosa, CA 95403

Contractor shall be responsible for cost of shipment back to SMART’s facility. The wheel sets shall be prepared for shipment in the following manner:

- Contractor shall secure all complete axles to pallets and prepare for secure shipping.
- Contractor shall include hard copy of signed documentation of
installation pressing tonnage with shipment.

Contractor shall provide SMART’s Superintendent of Vehicle Maintenance, Husani Longstreet, with tracking information as soon as shipment has been initiated. Contractor shall be responsible for all costs of insured shipment back to SMART’s Rail Operation Center.

Task # 2: Remove and Replace Wheels

1. SMART shall coordinate, arrange, and be responsible for shipping the below listed equipment to contractor’s facility located at:

   Pamco Machine Works, Inc.
   Attn: James Wilkinson
   9359 Feron Blvd,
   Rancho Cucamonga, CA 91730

   Complete and Assembled Wheel Set (Drive Axle and/or Idler Axle) which includes:
   i.  Wheels
   ii. Bearings
   iii. Brake Discs
   iv. Axles (with gear unit if Drive Axle)

   SMART shall be responsible for all shipping expenses to the contractor’s facility.

2. Upon receipt of the equipment listed above, contractor shall perform an initial visual inspection of equipment and log any visual defects or irregularities. If contractor notices any visual defects or irregularities upon inspection, contractor shall immediately notify SMART’s Superintendent of Vehicle Maintenance, Husani Longstreet.

3. Contractor shall perform the following actions:
   a. Contractor shall leave the Gearboxes in place and protect them from damage during the wheel pressing.
   b. Contractor shall press off wheels and bearings and properly dispose of the old components in accordance with all laws and regulations.
   c. Contractor shall clean, inspect, and requalify the axles. Certification of the qualification shall be provided to SMART in writing.
   d. Contractor shall press on new bearings.
   e. Contractor shall re-install supplied brake discs to new wheels
   f. Contractor shall press on wheels to axles.
g. All installation and pressing actions shall meet specifications provided in Exhibit C – Wheel Assembly Specifications.

4. Contractor shall perform a final inspection to ensure all equipment is mounted in accordance with the specifications in Exhibit C – Wheel Assembly Specifications.

5. Contractor to provide a report to SMART’s Superintendent of Vehicle Maintenance to include a breakdown of all work activities performed on SMART equipment, final test results, and any certifications of equipment. Contractor will provide SMART with a written notification that work has been complete and final assembly is ready for shipment. SMART reserves the right to perform onsite inspections prior to contractor shipping final assembly to SMART’s Rail Operation Center. SMART will schedule onsite final inspection with contractor or provide direction to proceed with shipment.

6. Upon written direction to proceed with shipment, the contractor shall be responsible for preparing the assembled wheel sets for shipment back to SMART’s Rail Operation Center (ROC) located at:

Sonoma-Marin Area Rail Transit District
Rail Operation Center
Attn: Husani Longstreet
3748 Regional Parkway
Santa Rosa, CA 95403

Contractor shall be responsible for cost of shipment back to SMART’s facility. The wheel sets shall be prepared for shipment in the following manner:

- Contractor shall secure all complete axles to pallets and prepare for secure shipping.
- Contractor shall include hard copy of signed documentation of installation pressing tonnage with shipment.

Contractor shall provide SMART’s Superintendent of Vehicle Maintenance, Husani Longstreet, with tracking information as soon as shipment has been initiated. Contractor shall be responsible for all costs of insured shipment back to SMART’s Rail Operation Center.

4. **Form Creation**

Contractor shall develop Inspection Forms specific to SMART that will include the following information:
1. Recording the measurements
2. The Source Data provided by SMART
3. The Manufacturer’s data for dimensions of the axle, wheel, bearing & gear cap, and the applicable AAR requirements.
4. The torque requirements, pressing tonnage ranges, and the range and target size for back-to-back measurement.
5. Any other information SMART’s Superintendent of Maintenance of Way deems necessary.

SMART will review and approve all final forms for use.

5. Certification Requirements

Contractor shall maintain active Association of American Railroads (AAR) certification and membership at all times. If at anytime membership or certification lapses, Contractor shall immediately contact SMART and halt any work being performed until SMART provides a notice to proceed.

6. Timelines

Upon receipt of the shipment of SMART’s wheels and components, the Contractor shall perform all pressing services described in Task #1 or Task #2 and return the wheelsets back to SMART’s Rail Operation Center within four (4) weeks.

7. Acceptance Criteria

Upon Delivery to SMART, SMART shall inspect all axles, components, reports, and certificates. If all work performed meets the specific requirements of the scope, SMART’s Superintendent of Vehicle Maintenance, Husani Longstreet, shall provide a written notice of acceptance of the work and the contractor may initiate invoicing.
**EXHIBIT B**  
**SCHEDULE OF RATES**

<table>
<thead>
<tr>
<th>TASK</th>
<th>PROJECT DESCRIPTION</th>
<th>RATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>New Wheelset Assembly</td>
<td>$3,886.00 Each</td>
</tr>
<tr>
<td>2</td>
<td>Remove &amp; Replace Wheels</td>
<td>$5,514.00 Each</td>
</tr>
</tbody>
</table>

The above rates are fully burdened and include all labor, permits, tax, insurance, return shipment, and all other direct and indirect costs associated with performing the work described in Exhibit A, “Scope of Work”.

EXHIBIT C
WHEEL ASSEMBLY SPECIFICATIONS

Drive Wheel Assembly Specifications:

<table>
<thead>
<tr>
<th>REF</th>
<th>COMPONENT</th>
<th>LOCATION / DESCRIPTION</th>
<th>GAUGE / TOOLING</th>
<th>LUBRICANT</th>
<th>MOUNT</th>
<th>SEAT</th>
<th>COMP DWG</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Gear Unit</td>
<td>Mounted by ZF</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>2</td>
<td>Cheek Drees</td>
<td>Assembled to wheel body</td>
<td>N/A</td>
<td>Molykote D221R</td>
<td>69 ft-lbs</td>
<td>N/A</td>
<td>T1136622171</td>
</tr>
<tr>
<td>3</td>
<td>Wheels</td>
<td>2&quot; Wheel from front hub to axle end face</td>
<td>12&quot; scale</td>
<td>AAR-approved</td>
<td>50 tons</td>
<td>N/A</td>
<td>T1136625624</td>
</tr>
<tr>
<td></td>
<td></td>
<td>-11.34&quot; from front hub to axle end face</td>
<td></td>
<td>lubricant</td>
<td>160 tons</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Back-to-Back</td>
<td>63.094&quot; - 53.376&quot; (target is 52.319&quot;) back rim face to back</td>
<td>KwikStik&quot;</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
<td>T1136622533</td>
</tr>
<tr>
<td></td>
<td>Verification</td>
<td>rim face to back rim face</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Bearings</td>
<td>Seat against bearing stop</td>
<td>none</td>
<td>Castor Oli</td>
<td>65 tons</td>
<td>65 tons</td>
<td>T1136622934</td>
</tr>
</tbody>
</table>

NOTES
1) End cap screw torque: 405–435 ft-lbs
2) End cap plug torque: 110–125 ft-lbs
3) Non gear side has a speed sensor end cap.
4) Gear side has a plain end cap.
5) Slave WSA's receive D&T end cap screws on the gear side, plain end cap.

“Comp Drawings” to be provided upon request.
### Idler Wheel Assembly Specifications:

<table>
<thead>
<tr>
<th>REF</th>
<th>COMPONENT</th>
<th>LOCATION / DESCRIPTION</th>
<th>GAUGE / TOOLING</th>
<th>LUBRICANT</th>
<th>MOUNT</th>
<th>SEAT</th>
<th>COMP DWG</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Cheek Discs</td>
<td>Assembled to wheel body</td>
<td>N/A</td>
<td>Molykote D321R</td>
<td>59 ft-lbs</td>
<td>N/A</td>
<td>T1135B23171</td>
</tr>
<tr>
<td>2</td>
<td>Wheels</td>
<td>1st Wheel</td>
<td>AG256.62B-01</td>
<td>AAR-approved lubricant</td>
<td>90 tons</td>
<td>160 tons</td>
<td>N/A</td>
</tr>
<tr>
<td>3</td>
<td>Back-to-Back Verification</td>
<td>55.094&quot; - 55.376&quot; (target is 55.318&quot;)</td>
<td>KwikStik™</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>T1135B22833</td>
</tr>
<tr>
<td>4</td>
<td>Bearings</td>
<td>Seat against bearing stop</td>
<td>none</td>
<td>Castor Oil</td>
<td>N/A</td>
<td>45 tons</td>
<td>80 tons</td>
</tr>
</tbody>
</table>

**NOTES**

1) End cap screwtorque: 405-435 ft-lbs  
2) End cap plug torque: 110-135 ft-lbs  
3) T side has a speed sensor end cap  
4) Half of idler WSAs receive a speed sensor end cap on S side  
5) Half of idler WSAs receive a plain end cap on S side

“Comp Drawings” to be provided upon request.