



**BOARD OF DIRECTORS 2019**

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JIM HARTNETT  
EXECUTIVE DIRECTOR

# AGENDA

## PENINSULA CORRIDOR JOINT POWERS BOARD

Bacciocco Auditorium, 2<sup>nd</sup> Floor  
1250 San Carlos Avenue, San Carlos CA 94070

**June 6, 2019 – Thursday**

**(Immediately following 9:00 am Special Board Meeting or 10:00 am, whichever is later)**

1. Call to Order / Pledge of Allegiance
2. Roll Call
3. Public Hearing for Energy Service Contract for Energy-Efficient Lighting Retrofit at 20 Caltrain Stations **RESOLUTION**
  - a. Award of Contract to A Bright Idea for Energy-Efficient Lighting Retrofit of 20 Caltrain Stations
4. Public Comment For Items Not on the Agenda

Comments by each individual speaker shall be limited to two (2) minutes. Items raised that require a response will be deferred for staff reply.

### 5. Consent Calendar

Members of the Board may request that an item under the Consent Calendar be considered separately

- a. Approve Meeting Minutes of May 2, 2019 **MOTION**
- b. Accept Statements of Revenues and Expenditures for April 2019 **MOTION**
- c. Receive Key Caltrain Performance Statistics – April 2019 **INFORMATIONAL**
- d. State and Federal Legislative Update and Approval of Legislative Proposal **MOTION**
- e. Receive Caltrain Business Plan Monthly Update **INFORMATIONAL**
- f. Receive Capital Projects Quarterly Report **INFORMATIONAL**
- g. Authorizing the Execution of an Amendment of an Agreement with the County of San Mateo for Law Enforcement Services **RESOLUTION**
- h. Amendment to Increase the Fiscal Year 2019 Capital Budget for the South Linden Avenue and Scott Street Grade Separation Planning Study **RESOLUTION**

Note: All items appearing on the agenda are subject to action by the Board. Staff recommendations are subject to change by the Board.

Peninsula Corridor Joint Powers Board  
June 6, 2019 Agenda

- |   |               |
|---|---------------|
| i. Adoption of Caltrain Short Range Transit Plan for Fiscal Years 2018 to 2027  | RESOLUTION    |
| j. Authorize the Execution of Contracts for Technology Related Products and Services to Vendors Under Cooperative Purchasing Programs   | RESOLUTION    |
| k. Authorize the Execution of Contracts for Information Technology Licenses, Maintenance Services and Professional Services   | RESOLUTION    |
| l. Approve and Ratify the Fiscal Year 2020 Insurance Program  | RESOLUTION    |
| 6. Report of the Chair  |               |
| 7. Report of the Citizens Advisory Committee  |               |
| 8. Report of the Executive Director   |               |
| a. Peninsula Corridor Electrification Project Monthly Report for April 2019   | INFORMATIONAL |
| b. Monthly Report on Positive Train Control System  | INFORMATIONAL |
| 9. Adoption of Fiscal Year 2020 Operating and Capital Budgets, and Authorization to Use Revenue Stabilization Funds   | RESOLUTION    |
| 10. Amendment to the Call for a Public Hearing for Proposed Codified Tariff Changes   |               |
| 11. Electric Train Reconfiguration and Bike Improvements at Stations, Associated Change Order to Stadler, USA Inc. Contract   | RESOLUTION    |
| 12. Award of Contracts for Engineering Consultant Design Services   | RESOLUTION    |
| 13. Update on the San Jose Diridon Integrated Station Concept Plan  | INFORMATION   |
| 14. Correspondence  |               |
| 15. Board Member Requests   |               |
| 16. Date/Time of Next Regular Meeting: Thursday, July 11, 2019 at 10:00 a.m. San Mateo County Transit District Administrative Building, 2 <sup>nd</sup> Floor, 1250 San Carlos Avenue, San Carlos, CA 94070 |               |
| 17. Adjourn   |               |

### **INFORMATION FOR THE PUBLIC**

All items appearing on the agenda are subject to action by the Board. Staff recommendations are subject to change by the Board.

If you have questions on the agenda, please contact the JPB Secretary at 650.508.6242. Agendas are available on the Caltrain website at [www.caltrain.com](http://www.caltrain.com). Communications to the Board of Directors can be e-mailed to [board@caltrain.com](mailto:board@caltrain.com).

#### **Location, Date and Time of Regular Meetings**

Regular meetings are held at the San Mateo County Transit District Administrative Building located at 1250 San Carlos Avenue, San Carlos, one block west of the San Carlos Caltrain Station on El Camino Real, accessible by SamTrans bus Routes ECR, FLX, 260, 295 and 398. Additional transit information can be obtained by calling 1.800.660.4287 or 511.

The JPB meets regularly on the first Thursday of the month at 10 a.m. The JPB Citizens Advisory Committee meets regularly on the third Wednesday of the month at 5:40 p.m. at the same location. Date, time and place may change as necessary.

#### **Public Comment**

If you wish to address the Board, please fill out a speaker's card located on the agenda table and hand it to the JPB Secretary. If you have anything that you wish distributed to the Board and included for the official record, please hand it to the JPB Secretary, who will distribute the information to the Board members and staff.

Members of the public may address the Board on non-agendized items under the Public Comment item on the agenda. Public testimony by each individual speaker shall be limited to two minutes and items raised that require a response will be deferred for staff reply.

#### **Accessibility for Individuals with Disabilities**

Upon request, the JPB will provide for written agenda materials in appropriate alternative formats, or disability-related modification or accommodation, including auxiliary aids or services, to enable individuals with disabilities to participate in public meetings. Please send a written request, including your name, mailing address, phone number and brief description of the requested materials and a preferred alternative format or auxiliary aid or service at least two days before the meeting. Requests should be mailed to the JPB Secretary at Peninsula Corridor Joint Powers Board, 1250 San Carlos Avenue, San Carlos, CA 94070-1306; or emailed to [board@caltrain.com](mailto:board@caltrain.com); or by phone at 650.508.6242, or TDD 650.508.6448.

#### **Availability of Public Records**

All public records relating to an open session item on this agenda, which are not exempt from disclosure pursuant to the California Public Records Act, that are distributed to a majority of the legislative body will be available for public inspection at 1250 San Carlos Avenue, San Carlos, CA 94070-1306, at the same time that the public records are distributed or made available to the legislative body.

**PENINSULA CORRIDOR JOINT POWERS BOARD  
STAFF REPORT**

TO: Joint Powers Board

THROUGH: Jim Hartnett  
Executive Director

FROM: Derek Hansel  
Chief Financial Officer

Michelle Bouchard  
Chief Operating Officer, Rail

SUBJECT: **AWARD OF CONTRACT FOR ENERGY-EFFICIENT LIGHTING RETROFIT OF 20 CALTRAIN STATIONS**

**ACTION**

Following a public hearing regarding awarding an energy service contract for the energy-efficient lighting retrofit of 20 Caltrain Stations held earlier at this June 6, 2019 Board of Directors meeting, Staff Coordinating Council, recommends the Board:

1. Find that the cost to the Peninsula Corridor Joint Powers Board (JPB) for the Caltrain Stations Energy-Efficient Lighting Retrofit (Project) will be less than the anticipated marginal cost of electrical energy consumed by the JPB in the absence of the Project.
2. Find that it is in the best interest of the JPB to proceed with the Project.
3. Award a contract to A Bright Idea (ABI) of Rocklin, California for a not-to-exceed amount of \$540,395.
4. Authorize the Executive Director, or his designee, to execute a contract with ABI in a form approved by legal counsel.
5. Authorize the Executive Director, or his designee, to execute an agreement with Ecology Action in a form approved by legal counsel.

**SIGNIFICANCE**

The Project will retrofit approximately 2,726 lights located on platforms, passenger shelters, pedestrian underpasses, parking lots and other buildings at 20 Caltrain stations. The efficient light-emitting diode (LED) lights are expected to reduce electricity costs by approximately \$261,000 per year and will reduce maintenance costs due to longer expected product lifetimes. The Project will commence this Fall and will conclude in December, 2019 to allow the JPB to submit documentation of Project completion by the end of the year to receive approximately \$210,000 in PG&E energy-efficiency rebates coordinated through San Mateo County Energy Watch (SMCEW). Given the reduction in energy costs and rebates, in aggregate, this project will achieve ROI in slightly more than three years. Staff has reviewed the proposal from ABI and the

associated costs, and determined that completing this Project is in the best interest of the JPB.

**BUDGET IMPACT**

Board authority for this Project is being requested as part of the Fiscal Year 2020 capital budget. The Project will be fully funded by a draw on a working capital credit agreement, which will be repaid as utility savings are realized.

**BACKGROUND**

PG&E, in partnership with the City/County Association of Governments of San Mateo County (C/CAG), provides funding for audits, rebates, and other services for energy-efficient upgrades for San Mateo County residents, businesses and public agencies. SMCEW administers projects for the PG&E-C/CAG partnership. Ecology Action, located in Santa Cruz, is a non-profit organization that partners with PG&E to administer the rebates and select qualified contractors.

Staff engaged in discussions with SMCEW, which identified ABI as a contractor capable of performing the Project work. The firm was selected as part of a rigorous vetting, training and selection process conducted by Ecology Action. ABI has successfully completed LED retrofit projects within the past two years for the cities of Half Moon Bay, Burlingame, San Mateo, Pacifica, and Redwood City.

Of the 23 stations between San Francisco and Gilroy, the Palo Alto, California Avenue, and Santa Clara stations are not eligible for the rebate program because they are not located within the PG&E service area. A summary of the work is provided below.

<b>Station Locations</b>	<b>SF to Redwood City (northern)</b>	<b>Atherton to Gilroy (southern)</b>	<b>Total Quantity/ Amount</b>
Number of Stations	10	10	20
Estimated Number of lights to be converted to LED	1,156	1,570	2,726
Estimated annual savings on electricity	\$120,575	\$140,566	\$261,141
Estimated PG&E Rebate amount	\$102,686	\$107,216	\$209,902
Not-to-exceed amount*	\$243,430	\$296,965	\$540,395
*Includes Labor, Material, Equipment, Warranty, and Recycling Fee.			

California Government Code section 4217.10 et seq. (Section 4217.10), which the Legislature enacted to help public agencies expedite and finance energy conservation measures at their facilities, permits the Board to award this contract after finding the contract is in the best interest of the JPB and the cost of the Project will be less than the anticipated marginal cost of electrical energy consumed by the JPB in the absence of the Project. As required by Section 4217.10, staff provided an informational presentation and the Board conducted a hearing to receive public comment. The JPB

complied with the two weeks' notice requirement in Section 4217.10 for the public hearing pursuant to agenda item #4F at the May 2, 2019 Board meeting.

Procurement Administrator II: Linda Tamtum	650.508.7933
Prepared By: Amelia Timbers Principal Planner, Sustainability	650.508.7713
Project Manager: Robert Scarpino, Deputy Director of Rail Infrastructure	650.508.7780

RESOLUTION NO. 2019 –

BOARD OF DIRECTORS, PENINSULA CORRIDOR JOINT POWERS BOARD  
STATE OF CALIFORNIA

\* \* \*

**AWARDING A CONTRACT TO A BRIGHT IDEA  
FOR A NOT TO EXCEED AMOUNT OF \$540,395  
TO PROVIDE ENERGY-EFFICIENT LIGHTING RETROFIT SERVICES AT CALTRAIN STATIONS**

**WHEREAS**, the State of California seeks to encourage the implementation of energy projects at public facilities through legislation designed to provide the greatest possible flexibility to public agencies in structuring agreements for alternative energy projects (Government Code sections 4217.10 *et seq.*); and

**WHEREAS**, on June 6, 2019, pursuant to Government Code section 4217.12(a), the Peninsula Corridor Joint Powers Board (JPB) Board of Directors (Board) received public comment on, and considered the details of, the Caltrain Stations Energy-Efficient Lighting Retrofit Project (Project) at a public hearing for which public notice was given not less than two weeks in advance; and

**WHEREAS**, pursuant to Government Code section 4217.12(a), the Board finds that the cost for the Project will be less than the anticipated marginal cost of energy consumed by the JPB in the absence of the Project and that the Project is in the best interest of the JPB; and

**WHEREAS**, the JPB received a proposal for the Project from A Bright Idea (ABI) of Rocklin, California; and

**WHEREAS**, staff has reviewed the proposal and determined that ABI is a responsible contractor, with experience in successfully performing this type of work for other public agencies, and the proposed project cost is fair and reasonable; and

**WHEREAS**, Staff Coordinating Council recommends, and the Executive Director concurs, that the Board award a contract to ABI.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Directors of the Peninsula Corridor Joint Powers Board finds that the cost for the Caltrain Stations Energy-Efficient Lighting Retrofit Project will be less than the anticipated marginal cost of electrical

energy consumed by the JPB in the absence of the Project and that the Project is in the best interest of the JPB; and

**BE IT FURTHER RESOLVED** that the Board hereby award a contract to ABI for a not-to-exceed amount of \$540,395; and

**BE IT FURTHER RESOLVED** that the Executive Director, or his designee, is authorized to execute a contract on behalf of the JPB with ABI in a form approved by legal counsel; and

**BE IT FURTHER RESOLVED** that the Executive Director, or his designee, is authorized to execute an agreement with Ecology Action in a form approved by legal counsel.

Regularly passed and adopted this 6<sup>th</sup> day of June, 2019 by the following vote:

AYES:

NOES:

ABSENT:

ATTEST:

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Chair, Peninsula Corridor Joint Powers Board

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JPB Secretary



AGREEMENT BETWEEN  
THE PENINSULA CORRIDOR JOINT POWERS BOARD (AGENCY)  
AND  
A BRIGHT IDEA (CONTRACTOR)

**AGREEMENT SUMMARY\***

<b>Board of Directors' Date of Award:</b>	<b>06/06/2019</b>
<b>Resolution Number:</b>	<b>2019-</b>
<b>Effective Date of Agreement:</b>	<b>06/14/2019</b>
<b>Services to be Performed (Section 1):</b>	<b>Energy-Efficient Lighting Retrofit of 20 Caltrain Stations</b>
<b>Term of Agreement (Section 3):</b>	<b>06/14/2019 – 12/14/2019 Six Months &amp; One Day</b>
<b>Contractor's Key Representative (Section 4):</b>	<b>Mark Spahn President/Owner Telephone: (510) 552-6061 Email: <a href="mailto:markspahn@mylightingcompany.com">markspahn@mylightingcompany.com</a></b>
<b>Compensation (Section 5):</b>	<b>The not to exceed amount of \$540,395</b>

\*This Summary is provided for convenience only, and is qualified by the specific terms and conditions of the Agreement that will control any conflict between this Summary and the terms of the Agreement

This AGREEMENT for Energy-Efficient Lighting Retrofit of 20 Caltrain Stations (Agreement) is entered into by and between the Peninsula Corridor Joint Powers Board (AGENCY) located at 1250 San Carlos Avenue, San Carlos, CA 94070 and A Bright Idea (CONTRACTOR), a California Corporation located at 2351 Sunset Boulevard, #170-448, Rocklin, CA 95765 (“the Parties”).

## **1. SCOPE OF SERVICES**

This is an Agreement to provide energy-efficient lighting retrofit services at twenty Caltrain stations. The CONTRACTOR agrees to provide these services to the AGENCY in accordance with the terms and conditions of this Agreement. In the performance of its work, the CONTRACTOR represents that it (1) has and will exercise the degree of professional care, skill, efficiency, and judgment of contractors with special expertise in providing energy-efficient lighting retrofit services; (2) carries all applicable licenses, certificates, and registrations in current and good standing that may be required to perform the work; and (3) will retain all such licenses, certificates, and registrations in active status throughout the duration of this engagement.

The scope of the CONTRACTOR’s services will consist of the services set forth in the CONTRACTOR’s Proposal dated May 8, 2019, attached hereto and incorporated herein as Attachment A.

## **2. AGREEMENT DOCUMENTS**

This Agreement consists of the following documents:

- (1) This Agreement.
- (2) Attachment A-CONTRACTOR’s Proposal and Scope of Work.
- (3) Attachment B-Labor Code Requirements
- (4) Attachment C-Insurance Requirements
- (5) Attachment D-On-Track Safety and Roadway Worker Protection
- (6) Attachment E-Payment Bond
- (7) Attachment F-Performance Bond

In the event of conflict between or among the terms of the Agreement documents, the order of precedence will be the order of documents listed above, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence.

## **3. TERM OF AGREEMENT**

The term of this Agreement will be for a six-month and one-day term commencing upon June 14, 2019 and ending on December 14, 2019. The CONTRACTOR will furnish the AGENCY with all the materials, equipment, and services called for under this Agreement, and perform all other work, if any, described in the Agreement Documents.

It is understood that the term of the Agreement, and any option term granted thereto as specified herein are subject to the AGENCY's right to terminate the Agreement in accordance with Section 22 of this Agreement.

**4. CONTRACTOR'S REPRESENTATIVE**

At all times during the term of this Agreement Mark Spahn, President/Owner, will serve as the primary staff person of CONTRACTOR to undertake, render, and oversee all of the services under this Agreement. Upon written notice by the Contractor and approval by the AGENCY, which will not be unreasonably withheld, the CONTRACTOR may substitute this person with another person, who will possess similar qualifications and experience for this position.

**5. COMPENSATION**

The CONTRACTOR agrees to perform all of the services included in Section 1 for a total not-to-exceed amount of Five Hundred and Forty Thousand Three Hundred Ninety Five Dollars (\$540,395), in accordance with Attachment A. The total not-to-exceed-amount will include all labor, materials, taxes, profit, overhead, insurance, warranty, subcontractor costs, and all other costs and expenses incurred by the CONTRACTOR.

**6. MANNER OF PAYMENT**

The CONTRACTOR must submit invoices/billing statements upon completion of work at each Caltrain station detailing the services performed. Each invoice/billing statement must provide a description of the work performed, the contract number 19-J-C-054, Purchase order number PCJPB-0000009965 and the AGENCY Project Manager's name, Robert Scarpino. The AGENCY will endeavor to pay approved invoices/billing statements within 30 calendar days of their receipt. The AGENCY reserves the right to withhold payment to the CONTRACTOR if the AGENCY determines that the quantity or quality of the work performed is unacceptable. The AGENCY will provide written notice to the CONTRACTOR within 10 business days of the AGENCY's decision not to pay and the reasons for non-payment. Final payment will be withheld until CONTRACTOR performs all required Agreement expiration or termination obligations. If CONTRACTOR disagrees with the AGENCY's decision not to pay and the reasons for non-payment, it must provide written notice detailing the reasons why it disputes the AGENCY's decision to the AGENCY within 30 calendar days of the AGENCY's notice. If CONTRACTOR does not provide written notice in accordance with this section, it waives all rights to challenge the AGENCY's decision.

Submit one copy of each invoice as a PDF via email to **[AccountsPayable@samtrans.com](mailto:AccountsPayable@samtrans.com)**

## 7. NOTICES

All communications relating to the day-to-day activities of the provided services will be exchanged between the AGENCY's Project Manager or designee, and the CONTRACTOR's President or designee.

All other notices and communications deemed by either party to be necessary or desirable to be given to the other party will be in writing and may be given by personal delivery to a representative of the parties or by mailing the same postage prepaid, addressed as follows:

If to the AGENCY: JPB Secretary  
Peninsula Corridor Joint Powers Board  
1250 San Carlos Avenue  
San Carlos, CA 94070

With a copy to: Director, Contracts and Procurement  
Peninsula Corridor Joint Powers Board  
1250 San Carlos Avenue  
San Carlos, CA 94070

If to the CONTRACTOR: A Bright Idea  
Attn: Mark Spahn  
2351 Sunset Boulevard, # 170-448  
Rocklin, CA 95765

The address to which mailings may be made may be changed from time to time by notice mailed as described above. Any notice given by mail will be deemed given on the day after that on which it is deposited in the United States Mail as provided above.

## 8. OWNERSHIP OF WORK

All reports, designs, drawings, plans, specifications, schedules, and other materials prepared, or in the process of being prepared for the services to be performed by CONTRACTOR will be and are the property of the AGENCY. The AGENCY will be entitled to copies and access to these materials during the progress of the work. Any such materials remaining in the hands of the CONTRACTOR or in the hands of any subcontractor upon completion or termination of the work will be immediately delivered to the AGENCY. If any materials are lost, damaged, or destroyed before final delivery to the AGENCY, the CONTRACTOR will replace them at its own expense and the CONTRACTOR assumes all risks of loss, damage, or destruction of or to such materials. The CONTRACTOR may retain a copy of all material produced under this Agreement for its use in its general business activities.

Any and all rights, title, and interest (including without limitation copyright and any other intellectual property or proprietary right) to materials prepared under this Agreement are hereby assigned to the AGENCY. The CONTRACTOR agrees to

execute any additional documents that may be necessary to evidence such assignment.

The CONTRACTOR represents and warrants that all materials prepared under this Agreement are original or developed from materials in the public domain (or both) and that all materials prepared under and services provided under this Agreement do not infringe or violate any copyright, trademark, patent, trade secret, or other intellectual property or proprietary right of any third party.

## **9. CONFIDENTIALITY**

Any AGENCY materials that the CONTRACTOR has access or materials prepared by the CONTRACTOR during the course of this Agreement (“confidential information”) will be held in confidence by the CONTRACTOR, which will exercise all reasonable precautions to prevent the disclosure of confidential information to anyone except the officers, employees and agents of the CONTRACTOR as necessary to accomplish the rendition of services set forth in Section 1 of this Agreement.

The CONTRACTOR, its employees, subcontractors, and agents, will not release any reports, information, or other materials prepared in connection with this Agreement, whether deemed confidential or not, without the approval of the AGENCY’s Executive Director or designee.

## **10. USE OF SUBCONTRACTORS**

The CONTRACTOR must not subcontract any services to be performed by it under this Agreement without the prior written approval of the AGENCY, except for service firms engaged in drawing, reprographics, typing, and printing.

Any subcontractors must be engaged under written contract with the CONTRACTOR with provisions allowing the CONTRACTOR to comply with all requirements of this Agreement, including without limitation the “Ownership of Work” provisions in Section 8. The CONTRACTOR will be solely responsible for reimbursing any subcontractors and the AGENCY will have no obligation to them.

## **11. CHANGES**

The AGENCY may at any time, by written order, make changes within the scope of work and services described in this Agreement. If such changes cause an increase or decrease in the budgeted cost of or the time required for performance of the agreed-upon work, an equitable adjustment as mutually agreed will be made in the limit on compensation as set forth in Section 5 or in the time of required performance as set forth in Section 3, or both. In the event that CONTRACTOR encounters any unanticipated conditions or contingencies that may affect the scope of work or services and result in an adjustment in the amount of compensation specified herein, or identifies any AGENCY conduct (including actions, inaction, and written or oral communications other than a formal contract modification) that the CONTRACTOR

regards as a change to the contract terms and conditions, CONTRACTOR will so advise the AGENCY immediately upon notice of such condition or contingency. The written notice will explain the circumstances giving rise to the unforeseen condition or contingency and will set forth the proposed adjustment in compensation. This notice will be given to the AGENCY prior to the time that CONTRACTOR performs work or services related to the proposed adjustment in compensation. The pertinent changes will be expressed in a written supplement to this Agreement issued by the Contracts and Procurement Department prior to implementation of such changes. Failure to provide written notice and receive AGENCY approval for extra work prior to performing extra work may, at the AGENCY's sole discretion, result in nonpayment of the invoices reflecting such work.

## **12. RESPONSIBILITY: INDEMNIFICATION**

The CONTRACTOR will indemnify, keep and save harmless the AGENCY, the San Mateo County Transit District, the City and County of San Francisco, the Santa Clara Valley Transportation Authority, TransitAmerica Services, Inc. (TASI) or successor Operator of Record, the Union Pacific Railroad Company, and their directors, officers, agents and employees (Indemnitees) against any and all suits, claims or actions arising out of any of the following:

- A. Any injury to persons or property that may occur, or that may be alleged to have occurred, arising from the performance of this Agreement by the CONTRACTOR caused by a negligent act or omission or willful misconduct of the CONTRACTOR or its employees, subcontractors or agents; or
- B. Any allegation that materials or services provided by the CONTRACTOR under this Agreement infringe or violate any copyright, trademark, patent, trade secret, or any other intellectual property or proprietary right of any third party.

The CONTRACTOR further agrees to defend any and all such actions, suits or claims and pay all charges of attorneys and all other costs and expenses of defense as they are incurred. If any judgment is rendered against the Indemnitees in any such action, the CONTRACTOR will, at its expense, satisfy and discharge the same. This indemnification will survive termination or expiration of the Agreement.

## **13. INSURANCE**

Refer to Attachment C appended hereto, for the Insurance Requirements.

## **14. CONTRACTOR'S STATUS**

Neither the CONTRACTOR nor any party contracting with the CONTRACTOR will be deemed to be an agent or employee of the AGENCY. The CONTRACTOR is and will be an independent CONSULTANT and the legal relationship of any person

performing services for the CONTRACTOR will be one solely between that person and the CONTRACTOR.

**15. ASSIGNMENT**

The CONTRACTOR must not assign any of its rights nor transfer any of its obligations under this Agreement without the prior written consent of the AGENCY.

**16. AGENCY WARRANTIES**

The AGENCY makes no warranties, representations, or agreements, either express or implied, beyond such as are explicitly stated in this Agreement.

**17. AGENCY REPRESENTATIVE**

Except when approval or other action is required to be given or taken by the Board of Directors of the AGENCY, the AGENCY's Executive Director or Deputy Executive Director, or such person or persons as they will designate in writing from time to time, will represent and act for the AGENCY.

**18. WARRANTY OF SERVICES**

- A.** CONTRACTOR warrants that its energy-efficient lighting retrofit services will be performed in accordance with the professional standards of practices of comparable electrical firms at the time the services are rendered.
- B.** In the event that any services provided by the CONTRACTOR hereunder are deficient because of CONTRACTOR's or subcontractors failure to perform said services in accordance with the warranty standards set forth above, the AGENCY will report such deficiencies in writing to the CONTRACTOR within a reasonable time. The AGENCY thereafter will have:
  - i.** The right to have the CONTRACTOR re-perform such services at the CONTRACTOR's expense; or
  - ii.** The right to have such services done by others and the costs thereof charged to and collected from the CONTRACTOR if within 30 days after written notice to the CONTRACTOR requiring such re-performance, CONTRACTOR fails to give satisfactory evidence to the AGENCY that it has undertaken said re-performance.
  - iii.** The right to terminate the Agreement for default.

- C. CONTRACTOR will be responsible for all errors and omissions and is expected to pay for all energy-efficient lighting retrofit work as a result of errors and omissions.

## 19. **CLAIMS OR DISPUTES**

The CONTRACTOR will be solely responsible for providing timely written notice to AGENCY of any claims for additional compensation and/or time in accordance with the provisions of this Agreement. It is the AGENCY's intent to investigate and attempt to resolve any CONTRACTOR claims before the CONTRACTOR has performed any disputed work. Therefore, CONTRACTOR's failure to provide timely notice will constitute a waiver of CONTRACTOR's claims for additional compensation and/or time.

The CONTRACTOR will not be entitled to the payment of any additional compensation for any cause, including any act, or failure to act, by the AGENCY, or the failure or refusal to issue a modification, or the happening of any event, thing, or occurrence, unless it has given the AGENCY due written notice of a potential claim. The potential claim will set forth the reasons for which the CONSULTANT believes additional compensation may be due, the nature of the costs involved, and the amount of the potential claim.

If based on an act or failure to act by the AGENCY, such notice will be given to the AGENCY prior to the time that the CONTRACTOR has started performance of the work giving rise to the potential claim for additional compensation. In all other cases, notice will be given within 10 days after the happening of the event or occurrence giving rise to the potential claim.

If there is a dispute over any claim, the CONTRACTOR will continue to work during the dispute resolution process in a diligent and timely manner as directed by the AGENCY, and will be governed by all applicable provisions of the Agreement. The CONTRACTOR will maintain cost records of all work that is the basis of any dispute.

If an agreement can be reached that resolves the CONTRACTOR claim, the parties will execute an Agreement modification to document the resolution of the claim. If the parties cannot reach an agreement with respect to the CONTRACTOR claim, they may choose to pursue a dispute resolution process or termination of the Agreement.

## 20. **REMEDIES**

In the event the CONTRACTOR fails to comply with the requirements of this Agreement in any way, the AGENCY reserves the right to implement administrative remedies which may include, but are not limited to, withholding of progress payments and contract retentions, and termination of the Agreement in whole or in part.



## **21. TEMPORARY SUSPENSION OF WORK**

The AGENCY, in its sole discretion, reserves the right to stop or suspend all or any portion of the work for such period as AGENCY may deem necessary. The suspension may be due to the failure on the part of the CONTRACTOR to carry out orders given or to perform any provision of the Agreement or to factors that are not the responsibility of the CONTRACTOR. The CONTRACTOR will comply immediately with the written order of AGENCY to suspend the work wholly or in part. The suspended work will be resumed when the CONTRACTOR is provided with written direction from AGENCY to resume the work.

If the suspension is due to the CONTRACTOR's failure to perform work or carry out its responsibilities in accordance with this Agreement, or other action or omission on the part of the CONTRACTOR, all costs will be at CONTRACTOR's expense and no schedule extensions will be provided by AGENCY.

In the event of a suspension of the work, the CONTRACTOR will not be relieved of the CONTRACTOR's responsibilities under this Agreement, except the obligations to perform the work that the AGENCY has specifically directed CONTRACTOR to suspend under this section.

If the suspension is not the responsibility of the CONTRACTOR, suspension of all or any portion of the work under this Section may entitle the CONTRACTOR to compensation and/or schedule extensions subject to the Agreement requirements.

## **22. TERMINATION**

- A. Termination for Convenience.** The AGENCY may terminate this Agreement for convenience at any time by giving sixty days written notice to the CONTRACTOR. Upon receipt of such notice, the CONTRACTOR may not commit itself to any further expenditure of time or resources, except for costs reasonably necessary to effect the termination. If the AGENCY terminates the Agreement for convenience, the AGENCY agrees to pay the CONTRACTOR, in accordance with the provisions of Sections 5 and 6, all sums actually due and owing from the AGENCY upon the effective date of termination, plus any costs reasonably necessary to effect the termination. CONTRACTOR is not entitled to any payments for lost profit on work to be performed after the date of termination, including, without limitation, work not yet performed, and milestones not yet achieved. All finished or unfinished documents and any material procured for or produced pursuant to this Agreement as of the date of termination are the property of the AGENCY upon the effective date of the termination for convenience. CONTRACTOR and its subcontractors must cooperate in good faith in any transition to other vendors or contractors as the AGENCY deems necessary. Failure to

so cooperate is a breach of the Agreement and grounds for the termination for convenience to be treated as a termination for default.

- B. Termination for Default.** If the CONTRACTOR fails to perform any of the provisions of this Agreement, the AGENCY may find the CONTRACTOR to be in default. After delivery of a written notice of default AGENCY may terminate the Agreement for default if the CONTRACTOR 1) does not cure such breach within seven calendar days; or 2) if the nature of the breach is such that it will reasonably require more than 7 days to commence curing, as determined in the AGENCY'S discretion, provide a plan to cure such breach which is acceptable to the AGENCY within 7 calendar days. If the CONTRACTOR cures the default within the cure period, but subsequently defaults again, the AGENCY may immediately terminate the Agreement without further notice or right to cure. In the event of the filing a petition for bankruptcy by or against the CONTRACTOR or for appointment of a receiver for CONTRACTOR'S property, AGENCY may terminate this Agreement immediately without the thirty-day cure period.

Upon receipt of a notice of termination for default, the CONTRACTOR may not commit itself to any further expenditure of time or resources. The AGENCY agrees to remit final payment to the CONTRACTOR in an amount to cover only those sums actually due and owing from the AGENCY for work performed in full accordance with the terms of the Agreement as of the effective date of termination. The AGENCY is not in any manner liable for the CONTRACTOR's actual or projected lost profits had the Contractor completed the services required by this Agreement, including, without limitation, services not yet performed, expenses not yet incurred, and milestones not yet achieved. All finished or unfinished documents, and any equipment or materials procured for or produced pursuant to this Agreement become the property of the AGENCY upon the effective date of the termination for default.

- C.** The rights and remedies of the AGENCY provided in this section are not exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

**23. LIQUIDATED DAMAGES: NOT APPLICABLE**

**24. PREVAILING WAGE**

Refer to Attachment B appended hereto, for the Labor Code Requirements.

## **25. MAINTENANCE, AUDIT, AND INSPECTION OF RECORDS**

All CONTRACTOR and subcontractor costs incurred in the performance of this Agreement will be subject to audit. The CONTRACTOR and its subcontractors will permit the AGENCY, or its authorized representatives to inspect, examine, make excerpts from, transcribe, and copy the CONTRACTOR's books, work, documents, papers, materials, payrolls records, accounts, and any and all data relevant to the Agreement at any reasonable time, and to audit and verify statements, invoices or bills submitted by the CONTRACTOR pursuant to this Agreement. The CONTRACTOR will also provide such assistance as may be required in the course of such audit. The CONTRACTOR will retain these records and make them available for inspection hereunder for a period of four (4) years after expiration or termination of the Agreement.

If, as a result of the audit, it is determined by the AGENCY's auditor or staff that reimbursement of any costs including profit or fee under this Agreement was in excess of that represented and relied upon during price negotiations or represented as a basis for payment, the CONTRACTOR agrees to reimburse the AGENCY for those costs within sixty (60) days of written notification by the AGENCY.

## **26. NON-DISCRIMINATION ASSURANCE - TITLE VI OF THE CIVIL RIGHTS ACT**

The CONTRACTOR will not discriminate on the basis of race, color, creed, national origin, sex, or age in the performance of this Agreement. The CONTRACTOR will carry out applicable requirements of 49 CFR Part 26 in the award and administration of U.S. DOT-assisted contracts. Further, the CONTRACTOR agrees to comply with all provisions prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000d *et seq.*, and with U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act," 49 C.F.R. Part 21. The CONTRACTOR will obtain the same assurances from its joint venture partners, and subcontractors by including this assurance in all subcontracts entered into under this Agreement. Failure by the CONTRACTOR 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 AGENCY deems appropriate.

During the performance of this Agreement, CONTRACTOR and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. CONTRACTOR and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. CONTRACTOR and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) *et seq.*) and the applicable regulations promulgated thereunder (California Code of

Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. CONTRACTOR and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

CONTRACTOR shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

## **27. EQUAL EMPLOYMENT OPPORTUNITY (EEO)**

In connection with the performance of this Agreement, the CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, religion, citizenship, political activity or affiliation, national origin, ancestry, physical or mental disability, marital status, age, medical condition (as defined under California law), veteran status, sexual orientation, gender identity, gender expression, sex or gender (which includes pregnancy, childbirth, breastfeeding, or related medical conditions), taking or requesting statutorily protected leave, or any other characteristics protected under federal, state, or local laws. The CONTRACTOR shall take affirmative actions to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, disability, national origin, or any other characteristic protected under state, federal, or local laws. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR further agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials

## **28. CONFLICT OF INTEREST**

- A. General.** Depending on the nature of the work performed, a CONTRACTOR of the AGENCY may be subject to the same conflict of interest prohibitions established by California law that govern AGENCY's employees and officials (Cal. Govt. Code Section 1090 et seq. and Cal. Govt. Code Section 87100 et seq.). During the proposal process or the term of the Agreement, CONTRACTOR and its employees may be required to disclose financial interests.

The CONTRACTOR warrants and represents that it presently has no interest and agrees that it will not acquire any interest that would present a conflict of interest under California Government Code §1090 et seq. or §87100 et seq. during the performance of services under this Agreement. The CONTRACTOR further covenants that it will not

knowingly employ any person having such an interest in the performance of this Agreement. Violation of this provision may result in this Agreement being deemed void and unenforceable.

Depending on the nature of the work performed, CONTRACTOR may be required to publicly disclose financial interests under the AGENCY's Conflict of Interest Code. Upon receipt, the CONTRACTOR agrees to promptly submit a Statement of Economic Interest on the form provided by AGENCY.

No person previously in the position of Director, Officer, employee or agent of the AGENCY during his or her tenure or for one (1) year after that tenure will have any interest, direct or indirect, in this Agreement or the proceeds under this Agreement, nor may any such person act as an agent or attorney for, or otherwise represent the CONTRACTOR by making any formal or informal appearance, or any oral or written communication, before the AGENCY, or any Officer or employee of the AGENCY, for a period of one (1) year after leaving office or employment with the AGENCY if the appearance or communication is made for the purpose of influencing any action involving the issuance, amendment, award or revocation of a permit, license, grant, or contract.

- B. Organizational Conflicts of Interest.** CONTRACTOR will take all reasonable measures to preclude the existence or development of an organizational conflict of interest in connection with work performed under this Agreement and other solicitations. An organizational conflict of interest occurs when, due to other activities, relationships, or contracts, a firm or person is unable, or potentially unable, to render impartial assistance or advice to the AGENCY; a firm or person's objectivity in performing the contract work is or might be impaired; or a firm or person has an unfair competitive advantage in proposing for award of a contract as a result of information gained in performance of this or some other Agreement.

CONTRACTOR will not engage the services of any Subcontractor on any work related to this Agreement if the Subcontractor, or any employee of the Subcontractor has an actual or apparent organizational conflict of interest related to work or services contemplated under this Agreement.

If at any time during the term of this Agreement CONTRACTOR becomes aware of an organizational conflict of interest in connection with the work performed hereunder, CONTRACTOR immediately will provide the AGENCY with written notice of the facts and circumstances giving rise to this organizational conflict of interest. CONTRACTOR's written notice will also propose alternatives for addressing or eliminating the organizational conflict of interest.

If at any time during the term of this Agreement, AGENCY becomes aware of an organizational conflict of interest in connection with CONTRACTOR's performance of the work hereunder, AGENCY will similarly notify CONTRACTOR.

In the event a conflict is presented, whether disclosed by CONTRACTOR or discovered by AGENCY, the AGENCY will consider the conflict presented and any alternatives proposed and meet with the CONTRACTOR to determine an appropriate course of action. The AGENCY's determination as to the manner in which to address the conflict will be final.

During the term of this Agreement, CONTRACTOR must maintain lists of its employees, and the Subcontractors and used and their employees. CONTRACTOR must provide this information to the AGENCY upon request. However, submittal of such lists does not relieve the CONTRACTOR of its obligation to assure that no organizational conflicts of interest exist. CONTRACTOR will retain this record for five (5) years after the AGENCY makes final payment under this Agreement. Such lists may be published as part of future AGENCY solicitations.

CONTRACTOR will maintain written policies prohibiting organizational conflicts of interest and will ensure that its employees are fully familiar with these policies. CONTRACTOR will monitor and enforce these policies and will require any subcontractor and affiliates to maintain, monitor and enforce policies prohibiting organizational conflicts of interest.

Failure to comply with this section may subject the CONTRACTOR to damages incurred by the AGENCY in addressing organizational conflicts that arise out of work performed by CONTRACTOR, or to termination of this Agreement for breach.

## **29. SUBSTANCE ABUSE PROGRAM**

Not used.

## **30. ATTORNEYS' FEES**

If any legal proceeding should be instituted by either of the parties to enforce the terms of this Agreement or to determine the rights of the parties under this Agreement, the prevailing party in said proceeding will recover reasonable attorneys' fees, in addition to all court costs.

**31. WAIVER**

Any waiver of any breach or covenant of this Agreement must be in a writing executed by a duly authorized representative of the party waiving the breach. A waiver by any of the parties of a breach or covenant of this Agreement will not be construed to be a waiver of any succeeding breach or any other covenant unless specifically and explicitly stated in such waiver.

**32. SEVERABILITY**

If any provision of this Agreement is deemed invalid or unenforceable, that provision will be reformed and/or construed consistently with applicable law as nearly as possible to reflect the original intentions of this Agreement, and in any event, the remaining provisions of this Agreement will remain in full force and effect.

**33. NO THIRD PARTY BENEFICIARIES**

This Agreement is not for the benefit of any person or entity other than the parties.

**34. APPLICABLE LAW**

This Agreement, its interpretation and all work performed under it will be governed by the laws of the State of California. The CONTRACTOR must comply with all federal, State, and local laws, rules, and regulations applicable to the Agreement and to the work to be done hereunder, including all rules and regulations of the AGENCY.

**35. RIGHTS AND REMEDIES OF THE AGENCY**

The rights and remedies of the AGENCY provided herein will not be exclusive and are in addition to any other rights and remedies provided by law or under the Agreement.

**36. BINDING ON SUCCESSORS**

All of the terms, provisions, and conditions of this Agreement will be binding upon and inure to the benefit of the parties and their respective successors, assigns and legal representatives.

**37. ENTIRE AGREEMENT; MODIFICATION**

This Agreement for Services, including any attachments, constitutes the complete Agreement between the parties and supersedes any prior written or oral communications. This Agreement may be modified or amended only by written instrument signed by both the CONTRACTOR and the AGENCY. In the event of a conflict between the terms and conditions of this Agreement and the attachments, the terms of this Agreement will prevail.

### 38. PUBLIC WORKS REQUIREMENTS

- A. CLAIMS PROCEDURES.** Compliance with all change order procedures is a prerequisite to filing a Public Contract Code Claim pursuant to this Section. Claims must be submitted no later than (a) 30 days after change order negotiations and procedures are complete as per Section 6 or (b) 30 days after the occurrence of the event giving rise to the claim.

In accordance with the procedures set forth in Public Contract Code Sections 9204 and 20104-20104.6, a CONTRACTOR may submit a claim by registered or certified mail with return receipt requested, for one or more of the following: (a) a time extension, including, without limitation, for relief from damages or penalties for delay assessed by the DISTRICT; (b) payment by the DISTRICT of money or damages arising from Work done by, or on behalf of, the CONTRACTOR pursuant to this Agreement and payment for which is not otherwise expressly provided or to which the CONTRACTOR is not otherwise entitled; or (c) payment of an amount that is disputed by the DISTRICT.

The CONTRACTOR must furnish reasonable documentation to support the claim, including but not limited to: 1) a clear, concise recital of the basis upon which the claim is asserted, including a designation of the provisions of the Agreement upon which the claim is based, 2) a statement as to the amount of time and/or compensation sought pursuant to the claim; 3) whether the CONTRACTOR's claim arises from an ongoing occurrence, and if so a description of the specific Work activities affected by the claim, 4) a time impact analysis in the event that CONTRACTOR requests a time extension, 5) full and complete cost records supporting the amount of any claim for additional compensation, and 6) a notarized certification by the CONTRACTOR as follows: "Under the penalty of law for perjury or falsification and with specific reference to the California False Claims Act, Government Code Section 12650 et seq., the undersigned hereby certifies that the information contained herein is a true, accurate and complete statement of all features relating to the claim asserted." Failure by the CONTRACTOR to provide sufficient documentation will result in denial of the claim. The DISTRICT reserves the right to request additional documentation or clarification of the documentation provided.

Upon receipt of a claim, the DISTRICT will conduct a reasonable review and provide a written statement to the CONTRACTOR identifying what portion of the claim is disputed and what portion is undisputed within 45 days of receipt of the claim. The DISTRICT and CONTRACTOR may, by mutual agreement, extend the 45 day time period. For any undisputed portion of a claim, the DISTRICT must make payment within 60 days of its issuance of the written statement.



If the CONTRACTOR disputes the DISTRICT's written statement, or if the DISTRICT fails to respond, the CONTRACTOR may demand an informal conference to meet and confer for settlement of the issues in dispute. The DISTRICT will then schedule the meet and confer conference within 30 days of the demand. Within 10 business days following the meet and confer conference, the DISTRICT will provide a written statement identifying the portion of the claim that remains in dispute. Any payment due on an undisputed portion of the claim will be made within 60 days of the meet and confer conference.

After the meet and confer conference, any disputed portion of the claim will be submitted to non-binding mediation. Alternatively, upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable. If mediation is unsuccessful, the parts of the claim that remain in dispute will be subject to applicable procedures set forth below.

Failure of a public entity to respond to a claim within the time periods described above will result in the claim being deemed rejected in its entirety. Additionally, amounts not paid in a timely manner will bear interest at 7 percent per year.

In the event that the mediation is unsuccessful, CONTRACTOR must file a government claim pursuant to Government Code Sections 910 et seq. in order to initiate a civil action.

In any civil action filed to resolve claims, the court will submit the matter to non-binding mediation within 60 days following the filing or responsive pleading, provided that the parties have not already participated in mediation of the claim as outlined above. If the matter remains in dispute after nonbinding mediation, the court will submit the matter to judicial arbitration pursuant to Code of Civil Procedure Section 1141.10 et seq. If the matter remains in dispute after judicial arbitration, the DISTRICT or the CONTRACTOR may request a trial de novo.

- B. UTILITY RELOCATION.** Pursuant to California Government Code Section 4215, if during the course of the Work the CONTRACTOR encounters utility installations which are not shown or indicated in the Agreement plans or in the specifications or which are found in a location substantially different from that shown, and such utilities are not reasonably apparent from visual examination of the Worksite, then it must promptly notify the DISTRICT in writing. Where necessary for the Work of the Agreement, the DISTRICT will amend the Agreement to adjust the scope of work and the compensation to allow the CONTRACTOR to make such adjustment, rearrangement, repair, removal, alteration, or special handling of such utility, including repair of the damaged utility. At any time, if the CONTRACTOR fails to give the notice specified above and thereafter acts without instructions from the DISTRICT,

then it will be liable for any or all damage to such utilities or other Work of the Agreement which arises from its operations subsequent to the discovery, and it will repair and make good such damage at its own cost.

- C. LABOR CODE.** See Attachment B for Labor Code requirements.
- D. USE OF SUBCONTRACTORS.** CONTRACTOR will not subcontract any Work to be performed by it under this Agreement without the prior written approval of the DISTRICT. CONTRACTOR will be solely responsible for reimbursing any subcontractors and DISTRICT will have no obligation to them. Attention is directed to the requirements of Sections 4100 to 4113, inclusive, of the California Public Contract Code which are applicable to this Agreement. Each CONTRACTOR must list the name and business address of each subcontractor to whom the CONTRACTOR proposes to subcontract a portion of the Work in an amount in excess of one-half of one percent (.5%) of the Grand Total Amount, along with a description of the portion of the Work which will be done by each subcontractor, by executing the "List of Subcontractors" form.
- E. CONTRACTOR'S LICENSE REQUIREMENTS.** CONTRACTOR and any approved subcontractors must hold such current and valid CONTRACTOR's Licenses as required by California Law.
- F. NON-COLLUSION DECLARATION.** Pursuant to Public Contract Code section 7106, CONTRACTOR must execute a Non-Collusion Declaration, in a form provided by DISTRICT.
- G. NON-DISCRIMINATION.** It is the policy of the DISTRICT to ensure non-discrimination in the award and administration of all Agreements and to create a level playing field on which small businesses, including Disadvantaged Business Enterprises (DBEs), can compete fairly for Agreements and subcontracts relating to the DISTRICT's construction, procurement, and professional services activities. To this end, the DISTRICT has developed procedures to remove barriers to small and disadvantaged business enterprise (SBE/DBE) participation in the bidding and award process and to assist DBEs to develop and compete successfully outside of the DBE Program. In connection with the performance of this Agreement, the Bidder will cooperate with the DISTRICT in meeting these commitments and objectives.
- H. EXCAVATION.** In accordance with state law (Public Contract Code Section 7104), with respect to any Work involving digging trenches or excavations that extend deeper than four feet, the CONTRACTOR must notify the DISTRICT promptly in writing of any of the following conditions: (a) material that the CONTRACTOR believes may be hazardous waste, as defined in California Health and Safety Code Section 25117, that is required to be removed to a Class I, Class II or Class III disposal site in accordance with

provisions of existing law; (b) subsurface or latent physical conditions at the site differing from those indicated; (c) unknown physical conditions at the site of any unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Agreement Documents. CONTRACTOR must notify the DISTRICT of such conditions prior to disturbing them and must await direction from the DISTRICT as to how to proceed.

- I. TRENCH SAFETY.** Excavation for any trench 5 feet or more in depth will not begin until the CONTRACTOR has received approval from the DISTRICT, of the CONTRACTOR's detailed plan for worker protection from the hazards of caving ground during the excavation of such trench. Such plan must be submitted at least 5 days before the CONTRACTOR intends to begin excavation for the trench and must show the details of the design of shoring, bracing, sloping or other provisions to be made for worker protection during such excavation. No such plan will allow the use of shoring, sloping or a protective system less effective than that required by the Construction Safety Orders of the Division of Industrial Safety; and if such plan varies from the shoring system standards established by the Construction Safety Orders, the plan must be prepared and signed by an engineer who is registered as a Civil or Structural Engineer in the State of California. Attention is directed to the provisions of Section 6705 of the Labor Code concerning trench excavation safety plans.
- J. PAYMENT BOND.** For all Agreements over \$25,000, the **successful** CONTRACTOR must provide a payment bond in the amount equal to one hundred percent (100%) of the Grand Total Amount and issued by a California admitted surety. The payment bond will provide the DISTRICT with security for CONTRACTOR's full payment to all subcontractors for costs of materials, equipment, supplies, and labor furnished in the course of the performance of the Agreement. Full compensation for furnishing the payment bond is included in the Grand Total Amount. The Payment Bond form is attached as Attachment E.
- K. ANTITRUST CLAIM ASSIGNMENT.** In entering into an Agreement or a subcontract to supply goods, services, or materials pursuant to a public works Agreement, the CONTRACTOR or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works Agreement or the subcontract. This assignment will be made and become effective at the time the awarding body tenders final payment to the CONTRACTOR, without further acknowledgment by the parties.

- L. THIRD-PARTY CLAIMS.** Pursuant to Public Contracts Code Section 9201, the DISTRICT will have full authority to compromise or otherwise settle any claim relating to the Agreement at any time. DISTRICT will provide for timely notification to the CONTRACTOR of the receipt of any third-party claim, relating to the Agreement. Notice will be in writing and will be provided within thirty (30) days. DISTRICT will be entitled to recover its reasonable costs incurred in providing the notification.
- M. ASSIGNMENT OF CLAIMS.** In entering into a public works Agreement or a subcontract to supply goods, services, or materials pursuant to an Agreement, the CONTRACTOR or subcontractor offers and agrees to assign to the DISTRICT all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Agreement. This assignment will be made and become effective at the time the DISTRICT tenders final payment to the CONTRACTOR, without further acknowledgment by the parties.
- N. PAYMENT OF WORKERS COMPENSATION.** Pursuant to the requirements of Section 1860 of the California Labor Code, the CONTRACTOR will be required to secure the payment of workers' compensation to its employees in accordance with the provisions of Section 3700 of the Labor Code.

By signing this Agreement, CONTRACTOR is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provision of that code, and if awarded an Agreement, will comply with such provisions before commencing the performance of the Work of this Agreement.

- O. PROHIBITION AGAINST CONTRACTING WITH THE BARRED SUBCONTRACTORS.** CONTRACTOR is prohibited from performing work on a public works project with a subcontractor who is ineligible to perform work on the public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code.
- P. EXAMINATION AND AUDIT OF RECORDS.** Pursuant to Government Code Section 8546.7, CONTRACTOR must retain all project-related records for a period of 3 years after final payment on this Agreement, which will be subject to audit or inspection by the DISTRICT or the State Auditor during this period.

Separate and apart from the obligations under Section 8546.7, the DISTRICT will have the right to audit project records at DISTRICT discretion under the following circumstances: (a) submission of a Public Records Act request

regarding the project; (b) inability to resolve a disputed Agreement change order; or (c) submission of a construction claim.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers as of the Effective Date.

**PENINSULA CORRIDOR JOINT POWERS BOARD:**

**A BRIGHT IDEA:**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print: Jim Hartnett

Print: Mark Spahn

Title: Executive Director

Title: President/Owner

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Print: Vickie Dault

Title: Treasurer

Date: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_

Dora Seamans  
JPB Secretary

**APPROVED AS TO FORM:**

By: \_\_\_\_\_

Julie Sherman  
Attorney for the Agency

# *Peninsula Corridor Joint Powers Board*

## *LED LIGHTING UPGRADE*



### A Bright Idea

2351 Sunset Boulevard, #170-448

Rocklin, CA 95765

CSLB: License # 717892

Project Manager: Mark Spahn

Telephone: 510-552-6061

Email: [MarkSpahn@MyLightingCompany.com](mailto:MarkSpahn@MyLightingCompany.com)

# *Project Summary*

The Peninsula Corridor Joint Powers Board (JPB), Santa Clara County Energy Watch and San Mateo County Energy Watch have partnered to develop a LED lighting retrofit project for Multiple train stations in San Mateo County and Santa Clara County, in the State of California. The product specifications are based on energy efficiency, anticipated life expectancy, and rebate eligibility. A Bright Idea has assembled a proposal to execute this project based on our discussions and site visits with both parties.

## **Scope of Work:**

The proposed scope of work is as follows:

### **Caltrain San Francisco Station**

A Bright Idea will furnish and install:

- (38) LED Retrofit 100w 4000K Encore [ENC-5RFBK-100-40-D] in Area 335753 for the Platform Pole Lights
- (204) LED Vapor Tight 4ft 25w 4000K 3100lm AT [ATG - VP4FT254K-CD] in Area 335754 for the Ceiling Mounted Platform Lights
- (19) LED Retrofit 60w Encore [ENC-5RFBK-60-40-D] in Area 335755 for the Perimeter Pole Lights
- (22) LED Retrofit 30w 4000K Encore [ENC-5RFBK-30-40-D] in Area 335756 for the Wall Mounted Uplight on the Main Concourse
- (36) LED Retrofit 60w 4000K Encore [ENC-5RFBK-60-40-D] in Area 335757 Ceiling Mounted Light on the Main Concourse
- (52) LED Retrofit 60w 4000K Encore [ENC-5RFBK-60-40-D] in Area 335758 for the Highbay Inside Station
- (61) LED Retrofit 45w 4000K Encore [ENC-5RFBK-45-40-D] in Area 335759 for the Cylinder Pendant Light
- (20) LED Retrofit 75w 4000K Encore [ENC-5RFBK-75-40] in Area 335760 for the Flood Lights

### **Caltrain 22<sup>nd</sup> Street Station San Francisco**

A Bright Idea will furnish and install:

- (18) LED Area 50w 4000K Type 5 NBAL Nebulite: Custom Comp [NBAL-50w-40K- T5] in Area 1 for the Exterior Pole Lights

### **Caltrain Bayshore Station Brisbane**

A Bright Idea will furnish and install:

- (62) LED Retrofit 45w 4000k Encore [ENC-5RFBK-45-40-D] in Area 1 for the Decorative Pole Lights
- (8) LED Retrofit Strips 4ft 22w 4000k 3100L Linmore [LL-URS-4NA-2-41K-22W] in Area 2 for the Pedestrian Bridge
- (5) LED Retrofit 45 w 4000K Encore [ENC-5RFBK-45-40-D] in Area 3 for the Parking Lot
- (1) LED Retrofit 30w 4000K Encore [ENC-5RFBK-30-40-D] in Area 4 for the Exterior Mechanical Room



## **Caltrain San Bruno Station**

A Bright Idea will furnish and install

- (27) LED Retrofit 75w 4000K Encore [ENC-5RFK-75-40] in Area 336429 for the Parking Lot Poles
- (80) LED Retrofit 45w 4000K Encore [ENC-5RFK-45-40-D] in Area 336430 for the Platform Poles
- (82) LED Canopy 10w 4000K 1120lm Aleo [LCP-10/40K XE] in Area 336431 for the Wall Sconces
- (32) LED Strip 4ft 23w 4000K DECO [DACH-LED-4-25-40-UNV-R] in Area 336432 for the Shelter Lights
- (18) LED Strip 4ft 23w 4000K DECO [DACH-LED-4-25-40-UNV-R] in Area 336433 for the Underpass Lights
- (4) LED Retrofit Strips 4f 2pc 22w 4100K 3100L Linmore [LL-URS-4NA-2-41K-22W] in Area 336434 for the Elevator Lights
- (18) LED Retrofit 30w 4000K Encore [ENC-5RFK-30-40-D] in Area 336435 for the Walkway Lights

## **Caltrain\_Milbrae Station**

A Bright Idea will furnish and install:

- (3) LED Retrofit 75w 4000K Encore [ENC-5RFK-75-40] in Area 336352 for the Parking Lot
- (2) LED Flood 50w 4000K Knuckle ATG [ATG - PLF-50-40] in Area 336353 for the Historic Rail Car Pole Lights

## **Caltrain Broadway Station - Burlingame**

A Bright Idea will furnish and install:

- (5) LED Retrofit 45w 4000K Encore [ENC-5RFK-45-40-D] in Area 335729 for the Tall Exterior Poles
- (3) LED Retrofit 30w 4000K Encore [NC-5RFK-30-40-D] in Area 335730 for the Short Exterior Poles
- (5) LED Area 50w 4000K Type 3 NBAL Nebulite [NBAL-50w-40K-T3] in Area 335731 for the Small Lights on the Tall Poles

## **Caltrain Burlingame Station**

A Bright Idea will furnish and install:

- (27) LED Retrofit Custom 50w 4000K Disruptive [DXR-ML-50-40] in Area 335745 for the Decorative Poles
- (8) LED Retrofit 30w 4000K Encore [ENC-5RFK-30-40-D] in Area 335746 for the Canopy Lights
- (12) LED Retrofit 30w 4000K Encore [ENC-5RFK-30-40-D] in Area 335747 for the Wallpacks

## **Caltrain Hayward Park Station**

A Bright Idea will furnish and install:

- (43) LED Retrofit 100w 4000K Encore [ENC-5RFK-100-40-D] in Area 319029 for the Exterior Parking

## **Caltrain Belmont**

# A Bright Idea

A Bright Idea will furnish and install:

- (36) LED Retrofit 75w 4000K Encore [ENC-5RFK-75-40] in Area 336336 for the Parking Lot Poles
- (25) LED Retrofit 75w 4000K Encore [ENC-5RFK-75-40] in Area 336337 for the Spider Fixture Poles
- (12) LED Retrofit 45w 4000K Encore [ENC-5RFK-45-40-D] in Area 336338 for the Canopy Lights
- (2) LED Retrofit Strips 2ft 2pc 18w Encore Linmore [LL-URS-2NA-2-41K-18W] in Area 336339 for the Elevator Car Lights
- (8) LED Retrofit Custom 25w 4000K Disruptive [DXR-ML-25-40] in Area 336340 for the Staircase and the Shelter lights

## Caltrain Redwood City

A Bright Idea will furnish and install:

- (40) LED Retrofit Custom 50w 4000K Disruptive [DXR-ML-50-40] in Area 1 for the Decorative Poles
- (13) LED Retrofit 75w 4000K 4000K Encore [ENC-5RFK-75-40] in Area 4 for the Shoebox Parking Lights
- (4) LED Retrofit Strips 4ft 1pc 15w 4000K 2100L Linmore [LL-URS-4NA-1-41K-15W] in Area 5 for the Wood Shelter
- (1) LED Retrofit Strips 4ft 1pc 22w 4000K 3100L Linmore [LL-URS-4NA-1-41K-22W] in Area 5 for the Wood Shelter
- (6) LED Canopy 10w 4000K 1120lm Aleo [LCP-10/40K XE] in Area 6 for the Passenger and TVM Shelters

No.	Caltrain Station	Cost
1	San Francisco	\$ 99,612.79
2	22nd Street	\$ 6,061.91
3	Bayshore	\$ 18,333.42
4	San Bruno	\$ 52,064.99
5	Millbrae*	\$ 1,757.14
6	Broadway	\$ 3,654.45
7	Burlingame*	\$ 11,654.98
8	Hayward Park	\$ 13,935.89
9	Belmont	\$ 20,486.39
10	Redwood City	\$ 15,868.39
	Grand Total	\$ 243,430.35

### **Warranty Information**

A Bright Idea will provide a 1-year labor warranty on all work we perform.

# A Bright Idea

---

Material warranties will be in accordance with the standard manufacturer duration. A Bright Idea will coordinate the exchange of any defective material returns with the manufacturers during our 1-year labor warranty. JPB will be responsible to coordinate any exchanges after the 1-year period.

The manufacturer warranties are attached to this proposal for your reference.

## **Payment and Performance Bonds**

A Bright Idea has included in this proposal the cost to the Peninsula Joint Powers Board to provide payment and performance bonds for this scope of work.

## **Insurance Requirements**

A Bright Idea has reviewed JPB's insurance requirements and will provide a certificate of insurance if awarded the contract.

As was noted in the insurance requirements, JPB will provide the railroad protective liability insurance

## **Wage Rate**

This labor portion of this proposal is based on California prevailing wage rates for San Mateo County. The tables used are based on a proposal request date of July 31, 2018. A copy of the labor rate table is attached for reference.

# A Bright Idea

---

## **Schedule and Installation**

A Bright Idea will be using 19' =-30' electric scissor lifts to retrofit the fixtures on the platforms. The lifts will be Genie GS-1930 (or similar) units. At the end of each day, the lifts will be stored in an area designated by JPB

The parking lot lighting will be accessed by a boom truck. The truck will be driven to and from the site as needed.

We anticipate the installation will take 3-4 Months to complete once all of the materials are received.

A Bright Idea will work closely with JPB to schedule the full installation. We understand some flexibility may be required to schedule our installation around any special events.

## **Safety and Training**

Safety is a high priority for all A Bright Idea projects. We pride ourselves on working safely and accident free. Upon award of this project, A Bright Idea will submit a site specific safety plan for review and comment.

Our company-wide safety program includes training for all employees. As a minimum, all of our field personnel have 10-hour OSHA training, lock out tag out (LOTO) training, fall protection training, CPR training, and aerial work platform training.

It's our understanding that JPB will assign a designated field person that will be able to assist our crew in identifying circuits so they can be locked out while we are performing our work.

## **Cost Summary:**

The total cost for the work proposed above is **JPB Cost \$243,529.35 + Rebate \$102,587.02 = \$340,551.37** + RR Insurance Policy (Cost) and Payment and Performance Bonds (Cost of 3% to 3.5%)

In addition to the items specifically called out above, the pricing includes all materials, sales tax, labor, lamp disposal, and tool & lift rental costs.

## **Appendix A**

### **Material Warranties**



Project	
Notes	
Type	Date
Cat. No.	

## LCP™ XE Series LED Square Canopy Luminaire



### DESCRIPTION

The Aleo LCP™ Series, LED Square Canopy Luminaire combines energy-efficiency, low-glare optics, and simple slim profile aesthetics to deliver enhanced performance to a range of surface-mount and recessed lighting applications. Mounting plate allows for quick and easy installation. Weather-proof compartment to withstand challenging environments.

### APPLICATIONS

Covered walkways, drive-thrus, semi-covered outdoor aisles, corridors, building canopies, large stairwells. Covers recessed openings for surface mount application. Perfect for school campuses.

### Specification Features



**LCP Series**  
10W, 20W, 36W

#### Construction

Simple, white finish powder-coated housing with advanced thermal management system ensures reliability and durability.

#### Optical System

Prismatic, square drop lens comes standard. Lens system improves safety and security by delivering high-efficiency illumination with low glare, comfortable illumination.

#### Certification

ETL Listed. DLC Premium

#### Warranty

7-year Limited Warranty. See warranty documentation for more information.

#### Electrical

Luminaire utilizes high-efficacy LED packages maintained at cool temperatures for long life, high efficacy. Reliable driver features universal voltage (120-277V) for convenient installation.

#### Installation / Mounting

Luminaire comes standard with mounting plate for quick and easy installation. Can be mounted directly to surface junction box or surface mounted via keyhole slots on mounting plate. Covers existing 12" x 12" recessed square opening.

#### Controls / Dimming

Continuous dimming (0-10V) for 20W and 36W. Suitable for use with dimmers, sensors, daylight harvesting and other control strategies to achieve deeper energy-savings and code compliance.

**Rated Life** 75,000 hours  
**Limited Warranty** 7-years  
**Efficacy** Over 110 LPW

**Quick Ship**  
LCP-10/50K XE  
LCP-20/50K XE  
LCP-36/50K XE

## Ordering Information

Example: LCP-10/50K XE (PSMK)

LCP	10	50K	[Blank]	[Options]	[Blank]
<b>Series</b>	<b>Nom. Wattage</b>	<b>Color Temp</b>	<b>Input Voltage</b>	<b>Accessories</b>	<b>Controls</b>
LCP	10 10W	40K 4000K	Blank	PSMK	OSDL/HF
LED Square	20 20W	50K 5000K	120V-277V	Back housing enclosure	Multi-Level High Frequency
Canopy Luminaire	36 36W				Occupancy Sensor
				<b>Emergency Backup</b>	
				EM700 700 lm	
				EM1400 1400 lm	

Specifications and Dimensions subject to change without notice.

## SCP Sector Canopy Light

### Outdoor

ATG's Sector Canopy Light is a high-performance exterior luminaire designed to provide safe, reliable illumination from low to medium ceiling heights. The streamlined design is ideal for gas stations, parking garages, stairwells, entryways, and building overhangs.



Luminaire	Sector Canopy Light	Type
Project		
Product		
Notes		

#### Features

- Mounts directly over recessed outlet box
- Clear, polycarbonate lens
- Silicon gasket, wet location tested, and IP65 rated



#### Order Format

Sample: SCP-40-50

Series	Wattage	CCT	Voltage	Dimming	Finish Color
SCP =Sector Canopy Light	28=28W 40=40W 60=60W 90=90W 120=120W	40=4000K 50=5000K 57=5700K	Blank=100-277V V=347-480V	Blank=1-10V Dimming ND=Non-Dimming	XX Blank=Standard

#### Application

The slim design provides for multiple mounting options, making it a particularly versatile fixture. The Sector Canopy mounts directly over a 4" recessed outlet box.

#### Construction

The Sector Canopy is manufactured within precise tolerances from die-cast aluminum. The luminaire utilizes a silicon gasket and is IP65 rated.



#### Electrical

Input voltage is a standard 100~277V. Fixture lifespan is rated for 69,000 hours. Luminous efficacy is an excellent 115+ Lm/W available in 28W, 40W, 60W, 90W and 120W.

#### Optics

The fixture is available with the standard color temperatures of 5000K, ideal for outdoor illumination. 4000K and 5700K models are available upon request.

#### Certifications

- UL listed
- CE
- RoHS
- Title 24
- IP65 rated

<b>Input Voltage (VAC)</b>	100-277, 347-480V
<b>CRI</b>	70+
<b>CCT(K)</b>	4000, 5000, 5700
<b>PF</b>	>.95
<b>THD</b>	<20%
<b>L70 (Hours)</b>	100,000+
<b>Color</b>	Bronze, Matte Black
<b>Housing</b>	Die-Cast Aluminum
<b>Lens</b>	Polycarbonate
<b>Temperature Range</b>	-40°C to 40°C
<b>Warranty</b>	10 Years



## SCP Sector Canopy Light

### Outdoor

ATG's Sector Canopy Light is a high-performance exterior luminaire designed to provide safe, reliable illumination from low to medium ceiling heights. The streamlined design is ideal for gas stations, parking garages, stairwells, entryways, and building overhangs.



Luminaire	Sector Canopy Light	Type
Project		
Product		
Notes		

#### Features

- Mounts directly over recessed outlet box
- Clear, polycarbonate lens
- Silicon gasket, wet location tested, and IP65 rated



#### Order Format

Sample: SCP-40-50

Series	Wattage	CCT	Voltage	Dimming	Finish Color
SCP =Sector Canopy Light	28=28W 40=40W 60=60W 90=90W 120=120W	40=4000K 50=5000K 57=5700K	Blank=100-277V V=347-480V	Blank=1-10V Dimming ND=Non-Dimming	XX Blank=Standard

#### Application

The slim design provides for multiple mounting options, making it a particularly versatile fixture. The Sector Canopy mounts directly over a 4" recessed outlet box.

#### Construction

The Sector Canopy is manufactured within precise tolerances from die-cast aluminum. The luminaire utilizes a silicon gasket and is IP65 rated.



#### Electrical

Input voltage is a standard 100~277V. Fixture lifespan is rated for 69,000 hours. Luminous efficacy is an excellent 115+ Lm/W available in 28W, 40W, 60W, 90W and 120W.

#### Optics

The fixture is available with the standard color temperatures of 5000K, ideal for outdoor illumination. 4000K and 5700K models are available upon request.

#### Certifications

- UL listed
- CE
- RoHS
- Title 24
- IP65 rated

<b>Input Voltage (VAC)</b>	100-277, 347-480V
<b>CRI</b>	70+
<b>CCT(K)</b>	4000, 5000, 5700
<b>PF</b>	>.95
<b>THD</b>	<20%
<b>L70 (Hours)</b>	100,000+
<b>Color</b>	Bronze, Matte Black
<b>Housing</b>	Die-Cast Aluminum
<b>Lens</b>	Polycarbonate
<b>Temperature Range</b>	-40°C to 40°C
<b>Warranty</b>	10 Years





## iBright Flood Light



### Product Description

The iBright™ LED Flood Light is the environmentally preferred alternative to traditional metal halide lamps. In comparison, the iBright™ LED Flood Light guarantees 60-90 percent energy savings; consuming approximately 150-watts. It is the maintenance free and cost-effective solution to be widely used in illuminating facades, landscapes, parking areas, and apartment complexes.

### Features

- Maintenance Free & Environmentally Friendly (No Mercury Used)
- Dusk-To-Dawn Occupancy Control Compatible
- IES LM80 Tested LED
- LM79 Data & IES Files Available
- 1-10V Dimming Title 24 Compliant
- Available in 15, 30, 50, 75, 100, & 150-watts
- DLC Product Code: PF3M2AB7 & P1JT9NHD & P00000534 & P00000535 & PWZPW78Z8 & PGT4KMZR1

Project Name:

Date:

Prepared By:

Notes:

### Construction

Constructed in a sturdy and well-fitted die cast aluminum, in addition to the luminaire's clear glass lens and polished reflector for brilliant illumination.

### Finish

Luminaire coated in an environmentally friendly polyester powder formulated for a durable and long-lasting color in a bronze finish. No toxic heavy metals, VOC, or mercury were used in the design of this product.

**Installation** Easily mounts to a broad range of angles with a yoke-style arm and national pipe thread (NPT).

### Testing and Certifications

All luminaires have been tested by an independent laboratory in accordance with IESNA LM79 and LM80. Product certifications include: DLC, ETL, Title 24, RoHS, Lighting Facts, and Safety Listing.

### Options, Accessories and Controls

Luminaire is compatible with most of the 1-10V dimming systems in the market and sensors including: dual function, KO, and emergency battery backup.

### Lifespan and Warranty

Industry-leading L70 rated lifetime of over 95,000 hours with ATG's guaranteed five (5) year warranty.

## WPDS Wall Pack

### Outdoor

Customers have installed our eLucent Wall Pack in stairways, tunnels, alleyways, building perimeters, security walls, overpasses, and parking garages. The compact form factor allows for a wide range of use cases. WPDS fixtures are rated for use in wet locations and can operate in ambient temperatures of -40° to 40°C.



## Specifications

Luminaire	WPDS Dark Sky Wall Pack	Type
Project		
Product		
Notes		

1. Heavy-wall, die-cast aluminum housing
2. IP65 Rated
3. Glass lens fitted for uniform light distribution



<b>Input Voltage (VAC)</b>	120-277
	347-480V*
<b>CRI</b>	80+
<b>CCT (K)</b>	4000*
	5000
<b>PF</b>	0.9
	28W=<20%
<b>THD</b>	40W=<5%
	60W,90W=<13%
	28W=94,000
<b>L70 (Hours)</b>	40W-90W=74,000
<b>Color</b>	Bronze
<b>Housing</b>	Die Cast Aluminum
<b>Optic Types</b>	Glass
<b>Temperature Range</b>	-40°C to 40°C
<b>Warranty</b>	10 Years

\*contact sales for lead time: 347-480V, 4000K

### Mounting

Convenient, modular design means the eLucent wall pack may be mounted to nearly any vertical surface for secure, reliable, illumination.

### Electrical

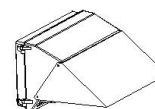
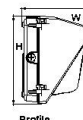
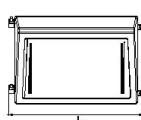
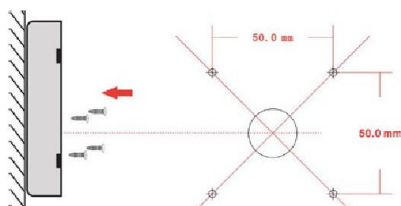
Standard input voltage is 120-277V, and 347-480V drivers are available on all units. Luminous efficiency is 117 Lm/W or higher with models available in 28W, 40W, 60W, and 90W.

### Construction

The eLucent WPDS housing is precision-manufactured from heavy-wall, die-cast aluminum. Thermal management is integral to the design and our heat sinks facilitate excellent thermal transfer, including at temperatures over 40°C. The back plate contains knockout plates for the installation of add-ons. The eLucent WPDS is IP65 rated, tested for use in wet locations. The fixtures include built in photocells and glass lenses.

### Optics

The eLucent WPFC Wall Packs lead their segment for optical performance. With CRI over 80 across standard offerings of CCT 4000K and 5000K, these fixtures offer excellent performance over a broad band of application requirements. The lens is glass, carefully fitted for uniform light distribution. Output is tuned for a superior balance of performance and visual comfort.



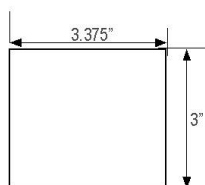


## DACH-LED Square Architectural LED Channel



### Job Information

Type:	
Catalog #:	
Project:	
Comments:	
Prepared by:	



**Square  
Housing**

### Description

The DACH-LED square series is a functional and multi-purpose channel family that incorporates premium performance and construction durability. The performance and application versatility makes this fixture usable in every application. This fixture can be installed using various mounting methods and numerous options and accessories are available. The DACH-LED square series can be the illumination solution in commercial, industrial, institutional and retail applications. An excellent choice for storage/utility areas, coves, display cases, shops, task and general area lighting.

### Features

- Die formed channel.
- Powder coated white enamel finish after fabrication.
- Easy wireway access/wireway cover removed without tools.
- Numerous KOs for easy installation.
- Also available in tandem 8' lengths, and tandem wired 16' lengths.
- UL listed, CSA certified.
- Projected L70 lifetime is 100,000+ hours
- This driver is 0-10V dimming standard.
- OPTICS: Architectural frosted diffuse lens eliminates pixelation, improves uniformity and minimizes glare.
- CRI: 80+

### Ordering Information

**Example: (DACH-LED-2-25-35-UNV-EM)**

Series	Length	Wattage/Lumen	Color Temp.	Voltage	Option				
Square Architectural LED Channel	2	12	12W/1140 <sup>1</sup>	UNV	120-277V	EM	Emergency		
		25	25W/2375 <sup>1</sup>			DM	Dimmable		
	4	35	35W/3325 <sup>1</sup>			40	4000K	CSC	Control Scope Connected
		45	45W/4275 <sup>1</sup>			50	5000K	2D	2 Drivers
		60	30W/5700 <sup>1,2</sup>					MS	Motion Sensor
	8	60	30W/5700 <sup>1</sup>						
		90	30W/8550 <sup>1</sup>						
		120	120W/11400 <sup>1</sup>						

<sup>1</sup> Delivered lumens (4000K)

<sup>2</sup> For 5000K, multiply by 1.05, For 3500K, multiply by 0.95, For 3000K, multiply by 0.95



Deco Lighting practices a program of continuous product development, and as a result product specifications change frequently. We reserve the right to change product specifications without notice. Contact Deco for the latest product information.

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Rev Date: 3/2/17 #3

**Digitize your light.®**



# DXR LED RETROFIT KITS

We believe that products can always be made better...

We are passionate about design, and carefully select quality materials that are built to last...

LED is an investment that is meant to save energy and virtually eliminate lighting maintenance.

Investment-Grade LED Lighting is what we do.

Giving you peace of mind and confidence in your investment is why we do it.

## PRODUCT SPECIFICATIONS

### BENEFITS:

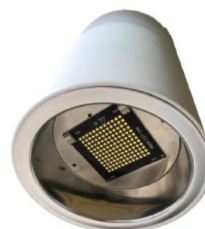
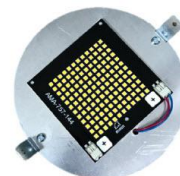
**DISRUPTIVE EFFICIENCY:** AMA engines power our kits with efficiency of up to 190 lumens per watt.

**SUPER SLIM:** At only 1/8" total thickness including heat sinks, DXR Retrofit Kits enable you to use existing reflectors.

**SIMPLE INSTALLATION:** DXR Retrofit Kits can come with expandable brackets that can be mounted directly to existing trim, or with non-electrically connected screw in base brackets, making installations as simple as possible.

**CUSTOM PLATES:** DXR plates can be custom made to install our kits in virtually any fixture type or space.

**MADE IN AMERICA!**



### PERFORMANCE SUMMARY:

- **Lumen Range (per module):** 1900-4300 lumens
- **Available Light Engine Lumens Per Watt Packages:**
  - **LD:** 145-180 lm/w
  - **ML:** 165-183 lm/w
- **Operating Temperature is -40°F to 176°F**
- **PF >0.95**
- **Standard Beam Spread:** 180°
- **Total Thickness:** 1/8"
- **Standard CRI:** 80
- **Standard voltage:** 120-277VAC

## ORDERING GUIDE

**EXAMPLE:** DXRML-25/CAN/50K/ED/E26

CATALOG NUMBER	PLATE STYLE	COLOR TEMPERATURE	OPTIONS
DXRLD-10	CAN CAN STYLE	27K 2700K	E26 MED SECREW IN BRACKET
DXRLD-12	CST CUSTOM	30K 3000K	E39 MOGUL SCREW IN BRACKET
DXRLD-16		40K 4000K	ED 0-10V DIMMING (STANDARD)
DXRLD-25		50K 5000K	LD LINE VOLTAGE DIMMING
DXRML-10			EM EMERGENCY KIT
DXRML-12			LC FROSTED LENS COVER
DXRML-16			
DXRML-25			
DXRML-50			
DXRML-75			

**NOTE:** CUSTOM PLATE DESIGNS MUST BE SUBMITTED PRIOR TO FINAL QUOTE RELEASE.



**DISRUPTIVESSL.COM**

888.886.3775 / INFO@DISRUPTIVESSL.COM



encoreledusa.com

A Leader in LED Retrofit Kits!



Retrofit Kits

**New 4th Generation DLC Premium LED Retrofit Kits featuring:**

- High efficiency: up to 135 LM/W
- Brand New Heatsink design
- Better Cooling Ability
- Lighter Weight Overall
- A 5/10 Year Warranty



30W · 45W · 60W



75W · 105W · 120W



150W · 200W



280W · 320W · 350W



155 U.S. Highway 46 West · Wayne, NJ 07470  
Phone: 866-694-4533 · Fax: 201-331-7257

Patented Product  
All Rights Reserved



### Features

- Advanced dimming with Pro-DIM technology: 0-10V and/or AB dimming
- No Polarity: lamp ends can be reversed
- Same wiring as fluorescent lamp/ballast system
- UL 1598C for safety
- Full glass as fluorescent T8
- No Mercury, No UV
- Suitable for Dry and Damp Locations
- Low Temperature Operation
- Instant On
- 50,000 hours with no limitation on On/Off Cycles
- 5-year Warranty
- Evaluated for use in totally enclosed, recessed luminaires, surface mount wall and ceiling luminaires, outdoor luminaires (open surface mount luminaires with compartment protection from weather)
- For use with Class 2 driver only

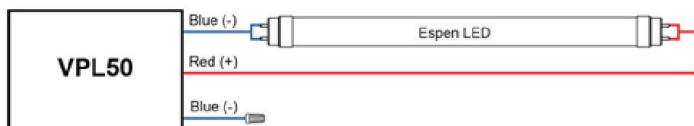
## CoreTech LED Series

PRODUCT SPECIFICATIONS



Model	Mode	System Wattage	Lamp Wattage	Length	CRI	Initial Lumens	System Efficacy (lm/W)	Beam Angle	CCT	DLC
L48T8/835/15G-XT	NBF	15	12	48"	82	1800	120	325°	3500K	Yes
L48T8/840/15G-XT	NBF	15	12	48"	82	1800	120	325°	4000K	Yes
L48T8/850/15G-XT	NBF	15	12	48"	82	1800	120	325°	5000K	Yes
L48T8/835/15G-XT	HBF	18	15	48"	82	2200	122	325°	3500K	Yes
L48T8/840/15G-XT	HBF	18	15	48"	82	2200	122	325°	4000K	Yes
L48T8/850/15G-XT	HBF	18	15	48"	82	2200	122	325°	5000K	Yes

### Wiring diagram





VPL50-xxx-MVHDA-PD-2C	
Driver Type	Constant Current Programmable LED Driver
No. of Channels	2
Input Voltage	120-277 V
Input Frequency	50-60 Hz
Dimming	ProDim: 0-10V and 3 level Dual Relay

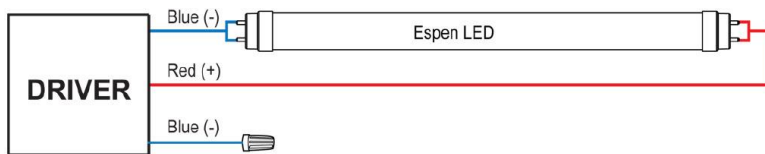
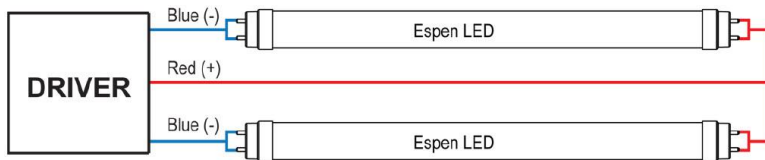
- Features**
- Universal Voltage (120-277V)
  - Multiple Output Channels
  - Constant Current
  - Programmable Wattage and Drive Current
  - ProDim: 0-10V and 3 level Dual Relay
  - Integrates with Adaptive Lightning Control Systems
  - Compatible with LED modules and Coretech LED tubes
  - UL, cUL, UL8750 Class 2
  - FCC Part 15 Class A



## CoreTech VPL PRODUCT SPECIFICATIONS

OUTPUT		INPUT	
No. of Channels	1 2	Frequency	50-60Hz
No. of Coretech LED Lamps	1 2	Input Voltage (range)	120-277 VAC
Output Voltage (Range)	25-50VDC	Power Factor (min.)	0.9 @ full load 277VAC
Output Current Range (Programmable @ full load)	300mA - 600mA	THD (max.)	20% @ full load 110AC
Total Rated Power	50W	Efficiency (typical)	0.83

### Wiring diagram



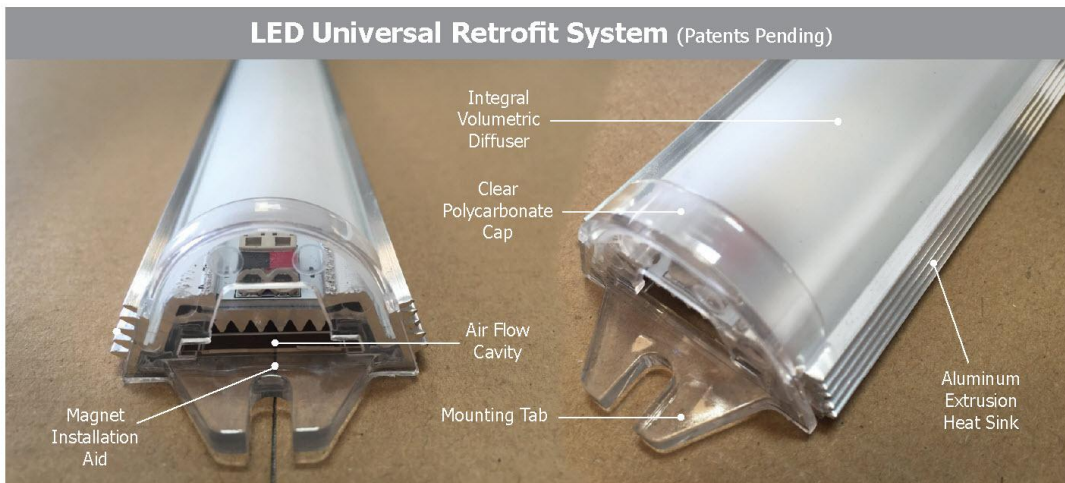


Project Name: \_\_\_\_\_

Application: \_\_\_\_\_

Date: \_\_\_\_\_

Linmore LED Labs Universal Retrofit System (URS) is the ultimate complete retrofit system for a variety of linear fluorescent light fixtures. Each URS is comprised of a patent pending aluminum extrusion, a high-efficacy set of LEDs, and an external dimmable driver. The URS is offered in two nominal lengths, 2' & 4', to retrofit the most popular installed fixtures. When the objective is to extend the useful life of installed fixtures while upgrading to LED with a robust, complete retrofit system with components that exceed those found in LED Tubes, Linmore's URS is the clear choice.



#### HIGHLIGHTS:

- Efficacy up to 152 Lumens/Watt Delivered
- 0-10 Volt Multi-Channel Dimming External Driver
- Aluminum Heat Sink/Extrusion
- Integral Volumetric Diffuser
- Clear Polycarbonate End Caps
- No Glass
- 180 Degree Light Distribution
- 10 Year Warranty Complete System
- No Mercury
- No UV Light

#### APPLICATIONS:

- Troffers
- Strips
- Case Lighting
- Indirect Lighting
- Vapor Tights
- Low Bays

#### RELIABILITY ASSURANCE TESTING:

- Every URS is vibrated at variable frequencies for 5 minutes
- Every URS & Driver is operated for a 36 hour break in period
- Every URS & Driver is cycled on/off every minute for 36 hours



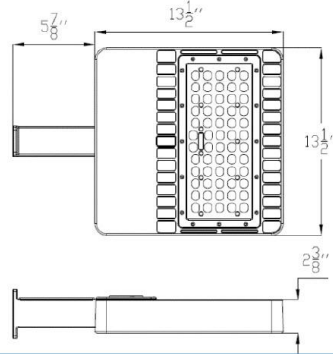




NebuLite

## Nebula LED Area Lights

NBAL-25W/50W/80W/100W/150W



### General Description:

The NebuLite Nebula Area Light is a perfect fixture for medium height parking lot poles and a perfect replacement for all shoebox style flood light that widely used outdoors.

### Construction:

- Stylish low-profile body that minimizes wind load and retains aesthetic pleasing appearance.
- Corrosion resistant polyester powder coat finish, available in custom colors.
- Independent driver compartment separated from light engine that optimizing driver lifespan.
- Cast aluminum structure that resists high shock and vibration.

### Mounting:

- Multiple mounting options are available providing a solution for all outdoor applications like area, roadway, wall mount, flood, building accent and billboard lighting.

### Electrical:

- High Power Factor, low THD UL listed driver with 4KVA surge protection.
- Universal line voltage input 120-277V, 347/480V optional
- FCC compliant
- 0-10V dimmable.

### Optical:

- IES Type II, Type III, Type IV and Type V distribution patterns
- Optics are interchangeable and easily replaceable
- Optional house side shield/visor
- Full range CCT from 3000K to 5000K

### Controls:

- NEMA twist lock photocontrol and receptacle
- Bi-Level occupancy sensor, 480V rated sensor also available

### Working Temperature:

- Up to 140F thanks to advanced heatsink design

### Warranty:

- 5 years' warranty for complete fixture

### Listings:

ETL  
FCC  
DLC  
RoHS



### Ordering Information:

Family Model	Wattage	CCT	Optic	Color	Control	Mounting	Input Voltage
<b>NBAL</b>	<b>25W=25W</b>	<b>50K=5000K</b>	(blank)=Type IV	(blank)=Bronze, Std	(blank)=none, Std	<b>ARM1</b> =Arm mount square pole	(blank)=120-277V, Std
=NebuLite	<b>50W=50W</b>	<b>45K=4500K</b>	<b>T2</b> =Type II	<b>BL</b> =Black	<b>OCC</b> =Bi-Level Occupancy Sensor	<b>ARM2</b> =Arm mount round pole	<b>HV</b> =347-480V
Nebula Area Light	<b>80W=80W</b>	<b>40K=4000K</b>	<b>T3</b> =Type III	<b>WH</b> =White	<b>PCN</b> =NEMA Photocell	<b>SF</b> =Slipfitter 2 3/8"	
	<b>100W=100W</b>	<b>35K=3500K</b>	<b>T5</b> =Type V	<b>GR</b> =Gray		<b>SFB</b> =Slipfitter 3"	
	<b>150W=150W</b>	<b>30K=3000K</b>				<b>WM</b> =Wall Mount	
		<b>30K=3000K</b>				<b>TB</b> =Trunnion Bracket	

Fixtures - 10 Years

**Lamps - 5 Years**

**California Prevailing Wage**

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS  
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1  
FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

**LOCALITY: SAN MATEO COUNTY**  
**DETERMINATION: SMA-2018-1**

CRAFT (JOURNEY LEVEL)	ISSUE DATE	EXPIRATION DATE	EMPLOYER PAYMENTS						STRAIGHT-TIME		OVERTIME HOURLY RATE		
			BASIC HOURLY RATE	HEALTH AND WELFARE	PENSION	VACATION/HOLIDAY	TRAINING	OTHER PAYMENTS	HOURS	TOTAL HOURLY RATE	DAILY	SATURDAY	SUNDAY AND HOLIDAY
# BRICKLAYER, BLOCKLAYER: BRICKLAYER, BLOCKLAYER, STONEMASON POINTER, CLEANER, CAULKER, WATERPROOFER	8/22/2017	04/30/2018**	A 39.320	9.850	14.190	B 3.000	0.800	c 1.320	D 8.0	68.480	E 89.640	E 89.640	110.800
	8/22/2017	06/30/2018*	A 46.210	9.850	11.500	F -	1.490	0.430	D 8.0	69.480	92.590	G 92.590	115.690
# BRICK TENDER	8/22/2017	04/30/2018**	A 33.180	8.000	13.040	F -	0.450	-	8.0	54.670	H 71.260	H 71.260	87.850
# CARPET, LINOLEUM, SOFT FLOOR LAYER FLOOR COVERING HANDLER AFTER 3 YEARS	2/22/2018	12/31/2018**	A 47.950	10.150	15.250	I -	0.630	0.340	8.0	74.320	J 98.290	J 98.290	122.270
FLOOR COVERING HANDLER LESS THAN 3 YEARS	2/22/2018	12/31/2018**	A 23.950	10.150	7.630	I -	0.050	0.340	8.0	42.120	J 54.100	J 54.100	66.070
FLOOR COVERING HANDLER TRAINEE, FIRST 3 MONTHS	2/22/2018	12/31/2018**	A 19.150	10.150	6.100	I -	0.050	0.340	8.0	35.790	J 45.360	J 45.360	54.940
FLOOR COVERING HANDLER TRAINEE, SECOND 3 MONTHS	2/22/2018	12/31/2018**	A 15.310	10.150	4.880	I -	0.050	0.340	8.0	30.730	J 38.390	J 38.390	46.040
# ELECTRICIAN: COMM & SYSTEM INSTALLER	2/22/2018	11/30/2018**	38.020	10.550	K 5.900	-	1.100	L 0.260	8.0	57.160	M 76.840	M 76.840	96.510
COMM & SYSTEM TECH.	2/22/2018	11/30/2018**	43.720	10.550	K 5.900	-	1.100	L 0.260	8.0	63.060	M 85.690	M 85.690	108.310
INSIDE WIREMAN, TECHNICIAN	8/22/2017	05/31/2018*	A 57.000	16.580	N 14.000	F -	1.800	0.160	8.0	91.250	o 120.610	149.960	149.960
CABLE SPLICER	8/22/2017	05/31/2018*	A 64.130	16.580	N 14.000	F -	1.800	0.160	8.0	98.590	o 131.620	164.650	164.650
# FIELD SURVEYOR: P CHIEF OF PARTY	2/22/2018	02/28/2019**	42.190	13.880	Q 11.510	R 4.270	1.020	0.210	8.0	73.080	s 94.170	T 94.170	115.270
P INSTRUMENTMAN	2/22/2018	02/28/2019**	39.100	13.880	Q 11.510	R 4.270	1.020	0.210	8.0	69.990	s 89.540	T 89.540	109.090
P CHAINMAN/RODMAN	2/22/2018	02/28/2019**	36.220	13.880	Q 11.510	R 4.270	1.020	0.210	8.0	67.110	s 85.220	T 85.220	103.330
# GLAZIER	2/22/2018	06/30/2018*	A 46.080	10.150	U 17.390	-	0.550	v 0.380	8.0	74.550	w 97.590	120.630	120.630
# X MARBLE FINISHER	2/22/2018	07/31/2018**	Y 32.600	9.850	4.530	I -	0.450	0.710	8.0	48.140	z 64.440	80.740	80.740
# X MARBLE MASON	2/22/2018	07/31/2018**	Y 44.600	9.850	15.450	I -	0.800	0.960	8.0	71.660	z 93.960	116.260	116.260
# PAINTER: BRUSH AND SPRAY	2/22/2018	12/31/2018**	AA 40.570	10.150	Q 13.120	I -	0.560	0.380	D 8.0	64.780	85.070	AB 85.070	105.350
INDUSTRIAL PAINTER	2/22/2018	12/31/2018**	AA 41.570	10.150	Q 13.120	I -	0.560	0.380	D 8.0	65.780	86.570	AB 86.570	107.350
SANDBLASTER, STEAM CLEANER, WATERBLASTER	2/22/2018	12/31/2018**	AA 41.070	10.150	Q 13.120	I -	0.560	0.380	D 8.0	65.280	85.820	AB 85.820	106.350
EXOTIC MATERIALS	2/22/2018	12/31/2018**	AA 41.320	10.150	Q 13.120	I -	0.560	0.380	D 8.0	65.530	86.190	AB 86.190	106.850
PAPERHANGER/WALLCOVERING	2/22/2018	12/31/2018**	AA 41.570	10.150	Q 13.120	I -	0.560	0.380	D 8.0	65.780	86.570	AB 86.570	107.350
TAPER	2/22/2018	06/30/2018*	AC 45.110	10.150	16.030	I -	0.560	0.560	8.0	72.410	94.970	D 94.970	117.520
AD TAPER CLEAN-UP	2/22/2018	06/30/2018*	AE 18.010	10.150	-	-	-	-	8.0	28.160	37.170	D 37.170	46.170
# PLASTERER	8/22/2017	06/30/2018**	AF 40.510	13.280	12.700	F -	1.150	1.200	D 8.0	68.840	AG 86.190	AG 86.190	103.550
# AH PLASTER TENDER	8/22/2017	06/30/2018**	AI 34.700	8.000	14.660	F -	0.450	0.600	8.0	58.260	AJ 73.900	AJ 73.900	89.550
# PLUMBER: UNDERGROUND UTILITY PIPEFITTER	8/22/2017	06/30/2018**	26.850	9.600	AK 3.000	2.000	0.450	0.600	8.0	42.500	55.930	D 55.930	69.350
LANDSCAPE PIPEFITTER	8/22/2017	06/30/2018**	26.850	9.600	AK 3.000	2.000	0.450	0.600	8.0	42.500	55.930	D 55.930	69.350
UNDERGROUND UTILITY ASSISTANT JOURNEYMAN	8/22/2017	06/30/2018**	15.850	9.600	AK 3.000	2.000	0.450	0.600	8.0	31.500	39.430	D 39.430	47.350
AL LANDSCAPE ASSISTANT JOURNEYMAN	8/22/2017	06/30/2018**	15.850	9.600	AK 3.000	2.000	0.450	0.600	8.0	31.500	39.430	D 39.430	47.350
AM UNDERGROUND UTILITY TRADESMAN	8/22/2017	06/30/2018**	12.650	9.600	AK 3.000	2.000	0.450	0.600	8.0	28.300	34.630	D 34.630	40.950
AN LANDSCAPE TRADESMAN I	8/22/2017	06/30/2018**	12.650	9.600	AK -	2.000	0.450	0.600	8.0	25.300	31.630	D 31.630	37.950

**SUPERSEDED AS OF 9/1/2017**  
**LOCALITY: SAN MATEO COUNTY**  
**DETERMINATION: SMA-2017-1**

CRAFT (JOURNEY LEVEL)	ISSUE DATE	EXPIRATION DATE
BRICKLAYER, BLOCKLAYER:	8/22/2017	04/30/2018**
BRICKLAYER, BLOCKLAYER,	8/22/2017	04/30/2018**
STONEMASON	8/22/2017	04/30/2018**

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS  
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1  
FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

**LOCALITY: SAN MATEO COUNTY**  
**DETERMINATION: SMA-2018-1**

CRAFT (JOURNEY LEVEL)	ISSUE DATE	EXPIRATION DATE	EMPLOYER PAYMENTS							STRAIGHT-TIME		OVERTIME HOURLY RATE		
			BASIC HOURLY RATE	HEALTH AND WELFARE	PENSION	VACATION/HOLIDAY	TRAINING	OTHER PAYMENTS	HOURS	TOTAL HOURLY RATE	DAILY	SATURDAY	SUNDAY AND HOLIDAY	
AN LANDSCAPE TRADESMAN II	8/22/2017	06/30/2018**	12.650	9.600	AK 3.000	2.000	0.450	0.600	8.0	28.300	34.630	D 34.630	40.950	
PLUMBER, STEAMFITTER	8/22/2017	06/30/2018*	62.700	13.750	AK 19.500	F -	0.960	0.600	D 8.0	97.510	E 128.860	E 128.860	160.210	
REFRIGERATION FITTER (HVAC)	8/22/2017	06/30/2018*	62.700	13.750	AK 19.500	F -	0.960	0.600	D 8.0	97.510	E 128.860	E 128.860	160.210	
SPRINKLER FITTER (FIRE PROTECTION AND FIRE CONTROL SYSTEMS)	2/22/2018	07/31/2018*	A 61.370	10.620	17.400	F -	1.100	0.450	8.0	90.940	121.630	121.630	152.310	
# ROOFER	8/22/2017	07/31/2018*	34.300	9.660	7.680	3.580	0.850	AO 0.550	8.0	56.620	AP 73.770	AP 73.770	90.920	
BITUMASTIC, ENAMELER, PIPE WRAPPER, COAL TAR PITCH BUILD-UP	8/22/2017	07/31/2018*	36.300	9.660	7.680	3.580	0.850	AO 0.550	8.0	58.620	AP 76.770	AP 76.770	94.920	
MASTIC WORKER, KETTLEMAN (2 KETTLES WITHOUT PUMPS)	8/22/2017	07/31/2018*	34.550	9.660	7.680	3.580	0.850	AO 0.550	8.0	56.870	AP 74.140	AP 74.140	91.420	
# SHEET METAL WORKER	8/22/2017	07/01/2018*	AA 57.090	AQ 14.200	AR 27.960	F -	1.430	0.710	8.0	101.390	AS 133.110	AS 133.110	164.820	
TOTAL SHEET METAL CONTRACT OF \$200,000 OR LESS	8/22/2017	07/01/2018*	AA 50.290	AQ 14.200	AR 26.580	F -	1.430	0.710	8.0	93.210	AS 121.150	AS 121.150	149.090	
SERVICE MECHANIC (TOTAL SHEET METAL CONTRACT OF \$200,000 OR LESS)	8/22/2017	07/01/2018*	AA 39.400	AT 13.600	AR 15.080	F -	1.330	0.710	8.0	70.120	AU 91.070	AU 91.070	112.020	
SERVICE TECHNICIAN (TOTAL SHEET METAL CONTRACT OF \$200,000 OR LESS)	8/22/2017	07/01/2018*	AA 35.500	AT 13.600	AR 9.810	F -	1.330	0.710	8.0	60.950	AU 79.500	AU 79.500	98.050	
AIR CONDITIONING SPECIALIST (TOTAL SHEET METAL CONTRACT OF \$200,000 OR LESS)	8/22/2017	07/01/2018*	AA 31.440	AT 13.600	AR 4.630	F -	1.310	0.710	8.0	51.690	AS 67.910	AS 67.910	84.130	
AIR CONDITIONING JOURNEYMAN (TOTAL SHEET METAL CONTRACT OF \$200,000 OR LESS)	8/22/2017	07/01/2018*	AA 36.740	AQ 13.600	AR 10.090	F -	1.310	0.710	8.0	62.450	AS 81.570	AS 81.570	100.690	
METAL DECK & SIDING	8/22/2016	06/30/2017*	AA 35.640	AK 13.980	AV 19.200	F -	AW 0.310	-	8.0	69.130	AS 87.950	AS 87.950	106.770	
# AX TERRAZZO FINISHER	8/22/2017	06/30/2018**	AY 35.140	9.850	5.700	F -	0.800	0.850	8.0	52.340	AS 67.730	AS 67.730	83.120	
# AX TERRAZZO WORKER	8/22/2017	06/30/2018**	AY 44.110	9.850	15.000	F -	0.800	1.040	8.0	70.800	AS 90.000	AS 90.000	109.200	
# TILE FINISHER	2/22/2018	03/31/2018**	AZ 26.480	8.980	4.650	1.000	0.790	0.950	8.0	42.850	56.090	D 56.090	69.330	
RED CIRCLED FINISHER	2/22/2018	03/31/2018**	AZ 32.460	8.980	5.100	1.300	0.790	1.020	8.0	49.650	65.880	D 65.880	82.110	
# TILE SETTER	2/22/2018	03/31/2018**	AZ 43.300	8.980	6.150	2.500	1.120	1.590	8.0	63.640	85.290	D 85.290	106.940	
# WATER WELL DRILLER	8/22/1998	12/31/1998*	12.700	3.200	0.780	BA 0.630	-	-	8.0	17.310	BB 23.660	BB 23.660	23.660	
PUMP INSTALLER	8/22/1998	12/31/1998*	12.700	3.200	0.780	BA 0.630	-	-	8.0	17.310	BB 23.660	BB 23.660	23.660	
HELPER	2/22/2018	03/31/2018*	11.000	3.200	0.780	BC 0.520	-	-	8.0	15.500	BB 21.000	BB 21.000	21.000	

[FOOTNOTES](#)

**LOCALITY: SAN MATEO COUNTY**  
**DETERMINATION: SMA-2018-1**

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- \* EFFECTIVE UNTIL SUPERSEDED BY A NEW DETERMINATION ISSUED BY THE DIRECTOR OF INDUSTRIAL RELATIONS. CONTACT THE OFFICE OF THE DIRECTOR - RESEARCH UNIT AT (415) 703-4774 FOR THE NEW RATES AFTER TEN DAYS AFTER THE EXPIRATION DATE IF NO SUBSEQUENT DETERMINATION IS ISSUED.
- \*\* THE RATE TO BE PAID FOR WORK PERFORMED AFTER THIS DATE HAS BEEN DETERMINED. IF WORK WILL EXTEND PAST THIS DATE, THE NEW RATE MUST BE PAID AND SHOULD BE INCORPORATED IN CONTRACTS ENTERED INTO NOW. CONTACT THE OFFICE OF THE DIRECTOR - RESEARCH UNIT FOR SPECIFIC RATES AT (415) 703-4774.
- # INDICATES AN APPRENTICEABLE CRAFT. THE CURRENT APPRENTICE WAGE RATES ARE AVAILABLE ON THE INTERNET @ [HTTP://WWW.DIR.CA.GOV/OPRL/FWAPPWAGE/FWAPPWAGESTART.ASP](http://www.dir.ca.gov/oprl/fwappwage/fwappwagestart.asp). TO OBTAIN ANY APPRENTICE WAGE RATES AS OF JULY 1, 2008 AND PRIOR TO SEPTEMBER 27, 2012, PLEASE CONTACT THE DIVISION OF APPRENTICESHIP STANDARDS OR REFER TO THE DIVISION OF APPRENTICESHIP STANDARDS' WEBSITE AT [HTTP://WWW.DIR.CA.GOV/DAS/DAS.HTML](http://www.dir.ca.gov/das/das.html).
- & THE BASIC HOURLY RATE AND EMPLOYER PAYMENTS ARE NOT TAKEN FROM A COLLECTIVE BARGAINING AGREEMENT FOR THIS CRAFT OR CLASSIFICATION.
- A INCLUDES AMOUNT WITHHELD FOR DUES CHECK OFF.
- B VACATION IS FACTORED AT THE APPLICABLE OVERTIME MULTIPLIER
- C INCLUDES AMOUNT FOR INDUSTRY PROMOTION FUND, INTERNATIONAL MASONRY INSTITUTE, LABOR MANAGEMENT COOPERATION COMMITTEE, AND VACATION TRUST FUND.
- D SATURDAYS IN THE SAME WORK WEEK MAY BE WORKED AT STRAIGHT-TIME IF JOB IS SHUT DOWN DURING THE NORMAL WORKWEEK DUE TO INCLEMENT WEATHER.
- E RATE APPLIES TO THE FIRST 2 DAILY OVERTIME HOURS AND THE FIRST 10 HOURS ON SATURDAY; ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME HOURLY RATE.
- F INCLUDED IN STRAIGHT-TIME HOURLY RATE.
- G RATE APPLIES TO THE FIRST 10 HOURS WORKED ON SATURDAY. ALL OTHER HOURS ARE PAID AT THE SUNDAY/HOLIDAY RATE.
- H RATE APPLIES TO THE FIRST 2 DAILY OVERTIME HOURS AND THE FIRST 8 HOURS ON SATURDAY ONLY. ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME HOURLY RATE. SATURDAYS IN THE SAME WORK WEEK MAY BE WORKED AT STRAIGHT-TIME IF JOB IS SHUT DOWN DURING THE NORMAL WORKWEEK DUE TO INCLEMENT WEATHER.
- I INCLUDED IN BASIC HOURLY RATE.
- J RATE APPLIES TO THE FIRST 4 DAILY OVERTIME HOURS AND THE FIRST 12 HOURS WORKED ON SATURDAY; ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME HOURLY RATE.
- K IN ADDITION, AN AMOUNT EQUAL TO 3% OF THE BASIC HOURLY RATE IS ADDED TO THE TOTAL HOURLY RATE AND OVERTIME HOURLY RATES FOR THE NATIONAL EMPLOYEES BENEFIT BOARD.
- L IN ADDITION, AN AMOUNT EQUAL TO 0.5% OF THE BASIC HOURLY RATE, WHICH IS FACTORED AT THE APPLICABLE OVERTIME MULTIPLIER, IS ADDED TO THE TOTAL HOURLY RATE AND OVERTIME HOURLY RATES.
- M RATE APPLIES TO THE FIRST 4 DAILY OVERTIME HOURS AND THE FIRST 8 HOURS WORKED ON SATURDAY. ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME RATE.
- N IN ADDITION, AN AMOUNT EQUAL TO 3% OF THE BASIC HOURLY RATE IS ADDED TO THE TOTAL HOURLY RATE AND OVERTIME HOURLY RATES FOR THE NATIONAL EMPLOYEES BENEFIT BOARD. PURSUANT TO LABOR CODE SECTIONS 1773.1 AND 1773.8, THE AMOUNT PAID FOR THIS EMPLOYER PAYMENT MAY VARY RESULTING IN A LOWER TAXABLE BASIC HOURLY WAGE RATE, BUT THE TOTAL HOURLY RATES FOR STRAIGHT TIME AND OVERTIME MAY NOT BE LESS THAN THE GENERAL PREVAILING RATE OF PER DIEM WAGES.
- O RATE APPLIES TO THE FIRST 2 OVERTIME HOURS; ALL OTHER TIME IS PAID AT THE SATURDAY OVERTIME HOURLY RATE.
- P ALL CREWS, WITHOUT CONSIDERATION TO THE NUMBER OF INDIVIDUALS IN THE CREW, SHALL INCLUDE A CHIEF OF PARTY. A CREW CONSISTS OF ONE (1) OR MORE EMPLOYEES PERFORMING FIELD AND CONSTRUCTION SURVEY WORK.
- Q INCLUDES AN AMOUNT PER HOUR WORKED FOR ANNUITY TRUST FUND.
- R INCLUDES AN AMOUNT PER HOUR WORKED FOR SUPPLEMENTAL DUES.
- S RATE APPLIES TO THE FIRST 4 DAILY OVERTIME HOURS, MONDAY THROUGH FRIDAY. ALL OTHER OVERTIME IS PAID AT THE SUNDAY/HOLIDAY RATE.
- T RATE APPLIES TO THE FIRST 12 OVERTIME HOURS WORKED. ALL OTHER OVERTIME IS PAID AT THE SUNDAY/HOLIDAY RATE. IN THE EVENT IT IS NOT REASONABLY POSSIBLE TO COMPLETE 40 HOURS OF WORK ON AN 8 HOUR DAY, MONDAY THROUGH FRIDAY, THEN THE BALANCE OF THE 40 HOURS, UP TO 8 HOURS, MAY BE WORKED ON SATURDAY AT THE STRAIGHT-TIME RATE.
- U INCLUDES AN AMOUNT PER HOUR WORKED FOR IUPAT, IARP, AND RETIREE PENSION.
- V INCLUDES AMOUNTS FOR INDUSTRY FUND, WORK PRESERVATION FUND, AND LABOR MANAGEMENT COOPERATION INITIATIVE
- W RATE APPLIES TO THE FIRST 2 DAILY OVERTIME HOURS AND FIRST 8 HOURS WORKED ON DESIGNATED DAYS OFF; ALL OTHER TIME IS PAID AT THE SATURDAY, SUNDAY AND HOLIDAY OVERTIME RATE.
- X EMPLOYEES WORKING ON ANY SUSPENDED PLATFORM/SCAFFOLD SHALL BE PAID AN ADDITIONAL \$20.00 PER DAY ABOVE THE WAGE RATE.
- Y INCLUDES AN AMOUNT FOR DUES CHECK-OFF AND VACATION/HOLIDAY WHICH ARE FACTORED INTO OVERTIME RATES.
- Z RATE APPLIES TO FIRST 2 OVERTIME HOURS MONDAY THROUGH FRIDAY; ALL OTHER OVERTIME IS PAID AT THE DOUBLE TIME RATE.
- AA INCLUDES AMOUNT FOR VAC/HOL AND DUES CHECK OFF.
- AB DESIGNATED DAYS OFF SHALL BE PAID AT THE SATURDAY OVERTIME RATE; PLEASE REFER TO THE HOLIDAY PROVISIONS FOR A LIST OF DESIGNATED DAYS OFF.
- AC INCLUDES AMOUNTS FOR VACATION AND DUES CHECK OFF
- AD PLEASE NOTE THAT THE TAPER CLEAN-UP APPLIES ONLY TO THE TAPER CLASSIFICATION.
- AE INCLUDES AN AMOUNT FOR DUES CHECK OFF

**LOCALITY: SAN MATEO COUNTY**  
**DETERMINATION: SMA-2018-1**

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- AF INCLUDE AMOUNTS WITHHELD FOR DUES CHECK OFF AND VACATION WHICH IS NOT FACTORED INTO OVERTIME. EMPLOYEES OPERATING AND WORKING BEHIND PLASTER GUNS SHALL RECEIVE AN ADDITIONAL \$5.00 PER DAY ABOVE THE WAGE RATE. EMPLOYEES WORKING ON AN EXTERIOR SUSPENDED SCAFFOLD SHALL BE PAID AN ADDITIONAL \$10.00 PER DAY ABOVE THE WAGE RATE.
- AG RATE APPLIES TO THE FIRST 4 OVERTIME HOURS MONDAY THROUGH FRIDAY AND THE FIRST 8 HOURS WORKED ON SATURDAYS AND DESIGNATED DAYS OFF. ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME RATE.
- AH ALL HOD CARRIERS WORKING ON THE HOSE SHALL RECEIVE \$5.00 PER DAY OVER SCALE.
- AI INCLUDES AN AMOUNT FOR VACATION, DUES CHECK-OFF AND ORGANIZING DUES WHICH ARE NOT FACTORED INTO OVERTIME.
- AJ RATE APPLIES TO THE FIRST 4 OVERTIME HOURS MONDAY THROUGH FRIDAY AND THE FIRST 8 HOURS WORKED ON SATURDAY. ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME RATE.
- AK PURSUANT TO LABOR CODE SECTIONS 1773.1 AND 1773.8, THE AMOUNT PAID FOR THIS EMPLOYER PAYMENT MAY VARY RESULTING IN A LOWER TAXABLE BASIC HOURLY WAGE RATE, BUT THE TOTAL HOURLY RATES FOR STRAIGHT TIME AND OVERTIME MAY NOT BE LESS THAN THE GENERAL PREVAILING RATE OF PER DIEM WAGES.
- AL THERE MUST BE AT LEAST ONE JOURNEYMAN PIPEFITTER PER CONTRACTOR ON EACH JOBSITE.
- AM THERE SHALL BE NO MORE THAN THREE TRADESMEN TO EVERY TWO JOURNEYMAN PIPEFITTER/ASSISTANT JOURNEYMAN PIPEFITTER COMBINATION EMPLOYED PER CONTRACTOR ON EACH JOBSITE.
- AN THERE SHALL BE NO MORE THAN FOUR TRADESMEN TO EVERY TWO JOURNEYMAN PIPEFITTER/ASSISTANT JOURNEYMAN PIPEFITTER COMBINATION EMPLOYED PER CONTRACTOR ON EACH JOBSITE. MAINTENANCE WORK, BOTH DURING AND AFTER THE PLANT ESTABLISHMENT PERIOD, MAY BE PERFORMED BY LANDSCAPE TRADESMEN WITHOUT THE SUPERVISION OF A JOURNEYMAN PIPEFITTER.
- AO INCLUDES AMOUNTS FOR LABOR MANAGEMENT AND PROMOTION FUND
- AP RATE APPLIES FOR THE FIRST 4 OVERTIME HOURS MONDAY THROUGH FRIDAY AND THE FIRST 12 HOURS WORKED ON SATURDAY. ALL OTHER TIME IS PAID AT THE SUNDAY/HOLIDAY RATE. IN THE EVENT THAT CONDITIONS OVER WHICH THE ROOFING CONTRACTOR HAS NO CONTROL (I.E. ADVERSE WEATHER, PROJECT DELAYS, LOGISTICAL PROBLEMS, GENERAL CONTRACTOR OR BUILDING OWNER REQUIREMENTS, ETC.) PREVENT EMPLOYEES FROM WORKING ON ONE OR MORE DAYS DURING THE REGULAR WORK WEEK, WORK PERFORMED ON SATURDAY MAY BE PAID AT THE STRAIGHT TIME RATES.
- AQ INCLUDES SMOHIT AND SHC. EFFECTIVE 1/1/2013, PURSUANT TO LABOR CODE SECTIONS 1773.1 AND 1773.8, THE AMOUNT PAID FOR THIS EMPLOYER PAYMENT MAY VARY RESULTING IN A LOWER TAXABLE BASIC HOURLY WAGE RATE, BUT THE TOTAL HOURLY RATES FOR STRAIGHT TIME AND OVERTIME MAY NOT BE LESS THAN THE GENERAL PREVAILING RATE OF PER DIEM WAGES.
- AR INCLUDES AN AMOUNT FOR PENSION WHICH IS FACTORED AT THE APPLICABLE OVERTIME MULTIPLIER. PURSUANT TO LABOR CODE SECTIONS 1773.1 AND 1773.8, THE AMOUNT PAID FOR THIS EMPLOYER PAYMENT MAY VARY RESULTING IN A LOWER TAXABLE BASIC HOURLY WAGE RATE, BUT THE TOTAL HOURLY RATES FOR STRAIGHT TIME AND OVERTIME MAY NOT BE LESS THAN THE GENERAL PREVAILING RATE OF PER DIEM WAGES.
- AS RATE APPLIES TO THE FIRST 2 DAILY OVERTIME HOURS AND THE FIRST 8 HOURS ON SATURDAY ONLY; ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME HOURLY RATE.
- AT INCLUDES SHC. EFFECTIVE 1/1/2013, PURSUANT TO LABOR CODE SECTIONS 1773.1 AND 1773.8, THE AMOUNT PAID FOR THIS EMPLOYER PAYMENT MAY VARY RESULTING IN A LOWER TAXABLE BASIC HOURLY WAGE RATE, BUT THE TOTAL HOURLY RATES FOR STRAIGHT TIME AND OVERTIME MAY NOT BE LESS THAN THE GENERAL PREVAILING RATE OF PER DIEM WAGES.
- AU RATE APPLIES TO FIRST 4 DAILY OVERTIME HOURS AND THE FIRST 8 HOURS WORKED ON SATURDAY DURING THE EMPLOYEES NORMAL WORKING HOURS. ALL OTHER OVERTIME HOURS SHALL BE PAID AT THE SUNDAY AND HOLIDAY DOUBLE TIME RATE.
- AV INCLUDES AN AMOUNT FOR PENSION FACTORED AT THE OVERTIME MULTIPLIER RATE.
- AW INCLUDES \$0.04 FOR SCHOLAR FUND.
- AX THE RATIO OF TERRAZZO FINISHER HOURS TO TERRAZZO WORKER HOURS SHALL NOT EXCEED TWO (2) TO ONE (1).
- AY INCLUDES AN AMOUNT FOR VACATION/DUES CHECK OFF WHICH IS NOT FACTORED IN THE OVERTIME RATES.
- AZ INCLUDES AMOUNT WITHHELD FOR DUES CHECK OFF, WHICH IS FACTORED IN THE OVERTIME RATES. ANY EMPLOYEE WORKING UNDERGROUND SHALL RECEIVE \$1.00 PER HOUR IN ADDITION TO REGULAR WAGES.
- BA RATE APPLIES TO FIRST YEAR OF EMPLOYMENT ONLY; \$0.88 AFTER 2 YEARS OF EMPLOYMENT.
- BB RATE APPLIES TO ALL TIME WORKED IN EXCESS OF 8 HOURS PER DAY OR 40 HOURS PER WEEK AND FOR ALL HOURS ON SUNDAYS AND HOLIDAYS. RATE DOES NOT INCLUDE ANY ADDITIONAL AMOUNT THAT MAY BE REQUIRED FOR VACATION/HOLIDAY PAYMENT.
- BC RATE APPLIES TO FIRST YEAR OF EMPLOYMENT ONLY; \$0.72 AFTER 2 YEARS OF EMPLOYMENT.

**RECOGNIZED HOLIDAYS:** HOLIDAYS UPON WHICH THE GENERAL PREVAILING HOURLY WAGE RATE FOR HOLIDAY WORK SHALL BE PAID, SHALL BE ALL HOLIDAYS IN THE COLLECTIVE BARGAINING AGREEMENT, APPLICABLE TO THE PARTICULAR CRAFT, CLASSIFICATION, OR TYPE OF WORKER EMPLOYED ON THE PROJECT, WHICH IS ON FILE WITH THE DIRECTOR OF INDUSTRIAL RELATIONS. IF THE PREVAILING RATE IS NOT BASED ON A COLLECTIVELY BARGAINED RATE, THE HOLIDAYS UPON WHICH THE PREVAILING RATE SHALL BE PAID SHALL BE AS PROVIDED IN SECTION 6700 OF THE GOVERNMENT CODE. YOU MAY OBTAIN THE HOLIDAY PROVISIONS FOR THE CURRENT DETERMINATIONS ON THE INTERNET AT [HTTP://WWW.DIR.CA.GOV/OPRL/PWD](http://www.dir.ca.gov/oprl/pwd). HOLIDAY PROVISIONS FOR CURRENT OR SUPERSEDED DETERMINATIONS MAY BE OBTAINED BY CONTACTING THE OFFICE OF THE DIRECTOR - RESEARCH UNIT AT (415) 703-4774.

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS  
 PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1  
 FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

LOCALITY: SAN MATEO COUNTY  
 DETERMINATION: SMA-2018-1

CRAFT (JOURNEY LEVEL)	ISSUE DATE	EXPIRATION DATE	INCREASE 1		INCREASE 2		INCREASE 3		INCREASE 4		INCREASE 5		INCREASE 6		INCREASE 7	
			DATE OF NEXT CHANGE	AMOUNT OF INCREASE	DATE OF NEXT CHANGE	AMOUNT OF INCREASE	DATE OF NEXT CHANGE	AMOUNT OF INCREASE	DATE OF NEXT CHANGE	AMOUNT OF INCREASE	DATE OF NEXT CHANGE	AMOUNT OF INCREASE	DATE OF NEXT CHANGE	AMOUNT OF INCREASE	DATE OF NEXT CHANGE	AMOUNT OF INCREASE
<b>BRICKLAYER, BLOCKLAYER:</b>																
BRICKLAYER, BLOCKLAYER, STONEMASON	8/22/2017	04/30/2018**	5/1/2018	\$1.75 A												
<b>BRICK TENDER</b>	8/22/2017	04/30/2018**	5/1/2018	\$1.40 A												
<b>CARPET, LINOLEUM,</b>																
SOFT FLOOR LAYER	2/22/2018	12/31/2018**	1/1/2019	\$2.00 A												
FLOOR COVERING HANDLER AFTER 3 YEARS	2/22/2018	12/31/2018**	1/1/2019	\$1.00 A												
FLOOR COVERING HANDLER LESS THAN 3 YEARS	2/22/2018	12/31/2018**	1/1/2019	\$0.80 A												
FLOOR COVERING HANDLER TRAINEE, FIRST 3 MONTHS	2/22/2018	12/31/2018**	1/1/2019	\$0.64 A												
FLOOR COVERING HANDLER TRAINEE, SECOND 3 MONTHS	2/22/2018	12/31/2018**	1/1/2019	\$0.72 A												
<b>ELECTRICIAN:</b>																
COMM & SYSTEM INSTALLER	2/22/2018	11/30/2018**	12/1/2018	\$3.00 A												
COMM & SYSTEM TECH.	2/22/2018	11/30/2018**	12/1/2018	\$3.00 A												
<b>FIELD SURVEYOR:</b>																
B CHIEF OF PARTY	2/22/2018	02/28/2019**	3/1/2019	\$3.00 A	3/1/2020	\$3.00 A										
B INSTRUMENTMAN	2/22/2018	02/28/2019**	3/1/2019	\$3.00 A	3/1/2020	\$3.00 A										
B CHAINMAN/RODMAN	2/22/2018	02/28/2019**	3/1/2019	\$3.00 A	3/1/2020	\$3.00 A										
C MARBLE FINISHER	2/22/2018	07/31/2018**	8/1/2018	\$2.20 A												
C MARBLE MASON	2/22/2018	07/31/2018**	8/1/2018	\$3.25 A												
<b>PAINTER:</b>																
BRUSH AND SPRAY	2/22/2018	12/31/2018**	1/1/2019	\$2.25 A	1/1/2020	\$2.00 A										
INDUSTRIAL PAINTER	2/22/2018	12/31/2018**	1/1/2019	\$2.50 D	1/1/2020	\$2.25 E										
SANDBLASTER, STEAM CLEANER, WATERBLASTER	2/22/2018	12/31/2018**	1/1/2019	\$2.25 A	1/1/2020	\$2.00 A										
EXOTIC MATERIALS	2/22/2018	12/31/2018**	1/1/2019	\$2.25 A	1/1/2020	\$2.00 A										
PAPERHANGER/WALLCOVERING	2/22/2018	12/31/2018**	1/1/2019	\$2.25 A	1/1/2020	\$2.00 A										
<b>PLASTERER</b>	8/22/2017	06/30/2018**	7/1/2018	\$2.75 A	7/1/2019	\$2.75 A	7/1/2020	\$2.75 A								
F PLASTER TENDER	8/22/2017	06/30/2018**	7/1/2018	\$1.65 A												
<b>PLUMBER:</b>																
UNDERGROUND UTILITY PIPEFITTER	8/22/2017	06/30/2018**	7/1/2018	\$1.50 G												
LANDSCAPE PIPEFITTER	8/22/2017	06/30/2018**	7/1/2018	\$1.50 G												
UNDERGROUND UTILITY ASSISTANT	8/22/2017	06/30/2018**	7/1/2018	\$1.50 G												
H JOURNEYMAN	8/22/2017	06/30/2018**	7/1/2018	\$1.50 G												
H LANDSCAPE ASSISTANT JOURNEYMAN	8/22/2017	06/30/2018**	7/1/2018	\$1.50 G												
I UNDERGROUND UTILITY TRADESMAN	8/22/2017	06/30/2018**	7/1/2018	\$1.90 J												
K LANDSCAPE TRADESMAN I	8/22/2017	06/30/2018**	7/1/2018	\$1.90 J												
K LANDSCAPE TRADESMAN II	8/22/2017	06/30/2018**	7/1/2018	\$1.90 J												
L TERRAZZO FINISHER	8/22/2017	06/30/2018**	7/1/2018	\$1.25 A												
L TERRAZZO WORKER	8/22/2017	06/30/2018**	7/1/2018	\$2.00 A												
<b>TILE FINISHER</b>																
RED CIRCLED FINISHER	2/22/2018	03/31/2018**	4/1/2018	\$2.04 A												
TILE SETTER	2/22/2018	03/31/2018**	4/1/2018	\$2.04 A												
	2/22/2018	03/31/2018**	4/1/2018	\$3.40 A												

[FOOTNOTES](#)

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS  
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

**LOCALITY: SAN MATEO COUNTY**

**DETERMINATION: SMA-2018-1**

- A THE PREDETERMINED INCREASE SHOWN IS TO BE ALLOCATED TO WAGES AND/OR EMPLOYER PAYMENTS. PLEASE CONTACT THE OFFICE OF THE DIRECTOR - RESEARCH UNIT AT (415) 703-4774 WHEN THE PREDETERMINED INCREASE BECOMES DUE TO CONFIRM THE DISTRIBUTION. PLEASE ALSO EXAMINE THE IMPORTANT NOTICES TO SEE IF ANY MODIFICATIONS HAVE BEEN ISSUED, AS THERE MAY BE REDUCTIONS TO PREDETERMINED INCREASES.
- B ALL CREWS, WITHOUT CONSIDERATION TO THE NUMBER OF INDIVIDUALS IN THE CREW, SHALL INCLUDE A CHIEF OF PARTY. A CREW CONSISTS OF ONE (1) OR MORE EMPLOYEES PERFORMING FIELD AND CONSTRUCTION SURVEY WORK.
- C EMPLOYEES WORKING ON ANY SUSPENDED PLATFORM/SCAFFOLD SHALL BE PAID AN ADDITIONAL \$20.00 PER DAY ABOVE THE WAGE RATE.  
\$0.25 TO BASIC HOURLY RATE AND \$2.25 TO BE ALLOCATED TO WAGES AND/OR EMPLOYER PAYMENTS. PLEASE CONTACT THE OFFICE OF THE DIRECTOR - RESEARCH UNIT AT (415) 703-4774 WHEN THE PREDETERMINED INCREASE BECOMES DUE TO CONFIRM THE DISTRIBUTION. PLEASE ALSO EXAMINE THE IMPORTANT NOTICES TO SEE IF ANY MODIFICATIONS HAVE BEEN ISSUED, AS THERE MAY BE REDUCTIONS TO PREDETERMINED INCREASES.
- D \$0.25 TO BASIC HOURLY RATE AND \$2.00 TO BE ALLOCATED TO WAGES AND/OR EMPLOYER PAYMENTS. PLEASE CONTACT THE OFFICE OF THE DIRECTOR - RESEARCH UNIT AT (415) 703-4774 WHEN THE PREDETERMINED INCREASE BECOMES DUE TO CONFIRM THE DISTRIBUTION. PLEASE ALSO EXAMINE THE IMPORTANT NOTICES TO SEE IF ANY MODIFICATIONS HAVE BEEN ISSUED, AS THERE MAY BE REDUCTIONS TO PREDETERMINED INCREASES.
- E ALL HOD CARRIERS WORKING ON THE HOSE SHALL RECEIVE \$5.00 PER DAY OVER SCALE.
- F \$0.25 INCREASE TO BASIC HOURLY RATE, \$1.00 TO HEALTH AND WELFARE AND \$0.25 TO VACATION/HOLIDAY
- H THERE MUST BE AT LEAST ONE JOURNEYMAN PIPEFITTER PER CONTRACTOR ON EACH JOBSITE.
- I THERE SHALL BE NO MORE THAN THREE TRADESMEN TO EVERY TWO JOURNEYMAN PIPEFITTER/ASSISTANT JOURNEYMAN PIPEFITTER COMBINATION EMPLOYED PER CONTRACTOR ON EACH JOBSITE.
- J \$0.65 INCREASE TO BASIC HOURLY RATE, \$1.00 TO HEALTH AND WELFARE AND \$0.25 TO VACATION/HOLIDAY
- K THERE SHALL BE NO MORE THAN FOUR TRADESMEN TO EVERY TWO JOURNEYMAN PIPEFITTER/ASSISTANT JOURNEYMAN PIPEFITTER COMBINATION EMPLOYED PER CONTRACTOR ON EACH JOBSITE. MAINTENANCE WORK, BOTH DURING AND AFTER THE PLANT ESTABLISHMENT PERIOD, MAY BE PERFORMED BY LANDSCAPE TRADESMEN WITHOUT THE SUPERVISION OF A JOURNEYMAN PIPEFITTER.
- L THE RATIO OF TERRAZZO FINISHER HOURS TO TERRAZZO WORKER HOURS SHALL NOT EXCEED TWO (2) TO ONE (1).

[SMA-2018-1-INC](#)



## LABOR CODE REQUIREMENTS

This Agreement includes public works as defined by Labor Code section 1720. Accordingly, the Contractor and all Subcontractors of any tier are subject to California Prevailing Wage Laws when Work under the Agreement includes the construction, alteration, demolition, repair, installation, maintenance, inspection, or land surveying of a plant, building, structure, ground facility, utility system or any real property including machinery and other equipment permanently attached to a building or realty as fixtures (hereinafter referred to as "Prevailing Wage Covered Work"). California Prevailing Wage Laws include all applicable sections of the Labor Code (Chapter 1, commencing with Part 7 of Division 2, Section 1720,).

A. Prevailing Wage Rates

The Contractor and Subcontractors at any tier shall comply with Labor Code sections 1774 and 1775. The California Department of Industrial Relations' general prevailing wage determinations 2019-1 shall constitute the prevailing wages for the duration of the Contract. Copies of the determinations can be reviewed at the Agency's Central Office (1250 San Carlos Ave., San Carlos, California 94070). They can also be found at: <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>

The Contractor shall post a printed copy of the applicable prevailing wage determinations in a prominent place at the Site, including field offices.

The Contractor and Subcontractors shall pay no less than the applicable prevailing wage to any worker performing Prevailing Wage Covered Work under the Agreement for all work hours specified within of applicable prevailing wage determinations.

When, after investigation by the Agency or the California Department of Industrial Relations (DIR), it is established that a worker has been paid less than the applicable prevailing wage, the Contractor or Subcontractor shall pay the worker restitution equal to the difference between actual wages paid and the applicable prevailing wage. In addition, the Contractor or Subcontractor shall forfeit to the Agency a penalty of not more than \$200.00 for each underpaid worker for each day, or portion thereof, during which underpayment has occurred. The Agency shall withhold payments from the Contractor equal to the amount of unpaid wages and applicable penalties when it is established by the Agency or DIR that an underpayment has occurred. Withheld payments shall be released in accordance with Labor Code sections 1742 through 1743 and 1771.6.

B. Future Wage Increases

Predetermined increases to the prevailing wage rates can be found within the applicable prevailing wage determinations. Prevailing wage determinations with predetermined increases are denoted by a double-asterisk (\*\*) following the published expiration date. The Agency will not recognize any claim for additional compensation based on the payment by the Contractor of any predetermined increase to the prevailing wage, or the federal minimum wage rate, during the term of the Agreement. The possibility of wage increases during the course of the Agreement is a cost risk allocated to the Contractor in determining its Proposal Price, and such wage increases will not be considered as a basis for additional compensation from the Agency.

C. Hours of Labor

The Contractor and Subcontractors at any tier shall comply with Labor Code sections 1810 through 1815.

The Contractor and Subcontractors shall recognize that 8 hours labor constitutes one day of work. The Contractor and Subcontractor shall only permit a worker to work in excess of 8 hours in one day or in excess of 40 hours in one calendar week, when that work is paid at no less than 1½ times the prevailing wage basic hourly rate of pay.

The Contractor and Subcontractors shall maintain accurate records showing the name of and actual hours worked each day and each calendar week by each worker employed in connection with Prevailing Wage Covered Work performed under the Agreement. The Contractor and Subcontractors shall make these records available for inspection by the Agency and by the DIR's Division of Labor Standards Enforcement.

When, after investigation by the Agency or DIR, it is established work has been performed in excess of 8 hours in one day or 40 hours in one calendar week without appropriate compensation, the Contractor or Subcontractor shall forfeit to the Agency a penalty of \$25.00 per day for each affected worker. The Agency may withhold payments from the Contractor equal to the amount of underpayment and applicable penalties when it is established by the Agency or DIR that overtime work has not been appropriately compensated. Withheld payments shall be released in accordance with Labor Code sections 1742 through 1743 and 1771.6.

D. Certified Payroll Records (CPRs)

The Contractor and Subcontractors at any tier shall comply with Labor Code section 1776 and Title 8 of the California Code of Regulations section 16400.

The Agency may withhold payments due or estimated to be due to the Contractor or Subcontractors whose CPRs are delinquent or inadequate (terms defined in subsequent language of the Agreement), plus any additional amount that the Agency has reasonable cause to believe may be needed to cover unpaid wages and penalties assessed against such Contractor or Subcontractor whose CPRs are delinquent or inadequate; the Contractor shall be required, in turn, to cease all payments to a Subcontractor whose payroll records are delinquent or inadequate until the Agency provides notice that the Subcontractor has cured the delinquency or deficiency.

The Contractor and Subcontractors shall maintain CPRs for a period of 3 years following Final Acceptance.

1. Content of CPRs

The Contractor and Subcontractors shall keep accurate CPRs detailing the following information: name, address, social security number, work classification, wage rates, straight time and overtime hours worked each day and each week, check number, deductions, contributions, payments, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee(s) employed by the Contractor or Subcontractors in connection with the Agreement.

Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

- (a) The information contained in the payroll record is true and correct.
- (b) The employer has complied with the requirements of Labor Code sections 1771, 1811, and 1815 for any work performed by their employees on this Project.

A CPR is inadequate if the CPR does not contain all of the abovementioned parts.

2. Timely Submission of CPRs

This section does not apply to work performed on a public works project of \$25,000 or less when the project is for construction, alteration, demolition, installation, or repair work, or to work performed on a maintenance project of \$15,000 or less. The Contractor and Subcontractors shall submit one CPR each week from the start of Prevailing Wage Covered Work through the completion of the Work. Each CPR shall be submitted within 1 calendar week from the last day of the Contractor's or Subcontractor's work week. A CPR

shall be considered delinquent if the CPR has not been submitted within 30 days from the end of the work week.

3. Additional Requests for CPRs and Other Payroll Records

The Contractor's and Subcontractor's CPRs and all payroll records, as defined by Chapter 8 of the California Code of Regulations section 16000, shall be available for inspection at all reasonable hours at the Contractor's or Subcontractor's office on the following basis:

(a) Upon request of an employee or the employee's authorized representative.

(b) Within 10 days of a written request from the Agency, or from DIR's Division of Labor Standards Enforcement or Division of Apprenticeship Standards.

When copies of payroll records are not provided within such 10 day period, the Contractor or Subcontractor shall forfeit to the Agency a penalty of \$100.00 per worker for each day or portion thereof that copies are not provided. The Agency shall withhold payments from the Contractor equal to the amount of any accrued penalties. Withheld payments shall be released in accordance with Labor Code sections 1742 through 1743 and 1771.6.

4. Submittal of Payroll Records via LCPtracker

The Contractor and Subcontractors at any tier shall submit all CPRs via the LCPtracker online submittal system ([www.lcptracker.com](http://www.lcptracker.com)), unless otherwise required by the Agency. LCPtracker access is provided by the Agency free of charge to the Contractor and all Subcontractors. Any optional interface with LCPtracker shall be at the sole expense of the Contractor.

5. Submittal of Payroll Records to the DIR

This section does not apply to work performed on a public works project of \$25,000 or less when the project is for construction, alteration, demolition, installation, or repair work, or to work performed on a maintenance project of \$15,000 or less. All Contractors, Subcontractors, or vendors performing Prevailing Wage Covered Work under this Agreement shall submit certified payroll records as specified in California Labor Code Section 1776 directly to the Labor Commissioner. Information on reporting to the Labor Commissioner is available online at:

<http://www.dir.ca.gov/Public-Works/PublicWorks.html>

E. Apprenticeship Requirements

This section only applies to prime contracts of \$30,000 or greater. Labor Code section 1777.5(n) emphasizes that a prime Contractor is responsible for compliance with apprenticeship requirements. Therefore, the Contractor shall be responsible for compliance by the Contractor and Subcontractors with Labor Code sections 1777.5 through 1777.6 related to the employment of apprentices. The Contractor shall be responsible for any penalties assessed by the Labor Commissioner in accordance with Labor Code section 1777.7.

The Contractor and Subcontractors shall meet the following obligations whenever Prevailing Wage Covered Work is performed under this Agreement in a craft or classification deemed to be apprenticeable within applicable prevailing wage determinations:

1. Before the start of Agreement Work, the Contractor and Subcontractors shall notify all apprenticeship programs approved by DIR's Division of Apprenticeship Standards (DAS) to train apprentices within the county of the Agreement Work. Completion and submission of Form(s) DAS-140 may constitute sufficient notification. Form DAS-140 can be found at: <http://www.dir.ca.gov/DAS/DASForm140.pdf>. Information on apprenticeship programs can be found at: <http://www.dir.ca.gov/databases/das/pwaddrstart.asp>
2. During Agreement Work, the Contractor and Subcontractor shall employ apprentices in a ratio of not less than 1 apprentice hour of work for every 5 hours of journeyman work. The Contractor and Subcontractors shall obtain written exemptions from DAS or a DAS-approved apprenticeship program for exceptions to the 1-to-5 ratio.
3. For every hour of journeyman and apprentice labor, the Contractor and Subcontractors shall make apprenticeship training fund contributions to either the California Apprenticeship Council or an apprenticeship training program approved by the DAS. Apprenticeship training contributions shall be paid at no less than the amount specified within the applicable prevailing wage determination.
4. The Contractor and Subcontractors shall pay each worker at the appropriate journeyman prevailing wage rate if any of the following apprenticeship standards are not met:
  - (a) The worker is registered as an apprentice with the DAS and the Contractor has obtained written proof of their registration.
  - (b) The worker is registered with U.S. Department of Labor,

Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services and the Contractor has obtained written proof of their registration.

(c) The worker is employed in accordance with the apprenticeship standards of the apprentice agreement under which they are training.

F. Wage Kickbacks and Worker Registration Fees Prohibited

The Contractor and Subcontractors at any tier shall comply with Labor Code sections 1778 through 1779. The Contractor and Subcontractors shall not take, receive, or conspire with another to take or receive, for their own use or the use of any other person any portion of the wages of any worker or Subcontractor in connection with this Agreement. The Contractor and Subcontractors shall not charge, collect, or attempt to charge or collect, directly or indirectly, a fee or valuable consideration for registering any person to work in connection with the Agreement, or for giving information as to where such employment may be procured, or for placing, assisting in placing, or attempting to place, any person in connection with the Agreement.

G. Agency Labor Compliance Program (LCP)

The Agency operates a DIR-approved LCP for monitoring and enforcing California Prevailing Wage Laws including the abovementioned provisions of the California Prevailing Wage Laws. A description of the LCP can be found at: <http://procurement.samtrans.com/lcp.aspx>. All Prevailing Wage Covered Work under the Agreement will be subject to the requirements of the LCP.

The Contractor shall post the Agency's LCP contact information in a prominent place at the Site, including inside the field offices.

Pursuant to Labor Code Section 1726, the Agency shall take cognizance of Labor Code violations committed in the course of the Agreement and will withhold estimated wage underpayments, penalties and/or forfeitures from contract payments pursuant to Section 1771.6 if violations are found.

H. Compliance Monitoring by the California DIR

This Agreement is subject to monitoring and enforcement by the DIR pursuant to Labor Code Section 1771.4. The Contractor must post site notices as prescribed by Title 8 California Code of Regulations section 16451(d).

I. Contractor Registration for California Public Works

This section does not apply to work performed on a public works project of \$25,000 or less when the project is for construction, alteration, demolition,

installation, or repair work, or to work performed on a maintenance project of \$15,000 or less. Pursuant to Labor Code Section 1771.1, a Contractor or Subcontractor shall not be qualified to bid on, be listed in a bid proposal, or engage in the performance of any contract for public work unless they are currently registered with the DIR and qualified pursuant to Labor Code section 1725.5. Submission of a Proposal by an unregistered Contractor, or listing an unregistered Subcontractor, may result in the proposal being rejected as non-responsive. For federally funded projects, the Contractor and Subcontractors must be registered at the time of contract award.

An unregistered Contractor or Subcontractor who is found to have performed Prevailing Wage Covered Work under this contract is subject to penalties of up to \$8,000 in addition to any penalty registration fees that may be assessed. Additionally, a higher-tiered Contractor who is found to have entered into a subcontract with an unregistered lower-tier Subcontractor is subject to penalties of up to \$10,000. Contractor registration may be completed online at the following website: <https://efiling.dir.ca.gov/PWCR/>.

To ensure compliance with Labor Code 1773.3: the Agency shall withhold final payment due to the Contractor until:

1. The Contractor has provided the Agency with a Contractor Registration Closeout Form that includes the name and PWCR of every lower-tier Subcontractor who performed Prevailing Wage Covered Work under the Contract;
2. The Agency's Labor Compliance Officer (LCO) has reviewed that the Contractor Registration Closeout Form contains all required information, has verified that all Contractors were properly registered, and has notified the Contractor that the Contractor Registration Closeout Form is acceptable, and;
3. 30 calendar days have passed since the LCO notified the Contractor that the Contractor Registration Closeout Form is acceptable. At the LCO's discretion, the 30 day waiting period may be waived if all Subcontractors were previously identified.

## **INSURANCE**

The insurance requirements specified in this Section shall cover CONTRACTOR's own liability and any liability arising out of work or services performed under this Agreement by any subcontractors, subconsultants, suppliers, temporary workers, independent contractors, leased employees, or any other persons, firms or corporations (hereinafter collectively referred to as "Agents") that CONTRACTOR authorizes to work under this Agreement. CONTRACTOR is required to procure and maintain at its sole cost and expense the insurance coverages subject to all of the requirements set forth below. Such insurance shall remain in full force and effect throughout the term of this Agreement. CONTRACTOR is also required to assess the risks associated with work to be performed by Agents under subcontract and to include in every subcontract the requirement that the Agent maintain adequate insurance coverages with appropriate limits and endorsements to cover such risks; the limit for the Commercial General Liability insurance in each subcontract shall not be less than \$2 million. To the extent that any Agent does not procure and maintain such insurance coverage, CONTRACTOR shall assume any and all costs and expenses that may be incurred in fulfilling CONTRACTOR's indemnity obligation as to itself or any of its Agents in the absence of coverage. In the event CONTRACTOR or its Agents procure excess or umbrella coverage to maintain certain requirements outlined below, these policies shall also satisfy all specified endorsements and stipulations, including provisions that the CONTRACTOR's insurance be primary without any right of contribution from the JPB. Prior to beginning work under this Agreement, CONTRACTOR shall provide the JPB's authorized insurance consultant, Insurance Tracking Services, Inc. (ITS), with satisfactory evidence of compliance with the insurance requirements of this Section, by submitting such evidence of compliance to the address indicated in C.1. below.

### **A. MINIMUM TYPES AND SCOPE OF INSURANCE**

#### **1. Workers' Compensation and Employer's Liability Insurance.**

- a. Workers' Compensation with Statutory Limits and/or Federal Employer's Liability ("FELA") coverage (whichever is applicable) to its employees, as required by the Federal Employer's Liability Act of 1908, applying to Interstate railroad employees, or, as required by Section 3700 et seq. of the California Labor Code, or any subsequent amendments or successor acts thereto, governing the liability of employers to their employees.
- b. If FELA applies, it shall be in accordance with federal statutes and have minimum limits of \$10,000,000 per occurrence.
- c. If the California Labor Code requiring Workers' Compensation applies, the CONTRACTOR shall also maintain Employer's Liability coverage with minimum limits of **\$5 million**.
- d. Such insurance shall include the following endorsement as further detailed in the Endorsements Section below:



- Waiver of Subrogation.

## **2. Commercial General Liability Insurance.**

Commercial General Liability insurance for bodily injury and property damage coverage of at least **\$5 million** per occurrence or claim and a general aggregate limit of at least **\$5 million**. Such insurance shall cover all of CONTRACTOR's operations both at and away from the project site. Such insurance shall not have any exclusion for Cross Liability or Cross-Suits. In addition, for any construction and public works projects, the insurance shall not have any exclusion for Explosion, Collapse and Underground perils (xcu) and for construction or demolition work within 50 feet of railroad tracks, the contractual liability exclusion for liability assumed shall be deleted.

a. This insurance shall include coverage for, but not be limited to:

- Premises and operations.
- Products and completed operations.
- Personal injury.
- Advertising injury.

b. Such insurance shall include the following endorsements as further detailed in the Endorsements Section below:

- Additional Insured.
- Separation of Insureds Clause.
- Primary and Non-Contributory wording.
- Waiver of Subrogation.

Products and completed operations insurance shall be maintained for three (3) years following termination of this Agreement.

## **3. Business Automobile Liability Insurance.**

Business Automobile Liability insurance providing bodily injury and property damage coverage with a combined single limit of at least **\$5 million** per accident or loss.

a. This insurance shall include coverage for, but not be limited to:

- All owned vehicles.
- Non-owned vehicles.
- Hired or rental vehicles.

b. Such insurance shall include the following endorsements as further detailed in the Endorsements Section below:

- Additional Insured.
- Primary and Non-Contributory wording.
- Waiver of Subrogation.

#### 4. Property Insurance.

Property insurance with Special Form coverage including theft, but excluding earthquake, with limits at least equal to the replacement cost of the property described below.

a. This insurance shall include coverage for, but not be limited to:

- CONTRACTOR's own business personal property and equipment to be used in performance of this Agreement.
- Materials or property to be purchased and/or installed on behalf of the JPB, if any.
- Builders risk for property in the course of construction.

b. Such insurance shall include the following endorsement as further detailed in the Endorsements Section below:

- Waiver of Subrogation.

#### 5. Railroad Protective Liability Insurance.

Prior to commencing demolition, construction or remodeling within 50 feet of railroad tracks, CONTRACTOR shall contact the JPB. The JPB shall obtain Railroad Protective Liability insurance with limits of liability of **\$5 million** per occurrence and **\$10 million** in the aggregate. The named insureds shall be the Peninsula Corridor Joint Powers Board, the San Mateo County Transit District, the Santa Clara Valley Transportation Authority, the City and County of San Francisco, TransitAmerica Services, Inc. or any successor Operator of the Service, and the Union Pacific Railroad Company.

Coverage shall be on the RIMA policy form and include, but not be limited to:

- Claims arising out of injury to or death of any person.
- Physical loss or damage to or destruction of property including the JPB's rolling stock and any resulting loss of use thereof.
- Coverage for supervisory acts of railroad employees.
- FELA coverage for railroad employees.
- All other railroads operating on the right-of-way.
- Pollution extension for fuels and lubricants brought onto the job location.

On the CONTRACTOR's commercial general liability insurance policy, the contractual liability exclusion for liability assumed shall be deleted.

## **B. ENDORSEMENTS**

### **1. Additional Insured.**

The referenced policies and any Excess or Umbrella policies shall include as Additional Insureds the Peninsula Corridor Joint Powers Board, the San Mateo County Transit District, the Santa Clara Valley Transportation Authority, the City and County of San Francisco, TransitAmerica Services, Inc. or any successor Operator of the Service, and the Union Pacific Railroad Company and their respective directors, officers, employees, volunteers and agents while acting in such capacity, and their successors or assignees, as they now, or as they may hereafter be constituted, singly, jointly or severally.

### **2. Waiver of Subrogation.**

The referenced policies and any Excess or Umbrella policies shall contain a waiver of subrogation in favor of the Peninsula Corridor Joint Powers Board, the San Mateo County Transit District, the Santa Clara Valley Transportation Authority, the City and County of San Francisco, TransitAmerica Services, Inc. or any successor Operator of the Service, and the Union Pacific Railroad Company and their respective directors, officers, employees, volunteers and agents while acting in such capacity, and their successors or assignees, as they now, or as they may hereafter be constituted, singly, jointly or severally.

### **3. Primary Insurance.**

The referenced policies and any Excess and Umbrella policies shall indicate that they are primary to any other insurance and the insurance company(ies) providing such policy(ies) shall be liable thereunder for the full amount of any loss or claim, up to and including the total limit of liability, without right of contribution from any of the insurance effected or which may be effected by the JPB.

### **4. Separation of Insureds.**

The referenced policies and any Excess or Umbrella policies shall contain a Separation of Insureds Clause and stipulate that inclusion of the Peninsula Corridor Joint Powers Board, the San Mateo County Transit District, the Santa Clara Valley Transportation Authority, the City and County of San Francisco, TransitAmerica Services, Inc. or any successor Operator of the Service, and the Union Pacific Railroad Company as Additional Insureds shall not in any way affect the JPB's rights either as respects any claim, demand, suit or judgment made, brought or recovered against the CONTRACTOR. The purpose of this coverage is to protect CONTRACTOR and the JPB 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.

## C. EVIDENCE OF INSURANCE

### 1. All Coverages except Railroad Protective.

Prior to commencing work or entering onto the Property, CONTRACTOR shall provide to Insurance Tracking Services, Inc. (ITS), the JPB's authorized insurance consultant, a Certificate of Insurance with respect to each required policy to be provided by the CONTRACTOR under the Agreement. The required certificates must be signed by the authorized representative of the Insurance Company shown on the certificate. **The JPB Contract number and Project name shall be clearly stated on the face of each Certificate of Insurance.**

Submit Certificates of Insurance to:  
Peninsula Corridor Joint Powers Board  
C/O Insurance Tracking Services, Inc. (ITS)  
P.O. Box 198  
Long Beach, CA 90801

OR

Email Address: [smt.certificates@instracking.com](mailto:smt.certificates@instracking.com)

OR

Fax: (562) 435-2999

In addition, the CONTRACTOR shall promptly deliver to ITS a certificate of insurance with respect to each renewal policy, as necessary to demonstrate the maintenance of the required insurance coverage for the terms specified herein. Such certificate shall be delivered to ITS not less than three business days after the expiration date of any policy.

### 2. Railroad Protective.

Prior to CONTRACTOR commencing work or entering onto the Property, the JPB will obtain the Railroad Protective Liability insurance. However, CONTRACTOR's Certificate of Insurance should state that the contractual liability exclusion for liability assumed has been deleted on the CONTRACTOR's commercial general liability insurance policy.

## D. GENERAL PROVISIONS

### 1. Notice of Cancellation.

Each insurance policy supplied by the CONTRACTOR shall provide at least 30 days' written notice to CONTRACTOR of cancellation or non-renewal. CONTRACTOR must then provide at least 30 days' prior written notice to the JPB's authorized insurance consultant, Insurance Tracking Services, Inc. (ITS), if any of the above policies are non-renewed or cancelled.

Submit written notice to:  
Peninsula Corridor Joint Powers Board  
C/O Insurance Tracking Services, Inc. (ITS)  
P.O. Box 198  
Long Beach, CA 90801

OR

Email Address: [smt.certificates@instracking.com](mailto:smt.certificates@instracking.com)

OR

Fax: (562) 435-2999

**2. Acceptable Insurers.**

All policies will be issued by insurers acceptable to the JPB (generally with a Best's Rating of A- 10 or better).

**3. Self-insurance.**

Upon evidence of financial capacity satisfactory to the JPB and CONTRACTOR's agreement to waive subrogation against the JPB respecting any and all claims that may arise, CONTRACTOR's obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance.

**4. Failure to Maintain Insurance.**

All insurance specified above shall remain in force until all work to be performed is satisfactorily completed, all of CONTRACTOR's personnel and equipment have been removed from the JPB property, and the work has been formally accepted. The failure to procure or maintain required insurance and/or an adequately funded self-insurance program will constitute a material breach of this Agreement.

**5. Claims Made Coverage.**

If any insurance specified above shall be provided on a claim-made basis, then in addition to coverage requirements above, such policy shall provide that:

- a. Policy retroactive date coincides with or precedes the CONTRACTOR's start of work (including subsequent policies purchased as renewals or replacements).
- b. CONTRACTOR shall make every effort to maintain similar insurance for at least three (3) years following project completion, including the requirement of adding all additional insureds.
- c. If insurance is terminated for any reason, CONTRACTOR agrees to purchase an extended reporting provision of at least three (3) years to report claims arising from work performed in connection with this Agreement.
- d. Policy allows for reporting of circumstances or incidents that

might give rise to future claims.

**6. Deductibles and Retentions.**

CONTRACTOR shall be responsible for payment of any deductible or retention on CONTRACTOR's policies without right of contribution from the JPB. Deductible and retention provisions shall not contain any restrictions as to how or by whom the deductible or retention is paid. Any deductible or retention provision limiting payment to the Named Insured is unacceptable.

In the event that the policy of the CONTRACTOR or any subcontractor contains a deductible or self-insured retention, and in the event that the JPB seeks coverage under such policy as an additional insured, CONTRACTOR shall satisfy such deductible or self-insured retention to the extent of loss covered by such policy for a lawsuit arising from or connected with any alleged act or omission of CONTRACTOR, subcontractor, or any of their officers, directors, employees, agents, or suppliers, even if CONTRACTOR or subcontractor is not a named defendant in the lawsuit.

## **ON-TRACK SAFETY AND ROADWAY WORKER PROTECTION**

### **PART 1 – GENERAL**

#### **1.1 DESCRIPTION**

- A. Section includes general requirements for on-track safety and roadway worker protection, including the various types of on-track protection required to perform different aspects of the Work, and the procedure, and requirements for obtaining training for workers performing Work.

#### **1.2 GENERAL**

- A. Contractor shall familiarize itself with Caltrain's On-Track Safety Plan and the Code of Federal Regulations Title 49, Part 214: Railroad Workplace Safety. The Contractor will be expected to conduct its work in compliance with rules and regulations set forth in these documents.

#### **1.3 DEFINITIONS**

- A. On-Track Safety (OTS) Envelope: The space bounded by two imaginary lines, measured 15 feet horizontally from the field side (outside) of the field rail of any track on which trains or on-track equipment operate or may potentially operate. The OTS Envelope also includes the width and length of any active station platform. The boundaries of the OTS Envelope extend from top of rail vertically up infinitely.
- B. Fouling of OTS Envelope: The placement of a roadway worker or an item of equipment within the OTS Envelope.
- C. Fouling of Track: The placement of an individual, material or piece of equipment where said item will be struck by passing train or on-track equipment.
- D. Roadway Worker: Any personnel compensated by a railroad, whose duties include inspection, construction, maintenance, or repair of railroad track, bridges, roadway, signal and communication systems, electric traction systems, roadway facilities or roadway maintenance machinery, including flagmen and watchmen as defined in this section.
- E. Roadway Worker Protection (RWP) Training: Training provided by the ORR, which is a prerequisite for all personnel performing Work

within the right-of-way or the OTS Envelope, or with the potential to affect the Operating System or foul the tracks.

- F. Flagman: An employee designated by the railroad to direct or restrict the movement of trains through the working limits.
- G. Watchman: An employee who has been trained and qualified to provide warning to roadway workers of approaching trains or on-track equipment such roadway workers may be in the designated place of safety 15 seconds in advance of the arrival of the train or on-track equipment.
- H. Work Group: A group of roadway workers engaged in a common task.
- I. Place of Safety: A location outside of the foul of the track, specified during the job briefing, where all roadway workers shall assemble when warned to clear for an approaching train or piece of on-track equipment.
- J. Roadway Worker Protection (RWP): Various types of protection provided by the ORR in order to protect trains and the Operating System from being impacted by the Work; and to protect Roadway Workers from trains. Types of protection include, but not limited to: Form B, Form C: Track out-of-service, TAW, and Track and Time.
- K. Train Approaching Warning (TAW): A type of RWP protection, provided by an OFL Watchman or Flagman who acts as a dedicated lookout for trains approaching the work zone and who then warns the personnel that are working under TAW, through a combination of visual and auditory warning mechanisms, that a train is approaching and that all work must cease, and that the personnel must retreat to the Place of Safety until the Watchman/Flagman has determined that it is safe to resume work. During TAW, the movement of trains or on track equipment is not restricted.
- L. Form B: A type of RWP protection, provided by a Watchman, or Flagman in combination with a Watchman, in which not train may enter the work zone without permission from the Watchman providing Form B. The Watchman/Flagman shall warn the personnel performing the Work using a combination of visual and auditory warning mechanisms, that a train is approaching and that all work must cease, and that the personnel and equipment must retreat to the Place of Safety until the Watchman/Flagman has determined that is safe to resume work.



- M. Single Tracking: A Type of RWP protection where at least one (1) track remains in service, while one (1) or more of the remaining tracks are restricted from revenue train movements.
- N. Rail Service Outage: A type of work window and RWP protection where all tracks are out of service. Work which requires fouling all tracks or with the potential drop material such that it would foul all tracks may only be performed under Rail Service Outage.
- O. Track and Time: A type of RWP protection issued by the Dispatcher to a Flagman which grants exclusive track occupancy between two control points for a designated time period, during which no revenue trains may enter the Track and Time limits.
- P. Personal Protective Equipment (PPE): Equipment worn by each roadway worker. Shall include at a minimum: a hardhat, safety glasses, an orange colored vest with horizontal and vertical reflective strips and appropriate work boots with a safety reinforced toe, ½" minimum defined heel and 6" lace-up closure.

#### **1.4 SUBMITTALS**

- A. Submit a complete list of all personnel that have received RWP or Machine Operator training. Submit an updated list to the Engineer at each construction progress meeting.

#### **1.5 ROADWAY WORKER PROTECTION TRAINING**

- A. Roadway Worker Protection (RWP) training is required annually by all Contractor personnel performing Work:
  - 1. Within Owner's right-of-way, as shown in the Contract Plans, or
  - 2. Within On-Track Safety Envelope, or
  - 3. Having the potential to foul the tracks if that piece of equipment were to fall over, or
  - 4. With potential to affect the Operating System or any operating system component.

- B. Machine Operator training is required annually by all Contractor personnel operating a piece of equipment heavier than 100 lbs., and performing Work:
  - 1. Within Owner's right-of-way, as shown in the Contract Plans, or
  - 2. Within On-Track Safety Envelope, or
  - 3. Having the potential to foul the tracks if that piece of equipment were to fall, or
  - 4. With potential to affect the Operating System or any operating system component.
- C. The Contractor shall be responsible for ensuring all personnel that require training, receive and pass the appropriate level of training in advance of performing any Work. RWP training is conducted by the ORR. Information including the ORR online scheduler for RWP training is available at: <http://www.caltrain.com/about/doingbusiness/safety.html>. All Contractor personnel shall register for training prior to arriving.
- D. The requirements of this Section shall apply to all visitors and any Contractor personnel, including those not directly involved in the Work, except for those individuals that perform no work other than making deliveries of materials.
- E. Personnel making deliveries who are not RWP qualified shall wear all required PPE and remain in or with their vehicle while on the job site.

## **1.6 ROADWAY WORKER PROTECTION (RWP)**

- A. The Owner and the ORR will determine the number of OFL and the designation (Watchmen versus Flagmen) required for each activity. The maximum protection distance covered by one watchman is 300 feet in either direction. Perform no work under TAW protection beyond this limit without additional watchmen
- B. If all work planned for a specific period will be outside of the on-track safety envelope, the limit of the on-track safety envelope shall be identified by a physical delineation. Orange cones, snow fence or approved alternative shall be placed no less than 15 feet horizontally from the field side (outside) of the field rail of any track on which trains or on-track equipment operate, or may potentially operate, for the length of the work zone, unless a physical barrier (as approved by the engineer) such as a permanent fence or structure is present.

## 1.7 TYPES OF RWP PROTECTION AND LIMITATIONS

- A. The Owner and ORR shall determine the type of RWP protection or combination of protections required for each portion of the Work as part of the SSWP.
- B. Any activity shall require RWP protection which in any part requires that Work be performed:
  - 1. Within Owner's right-of-way, as shown in the Contract Plans, or
  - 2. Within On-Track Safety Envelope, or
  - 3. Having the potential to foul the tracks if that piece of equipment were to fall over, or
  - 4. With potential to affect the Operating System or any operating system component.

- C. Portions of the Work that do not require the use of equipment heavier than 100 lbs. or have the potential to affect the track structure or signal system in a way that renders either inoperable, may be protected with **Train Approach Warning**. Portions of the Work that require equipment heavier than 100 lbs. shall not be performed under Train Approach Warning. For planning purposes it shall be assumed that no work may proceed for a minimum of three (3) minutes during the passage of each and every train.
- D. Portions of the Work that require equipment heavier than 100 lbs. with the ability to clear the foul within thirty seconds of being directed by the Watchman/Flagman that a train is approaching may be performed under **Form B** protection. For planning purposes it shall be assumed that no work may proceed under Form B protection for a minimum of five (5) minutes during the passage of each and every train.
- E. Elements of the Work that require equipment that is unable to clear the foul within thirty seconds of being directed by the Watchman/Flagman that a train is approaching, or that involves the disassembly or disruption of the track structure or signal system, or that involves the demolition or construction of material such that material may fall within the On-Track Safety Envelope of one track may require **Single Tracking**. If any of the above mentioned conditions affect all tracks through a portion of the work limits the activity may require a **Rail Service Outage**.
- F. When TAW protection is being employed: Only work with hand tools allowed. Hand tools are defined as tools that can be removed from the On-Track Safety.

Envelope if they break or cease to function under man power alone. Without additional protection, no heavy equipment may operate within the On-Track Safety Envelope, or within a distance equal to the height of the tallest piece of equipment but in no case closer than 15' from the nearest rail.

- G. When Form B protection is being employed: Heavy Equipment operation allowed within On-Track Safety Envelope, with operation stopping clear of the foul of the track for the passage of trains (at least five (5) minutes per train). No disruption to the track structure or the signal system is allowed. No Form C Track Out of Service allowed.
- H. When Single Tracking is being employed: Heavy Equipment operation allowed within On-Track Safety Envelope of the active tracks, with operation stopping clear of the foul of the active track for the passage of trains (at least five (5) minutes per train). Work with hand tools allowed to continue outside of the On-Track Safety envelope of the active track. Track structure and/or the signal system of the active track may be altered or removed from service as outlined in an approved SSWP.
- I. When Rail Service Outage is being employed on all tracks: disruption to the Operating System is permissible within the work limits.

## **1.8 CONSTRUCTION AND SAFETY PROCEDURES**

- A. All Contractor personnel engaged in the Work must have readily available, a copy of an up-to-date Caltrain On-Track Safety Plan. The regulations and instructions contained in these documents must be strictly adhered to in the performance of the Work. This manual must be made available to the Contractor's employees and to the Engineer for review at any time during working hours.
- B. Contractor's site personnel, including Subcontractors and visitors, may not enter or work on Owner's right-of-way without prior RWP training.
- C. Every work group shall be under the supervision of a watchman.
- D. Do not proceed with work subject to RWP until the required RWP personnel are in position and have authorized start of work. Comply with instructions and directions of RWP personnel.
  - 1. Upon warning by a flagman or watchman, cease work activities, and place materials, equipment and tools in an

idle position clear of the track structure. All personnel shall move to a place of safety, where they shall remain until receiving a signal from RWP personnel that work may resume.

## **PART 2 – PRODUCTS**

Not Used

## **PART 3 – EXECUTION**

Not Used

# Opportunity At-A-Glance for Peninsula Corridor Joint Powers Board

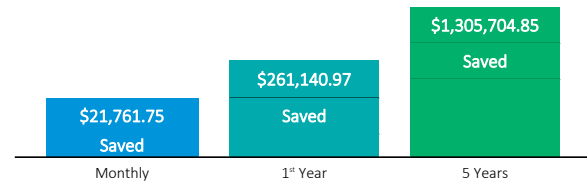
Installation Cost	\$750,296.19
Project Management Fee	Waived
<b>Rebate</b>	<b>-\$209,901.27</b>
<b>% of Project Covered by Rebate</b>	<b>28%</b>
<b>Net Project Cost</b>	<b>\$540,394.92</b>

# Project Summary Page for Peninsula Corridor Joint Powers Board



## Your Long-term Savings

Timeframe	Estimated Savings	kWh
Monthly	\$21,761.75	143,457.65
1 <sup>st</sup> Year	\$261,140.97	1,721,491.83
5 Years	\$1,305,704.85	8,607,459.15



## Your Energy Efficient Measures by Site

Site	Installation Cost	Rebate	Customer Cost	Payback (years)
22nd Street Station (San Francisco)	\$8,240.49	\$2,178.58	\$6,061.91	1.9
Atherton Station	\$4,832.03	\$1,307.74	\$3,524.29	1.8
Broadway Station (Burlingame)	\$5,110.77	\$1,456.32	\$3,654.45	5.9
Burlingame Station	\$16,991.70	\$5,336.72	\$11,654.98	2.6
Menlo Park Station	\$28,645.83	\$10,714.28	\$17,931.55	1.9
San Francisco Station	\$134,702.78	\$35,089.99	\$99,612.79	1.7
Sunnyvale Station	\$19,681.93	\$5,943.36	\$13,738.57	1.6
Belmont Station	\$33,830.41	\$13,344.02	\$20,486.39	2.7
College Park Station	\$1,322.03	\$284.38	\$1,037.65	2.5
Lawrence Station	\$77,036.94	\$18,295.02	\$58,741.92	2.8
Millbrae Station	\$2,567.96	\$810.82	\$1,757.14	17.5
San Antonio Station	\$13,815.76	\$4,074.26	\$9,741.50	2.5
San Bruno Station	\$72,668.47	\$20,603.48	\$52,064.99	2.9
Mountain View Station	\$32,416.66	\$9,210.24	\$23,206.42	2.1
Tamien Station (San Jose)	\$73,310.63	\$17,294.85	\$56,015.78	2.2
Gilroy Station	\$17,967.29	\$6,052.09	\$11,915.20	1.3
Diridon Station (San Jose)	\$135,150.72	\$34,039.03	\$101,111.69	2.0
Hayward Park Station	\$21,657.83	\$7,721.94	\$13,935.89	1.3
Redwood City Station	\$23,572.77	\$7,704.38	\$15,868.39	3.6
Bayshore Station (Brisbane)	\$26,773.19	\$8,439.77	\$18,333.42	1.6
TOTAL	\$750,296.19	\$209,901.27	\$540,394.92	

The project cost is based on current equipment prices and rebate levels and is valid for a period of 14 days from the date presented.

\*Note - Savings are estimated using standard engineering calculations and are based on the hours of operation as described to the surveyor. Depending on actual usage as well as changes in your electric utility rate, your savings may be higher or lower. The savings indicated above are NOT guaranteed. Construction costs may vary slightly depending on fixture quantities and unforeseen conditions.

\*\*Note - Based on DEER property type and measure savings values from the CPUC, this project is deemed to deliver 1,721,491.83 kWh and 22.70 kW. The rebate offered for the project is calculated based on the deemed savings values.





# Recommendations & Savings Checklist for Peninsula Corridor Joint Powers Board



Site	Existing Equipment						Recommended Upgrade: Lighting					
	Area	AHO	Qty	Description	Watts	kWh	Qty	Description	Watts	kWh	Cost without rebate	Estimated Savings
22nd Street Station (San Francisco)	Exterior Pole Lights	4,004	18	HPS 250w 1L	295	21,261.24		LED Area 50w 4000K Type 5 (175-250w HID) NBAL NebuLite	49	3,531.53	\$8,240.49	\$3,275.74
Atherton Station	Decorative Poles	4,004	6	HPS 250w 1L	295	7,087.08		LED Retrofit Custom 50w (175w-250w HID) 4000K Disruptive	54	1,297.30	\$2,380.15	\$1,069.72
	Canopy	4,004	3	HPS 150w 1L	188	2,258.26		LED Retrofit 30w (70w-175w HID) 4000K Encore	30	360.36	\$1,057.64	\$350.66
	Tall Pole West Platform	4,004	3	MH 250W 1L	295	3,543.54		LED Area 50w 4000K Type 5 (175-250w HID) NBAL NebuLite	49	588.59	\$1,394.24	\$531.89
Broadway Station (Burlingame)	Tall Exterior Poles	780	5	MH 250W 1L	295	1,150.50		LED Retrofit 45w (175w-250w HID) 4000K Encore	45	175.50	\$2,007.14	\$175.50
	Short Exterior Poles	3,120	3	MH 150w 1L	190	1,778.40		LED Retrofit 30w (70w-175w HID) 4000K Encore	30	280.80	\$1,133.24	\$269.57
	Small Lights on Tall Poles	780	5	HPS 250w 1L	295	1,150.50		LED Area 50w 4000K Type 3 (175-250w HID) NBAL NebuLite	49	191.10	\$1,970.39	\$172.69

Burlingame Station	Decorative Poles	1,095	27	HPS 250w 1L	295	8,721.20	LED Retrofit Custom 50w (175w-250w HID) 4000K Disruptive	54	1,596.42	\$10,440.10	\$1,282.46
	Canopy Lights	4,004	8	MH 250W 1L	295	9,449.44	LED Retrofit 30w (70w-175w HID) 4000K Encore	30	960.96	\$2,663.64	\$1,527.93
	Wall Packs	4,004	12	MH 175w 1L	215	10,330.32	LED Retrofit 30w (70w-175w HID) 4000K Encore	30	1,441.44	\$3,887.96	\$1,600.00
Menlo Park Station	Decorative Poles	1,825	43	HPS 250w 1L	295	23,148.86	LED Retrofit Custom 50w (175w-250w HID) 4000K Disruptive	54	4,237.42	\$15,416.22	\$3,025.83
	Shoebox Parking Lot Poles	2,919	16	MH 400w 1L	458	21,390.43	LED Retrofit 75w (250-400w HID) 4000K Encore	72	3,362.69	\$7,326.83	\$2,884.44
	Canopy Pedestrian Canopy	4,004	3	HPS 150w 1L	188	2,258.26	LED Canopy 20w 4000K 2211lm Aleo	19	228.23	\$828.98	\$324.80
	Canopy Bike Shelter	4,004	3	HPS 150w 1L	188	2,258.26	LED Canopy 20w 4000K 2211lm Aleo	19	228.23	\$828.98	\$324.80
	Tall Packs	4,004	24	HPS 150w 1L	188	18,066.05	LED Tall Pack 12w 5000K 1440lm ATG	12	1,153.15	\$4,244.82	\$2,706.06

San Francisco Station	Platform Pole Lights	4,004	38	MH 400w 1L	458	69,685.62	LED Retrofit 100w (400w HID) 4000K Encore	100	15,215.20	\$17,460.51	\$9,259.97
	Ceiling Mounted Platform Lights	4,004	204	T8-4'-32w-1st Gen-2lamp-El-IS-NLO	59	48,192.14	LED Vapor Tight 4ft 25w 4000K 3100lm ATG	25	20,420.40	\$42,303.41	\$4,721.20
	Perimeter Pole Lights	4,004	19	MH 250W 1L	295	22,442.42	LED Retrofit 60w (250w HID) 4000K Encore	52	3,955.95	\$7,232.44	\$3,142.70
	Cylinder Pendant Light	4,004	61	MH 250W 1L	295	72,051.98	LED Retrofit 45w (175w-250w HID) 4000K Encore	45	10,990.98	\$19,255.82	\$10,380.37
	Flood Lights	4,004	20	MH 400w 1L	458	36,676.64	LED Retrofit 75w (250-400w HID) 4000K Encore	72	5,765.76	\$9,157.29	\$5,254.85
	Wall Mounted Uplight on Main Concourse	4,004	22	MH 150w 1L	190	16,736.72	LED Retrofit 30w (70w-175w HID) 4000K Encore	30	2,642.64	\$6,898.08	\$2,443.91
	Ceiling Mounted Light in Main Concourse	4,004	36	MH 400w 1L	458	66,017.95	LED Retrofit 60w (250w HID) 4000K Encore	52	7,495.49	\$13,284.07	\$10,147.79
	HighBay Inside Station	4,004	52	MH 400w 1L	458	95,359.26	LED Retrofit 60w (250w HID) 4000K Encore	52	10,826.82	\$19,111.16	\$14,657.93
Sunnyvale Station	Light Poles Pathway Hendy Ave	4,004	2	MH 250W 1L	295	2,362.36	LED Retrofit 30w (70w-175w HID) 4000K Encore	30	240.24	\$720.46	\$381.98
	Platform Light Poles	4,004	14	HPS 250w 1L	295	16,536.52	LED Area 50w 5000K Type 3 (175-250w HID) NBAL NebuLite	50	2,802.80	\$5,361.43	\$2,472.07
	Ticket Vending Machine Lights	4,004	2	HPS 70W	95	760.76	LED Tall Pack 12w 5000K 1440lm ATG	12	96.10	\$337.99	\$119.64
	West Side Parking Lot Poles	4,004	9	MH 400w 1L	458	16,504.49	LED Retrofit 75w (250-400w HID) 4000K Encore	72	2,594.59	\$4,162.19	\$2,503.78
	Decorative Light Poles Kiss n Drop	4,004	17	MH 150w 1L	190	12,932.92	LED Retrofit 30w (70w-175w HID) 4000K Encore	30	2,042.04	\$5,621.09	\$1,960.36
	Uplights Dome Main Entrance Evelyn	4,004	11	MH 150w 1L	190	8,368.36	LED Retrofit 30w (70w-175w HID) 4000K Encore	30	1,321.32	\$3,478.77	\$1,268.47

Belmont Station	Parking Lot Poles	1,456	36	MH 400w 1L	458	24,006.53	LED Retrofit 75w (250-400w HID) 4000K Encore	72	3,773.95	\$15,931.96	\$3,439.54
	Spider Fixture Poles	1,456	25	MH 400w 1L	458	16,671.20	LED Retrofit 75w (250-400w HID) 4000K Encore	72	2,620.80	\$11,050.78	\$2,388.57
	Canopy Lights	4,004	12	MH 250W 1L	295	14,174.16	LED Retrofit 45w (175w-250w HID) 4000K Encore	45	2,162.16	\$4,057.49	\$1,434.12
	Elevator Car Lights	4,004	2	T8 2' 17w 2L NBF - Existing	33	264.26	LED Retrofit Strips 2ft 2pc 18w 4100K 2400L Linmore	17	136.14	\$409.03	\$15.30
	Staircase and Shelter Lights	4,004	8	MH 70w 1L	95	3,043.04	LED Retrofit Custom 25w (70w-150w HID) 4000K Disruptive	27	864.86	\$2,381.15	\$260.05
College Park Station	Shelter Lights	4,004	2	HPS 70W	95	760.76	LED Canopy 10w 4000K 1120lm Aleo	10	80.08	\$725.93	\$122.52
	Pole Mounted Flood Fixture	4,004	1	MH 400w 1L	458	1,833.83	LED Flood 50w (175w-250w HID) 4000K Knuckle ATG	50	200.20	\$596.10	\$294.05
Lawrence Station	Bell Shaped Lights	2,555	38	MH 400w 1L	458	44,464.78	LED Retrofit 75w (250-400w HID) 4000K Encore	72	6,990.10	\$16,466.81	\$6,745.44
	Parking Lot Lights	2,555	20	MH 400w 1L	458	23,402.52	LED Retrofit 75w (250-400w HID) 4000K Encore	72	3,679.00	\$9,155.42	\$3,550.23
	Bollards	4,004	15	MH 150w 1L	190	11,411.40	LED Retrofit Custom 25w (70w-150w HID) 4000K Disruptive	27	1,621.62	\$4,367.78	\$1,762.16
	Shelter Lights	4,004	18	MH 150w 1L	190	13,693.68	LED Retrofit 30w (70w-175w HID) 4000K Encore	30	2,162.16	\$5,208.02	\$2,075.67
	Shelter Lights	4,004	40	T8-4'-32w-1st Gen-2lamp-El-IS -NLO	59	9,449.44	LED Strip 4ft 23w 4000K DECO	23	3,683.68	\$7,766.92	\$1,037.84
	Tunnel Lights	4,004	80	T8-4'-32w-1st Gen-2lamp-El-IS -NLO	59	18,898.88	LED Strip 4ft 23w 4000K DECO	23	7,367.36	\$15,388.84	\$2,075.67
	Wall Mounted Stairwell/Ramp Lights	4,004	92	HPS 50W 1L - Existing	66	24,312.29	LED Canopy 10w 4000K 1120lm Aleo	10	3,683.68	\$18,683.15	\$3,713.15

Millbrae Station	Parking Lot	261	3	MH 400w 1L	458	358.20	LED Retrofit 75w (250-400w HID) 4000K Encore	72	56.31	\$1,672.09	\$54.34
	Historic Rail Car Pole Lights	521	2	MH 250W 1L	295	307.63	LED Flood 50w (175w-250w HID) 4000K Knuckle ATG	50	52.14	\$895.87	\$45.99
San Antonio Station	Shoebox Lights Big	4,004	4	MH 400w 1L	458	7,335.33	LED Retrofit 75w (250-400w HID) 4000K Encore	72	1,153.15	\$1,906.96	\$1,112.79
	Platform Lights	1,456	14	MH 250W 1L	295	6,013.28	LED Area 50w 4000K Type 3 (175-250w HID) NBAL NebuLite	49	998.82	\$5,355.80	\$902.60
	Shoebox Lights Small	1,460	4	MH 250W 1L	295	1,722.71	LED Area 50w 4000K Type 3 (175-250w HID) NBAL NebuLite	49	286.14	\$1,511.82	\$258.58
	Decorative Pole	4,004	5	HPS 250w 1L	295	5,905.90	LED Retrofit Custom 50w (175w-250w HID) 4000K Disruptive	54	1,081.08	\$2,069.29	\$868.47
	Wall Pack	4,004	4	MH 175w 1L	215	3,443.44	LED Wall Pack 28w 4000K Full Throw ATG	29	464.46	\$960.84	\$536.22
	Shelter Lights	4,004	10	T8-4'-32w-1st Gen-2lamp-El-IS -NLO	59	2,362.36	LED Strip 4ft 23w 4000K DECO	23	920.92	\$2,011.05	\$259.46

San Bruno Station	Parking Lot Poles	2,555	27	HPS 400w	465	32,076.27	LED Retrofit 75w (250-400w HID) 4000K Encore	72	4,966.65	\$12,291.34	\$4,066.44
	Platform Poles	2,555	80	HPS 250w 1L	295	60,294.70	LED Retrofit 45w (175w-250w HID) 4000K Encore	45	9,197.50	\$27,895.20	\$7,664.58
	Wall Sconces	2,555	82	HPS 50W 1L - Existing	66	13,826.90	LED Canopy 10w 4000K 1120lm Aleo	10	2,094.99	\$16,650.45	\$1,759.79
	Shelter Lights	4,004	32	T8-4'-32w-1st Gen-2lamp-El-IS -NLO	59	7,559.55	LED Strip 4ft 23w 4000K DECO	23	2,946.94	\$6,236.36	\$691.89
	Underpass Lights	4,004	18	T8-4'-32w-1st Gen-2lamp-El-IS -NLO	59	4,252.25	LED Strip 4ft 23w 4000K DECO	23	1,657.66	\$3,571.39	\$389.19
	Walkway Lights	4,004	18	HPS 250w 1L	295	21,261.24	LED Retrofit 30w (70w-175w HID) 4000K Encore	30	2,162.16	\$5,200.84	\$2,864.86
	Elevator Lights	8,736	4	T8 3' 25w 4L NBF Existing	89	3,110.02	LED Retrofit Strips 4ft 2pc 22w 4100K 3100L Linmore	22	768.77	\$822.89	\$361.72
Mountain View Station	Platform Poles Lights	4,004	24	MH 250W 1L	295	28,348.32	LED Retrofit 45w (175w-250w HID) 4000K Encore	45	4,324.32	\$8,951.31	\$4,324.32
	Decorative Poles	2,919	48	MH 250W 1L	295	41,333.04	LED Retrofit Custom 50w (175w-250w HID) 4000K Disruptive	54	7,566.05	\$17,029.47	\$6,078.06
	Shelter Lights	4,004	32	T8-4'-32w-1st Gen-2lamp-El-IS -NLO	59	7,559.55	LED Strip 4ft 23w 4000K DECO	23	2,946.94	\$6,435.88	\$830.27

Tamien Station (San Jose)	Platform Lights	4,004	20	HPS 250w 1L	295	23,623.60	LED Retrofit 45w (175w-250w HID) 4000K Encore	45	3,603.60	\$7,111.27	\$3,603.60
	Canopy Lights	4,004	5	MH 400w 1L	458	9,169.16	LED Canopy 90w (250-400w HID) 4000K ATG	90	1,801.80	\$2,439.51	\$1,326.13
	Canopy Lights	4,004	33	HPS 400w	465	61,441.38	LED Canopy 60w (175-250w HID) 4000K ATG	60	7,927.92	\$10,181.53	\$9,632.42
	Concourse Lights	4,004	72	T8 8' 59W 2L NBF	109	31,423.39	LED Strip 8ft 46w 4000K DECO	46	13,261.25	\$19,312.80	\$3,269.19
	Canopy Lights	4,004	72	T8 8' 59W 2L NBF	109	31,423.39	LED Strip 8ft 46w 4000K DECO	46	13,261.25	\$19,312.80	\$3,269.19
	Elevator Lights	4,004	4	T8-4'-32w-1st Gen-1lamp-El-IS -NLO	31	496.50	LED T8 Type C 4' 15w 1Lamp 4000K Espen	15	240.24	\$528.11	\$48.43
	Platform Canopy Florescent Fixtures	4,004	78	T8-4'-32w-1st Gen-4lamp-El-IS -NLO	112	34,978.94	LED Retrofit Strips 4ft 2pc 36w 4100K 4500L Linmore	37	11,555.54	\$14,424.61	\$4,216.21
Gilroy Station	Platform Lights	4,004	20	HPS 150w 1L	188	15,055.04	LED Retrofit 30w (70w-175w HID) 4000K Encore	30	2,402.40	\$6,506.24	\$2,277.48
	Yard Lights	4,004	23	HPS 400w	465	42,822.78	LED Retrofit 75w (250-400w HID) 4000K Encore	72	6,630.62	\$10,738.66	\$6,514.59
	Trailer Lights	4,004	3	HPS 35W	46	552.55	LED Tall Pack 12w 5000K 1440lm ATG	12	144.14	\$722.39	\$73.51



Diridon Station (San Jose)	Decorative Poles	4,004	38	MV 175w	205	31,191.16	LED Retrofit Custom 50w (175w-250w HID) 4000K Disruptive	54	8,216.21	\$14,305.34	\$4,135.49
	Platform Area Lights	4,004	56	MH 400w 1L	458	102,694.59	LED Retrofit 75w (250-400w HID) 4000K Encore	72	16,144.13	\$24,773.05	\$15,579.08
	Platform Area Lights	4,004	6	MH 400w 1L	458	11,002.99	LED Area 80w 4000K Type 5 (400w HID) NBAL NebuLite	80	1,921.92	\$3,242.37	\$1,634.59
	South Station Wall Lights	4,004	3	HPS 70W	95	1,141.14	LED Tall Pack 12w 5000K 1440lm ATG	12	144.14	\$533.34	\$179.46
	Breezeway Lights	4,004	20	MH 175w 1L	215	17,217.20	LED Canopy 40w (70-150w HID) 4000K ATG	40	3,203.20	\$5,281.75	\$2,522.52
	Tunnel Lights	4,004	20	MH 175w 1L	215	17,217.20	LED Canopy 40w (70-150w HID) 4000K ATG	40	3,203.20	\$5,281.75	\$2,522.52
	Parking Lot Lights	4,004	106	MV 175w	205	87,006.92	LED Retrofit 45w (175w-250w HID) 4000K Encore	45	19,099.08	\$36,127.16	\$12,223.41
	Platform Fluorescent Lights	4,004	264	T8-4'-32w-1st Gen-2lamp-El-IS -NLO	59	62,366.30	LED Retrofit Strips 4ft 1pc 22w 4100K 3100L Linmore	23	24,312.29	\$31,225.32	\$6,849.72
	Platform Projection Tube Lights	4,004	78	T8-4'-32w-1st Gen-4lamp-El-IS -NLO	112	34,978.94	LED Retrofit Strips 4ft 2pc 36w 4100K 4500L Linmore	37	11,555.54	\$14,380.64	\$4,216.21
Hayward Park Station	Exterior Parking	4,004	43	HPS 400w	465	80,059.98	LED Retrofit 100w (400w HID) 4000K Encore	100	17,217.20	\$21,657.83	\$10,683.27

Redwood City Station	Decorative Poles	1,095	40	HPS 250w 1L	295	12,920.29	LED Retrofit Custom 50w (175w-250w HID) 4000K Disruptive	54	2,365.07	\$15,361.30	\$1,899.94
	Shoebox Parking Lights	1,825	13	MH 400w 1L	458	10,865.45	LED Retrofit 75w (250-400w HID) 4000K Encore	72	1,708.11	\$5,977.24	\$1,648.32
	Wood Shelter	4,368	4	T8-4'-32w-1st Gen-1lamp-El-IS -NLO	31	541.63	LED Retrofit Strips 4ft 1pc 15w 4100K 2100L Linmore	15	262.08	\$640.05	\$50.32
	Wood Shelter	4,368	1	T8-4'-32w-1st Gen-2lamp-El-IS -NLO	59	257.71	LED Retrofit Strips 4ft 1pc 22w 4100K 3100L Linmore	23	100.46	\$257.46	\$28.30
	Passenger and TVM Shelters	4,368	6	HPS 150w 1L	188	4,927.10	LED Canopy 10w 4000K 1120lm Aleo	10	262.08	\$1,336.72	\$839.70
Bayshore Station (Brisbane)	Decorative Light Poles	4,004	62	HPS 250w 1L	295	73,233.16	LED Retrofit 45w (175w-250w HID) 4000K Encore	45	11,171.16	\$22,026.92	\$10,550.54
	Pedestrian Bridge	4,004	8	T8-4'-32w-1st Gen-2lamp-El-IS -NLO	59	1,889.89	LED Retrofit Strips 4ft 2pc 22w 4100K 3100L Linmore	22	704.70	\$1,926.28	\$201.48
	Parking Lot	4,004	5	HPS 250w 1L	295	5,905.90	LED Retrofit 45w (175w-250w HID) 4000K Encore	45	900.90	\$2,170.36	\$850.85
	Exterior Mechanical Room	4,004	1	HPS 100w 1L	138	552.55	LED Retrofit 30w (70w-175w HID) 4000K Encore	30	120.12	\$649.63	\$73.51

# Materials List for Peninsula Corridor Joint Powers Board

Site	Equipment	Qty	Equipment Cost*	Labor Hrs/Cost*
22nd Street Station (San Francisco)	Custom Component 1	18	\$27.00	0.00/\$0.00
	LED Area 50w 4000K Type 5 (175-250w HID) NBAL NebuLite	18	\$160.90	1.00/\$140.00
	Recycle: Ballast from HID	18	\$0.00	0.00/\$0.00
	Recycle: HID Lamps	18	\$2.50	0.00/\$0.00
Atherton Station	LED Area 50w 4000K Type 5 (175-250w HID) NBAL NebuLite	3	\$160.90	1.00/\$140.00
	LED Retrofit 30w (70w-175w HID) 4000K Encore	3	\$159.43	0.75/\$105.00
	LED Retrofit Custom 50w (175w-250w HID) 4000K Disruptive	6	\$209.80	0.75/\$105.00
	Recycle: Ballast from HID	12	\$0.00	0.00/\$0.00
	Recycle: HID Lamps	12	\$2.50	0.00/\$0.00
Broadway Station (Burlingame)	LED Area 50w 4000K Type 3 (175-250w HID) NBAL NebuLite	5	\$160.90	1.00/\$140.00
	LED Retrofit 30w (70w-175w HID) 4000K Encore	3	\$159.43	0.75/\$105.00
	LED Retrofit 45w (175w-250w HID) 4000K Encore	5	\$178.60	0.75/\$105.00
	Recycle: Ballast from HID	13	\$0.00	0.00/\$0.00
	Recycle: HID Lamps	13	\$2.50	0.00/\$0.00
Burlingame Station	LED Retrofit 30w (70w-175w HID) 4000K Encore	20	\$159.43	0.75/\$105.00
	LED Retrofit Custom 50w (175w-250w HID) 4000K Disruptive	27	\$209.80	0.75/\$105.00
	Recycle: Ballast from HID	47	\$0.00	0.00/\$0.00
	Recycle: HID Lamps	47	\$2.50	0.00/\$0.00

Menlo Park Station	LED Canopy 20w 4000K 2211lm Aleo	6	\$92.53	0.75/\$105.00
	LED Retrofit 75w (250-400w HID) 4000K Encore	16	\$262.68	0.75/\$105.00
	LED Retrofit Custom 50w (175w-250w HID) 4000K Disruptive	43	\$186.5441860465116	0.75/\$105.00
	LED Tall Pack 12w 5000K 1440lm ATG	24	\$102.7166666666667	0.33/\$46.20
	Recycle: Ballast from HID	89	\$0.00	0.00/\$0.00
	Recycle: HID Lamps	89	\$2.50	0.00/\$0.00
San Francisco Station	LED Retrofit 100w (400w HID) 4000K Encore	38	\$278.60	0.75/\$105.00
	LED Retrofit 30w (70w-175w HID) 4000K Encore	22	\$159.43	0.75/\$105.00
	LED Retrofit 45w (175w-250w HID) 4000K Encore	61	\$178.60	0.75/\$105.00
	LED Retrofit 60w (250w HID) 4000K Encore	107	\$203.68	0.75/\$105.00
	LED Retrofit 75w (250-400w HID) 4000K Encore	20	\$262.68	0.75/\$105.00
	LED Vapor Tight 4ft 25w 4000K 3100lm ATG	204	\$82.60	0.75/\$105.00
	Recycle: Ballast from HID	248	\$0.00	0.00/\$0.00
	Recycle: Fluorescent Lamps 4' or Shorter	408	\$0.70	0.00/\$0.00
	Recycle: HID Lamps	248	\$2.50	0.00/\$0.00
	Recycle: Non-PCB Ballast from 4' or Shorter	204	\$0.00	0.00/\$0.00
Sunnyvale Station	LED Area 50w 5000K Type 3 (175-250w HID) NBAL NebuLite	14	\$160.90	1.00/\$140.00
	LED Retrofit 30w (70w-175w HID) 4000K Encore	30	\$159.43	0.75/\$105.00
	LED Retrofit 75w (250-400w HID) 4000K Encore	9	\$262.68	0.75/\$105.00
	LED Tall Pack 12w 5000K 1440lm ATG	2	\$61.05	0.33/\$46.20
	Recycle: Ballast from HID	55	\$0.00	0.00/\$0.00
	Recycle: HID Lamps	55	\$2.50	0.00/\$0.00
Belmont Station	LED Retrofit 45w (175w-250w HID) 4000K Encore	12	\$178.60	0.75/\$105.00
	LED Retrofit 75w (250-400w HID) 4000K Encore	61	\$262.68	0.75/\$105.00
	LED Retrofit Custom 25w (70w-150w HID) 4000K Disruptive	8	\$159.65	0.75/\$105.00
	LED Retrofit Strips 2ft 2pc 18w 4100K 2400L Linmore	2	\$83.50	0.33/\$46.20
	Recycle: Ballast from HID	81	\$0.00	0.00/\$0.00
	Recycle: Fluorescent Lamps 4' or Shorter	8	\$0.70	0.00/\$0.00
	Recycle: HID Lamps	81	\$2.50	0.00/\$0.00

College Park Station	LED Canopy 10w 4000K 1120lm Aleo	2	\$86.24	0.75/\$105.00
	LED Flood 50w (175w-250w HID) 4000K Knuckle ATG	1	\$112.63	0.75/\$105.00
	Recycle: Ballast from HID	3	\$0.00	0.00/\$0.00
	Recycle: HID Lamps	3	\$2.50	0.00/\$0.00
Lawrence Station	LED Canopy 10w 4000K 1120lm Aleo	92	\$86.24	0.75/\$105.00
	LED Retrofit 30w (70w-175w HID) 4000K Encore	18	\$159.43	0.75/\$105.00
	LED Retrofit 75w (250-400w HID) 4000K Encore	58	\$262.68	0.75/\$105.00
	LED Retrofit Custom 25w (70w-150w HID) 4000K Disruptive	15	\$159.65	0.75/\$105.00
	LED Strip 4ft 23w 4000K DECO	120	\$77.20	0.75/\$105.00
	Recycle: Ballast from HID	183	\$0.00	0.00/\$0.00
	Recycle: Fluorescent Lamps 4' or Shorter	240	\$0.70	0.00/\$0.00
	Recycle: HID Lamps	183	\$2.50	0.00/\$0.00
	Recycle: Non-PCB Ballast from 4' or Shorter	120	\$0.00	0.00/\$0.00
Millbrae Station	LED Flood 50w (175w-250w HID) 4000K Knuckle ATG	2	\$112.63	0.75/\$105.00
	LED Retrofit 75w (250-400w HID) 4000K Encore	3	\$262.68	0.75/\$105.00
	Recycle: Ballast from HID	5	\$0.00	0.00/\$0.00
	Recycle: HID Lamps	5	\$2.50	0.00/\$0.00
San Antonio Station	LED Area 50w 4000K Type 3 (175-250w HID) NBAL NebuLite	18	\$160.90	1.00/\$140.00
	LED Retrofit 75w (250-400w HID) 4000K Encore	4	\$262.68	0.75/\$105.00
	LED Retrofit Custom 50w (175w-250w HID) 4000K Disruptive	5	\$209.80	0.75/\$105.00
	LED Strip 4ft 23w 4000K DECO	10	\$77.20	0.75/\$105.00
	LED Wall Pack 28w 4000K Full Throw ATG	4	\$97.32	0.75/\$105.00
	Recycle: Ballast from HID	31	\$0.00	0.00/\$0.00
	Recycle: Fluorescent Lamps 4' or Shorter	20	\$0.70	0.00/\$0.00
	Recycle: HID Lamps	31	\$2.50	0.00/\$0.00
	Recycle: Non-PCB Ballast from 4' or Shorter	10	\$0.00	0.00/\$0.00

San Bruno Station	LED Canopy 10w 4000K 1120lm Aleo	82	\$86.24	0.75/\$105.00
	LED Retrofit 30w (70w-175w HID) 4000K Encore	18	\$159.43	0.75/\$105.00
	LED Retrofit 45w (175w-250w HID) 4000K Encore	80	\$178.60	0.75/\$105.00
	LED Retrofit 75w (250-400w HID) 4000K Encore	27	\$262.68	0.75/\$105.00
	LED Retrofit Strips 4ft 2pc 22w 4100K 3100L Linmore	4	\$110.78	0.33/\$46.20
	LED Strip 4ft 23w 4000K DECO	50	\$77.20	0.75/\$105.00
	Recycle: Ballast from HID	207	\$0.00	0.00/\$0.00
	Recycle: Fluorescent Lamps 4' or Shorter	116	\$0.70	0.00/\$0.00
	Recycle: HID Lamps	207	\$2.50	0.00/\$0.00
	Recycle: Non-PCB Ballast from 4' or Shorter	54	\$0.00	0.00/\$0.00
Mountain View Station	LED Retrofit 45w (175w-250w HID) 4000K Encore	24	\$178.60	0.75/\$105.00
	LED Retrofit Custom 50w (175w-250w HID) 4000K Disruptive	48	\$209.80	0.75/\$105.00
	LED Strip 4ft 23w 4000K DECO	32	\$77.20	0.75/\$105.00
	Recycle: Ballast from HID	72	\$0.00	0.00/\$0.00
	Recycle: Fluorescent Lamps 4' or Shorter	64	\$0.70	0.00/\$0.00
	Recycle: HID Lamps	72	\$2.50	0.00/\$0.00
	Recycle: Non-PCB Ballast from 4' or Shorter	32	\$0.00	0.00/\$0.00
Tamien Station (San Jose)	Driver LED T8 1L-2L Espen	4	\$15.63	0.33/\$46.20
	LED Canopy 60w (175-250w HID) 4000K ATG	33	\$167.95	0.75/\$105.00
	LED Canopy 90w (250-400w HID) 4000K ATG	5	\$187.99	0.75/\$105.00
	LED Retrofit 45w (175w-250w HID) 4000K Encore	20	\$178.60	0.75/\$105.00
	LED Retrofit Strips 4ft 2pc 36w 4100K 4500L Linmore	78	\$122.10	0.33/\$46.20
	LED Strip 8ft 46w 4000K DECO	144	\$135.30	0.75/\$105.00
	LED T8 4' 15w 4000K Espen	4	\$10.61	0.05/\$7.00
	Recycle: Ballast from HID	58	\$0.00	0.00/\$0.00
	Recycle: Fluorescent Lamps 4' or Shorter	316	\$0.70	0.00/\$0.00
	Recycle: Fluorescent Lamps 5' or Longer	144	\$1.12	0.00/\$0.00
	Recycle: HID Lamps	58	\$2.50	0.00/\$0.00
	Recycle: Non-PCB Ballast from 4' or Shorter	160	\$0.00	0.00/\$0.00

Gilroy Station	LED Retrofit 30w (70w-175w HID) 4000K Encore	20	\$159.43	0.75/\$105.00
	LED Retrofit 75w (250-400w HID) 4000K Encore	23	\$262.68	0.75/\$105.00
	LED Tall Pack 12w 5000K 1440lm ATG	3	\$61.05	0.33/\$46.20
	Recycle: Ballast from HID	46	\$0.00	0.00/\$0.00
	Recycle: HID Lamps	46	\$2.50	0.00/\$0.00
Diridon Station (San Jose)	LED Area 80w 4000K Type 5 (400w HID) NBAL NebuLite	6	\$271.53	1.00/\$140.00
	LED Canopy 40w (70-150w HID) 4000K ATG	40	\$113.22	0.75/\$105.00
	LED Retrofit 45w (175w-250w HID) 4000K Encore	106	\$178.60	0.75/\$105.00
	LED Retrofit 75w (250-400w HID) 4000K Encore	56	\$262.68	0.75/\$105.00
	LED Retrofit Custom 50w (175w-250w HID) 4000K Disruptive	38	\$209.80	0.75/\$105.00
	LED Retrofit Strips 4ft 1pc 22w 4100K 3100L Linmore	264	\$64.16	0.33/\$46.20
	LED Retrofit Strips 4ft 2pc 36w 4100K 4500L Linmore	78	\$122.10	0.33/\$46.20
	LED Tall Pack 12w 5000K 1440lm ATG	3	\$61.05	0.33/\$46.20
	Recycle: Ballast from HID	249	\$0.00	0.00/\$0.00
	Recycle: Fluorescent Lamps 4' or Shorter	840	\$0.70	0.00/\$0.00
	Recycle: HID Lamps	249	\$2.50	0.00/\$0.00
	Recycle: Non-PCB Ballast from 4' or Shorter	420	\$0.00	0.00/\$0.00
Hayward Park Station	LED Retrofit 100w (400w HID) 4000K Encore	43	\$271.52	0.75/\$105.00
	Recycle: Ballast from HID	43	\$0.00	0.00/\$0.00
	Recycle: HID Lamps	43	\$2.50	0.00/\$0.00
Redwood City Station	LED Canopy 10w 4000K 1120lm Aleo	6	\$86.24	0.75/\$105.00
	LED Retrofit 75w (250-400w HID) 4000K Encore	13	\$262.68	0.75/\$105.00
	LED Retrofit Custom 50w (175w-250w HID) 4000K Disruptive	40	\$209.80	0.75/\$105.00
	LED Retrofit Strips 4ft 1pc 15w 4100K 2100L Linmore	4	\$64.16	0.33/\$46.20
	LED Retrofit Strips 4ft 1pc 22w 4100K 3100L Linmore	1	\$64.16	0.33/\$46.20
	Recycle: Ballast from HID	59	\$0.00	0.00/\$0.00
	Recycle: Fluorescent Lamps 4' or Shorter	6	\$0.70	0.00/\$0.00
	Recycle: HID Lamps	59	\$2.50	0.00/\$0.00
	Recycle: Non-PCB Ballast from 4' or Shorter	5	\$0.00	0.00/\$0.00

Bayshore Station (Brisbane)	LED Retrofit 30w (70w-175w HID) 4000K Encore	1	\$159.43	0.75/\$112.50
	LED Retrofit 45w (175w-250w HID) 4000K Encore	67	\$171.10	0.75/\$112.50
	LED Retrofit Strips 4ft 2pc 22w 4100K 3100L Linmore	8	\$110.78	0.33/\$49.50
	Recycle: Ballast from HID	68	\$0.00	0.00/\$0.00
	Recycle: Fluorescent Lamps 4' or Shorter	16	\$0.70	0.00/\$0.00
	Recycle: HID Lamps	68	\$2.50	0.00/\$0.00
	Recycle: Non-PCB Ballast from 4' or Shorter	8	\$0.00	0.00/\$0.00



# Customer Work Order Agreement



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By signing this Customer Work Order Agreement (“Agreement”), Customer (the business entity listed above) agrees to the following:

## **Measures and Incentives:**

I have reviewed the Energy Efficiency Proposal (“Proposal”) provided by Ecology Action (“Implementer”), a copy of which is attached to this Agreement. I agree that to the best of my knowledge the schedule of operations contained in the Proposal accurately describes the hours of operation at the facility listed above. I understand that the energy efficiency measures described in the Proposal represent an estimate of expected energy savings, and that Implementer does not guarantee a specific level of cost savings from the implementation of the proposed energy efficiency measures (collectively, the “Project”).

Implementer is implementing the Project on the Customer’s behalf. Incentives for energy savings are calculated using the appropriate baseline to exceed California Title 20 and Title 24 standards. New products ordered, purchased or installed prior to 1/1/19 or after 12/15/19 do not qualify for an incentive. Resale products, products leased, rebuilt, rented, received from warranty of insurance claims, exchanged, won as a prize or new parts installed in existing products do not qualify for Incentives. PG&E is not responsible for the economic and technical feasibility, operational capability, and reliability of the Project.

## **Program Dates:**

To be eligible for incentives, all projects must be installed and completed before December 14, 2019. Funding of incentives is distributed on a first-come first-served basis. The programs are funded by California ratepayers under the auspices of the California Public Utilities Commission (“CPUC”). I have received information about other programs offering rebates or services for measures covered by the program.

## **Project Commitment and Installation Completion Process:**

I understand that I must have a signed Site Access Agreement on File to confirm Program Eligibility and a signed Customer Agreement to initiate installation. For each work order, I agree to have Ecology Action contact (a) participating contractor(s) (“Contractor”) who will perform a walk-through inspection, review the scope of the Projects outlined in the Report, and schedule the Project installation at a time that is mutually agreeable to all parties. I understand that the total installed costs for the components of the Project are described in the attached listing of individual work orders. Costs for correcting electrical code violations are not included in the costs quoted above and are not covered by the Program. Any electrical code violations found during the Contractors’ inspections or during installation will be cause for the Contractors to stop work on the affected item(s) until such violations are corrected. I understand that the contractor walk-through may result in a Change Order due to specification or electrical code violations and that I will be notified and approve of any cost adjustments before additional work is completed.

I will sign an agreement with each Contractor, which shall be solely between the Contractor and Customer, for the out-of-pocket portion of the Project costs. I understand that Hospitality will provide a rebate, detailed in the work order listing, to offset the cost of the Project installations, and the rebate will be paid directly to the Contractors. I understand that I am responsible for paying the balance of the agreed-to contract price after rebate payment and that payment is due to the Contractor upon completion of the individual work order. At the completion of the project, I agree to sign the Customer Acceptance/Project Completion Form presented by the contractor on Ecology Action’s behalf.

The value of Incentives and direct installations is taxable. Implementer will report incentives and direct installations greater than \$600 to the IRS unless you are exempt. Please consult your tax advisor concerning the taxability of incentives. The Customer, not the implementer, is responsible for any taxes imposed as a result of your receipt of Incentives from this Program. Form 1099 will be issued for the Customer, regardless of who the payee is, because the Customer receives the benefits of the Incentives.

# General Terms & Conditions



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- 1. Project Eligibility and Approval:** PG&E in its sole discretion will determine the eligibility and approval of the energy efficiency of Measures at the Customer's site (Project). Eligibility requirements include and are not limited to, 1) Project site must receive gas and/or electric service from PG&E; 2) Customer must be non-residential; 3) whether Measures to be installed satisfy incentive amounts; 4) inspections of the Project site before and after the installation of Measures; 5) and any additional information or requirements request by PG&E to implement and approve the Customers Project.
  - 2. Feasibility:** If applicable, PG&E's and/or its consultant's may review the design, construction, operation or maintenance of the Project, Measures, Project documentation to determine eligibility, incentives and approval. PG&E's review does not constitute any representation as to the economic or technical feasibility, operational capability, or reliability of the Project or its Measures. Implementer is solely responsible for the economic, technical feasibility, operational capability and reliability of the Project and its Measures.
  - 3. Savings:** Implementer is implementing the Project on Customer's behalf and is solely responsible for ensuring Project savings are calculated using the appropriate baseline, installed according to Customer's specifications and is delivering the estimated savings. Customer understands Incentives will be paid only for energy savings that exceed the California Title 20 and Title 24 standards, or industry standards in the absence of applicable local, state or federal standards.
  - 4. Funding:** Implementer is receiving funds from Pacific Gas and Electric (PG&E) for this Project, but the Parties agree that PG&E is not liable to either Party for any losses or damages, including incidental or consequential damages, arising from this Agreement. PG&E makes no representation or warranty, and assumes no liability with respect to quality, safety, performance, or other aspect of any design, system or appliance installed pursuant to this Agreement, and expressly disclaims any such representation, warranty or liability.
  - 5. Incidental and Consequential Damages:** BOTH PARTIES AGREE NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES.
  - 6. Life of Product:** Customer understands Incentive payments are based on related energy benefits over the life of the product. Customer agrees if 1) Customer does not provide PG&E with 100% of the related benefits for the life of the product or a period of 5 years, whichever is less, or 2) Customer ceases to be a distribution Customer of PG&E during said time period, Customer shall refund a prorated amount of Incentive payment(s) to PG&E based on the actual period of time for which Customer provided the related energy benefits as an electric Customer of PG&E.
  - 7. Customers with self-generation capabilities:** If Customer has existing onsite cogeneration or self-generation, Implementer shall not pay Incentives for energy savings that exceed Customer's annual energy usage from PG&E. KW, kWh and therm savings are limited to the previous 12 months quantity of kW, kWh, and/or therms purchased from or delivered by the utility on the meter(s), serving the equipment to be installed, for which the utility collects as directed by the CPUC. The previous 12 months are defined as the calendar year prior to the date the Customer signed this Agreement (including usage from Standby Service and less savings associated with pending energy efficiency applications). This policy is subject to change with 30 day written notice to Customer.
  - 8. Incentives:** Incentives, energy savings, and installation costs in the Agreement are ESTIMATES only and may vary upon verification and completion of the Project approval process.
  - 9. Incentive may not exceed Project cost:** Customer must submit Project invoice(s) which include: vendor name/address/phone, itemized listing of product(s) including quantity, product description(s), manufacturer, model #, and other identifying information as appropriate, Project cost, date invoice paid or payment terms, and installation date.
  - 10. If Tenant:** If Customer is a tenant, Customer represents they have obtained the property owner's permission to install the Measure(s) for which Customer is applying for an Incentive payment..
  - 11. Access and Verification Inspection:** PG&E requires Project inspections and performance measurements to verify the incentive. These inspections are not to determine any safety issues. Customer will allow, if requested, a representative from PG&E, CPUC, Implementer, or any authorized subcontractor reasonable access to Facility to verify the installed product.

12. **Compliance with Laws:** Implementer shall comply with all federal, state, and municipal laws, ordinances, rules, orders, and regulations, which apply to the implementation of this Project.
13. **Advertising:** Implementer and Customer agree not to use the names or identifying characteristics of the Customer's Facility, Customer's name or Implementers name for published Project reports (except to fulfill reporting requirements to PG&E and/or the CPUC), advertising, sales promotion or other publicity without written approval.
14. **No Double-Dipping:** Customer understands that Customer cannot receive Incentives for the same product, equipment or service from more than one California investor-owned utility or third party Energy Efficiency program offering Incentives for the same product, equipment, or service funded with CPUC. This prohibition applies three years prior to and three years after receiving Incentives for the same product, equipment or service.
15. **No Obligation:** California consumers are not obligated to purchase any full fee service or other service not funded by this Program. This Program is funded by California utility ratepayers under the auspices of the CPUC. Los consumidores en California no están obligados a comprar servicios completos o adicionales que no esten cubiertos bajo este programa. Este programa está financiado por los usuarios de servicios públicos en California bajo la jurisdicción de la Comisión de Servicios Públicos de California (CPUC).
16. **Availability of Funds:** This program is available on a first-come, first served basis until allocated funds are depleted. This Program may be modified or terminated without notice.
17. **CPUC Authority:** There terms and conditions can be modified at any time in accordance with any directive of the CPUC and regulation of PG&E. Any information, results and reports regarding this Agreement and Customer's Project shall be made available to the CPUC.

# Customer Approval



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I have read and understood the Terms and Conditions. I certify that the information I have provided is true and correct.  
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date set forth below.

**As shown on the Opportunity At-A-Glance page, customer Out of Pocket Cost is \$540,394.92.**

## PENINSULA CORRIDOR JOINT POWERS BOARD:

Signature: \_\_\_\_\_

Print: Jim Hartnett

Title: Executive Director

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

Dora Seamans

JPB Secretary

APPROVED AS TO FORM:

By: \_\_\_\_\_

Attorney for the Agency

## Ecology Action

Program Representative:  
877 Cedar Street, Suite 240  
Santa Cruz, CA 95060  
Phone:  
Mobile:  
Fax: (831) 427-1368  
Email:

\_\_\_\_\_  
Program Representative's Printed Name

\_\_\_\_\_  
Program Representative's Signature

\_\_\_\_\_  
Date



**FINDINGS & AWARD OF ENERGY SERVICE  
CONTRACT FOR ENERGY-EFFICIENT LIGHTING  
RETROFIT AT CALTRAIN STATIONS**

Board of Directors  
June 6, 2019  
Agenda Item #3 (a)

## Purpose of Section 4217.10

- Streamline procurement and delivery of energy conservation measures at public agencies
  - Allows agencies to forgo public bidding, while complying with state public works requirements
  - Allows a public agency to procure the design, materials, and installation of a project in a single contract
- More quickly realize annual cost savings
- Qualify for time-limited rebate opportunities
- Provide procurement flexibility to maximize savings and minimize costs

## Procedural Requirements

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- Board must make findings at a Public Hearing, noticed two weeks prior:
  - that the contract is in the best interest of the public agency
  - that the anticipated cost to the public agency for the thermal or electrical energy or conservation services will be less than the anticipated marginal cost to the public agency for the energy that would have been consumed in the absence of the contract
- Required for each energy service contract



## 2017 Caltrain Station LED Project

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In 2017 178 lights were upgraded from incandescent to LED (light emitting diode) at the San Carlos Caltrain Station for a cost of \$70,949.

Before



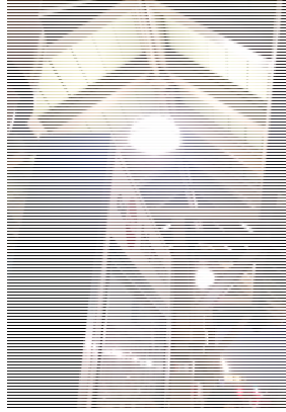
After



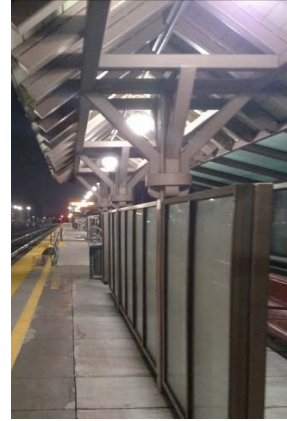
## 2017 Caltrain LED Project

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Before



After



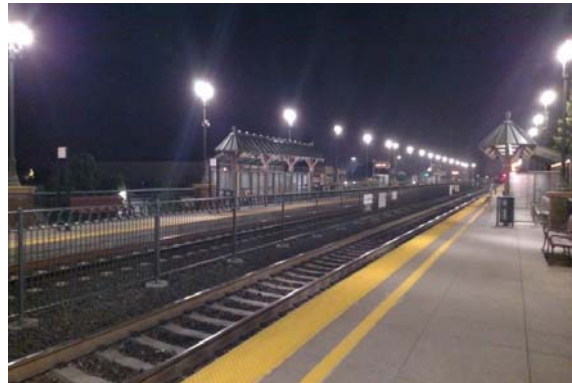
## 2017 Caltrain LED Project

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Before



After



## 2019 Caltrain System-wide Energy Efficient Lighting Upgrade

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- Upgrade 2,726 lights to energy efficient LED lights at 20 stations
- Project includes \$210k savings from rebates
  - Because rebates may not be available in 2020, 2019 construction is important.
- In the aggregate, this project will achieve ROI in slightly more than 3 years and will result in \$261k expected annual cost savings through lowered power consumption



## 2019 Caltrain System-wide Energy Efficient Lighting Upgrade

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- Contract with a total cost of \$540,395 for the project will be awarded to “A Bright Idea” (ABI)





## Thank you

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- Happy to help with any questions.



**Peninsula Corridor Joint Powers Board  
Board of Directors Meeting  
1250 San Carlos Avenue, San Carlos CA 94070**

**MINUTES OF MAY 2, 2019**

**MEMBERS PRESENT:** G. Gillett (Chair), J. Bruins, R. Collins, C. Chavez, D. Davis, D. Pine, C. Stone

**MEMBERS ABSENT:** C. Brinkman, S. Walton

**STAFF PRESENT:** J. Hartnett, C. Mau, J. Cassman, T. Bartholomew, M. Bouchard, J. Brook, A. Chan, D. Hansel, B. Fitzpatrick, C. Fromson, J. Funghi, C. Gumpal, D. Hansel, J. Lipps, L. Millard-Olmeda, S. Petty, C. Scarella, D. Seamans, S. van Hoften

**CALL TO ORDER/PLEDGE OF ALLEGIANCE**

Chair Gillian Gillett called the meeting to order at 10:07 a.m. Director Charles Stone led the Pledge of Allegiance.

**ROLL CALL**

District Secretary Dora Seamans called the roll and confirmed all present, with the exception of Directors Brinkman and Walton who were absent.

**PUBLIC COMMENT FOR ITEMS NOT ON THE AGENDA**

Vaughn Wolffe, Pleasanton, commented on Transit-Oriented Development funding.

Scott Yarbrough, San Francisco, expressed concern regarding the train configuration for bikes.

Jeff Carter, Millbrae, expressed frustration regarding his prior questions that have not yet been addressed by staff; he commended the Executive Administration staff on their hard work with public records management.

Roland Lebrun, San Jose, commented on High Speed Rail.

**CONSENT CALENDAR**

Motion/Second: Davis, Bruins

Ayes: Bruins, Chavez, Collins, Davis, Stone, Pine, Gillett

Absent: Brinkman, Walton

Noes: None

- a. Approved Meeting Minutes of April 4, 2019
- b. Accepted Statements of Revenues and Expenditures for March 2019
- c. Received Key Caltrain Performance Statistics – March 2019
- d. Received State and Federal Legislative Update
- e. Received Caltrain Business Plan Monthly Update

- f. Called for Public Hearing on Energy Service Contracts for Energy-Efficient Lighting Retrofit at Caltrain Stations
- g. Called for Public Hearing on Proposed Changes to the Codified Tariff
- h. Appointed the Citizens Advisory Committee Representative

### **REPORT OF THE CHAIR**

Chair Gillian Gillett, provided a report on the Joint JPB Citizens Advisory (CAC) and Bicycle Advisory Committee (BAC) meeting and provided a summary of comments from members of the public. Chair Gillett also provide a report on the Local Policy Making Group (LPMG) that met last Thursday. Director Jeannie Bruins also attended the Joint CAC and BAC meeting, thanked the public, and commended staff on the outstanding coordination of the meeting. The Board had brief comments regarding funding and the results of the sales tax.

#### Public Comment

Scott Yarborough, San Francisco, expressed appreciation on the Joint workshop and provided comments regarding the meeting.

Roland Lebrun, San Jose, commented on High Speed Trains, capacity and Bombardiers. He also provided comments regarding sales tax.

Jeff Carter, Millbrae, provided comments regarding the Joint CAC and BAC meeting and grade crossings.

### **REPORT OF THE CITIZENS ADVISORY COMMITTEE**

Brian Shaw, Chair of the Citizens Advisory Committee, reported on details on the recent CAC Committee meeting including a summary of the public comments that were addressed at the meeting. He also commended the Joint CAC and BAC meeting.

#### Public comment

Adina Levin, Friends of Caltrain, addressed the need for more seats within view of bikes to help prevent theft.

### **REPORT OF THE EXECUTIVE DIRECTOR**

Jim Hartnett, Executive Director, said his report is in the reading file. Mr. Hartnett also provided a report on the Transbay Joint Power Authority Board meeting; highlights of the report included information on the Salesforce Transit Center.

### **Peninsula Corridor Electrification Project (PCEP) Monthly Report for February 2019**

John Funghi, CalMod Chief Officer, provided a brief monthly report on the status of the electrification project; the report included electrification construction activities in March, the installation of foundations, the Overhead Contact System (OCS) poles, cantilever arms, insulators, and brackets. Mr. Fungi also noted that the PCEP is on schedule.

### **Monthly Report on Positive Train Control (PTC) System**

Michelle Bouchard, Chief Operating Officer, Rail, provided a report on PTC; highlights included Herzog Technology Incorporated (HTI), PTC go live experts have started the PTC go-live planning effort with Caltrain Operations, and the PTC project team will ensure a smooth transition of PTC to operations and maintenance. Ms. Bouchard also noted that these efforts included finalizing the RSD rollout strategy, resource planning for both Caltrain and TASI operations and maintenance, and coordination of Master Service Agreements negotiations with key suppliers required to support PTC long term service needs.

### **Caltrain Revenue Measure Poll Key Findings**

Seamus Murphy, Chief Communications Officer, introduced Sara LaBatt, EMC Research, the agency's on-call survey contractor. Ms. LaBatt reported on the Caltrain Revenue Measure Poll Key Findings; highlights of the report include poll findings that were conducted from March 25 to April 1, 2019, to track public opinion in San Francisco, San Mateo and Santa Clara Counties about the creation of a dedicated funding source for Caltrain. 1,416 likely voters were surveyed as a part of the poll. EMC recruited participants by using email addresses and telephone numbers obtained from the voter file. Participants were able to take the survey online or by telephone, in English, Spanish, Chinese, or Vietnamese.

The Board and staff had a robust discussion. Ms. LaBatt and staff provided further clarifications in response to Board comments and questions. The report can be found on the Caltrain website link provided here:

[http://www.caltrain.com/Assets/\\_Agendas+and+Minutes/JPB/2019/o2019-05-02+JPB+poll+revised+to+include+corridor.pdf](http://www.caltrain.com/Assets/_Agendas+and+Minutes/JPB/2019/o2019-05-02+JPB+poll+revised+to+include+corridor.pdf)

### Public Comment

Jason Baker, Campbell, commented on the Measure.

Vaughn Wolffe, Pleasanton, suggested faster trains and extending service.

Don Cecil, San Francisco, commented on the poll results and discussed the mega measure.

Roland Lebrun, San Jose, commented on the tax measure and revenue impacts on the three counties.

Karen Carracho, Housing Leadership Council, discussed the poll findings and housing affordability.

Jeff Carter, Millbrae, discussed funding and operating budgets, longer trains and improving ridership.

Adina Levin, Friends of Caltrain, commented on stable funding and discussed the polling results.

Mark Hershman, San Mateo, provided a comment on behalf of Senator Jerry Hill on the revenue polls and measure.

Rod Spikes, Youth Leadership Institute, commended the ballot measure.

Drew, San Mateo, commended the survey of the language and business plan.

### **CALTRAIN BUSINESS PLAN QUARTERLY UPDATE**

Sebastian Petty, Director of Policy Development, provided a quarterly report on the Caltrain Business Plan; highlights of the report included capital costing and operations and maintenance analysis, economic analysis and benefits calculations, organizational assessment and community interface documentation and peer case studies.

Casey Fromson, Director Government & Community Affairs provided a report on the outreach activities to date and engagement with local jurisdictions.

Mr. Petty and staff provided further clarifications in response to Board comments and questions. The presentation can be found on the Caltrain website link provided here: [http://www.caltrain.com/Assets/\\_Agendas+and+Minutes/JPB/2019/Caltrain+Business+Plan+++Quarterly+Update+++May+2019.pdf](http://www.caltrain.com/Assets/_Agendas+and+Minutes/JPB/2019/Caltrain+Business+Plan+++Quarterly+Update+++May+2019.pdf)

### Public Comment

Adina Levin, Friends of Caltrain, discussed the benefit of increasing transit ridership on the corridor and funding.

Roland Lebrun, San Jose, commented on high-speed trains, grade separation and freight.

Jeff Carter, Millbrae, commented on the grade separation, private sector funding and opined that cities should work together.

Doug DeLong, Mountain View, discussed the ridership.

Drew, San Mateo, discussed the future of the business plan and freight on the tracks.

Director Cindy Chavez left at 11:47 am.

### **AUTHORIZE AMENDMENT TO ON-CALL ELECTRIFICATION SUPPORT SERVICES CONTRACT FOR THE PENINSULA CORRIDOR ELECTRIFICATION PROJECT**

Mr. Funghi, CalMod Chief Office, recommended an amendment to contract with Gannett Fleming Transit and Rail Systems (Gannett Fleming) to increase the contract amount. Mr. Funghi also explained that the services will be performed under Work

Directives (WDs) issued on an on-call, as needed basis. Gannett Fleming primarily provides services for the PCEP project and related projects; as a result, Gannett Fleming's services are budgeted under the PCEP budget.

The WDs will be funded from contingency and will not impact the approved PCEP budget. The PCEP contingency fund balance remains above the minimum Federal Transit Administration's recommended levels.

Approved by Resolution 2019-13

Motion/Second: Bruins, Stone

Ayes: Bruins, Collins, Davis, Stone, Pine, Gillett

Absent: Brinkman, Chavez, Walton

Noes: None

### **PRESENTATION OF PRELIMINARY FISCAL YEAR 2019-2020 OPERATING AND CAPITAL BUDGETS**

Derek Hansel, Chief Financial Officer, provided a presentation of the preliminary operating and capital budget; highlights of the report included increasing baseline service costs, concerns about ridership, costs of PTC implementation, minimal additions to staffing and work with members on operating and capital funding. Mr. Hansel noted the next steps: continue working with members to finalize the operating and capital investment for FY2020, present the budgets in June based on input from the Board and finalized investments, and continue to work with the Board and members to study and address the funding gaps for FY2021 and beyond.

Mr. Hansel and staff provided further clarifications in response to Board comments and questions.

Chair Gillett questioned the status of the Finance Committee. Mr. Hansel responded and informed the Board that the committee will meet later this month in preparation for the June meeting.

The presentation can be found on the Caltrain website link provided here:

[http://www.caltrain.com/Assets/\\_Agendas+and+Minutes/JPB/2019/PCJPB+Operating+Budget+Presentation.pdf](http://www.caltrain.com/Assets/_Agendas+and+Minutes/JPB/2019/PCJPB+Operating+Budget+Presentation.pdf)

#### Public Comment

Roland Lebrun, San Jose, commended the staff on the budget as the best budget in the last 15 years and commented on wages, benefits, and fuel.

Adina Levin, Friends of Caltrain, commented on the operating budget and provided suggestions on fares, Go Pass and revenue.

Jeff Carter, Millbrae, commended staff on the budget.

**CORRESPONDENCE**

Correspondence received was included in the packet and posted to the agency's website.

**BOARD MEMBER REQUESTS**

None.

The Board meeting recessed to closed session at 12:30 p.m.

Director Dev Davis left at 12:43 p.m.

**GENERAL COUNSEL REPORT**

Closed Session: Conference with Real Property Negotiators (Joan L. Cassman, General Counsel; Brian Fitzpatrick and Gary Cardona, JPB Real Estate Staff) Pursuant to Government Code Section 54956.8:

Property Location:

4020 Campbell Avenue, Menlo Park, CA (APN: 055-253-090)

Owner: 4020 Amber, LLC

Under negotiation: Price and terms of contract.

The Board reconvened to open session at approximately 12:44 p.m.

No reportable action was taken.

**DATE/TIME OF NEXT REGULAR MEETING: THURSDAY, JUNE 6, 2019 AT 10:00 A.M.  
SAN MATEO COUNTY TRANSIT DISTRICT ADMINISTRATIVE BUILDING, 2<sup>ND</sup> FLOOR,  
1250 SAN CARLOS AVENUE, SAN CARLOS, CA 94070**

Chair Gillett announced that the next meeting would be held on Thursday, June 6, 2019 at 10 a.m.

**ADJOURN**

The meeting was adjourned at 12:45 p.m.

PENINSULA CORRIDOR JOINT POWERS BOARD  
STAFF REPORT

TO: Joint Powers Board  
THROUGH: Jim Hartnett  
Executive Director  
FROM: Derek Hansel  
Chief Financial Officer  
SUBJECT: **STATEMENT OF REVENUES AND EXPENSES FOR THE PERIOD ENDING  
APRIL 30, 2019**

**ACTION**

Staff proposes that the Board of Directors accept and enter into the record the Statement of Revenues and Expenses for the month of April, 2019.

This staff report provides a brief discussion of significant items and trends on the attached Statement of Revenues and Expenses through April 30, 2019. The statement has been designed to follow the Agency-wide line item rollup as included in the adopted budget. The columns have been designed to provide easy comparison of year-to-date prior to current actuals for the current fiscal year including dollar and percentage variances. In addition, the current forecast of Revenues and Expenses is compared to the Adopted Budget for Fiscal Year 2019.

**SIGNIFICANCE**

**Annual Forecast:** The annual forecast was updated based on actual revenue and expense trends through March 2019.

**Forecast Revenues:** Total revenue (page 1, line 17) is forecast \$4.4 million lower than budget. This is primarily driven by lower Farebox Revenue (page 1, line 1) which is \$4.3 million lower than budget due to lower ticket vending machine and Clipper sales, partially offset by higher Go Pass revenue. Year-to-date ridership trends have been lower than projected, driving down Farebox Revenue. The decline in Farebox Revenue is partially offset by increased Other Income (page 1, line 5) due to higher advertising and interest income.

The Use of Reserves (page 1, line 13) is \$0.3 million lower than budget due to lower forecast expenses, partially offset by lower revenue.

**Forecast Expenses:** Total Expense (page 1, line 48) is \$4.4 million lower than budget. The variance is primarily due to lower expense trends. Shuttles Services (page 1, line 26) is \$1.2 million lower than budget due to a labor shortage of drivers causing a reduction in service. Wages & Benefits (page 1, line 37) is \$1.3 million lower than budget due to continued vacancies partially offset by \$0.4 million higher Managing Agency Overhead (page 1, line 38) due to higher than anticipated costs. Other Office Expenses and Services (page 1, line 42) is \$1.4 million lower than budget due primarily to lower software maintenance, bank fees, and recruiting fees. The forecast for Long Term Debt Expense (page 1, line 46) is \$0.3 million higher than budget due to debt issuance and



refinancing.

**Year to Date Revenues:** As of April year-to-date actual, the Total revenue (page 1, line 17) is \$11.5 million higher than the prior year. This is primarily driven by higher Farebox Revenue (page 1, line 1), Operating Grants (page 1, line 11) and JPB Member Agencies' contributions (page 1, line 12).

**Year to Date Expenses:** As of April year-to-date actual, the Total Expense (page 1, line 48) is \$8.5 million higher than the prior year-to-date actual. This is primarily due to Rail Operator Services (page 1, line 23), Insurance Cost (page 1, line 29) and Wages and Benefits (page 1, line 37).

**BUDGET IMPACT**

There are no budget amendments for the month of April 2019.

**STRATEGIC INITIATIVE**

This item does not achieve a strategic initiative.

Prepared By:

Maria Pascual, Accountant  
Jennifer Ye, Manager, General Ledger

650-508-6288  
650-622-7890

**PENINSULA CORRIDOR JOINT POWERS BOARD**  
**STATEMENT OF REVENUE AND EXPENSE**  
**Fiscal Year 2019**  
**April 2019**

% OF YEAR ELAPSED 83.3%

	YEAR TO DATE				ANNUAL			
	PRIOR ACTUAL	CURRENT ACTUAL	\$ VARIANCE	% VARIANCE	APPROVED BUDGET	FORECAST	\$ VARIANCE	% BUDGET
<b>REVENUE</b>								
<b>OPERATIONS:</b>								
1 Farebox Revenue	79,780,325	84,793,550	5,013,225	6.3%	107,795,329	103,500,000	(4,295,329)	(4.0%)
2 Parking Revenue	4,405,508	4,699,519	294,012	6.7%	5,845,900	5,500,000	(345,900)	(5.9%)
3 Shuttles	1,804,526	1,632,850	(171,676)	(9.5%)	2,683,400	2,000,000	(683,400)	(25.5%)
4 Rental Income	1,742,700	1,568,094	(174,606)	(10.0%)	1,873,000	2,100,000	227,000	12.1%
5 Other Income	1,282,328	1,886,571	604,243	47.1%	1,192,000	2,200,000	1,008,000	84.6%
6								
7 <b>TOTAL OPERATING REVENUE</b>	<b>89,015,386</b>	<b>94,580,585</b>	<b>5,565,199</b>	<b>6.3%</b>	<b>119,389,629</b>	<b>115,300,000</b>	<b>(4,089,629)</b>	<b>(3.4%)</b>
8								
<b>CONTRIBUTIONS:</b>								
9								
10 AB434 Peninsula & TA Shuttle Funding	1,484,245	1,440,488	(43,757)	(2.9%)	1,767,700	1,767,700	-	0.0%
11 Operating Grants	3,554,708	5,475,506	1,920,798	54.0%	3,700,607	3,700,607	-	0.0%
12 JPB Member Agencies	18,058,035	22,165,000	4,106,965	22.7%	25,448,014	25,448,014	-	0.0%
13 Use of Reserves	-	-	-	0.0%	1,208,871	900,395	(308,476)	(25.5%)
14								0.0%
15 <b>TOTAL CONTRIBUTED REVENUE</b>	<b>23,096,988</b>	<b>29,080,993</b>	<b>5,984,005</b>	<b>25.9%</b>	<b>32,125,192</b>	<b>31,816,716</b>	<b>(308,476)</b>	<b>(1.0%)</b>
16								
17 <b>GRAND TOTAL REVENUE</b>	<b>112,112,374</b>	<b>123,661,578</b>	<b>11,549,205</b>	<b>10.3%</b>	<b>151,514,821</b>	<b>147,116,716</b>	<b>(4,398,105)</b>	<b>(2.9%)</b>
18								
19								
<b>EXPENSE</b>								
20								
<b>OPERATING EXPENSE:</b>								
21								
22								
23 Rail Operator Service	65,682,165	70,571,335	4,889,170	7.4%	87,385,577	87,385,577	-	0.0%
24 Positive Train Control	47,971	34,988	(12,983)	(27.1%)	572,481	572,481	-	0.0%
25 Security Services	5,032,978	5,289,405	256,427	5.1%	6,068,346	6,172,151	103,805	1.7%
26 Shuttles Services	3,920,232	3,300,159	(620,072)	(15.8%)	5,444,500	4,287,506	(1,156,994)	(21.3%)
27 Fuel and Lubricants	8,198,710	8,672,856	474,145	5.8%	10,765,356	10,765,356	-	0.0%
28 Timetables and Tickets	53,053	87,245	34,193	64.5%	143,500	143,500	-	0.0%
29 Insurance	1,809,395	4,098,041	2,288,646	126.5%	5,750,000	5,750,000	-	0.0%
30 Facilities and Equipment Maint	1,741,107	1,763,869	22,762	1.3%	3,316,395	2,700,000	(616,395)	(18.6%)
31 Utilities	1,620,997	1,557,289	(63,708)	(3.9%)	2,265,720	1,900,000	(365,720)	(16.1%)
32 Maint & Services-Bldg & Other	1,079,022	772,376	(306,647)	(28.4%)	1,529,098	1,267,708	(261,390)	(17.1%)
33								
34 <b>TOTAL OPERATING EXPENSE</b>	<b>89,185,630</b>	<b>96,147,563</b>	<b>6,961,932</b>	<b>7.8%</b>	<b>123,240,973</b>	<b>120,944,279</b>	<b>(2,296,694)</b>	<b>(1.9%)</b>
35								
<b>ADMINISTRATIVE EXPENSE</b>								
36								
37 Wages and Benefits	6,822,214	8,520,172	1,697,958	24.9%	11,480,399	10,171,262	(1,309,137)	(11.4%)
38 Managing Agency Admin OH Cost	4,841,666	5,805,634	963,968	19.9%	5,899,231	6,300,000	400,770	6.8%
39 Board of Directors	12,254	16,795	4,541	37.1%	14,600	14,600	-	0.0%
40 Professional Services	3,821,244	1,896,116	(1,925,128)	(50.4%)	5,213,805	5,125,000	(88,805)	(1.7%)
41 Communications and Marketing	162,923	230,395	67,472	41.4%	302,000	316,500	14,500	4.8%
42 Other Office Expenses and Services	1,588,627	2,704,407	1,115,779	70.2%	4,065,139	2,625,900	(1,439,239)	(35.4%)
43								
44 <b>TOTAL ADMINISTRATIVE EXPENSE</b>	<b>17,248,928</b>	<b>19,173,519</b>	<b>1,924,591</b>	<b>11.2%</b>	<b>26,975,173</b>	<b>24,553,262</b>	<b>(2,421,911)</b>	<b>(9.0%)</b>
45								
46 Long Term Debt Expense	1,279,493	886,412	(393,080)	(30.7%)	1,298,675	1,619,175	320,500	24.7%
47								
48 <b>GRAND TOTAL EXPENSE</b>	<b>107,714,050</b>	<b>116,207,494</b>	<b>8,493,443</b>	<b>7.9%</b>	<b>151,514,821</b>	<b>147,116,716</b>	<b>(4,398,105)</b>	<b>(2.9%)</b>
49								
50 <b>NET SURPLUS / (DEFICIT)</b>	<b>4,398,324</b>	<b>7,454,084</b>	<b>3,055,762</b>	<b>69.5%</b>	<b>0</b>	<b>0</b>	<b>(0)</b>	<b>(100.0%)</b>



PENINSULA CORRIDOR JOINT POWERS BOARD

INVESTMENT PORTFOLIO

AS OF APRIL 30, 2019

TYPE OF SECURITY		MATURITY DATE	INTEREST RATE	PURCHASE PRICE	MARKET RATE
Local Agency Investment Fund (Unrestricted)	*	Liquid Cash	2.445%	14,756.45	14,756.45
County Pool (Restricted)	**	Liquid Cash	2.357%	1,000,000	1,000,000
County Pool (Unrestricted)	**	Liquid Cash	2.357%	362,800	362,800
Other (Unrestricted)		Liquid Cash	0.000%	59,787,508	59,787,508
Other (Restricted)	***	Liquid Cash	0.850%	16,689,750	16,689,750
				\$ 77,854,815	\$ 77,854,815

Cumulative Earnings FY2019 \$ 255,899.00

\* The market value of Local Agency Investment Fund (LAIF) is calculated annually and is derived from the fair value factor as reported by LAIF for quarter ending June 30th each year.

\*\* As of April 2019, per San Mateo County Treasurer's Office, the total cost of securities held by the County Pool was \$5,916,682,849 and the fair market value was \$5,923,375,812.

\*\*\* Prepaid Grant funds for Homeland Security, PTMISEA and LCTOP projects, and funds reserved for debt repayment.

The Portfolio and this Investment Report comply with the Investment Policy and the provisions of SB 564 (1995).

The Joint Powers Board has the ability to meet its expenditure requirements for the next six months.

**PENINSULA CORRIDOR JOINT POWERS BOARD  
STAFF REPORT**

TO: Joint Powers Board

THROUGH: Jim Hartnett  
Executive Director

FROM: Michelle Bouchard  
Chief Operating Officer, Rail

SUBJECT: **KEY CALTRAIN PERFORMANCE STATISTICS – APRIL 2019**

**ACTION**

Staff Coordinating Council recommends that the Board receive the Performance Report for April 2019.

**SIGNIFICANCE**

Staff will provide monthly updates to Key Caltrain Performance Statistics, Caltrain Shuttle Ridership, Caltrain Promotions, Special Event Updates and Social Media Analytics.

**BUDGET IMPACT**

There is no budget impact.

**MONTHLY UPDATE**

In April 2019, Caltrain's Average Weekday Ridership (AWR) decreased 1.9 percent to 67,728 from calibrated April 2018 AWR of 69,061. The total number of passengers who rode Caltrain in April 2019 increased 1.7 percent to 1,593,266 from 1,566,545 calibrated April 2018 ridership.

Potential influences on year to year ridership changes in April 2019 include:

- Decrease in Monthly Pass and ED Monthly Pass sales: sales decreased by 1,051 compared to April 2018, which affects AWR negatively
- Difference in number of calendar days: one more weekday and one less Sunday compared to April 2018, which increases the total ridership

Farebox Revenue increased 15.7 percent to \$9,573,402 from \$8,274,247 in April 2018.

On-time performance (OTP) for April 2019 was 93.6 percent compared to 92.6 percent OTP for April 2018. In April 2019, there were 983 minutes of delay due to mechanical issues compared to 1,007 minutes in April 2018.

Looking at customer service statistics, there were 8.1 complaints per 100,000 passengers in April 2019 which increased from 5.1 in April 2018.

Shuttle ridership for April 2019 decreased 7.2 percent from April 2018. For station shuttles:

- Millbrae-Broadway shuttle: 189 average daily riders
- Weekend Tamien-San Jose shuttle: 24 average daily riders

When the Marguerite shuttle was removed, the impact to ridership was a decrease of 9.4 percent. Due to ongoing service issues with the Shuttle Contractor (MV Transportation) as a result of staffing shortage, there were a total of 884 DNOs (Did Not Operate) trips and a total of 9,787 DNOs in FY2019 for Caltrain in March 2019. Although DNOs have generally leveled off for Caltrain, there are still service losses beyond previously implemented service reductions and suspensions to match available operator counts. The Belmont-Hillsdale shuttle and Menlo Park Midday Shuttle remain temporarily discontinued.

The Marsh Road shuttle temporary vehicle #2 suspension returned to service on April 8. Additional suspended/deferred services will incrementally resume as the shuttle contractor is able to demonstrate full scheduled service can be provided and additional operators become available.

**Table A**  
**April 2019**

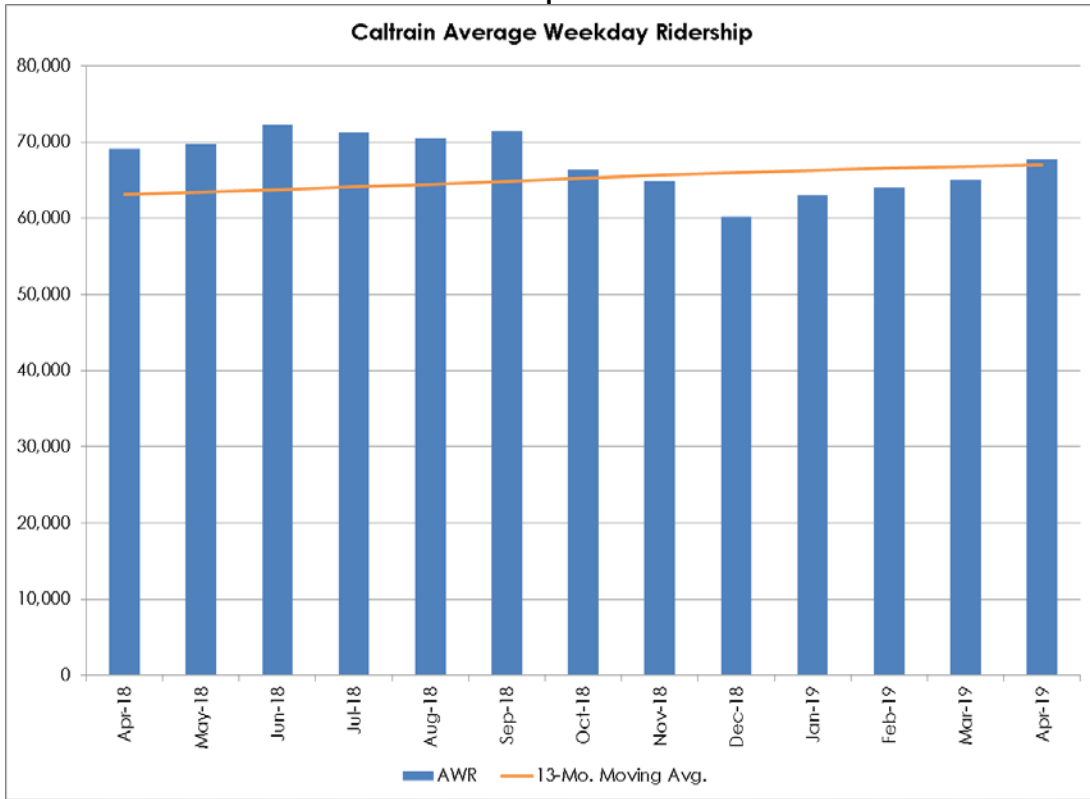
	<b>FY2018</b>	<b>FY2019</b>	<b>% Change</b>
Total Ridership	1,566,545*	1,593,266	1.7%
Average Weekday Ridership	69,061*	67,728	-1.9%
Total Farebox Revenue	\$ 8,274,247	\$ 9,573,402	15.7%
On-time Performance	92.6%	93.6%	1.1%
Average Weekday Caltrain Shuttle Ridership	9,113	8,458	-7.2%

**Fiscal Year to Date**

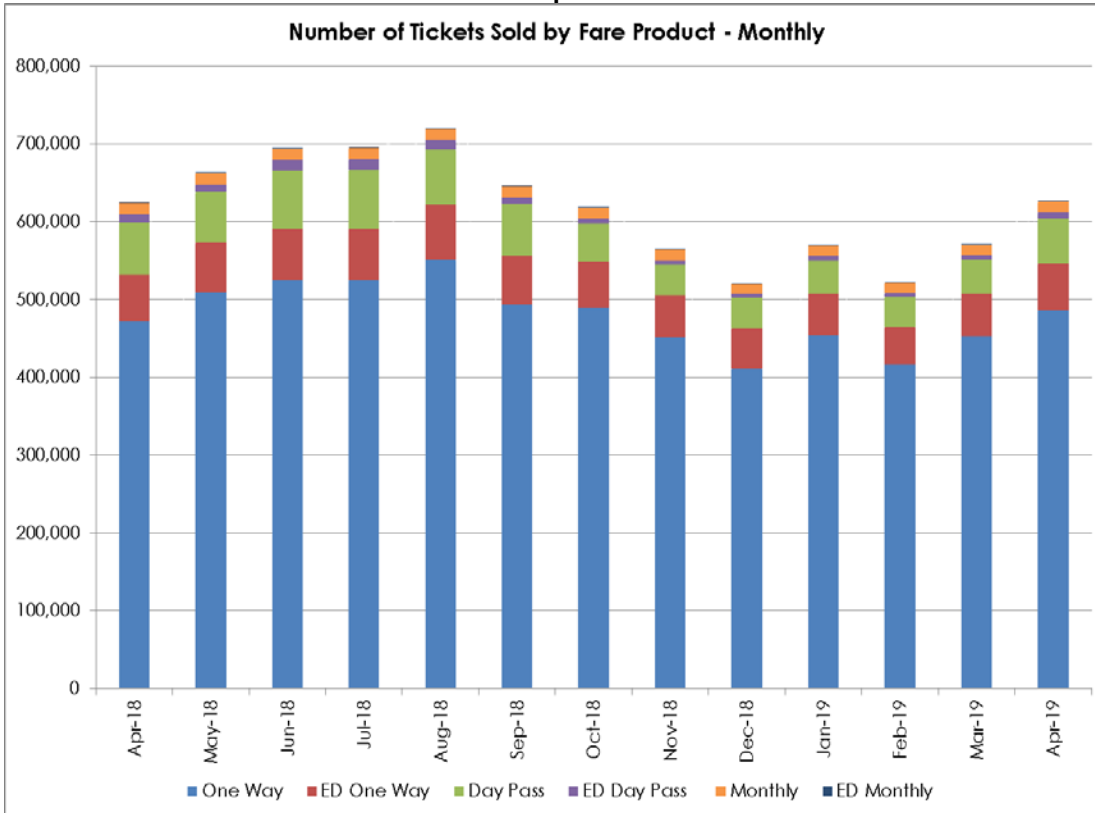
	<b>FY2018</b>	<b>FY2019</b>	<b>% Change</b>
Total Ridership	15,489,096*	15,188,971*	-1.9%
Average Weekday Ridership	63,087*	66,451*	5.3%
Total Farebox Revenue	\$ 79,780,325	\$ 83,973,405	5.3%
On-time Performance	94.6%	93.2%	-1.5%
Average Weekday Caltrain Shuttle Ridership	8,848	8,366	-5.4%

\* = Items revised due to calibration to the ridership model

Graph A

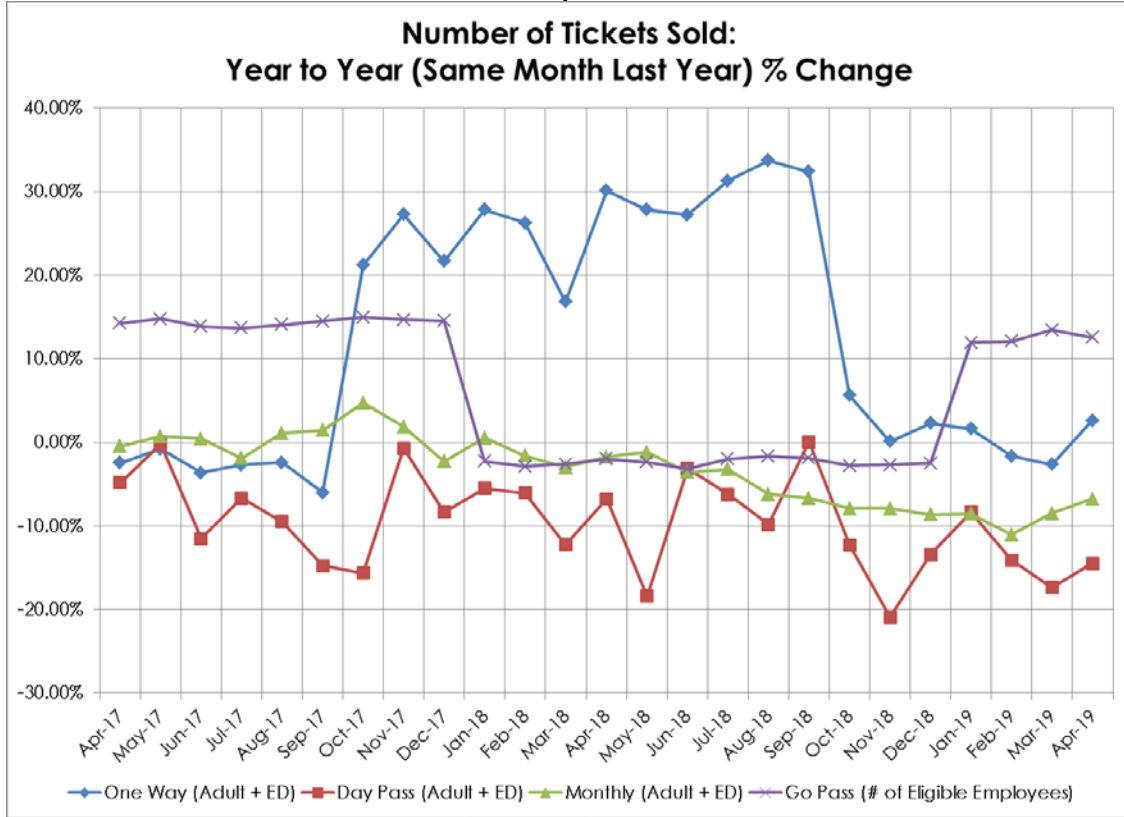


Graph B

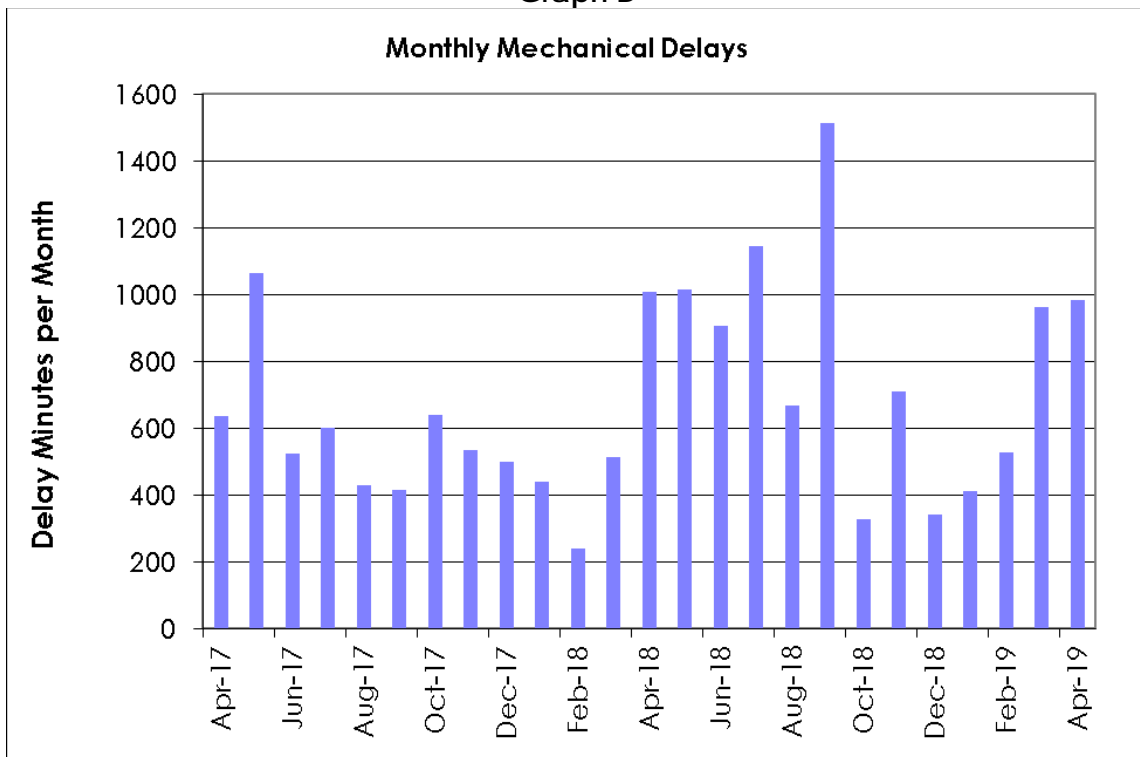


\*Go Passes tracked by Monthly Number of Eligible Employees (not by Sales)

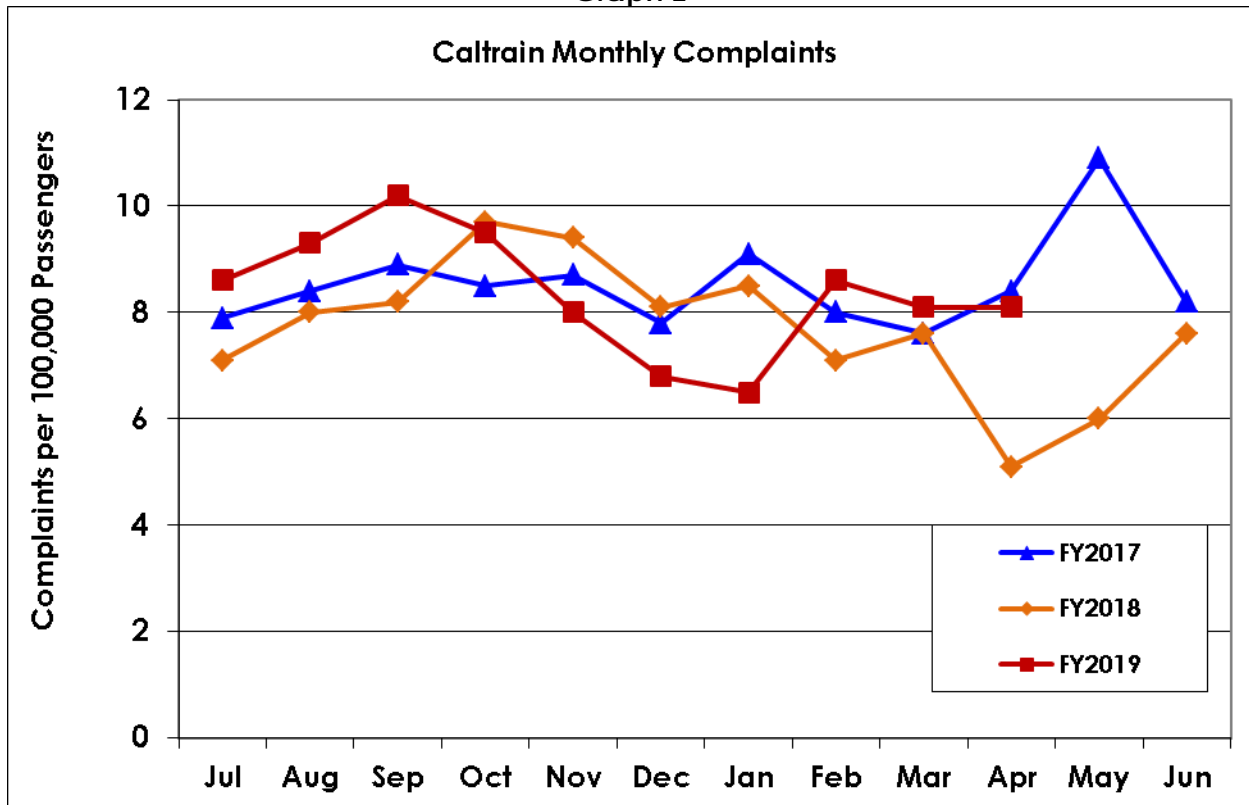
Graph C



Graph D



Graph E



**Caltrain Promotions – April 2019**

**Giants** – The Giants season kicked off on April 5. Caltrain will be running additional train service for weekday afternoon and weekend games, as well as new Millbrae Express post-game trains. As more customers are adopting the Caltrain Mobile Ticketing app as the convenient way to pay for their train ticket, Caltrain will continue to promote downloading the app through Moovel Performance Marketing strategies including social media ads, Apple and Google search. Promotional advertising channels included sponsored geo-targeted Facebook and digital display ads on premium sports sites and 15 second radio spots on KCBS traffic and sports. Communications included a news release and mention on the Getting to the Thing vlog, and organic social media posts throughout the season. Caltrain also attended the Giants Fan Fest for the second year to inform customers about the new post-game Millbrae Express train service.

**Partnerships** – Caltrain partnered with the New Living Expo held at the San Mateo Event Center on Friday, April 26 to Sunday, April 28. As part of the agreement, Caltrain promoted the event on the go.caltrain.com main page, Peninsula Moves blog/news release, organic social media and ad cards placed on the train. The Caltrain logo was placed on the New Living Expo website and collateral materials that were distributed at the event. In addition, the Caltrain logo was featured on Comcast Spotlight television spots.



**On-going Promotions:**

**San Jose Sharks at SAP Center** – For the month of April, the Sharks played one regular season game and six playoff games. Caltrain carried an additional 1,825 customers for the month of April. This closed out the regular season with total additional riders at 8,930, which represents a 21% decrease compared to the 2017/18 season. Sharks attendance at SAP Center continues to see fewer sold out games compared to last season which may have contributed to the decline.

**Caltrain Digital Metrics - APRIL 2019**



***New Followers***

**+834**

Apr 19 - 177,561  
Mar 19 - 176,727  
Apr 18 - 184,815

***Top Tagged Issues***

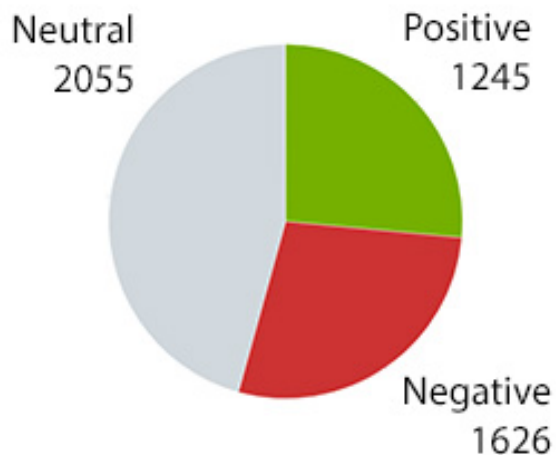
- 1. Delay (339)**
- 2. Bike Car (55)**
- 3. Giants (31)**
- 4. HVAC (20)**
- 5. CalMod (18)**

***Caltrain.com Sessions***

Apr 19 - 837,383  
Mar 19 - 766,440  
Apr 18 - 784,716

***Social Sentiment***

Social Mentions by Sentiment



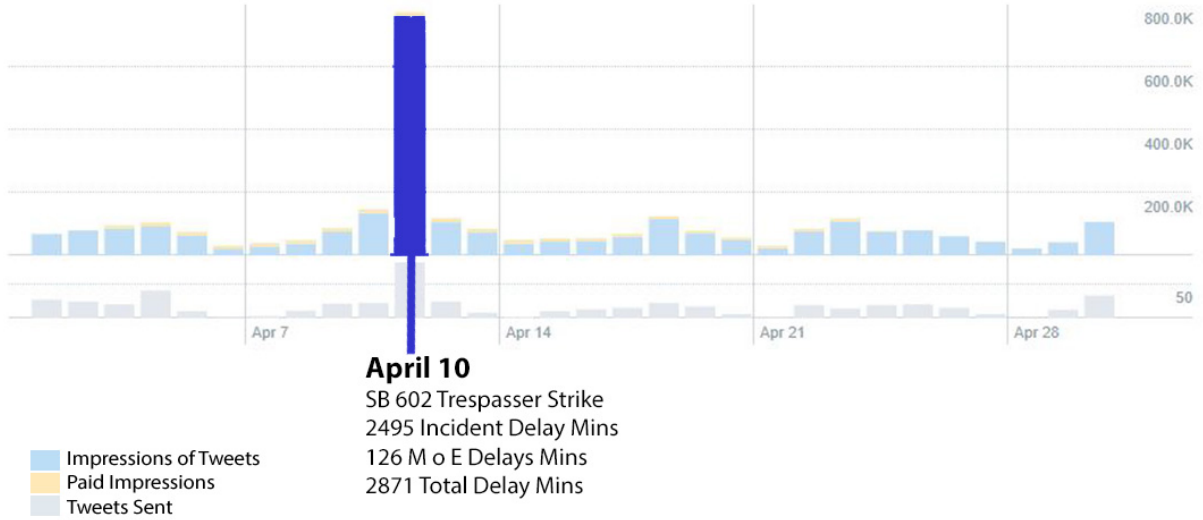
***Monthly Yelp & FB Rating***



*( 3 April reviews)*

# Twitter Impression Spikes April, 2019

Your Tweets earned 2.9M impressions over this 30 day period



Impressions sometimes appear the day after an incident as Twitter users view the post the next day.

Prepared by:	Patrice Givens, Data Specialist	650.508.6347
	James Namba, Marketing Specialist	650.508.7924
	Jeremy Lipps, Social Media Officer	650.622.7845

**PENINSULA CORRIDOR JOINT POWERS BOARD**  
**STAFF REPORT**

TO: Joint Powers Board

THROUGH: Jim Hartnett  
Executive Director

FROM: Seamus Murphy  
Chief Communications Officer

SUBJECT: **STATE AND FEDERAL LEGISLATIVE UPDATE AND APPROVAL OF LEGISLATIVE PROPOSALS**

**ACTION**

Staff Coordinating Council recommends the Board:

1. Receive the attached Federal and State Legislative Updates
2. Approve the recommended Peninsula Corridor Joint Powers Board positions on those pieces of legislation designated for action on the attached State Legislative Matrix

**SIGNIFICANCE**

The 2019 Legislative Program establishes the principles that will guide the legislative and regulatory advocacy efforts. Based on those principles, staff coordinates closely with our Federal and State advocates on a wide variety of issues that are considered in Congress and the State legislature. The attached reports highlight the recent issues and actions that are relevant to the Board, and specifies those bills on which staff proposes that the District take a formal position.

Prepared By: Casey Fromson, Government and  
Community Affairs Director

650-508-6493

May 10, 2019

TO: Peninsula Corridor Joint Powers Board Members

FROM: Mike Robson and Trent Smith, Edelstein Gilbert Robson & Smith, LLC  
Joshua W. Shaw and Matt Robinson, Shaw / Yoder / Antwih, Inc.

RE: **STATE LEGISLATIVE UPDATE – May 2019**

---

### **Overview**

The Legislature has passed both policy committee deadlines, where both fiscal and non-fiscal bills were required to be heard in their relative policy committees by April 26 and May 3, respectively. The Legislature is now approaching the fiscal committee deadline, where the Assembly and Senate Appropriations Committees must report out bills to the Senate and Assembly Floor by May 17. At this stage, the number of bills moving forward through the legislative process will continue to diminish, with the Chairs of both Appropriations Committees holding a substantial number of bills that are either controversial or have a large price tag to the State of California.

Along with committee deadlines, the Governor recently released the “May Revise” of the 2019-2020 Budget. Like the January Budget, the May Revise focuses primarily on one-time spending rather than continuous budget obligations. The budget also predicts slower economic growth, but not to the extent of a recession. Given this, the Budget is prepared for a revenue decline of \$70 billion and a deficit of \$40 billion over three years.

Of most relevance to Caltrain, the Governor discusses the crucial link between housing and transportation in the May Revision. Specifically, the Governor notes that funding for local streets and roads from the Road Repair and Accountability Act of 2017 will be distributed only to local jurisdictions that meet their housing goals. This provision was also found in the January Budget.

Further, the May Revision includes a one-time increase of \$130 million for low carbon transportation programs, including \$65 million for replacing agricultural sector diesel engines and equipment, \$50 million for zero-emission trucks, transit buses and freight, and \$15 million for helping individuals replace high pollution vehicles with more efficient cars and trucks.

## **Legislation**

### ***Bills of Interest***

#### **SB 128 (Beall) Removal of Voter-Threshold for Enhanced Infrastructure Finance Districts**

This bill would eliminate the voter-approval requirement for bonds issued to fund projects within an Enhanced Infrastructure Financing District (EIFD). Existing law authorizes a local agency or agencies, that formed an EIFD, to issue bonds upon approval by 55% of the voters voting within an EIFD to fund certain project types, including transportation improvements. This bill would instead authorize the local agency to issue bonds for the allowable projects without submitting a proposal to the voters. ***We recommend the Joint Powers Board SUPPORT this measure.***

#### **ACA 1 (Aguiar-Curry) Lower Vote Threshold for Local Funding**

This constitutional amendment would lower the necessary voter threshold from a two-thirds supermajority to 55 percent to approve local general obligation bonds and special taxes for affordable housing and public infrastructure projects. Last year the SamTrans Board supported SCA 6 which would have lowered the threshold for sales taxes for transportation projects. This constitutional amendment is broader in scope in that it applies to affordable housing and transportation and includes both general obligations bonds and special taxes. ***We recommend Joint Powers Board SUPPORT this measure.***

**AB 11 (Chiu) – Redevelopment.** This bill would restore California Redevelopment Law that was eliminated in 2012. This bill passed out of both the Assembly Housing and Community Development Committee and the Assembly Local Government Committee on a 6-2 vote. We were informed by Committee staff that this will be a two-year bill.

**AB 1486 (Ting) – Surplus Land.** This bill makes various modifications to the Surplus Land Act. The bill clarifies the definition of “surplus” land as land that is not needed for an agency’s own *governmental operations*, allows surplus land disposed of by a public agency to be permitted for residential use, regardless of local zoning designations, if 100% of the units are sold or rented as affordable housing, lists what is considered exempt surplus land, and changes the notification procedures for surplus land and how the local agency can negotiate with interested parties.

The bill is strongly opposed by local government agencies due to the inclusion of “lease” in the definition of surplus land and because the definition of *governmental operations* does not encompass all the ways in which local agencies use land for a public purpose that are not part of daily operations.

Last year, AB 2065, a similar bill by the same author, was unsuccessful and held in committee.

The bill passed out of the Assembly Local Government Committee and the Assembly Housing and Community Development Committee on a party line vote (6-2 and 5-1, respectively). It will be heard in the Assembly Appropriations Committee on May 16.

**SB 50 (Wiener) – Local Zoning.** This bill, modeled similar to SB 827 from 2018, would create new zoning standards in local communities to eliminate barriers to higher density housing near transit and job centers. This bill was heard in the Senate Housing Committee on April 2 where it passed on a 9-1 vote and the Senate Governance and Finance Committee where it passed on a 6-1 vote. It will be heard next in the Senate Appropriations Committee on May 13.

# Holland & Knight

800 17<sup>th</sup> Street, N.W., Suite 1100 | Washington, DC 20006 | T 202.955.3000 | F 202.955.5564  
Holland & Knight LLP | www.hklaw.com

## Caltrain Federal Update April 2019

### APPROPRIATIONS

The House and Senate have taken different approaches to establishing FY 2020 spending guidelines. The House set an overall spending limit of \$1.3 trillion for appropriators to write FY 2020 spending measures in a deeming resolution that was part of a rule governing floor debate on topline spending caps and spending caps legislation. The FY 2020 Transportation-HUD Appropriations bill was given \$75.8 billion, a \$4.7 billion or seven percent increase over current levels (\$71.1 billion).

House appropriators have begun advancing the FY 2020 appropriations bills. During the week of May 6, the House Appropriations Committee passed the Labor-Health and Human Services (HHS)-Education, Military Construction-Veterans Affairs (VA), and Legislative Branch Appropriations bills.

The House Transportation-HUD Appropriations Subcommittee is tentatively scheduled to consider the FY 2020 THUD Appropriations bill on May 23, and the House Appropriations Committee is expected to consider the bill on June 4.

The Senate has not publicly announced their FY 2020 funding allocations for the subcommittees. Senate Appropriations Chairman Richard Shelby (R-AL) said the House will likely finish working on appropriations bills before the Senate, as the Senate continues to hear testimony from agency leaders on FY 2020 budget requests.

### AUTHORIZATION/INFRASTRUCTURE

The Congressional Budget Office (CBO) recently shared the funding needs for the Highway Trust Fund. To keep the Highway Trust Fund solvent for the next ten years, \$176 billion is needed.

The Senate Environment and Public Works (EPW) Committee (oversees highway program) is drafting the bill now. Senators' deadline to submit priorities was the end of April. Holland & Knight shared the agency's authorization priority to Senator Dianne Feinstein:

- **Funding for Railway-Highway Crossings:** The Federal Highways Administration (FHWA) Railway-Highway Crossings (Section 130) Program provides funds for the elimination of hazards at railway-highway crossings. We proposed increasing the overall funding for the program. This year, the State of California only received \$16,478,869. Additionally, we proposed including a competitive grant program that transportation

agencies could apply for to address grade crossings.

The Senate EPW Committee wants to markup a bill by July—concerned that Congress will more polarized during election year 2020. They are focusing on tweaking current formula/grant programs (i.e. INFRA, freight formula)—are not interested in creating new programs.

House Transportation & Infrastructure (T&I) Committee have asked members to submit priorities. The committee sent a letter to members asking for priorities by April 24. See the committee's priorities that were included in the letter below. H&K submitted the agency's priority to Reps. Eshoo and Speier.

The House T&I Committee “has announced that they will produce a transformative bill that will focus on the following areas:

- Transportation Innovation, new technology and smart infrastructure to modernize mobility.
- Promoting diverse transportation choices and providing affordable solutions including incentives for electrification.
- Prioritizing safety improvements.
- Supporting the transportation workforce with training and good paying jobs.
- Building infrastructure to address and mitigate the impacts of climate change.
- Supporting U.S. made materials.
- Improving project delivery while protecting natural resources, safety, worker protections and public participation.”

Timing for FAST Act reauthorization on the House side is still unclear as Chairman DeFazio still wants to do an infrastructure bill and hold off on reauthorization until funding is identified.

Funding for the FAST Act reauthorization and infrastructure have not been identified. In the Senate, EPW Committee Chairman John Barrasso (R-WY) has said that all funding options should be considered, except for a gas tax increase. Chairman DeFazio is open to increasing the gas tax to pay for legislation.

President Trump, Senate Minority Leader Chuck Schumer (D-NY), House Speaker Nancy Pelosi (D-CA), and several congressional Democrats agreed on April 30 to spend \$2 trillion on infrastructure, though they did not address how they would pay for it. Another meeting is expected in three weeks, to discuss specific proposals and financing methods. Democrats have urged the President to consider eliminating some tax cuts for the wealthy from the Tax Cuts and Jobs Act to pay for infrastructure. However, Senate Majority Whip John Thune (R-SD) said that would be a non-starter for Republicans. Further, some Republicans were skeptical of the \$2 trillion price tag, including House Minority Whip Steve Scalise (R-LA).

While House Democrats, including Transportation Chairman Pete DeFazio (D-OR), support an increase in the gas tax to pay for infrastructure, Schumer said he would not consider a gas tax increase unless the President considered undoing 2017 tax cuts for the wealthy. The President also said at the meeting that he was not in favor of public-private partnerships, and did not support a proposal released by his Administration last year. Schumer said he expects the



President to offer a proposal, which Democrats would follow with a counteroffer.

## CONGRESS

House Member Introduces Clean Transit System Legislation: Rep. Julia Brownley (D-CA) introduced a bill on April 9 that would address climate change by guiding cities and states to transition to cleaner public transit systems. The bill would mandate that all new buses purchased with federal funds be zero-emission by 2029. [The Green Bus Act](#) would increase funds for the Federal Transit Administration's (FTA) Low or No Emission Vehicle Component Assessment Program from the current \$3 million to \$5 million annually. Further, it would increase funds for FTA's Transit Cooperative Research Program from the current \$5 million to \$20 million annually. Funding for FTA bus programs would be increased by authorizing \$450 million in FY 2020 with a \$50 million annual increase until reaching \$900 million in FY 2029. A hearing date has not been announced for the bill.

Bipartisan Group of Senators Introduces EV Tax Credit Bill: A bipartisan group of senators [introduced](#) legislation on April 10 that would extend the electric vehicle tax (EV) tax credit. The current \$7,500 per-vehicle incentive for consumers phases down once a manufacturer sells 200,000 of the vehicles. The bill, led by Sen. Debbie Stabenow (D-MI), would grant automakers a \$7,000 tax credit for an additional 400,000 vehicles after they reach the 200,000 vehicle cap. The bill also extends a credit for hydrogen fuel cell vehicles for 10 years. The bill is also sponsored by Republican Sens. Lamar Alexander (R-TN) and Susan Collins (R-ME). Rep. Dan Kildee (D-MI) will introduce a companion bill in the House. The chances of passage in the Senate are low, as President Trump proposed rescinding the EV tax credit in his 2020 budget request. However, in the Democrat-controlled House, chances of passage are higher, especially given that more than 100 lawmakers recently asked that the Ways and Means Committee to extend the credit. Senate Finance Committee Chairman Chuck Grassley (R-IA) said he would not oppose the legislation if the House adds it to a bill to renew dozens of lapsed tax benefits and sends it to the Senate for passage.

Lawmakers Sign Letter Addressing BUILD Program Concerns: Early last month, 20 members of the House, led by Rep. Mark DeSaulnier (D-CA), sent a letter to DOT expressing their strong support for the Better Utilizing Investments to Leverage Development (BUILD) program. The lawmakers also used the letter to express concerns that the Department of Transportation's recent grant awards continue a recent pattern in which the program is oriented to traditional highway projects and away from multi-modal and away from transit oriented projects. The full letter with signatures is available [here](#).

## ADMINISTRATION

New DOT Staff: Dan DeBono will take over as chief infrastructure funding officer at the Department of Transportation (DOT). He will assume several of the duties of Deputy Assistant Secretary for Transportation Policy Grover Burtney, who left the agency several months ago. In this role, he will handle the financing and grants aspects of Burtney's portfolio, including INFRA and BUILD grants.

In late April, Anne Reinke, former CSX Vice President of Governmental Affairs, started as

Deputy Assistant Secretary of Intergovernmental Affairs. She is the liaison between DOT and transportation agencies.

Morteza Farajian, formerly an official in the Virginia Department of Transportation, will start as Executive Director of the Build America Bureau at the Department of Transportation (DOT). Farajian will take over for Marty Klepper, who left the position in October 2017, and will start at the end of April. The Build America Bureau serves as a “clearinghouse” for DOT credit and grant opportunities, and provides technical assistance for public private partnerships.

FTA Publishes Changes to Joint Development Guidance: The Federal Transit Administration (FTA) published proposed changes to its Joint Development Guidance on April 18. Under the new guidance, FTA would increase flexibility for project sponsors to pursue joint development projects, reduce FTA oversight of joint development agreements negotiated between project sponsors and their partners, streamline FTA's project eligibility review process, and clarify prior guidance. There would no longer be a minimum revenue threshold or monetary requirement for transit agencies pursuing FTA-assisted joint development. [Comments](#) on the proposal are due by June 3.

FTA Announces CIG Funding: The FTA [announced](#) on April 9 that it will distribute \$1.36 billion in Capital Investment Grants (CIG) funding to 16 new and existing transit projects, including \$225 million to five new bus rapid transit projects. This includes \$100 million to Caltrain’s Peninsula Corridor Electrification project.

## GRANTS

BUILD Grant Notice of Funding Opportunity Released: DOT released the [Notice of Funding Opportunity \(NOFO\)](#) for National Infrastructure Investments on April 22, known as BUILD grants. Funds for the FY 2019 BUILD Transportation grants program are to be awarded on a competitive basis for surface transportation infrastructure projects that will have a significant local or regional impact. For this round of BUILD Transportation grants, the maximum grant award is \$25 million, and no more than \$90 million can be awarded to a single State, as specified in the FY 2019 Appropriations Act. Per statute, the FY 2019 selection criteria are the same as under the FY 2017 TIGER program, although the description for each criterion has been updated. For FY 2019 BUILD Transportation grants, the definitions of urban and rural areas differ from previous rounds. Additionally, not more than 50 percent of funds will be awarded to projects located in urban and rural areas. In addition, if the projects is located in an Opportunity Zone, that should be included in the application. Applications are due by July 15.

FTA Grants for Innovative Mobility Projects in Public Transportation: On May 8, the FTA announced opportunities for \$15 million in research funds to “support innovations in public transportation service models, payment systems, and automation applications to improve mobility for all Americans.”

- \$8 million for Mobility on Demand (MOD): Funding will be granted to “projects [that] will deploy new tools and service models, such as mobile applications or on-demand microtransit, that make transit more convenient and accessible. Focus areas include

projects that provide first-mile/last-mile connections to transit hubs; improve mobility for those with limited transportation choices; and involve targeted, reproducible approaches to data sharing and collection.”

- \$5 million for Strategic Transit Automation Research (STAR): This program is utilized for automation technologies in bus operations, including Automated Advanced Driver Assistance Systems (ADAS) for transit buses and automated shuttles.
- \$2 million for Mobility Payment Integration (MPI): Funding is available for “payment integration can allow seamless, complete trip planning among a range of public and private operators, enhancing regional mobility.”

FTA Grants for Human Trafficking: On April 3, FTA announced \$4 million to prevent human trafficking and other crimes that may occur on buses, trains, and other forms of public transportation.

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Bill Number (Author)	Summary	Location	Position
<p><a href="#">AB 5</a> (<a href="#">Gonzalez D</a>)</p> <p>Worker status: employees and independent contractors.</p>	<p>Existing law, as established in the case of <i>Dynamex Operations West, Inc. v. Superior Court of Los Angeles</i> (2018) 4 Cal.5th 903 (<i>Dynamex</i>), creates a presumption that a worker who performs services for a hirer is an employee for purposes of claims for wages and benefits arising under wage orders issued by the Industrial Welfare Commission. Existing law requires a 3-part test, commonly known as the “ABC” test, to establish that a worker is an independent contractor for those purposes. This bill would state the intent of the Legislature to codify the decision in the <i>Dynamex</i> case and clarify its application. The bill would provide that the factors of the “ABC” test be applied in order to determine the status of a worker as an employee or independent contractor for all provisions of the Labor Code and the Unemployment Insurance Code, unless another definition or specification of “employee” is provided. The bill would codify existing exemptions for specified professions that are not subject to wage orders of the Industrial Welfare Commission or the ruling in the <i>Dynamex</i> case. Because this bill would expand the categories of individuals eligible to receive benefits from, and thus would result in additional moneys being deposited into, the Unemployment Fund, a continuously appropriated fund, the bill would make an appropriation. The bill would state that these changes do not constitute a change in, but are declaratory of, existing law with regard to violations of the Labor Code relating to wage orders of the Industrial Welfare Commission. This bill contains other related provisions and other existing laws.</p> <p>Amended: 5/1/2019</p>	<p>Assembly Appropriations</p> <p>5/16/2019 Upon adjournment of Session - State Capitol, Room 4202 ASSEMBLY APPROPRIATIONS, GONZALEZ, Chair</p>	<p>Watch</p>
<p><a href="#">AB 11</a> (<a href="#">Chiu D</a>)</p> <p>Community Redevelopment Law of 2019.</p>	<p>(1)The California Constitution, with respect to any taxes levied on taxable property in a redevelopment project established under the Community Redevelopment Law, as it then read or may be amended, authorizes the Legislature to provide for the division of those taxes under a redevelopment plan between the taxing agencies and the redevelopment agency, as provided. This bill, the Community Redevelopment Law of 2019, would authorize a city or county, or two or more cities acting jointly, to propose the formation of an affordable housing and infrastructure agency by adoption of a resolution of intention that meets specified requirements, including that the resolution of intention include a passthrough provision and an override passthrough provision, as defined. The bill would require the city or county to submit that resolution to each affected taxing entity and would authorize an entity that receives that resolution to elect to not receive a passthrough payment, as provided. The bill would require the city or county that adopted that resolution to hold a public hearing on the proposal to consider all written and oral objections to the formation, as well as any recommendations of the affected taxing entities, and would authorize that city or county to adopt a resolution of formation at the</p>	<p>Assembly Appropriations</p>	<p>Watch</p>

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	<p>conclusion of that hearing. The bill would then require that city or county to submit the resolution of intention to the Strategic Growth Council for a determination as to whether the agency would promote statewide greenhouse gas reduction goals. The bill would require the council to approve formation of the agency if it determines that formation of the agency both (1) would not result in a state fiscal impact, determined as specified by the Controller, that exceeds a specified amount and (2) would promote statewide greenhouse gas reduction goals. The bill would deem an agency to be in existence as of the date of the council's approval. The bill would require the council to establish a program to provide technical assistance to a city or county desiring to form an agency pursuant to these provisions. This bill contains other related provisions and other existing laws.</p> <p>Amended: 4/11/2019</p>		
<p><a href="#">AB 145</a> (<a href="#">Frazier D</a>)</p> <p>High-Speed Rail Authority: Senate confirmation.</p>	<p>Existing law creates the High-Speed Rail Authority with specified powers and duties relative to development and implementation of a high-speed train system. The authority is composed of 11 members, including 5 voting members appointed by the Governor, 4 voting members appointed by the Legislature, and 2 nonvoting legislative members. This bill would provide that the members of the authority appointed by the Governor are subject to appointment with the advice and consent of the Senate.</p> <p>Introduced: 12/13/2018</p>	Assembly 2 year	Watch
<p><a href="#">AB 226</a> (<a href="#">Mathis R</a>)</p> <p>Registration renewal fees: exemptions.</p>	<p>Existing law authorizes the Department of Motor Vehicles to renew the registration of a vehicle upon the payment of the proper fees. Existing law requires the department to notify the registered owner of each vehicle, except as specified, of the date that the registration renewal fees for the vehicle are due. Existing law generally exempts vehicles that are owned by certain persons, including disabled veterans, former American prisoners of war, and recipients of the Congressional Medal of Honor, from fees imposed under the Vehicle Code, except as specified. This bill would also exempt those vehicles from any other fees that are assessed as part of the registration renewal fee, as stated in the registration renewal notice mailed by the department.</p> <p>Amended: 3/25/2019</p>	Assembly 2 year	Watch
<p><a href="#">AB 553</a> (<a href="#">Melendez R</a>)</p> <p>High-speed rail bonds: housing.</p>	<p>The California High-Speed Rail Act creates the High-Speed Rail Authority to develop and implement a high-speed rail system in the state. The Safe, Reliable High-Speed Passenger Train Bond Act for the 21st Century, approved by the voters as Proposition 1A at the November 4, 2008, general election, provides for the issuance of \$9 billion in general obligation bonds for high-speed rail purposes and \$950 million for other related rail purposes. Article XVI of the California Constitution requires measures authorizing general obligation bonds to specify the single object or work to be funded by the bonds and further requires a bond act to be approved by a 2/3 vote of each house of the Legislature and a</p>	Assembly Transportation	Watch

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	<p>majority of the voters. This bill would provide that no further bonds shall be sold for high-speed rail purposes pursuant to the Safe, Reliable High-Speed Passenger Train Bond Act for the 21st Century, except as specifically provided with respect to an existing appropriation for high-speed rail purposes for early improvement projects in the Phase I blended system. The bill, subject to the above exception, would require redirection of the unspent proceeds received from outstanding bonds issued and sold for other high-speed rail purposes before the effective date of these provisions, upon appropriation, for use in retiring the debt incurred from the issuance and sale of those outstanding bonds. The bill, subject to the above exception, would also require the net proceeds of other bonds subsequently issued and sold under the high-speed rail portion of the bond act to be made available, upon appropriation, to the Department of Housing and Community Development's Multifamily Housing Program. The bill would make no changes to the authorization under the bond act for issuance of \$950 million for rail purposes other than high-speed rail. These provisions would become effective only upon approval by the voters at the next statewide general election. This bill contains other related provisions.</p> <p>Amended: 3/13/2019</p>		
<p><a href="#">AB 752</a> (<a href="#">Gabriel D</a>)</p> <p>Public transit: transit stations: lactation rooms.</p>	<p>Existing law requires the airport manager of an airport operated by a city, county, city and county, or airport district that conducts commercial operations and that has more than one million enplanements a year, or upon new terminal construction or the replacement, expansion, or renovation of an existing terminal, to provide a room or other location at each airport terminal behind the airport security screening area for members of the public to express breast milk in private. This bill would require a multimodal transit station that meets certain criteria, including that it has an enclosed waiting room of an unspecified size, or a transit station that is proposed to serve California's high-speed rail system, that commences operations or a renovation on or after January 1, 2021, to include a lactation room. To the extent the bill imposes additional duties on a local agency, the bill would impose a state-mandated local program. This bill contains other related provisions and other existing laws.</p> <p>Amended: 4/11/2019</p>	<p>Assembly Appropriations Suspense File</p> <p>5/16/2019 Upon adjournment of Session - State Capitol, Room 4202 ASSEMBLY APPROPRIATIONS SUSPENSE, GONZALEZ, Chair</p>	<p>Watch</p>
<p><a href="#">AB 1486</a> (<a href="#">Ting D</a>)</p> <p>Local agencies: surplus land.</p>	<p>(1) Existing law prescribes requirements for the disposal of surplus land by a local agency. Existing law defines "local agency" for these purposes as every city, county, city and county, and district, including school districts of any kind or class, empowered to acquire and hold real property. Existing law defines "surplus land" for these purposes as land owned by any local agency that is determined to be no longer necessary for the agency's use, except property being held by the agency for the purpose of exchange. Existing law defines "exempt surplus land" to mean land that is less than 5,000 square feet in area, less than the applicable minimum legal residential building lot size, or has no record access and is</p>	<p>Assembly Appropriations</p> <p>5/16/2019 Upon adjournment of Session - State Capitol, Room 4202 ASSEMBLY APPROPRIATIONS, GONZALEZ, Chair</p>	<p>Watch</p>

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	<p>less than 10,000 square feet in area, and that is not contiguous to land owned by a state or local agency and used for park, recreational, open-space, or affordable housing. This bill would expand the definition of “local agency” to include sewer, water, utility, and local and regional park districts, joint powers authorities, successor agencies to former redevelopment agencies, housing authorities, and other political subdivisions of this state and any instrumentality thereof that is empowered to acquire and hold real property, thereby requiring these entities to comply with these requirements for the disposal of surplus land. The bill would specify that the term “district” includes all districts within the state, and that this change is declaratory of existing law. The bill would revise the definition of “surplus land” to mean land owned by any local agency that is not necessary for the agency’s governmental operations, except property being held by the agency expressly for the purpose of exchange for another property necessary for its governmental operations and would define “governmental operations” to mean land that is being used for the express purpose of agency work or operations, as specified. The bill would provide that land is presumed to be surplus land when a local agency initiates an action to dispose of it. The bill would provide that “surplus land” for these purposes includes land held in the Community Redevelopment Property Trust Fund and land that has been designated in the long-range property management plan, either for sale or for retention, for future development, as specified. The bill would also broaden the definition of “exempt surplus land” to include specified types of lands. This bill contains other related provisions and other existing laws.</p> <p>Amended: 4/11/2019</p>		
<p><a href="#">ACA 1 (Aguiar-Curry D)</a></p> <p>Local government financing: affordable housing and public infrastructure: voter approval.</p>	<p>(1)The California Constitution prohibits the ad valorem tax rate on real property from exceeding 1% of the full cash value of the property, subject to certain exceptions. This measure would create an additional exception to the 1% limit that would authorize a city, county, city and county, or special district to levy an ad valorem tax to service bonded indebtedness incurred to fund the construction, reconstruction, rehabilitation, or replacement of public infrastructure, affordable housing, or permanent supportive housing, or the acquisition or lease of real property for those purposes, if the proposition proposing that tax is approved by 55% of the voters of the city, county, or city and county, as applicable, and the proposition includes specified accountability requirements. The measure would specify that these provisions apply to any city, county, city and county, or special district measure imposing an ad valorem tax to pay the interest and redemption charges on bonded indebtedness for these purposes that is submitted at the same election as this measure. This bill contains other related provisions and other existing laws.</p> <p>Amended: 3/18/2019</p>	<p>Assembly Appropriations Suspense File</p> <p>5/16/2019 Upon adjournment of Session - State Capitol, Room 4202 ASSEMBLY APPROPRIATIONS SUSPENSE, GONZALEZ, Chair</p>	<p>Recommend Support</p>

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<p><a href="#">SB 1</a> (<a href="#">Atkins D</a>)</p> <p>California Environmental, Public Health, and Workers Defense Act of 2019.</p>	<p>(1)The federal Clean Air Act regulates the discharge of air pollutants into the atmosphere. The federal Clean Water Act regulates the discharge of pollutants into water. The federal Safe Drinking Water Act establishes drinking water standards for drinking water systems. The federal Endangered Species Act of 1973 generally prohibits activities affecting threatened and endangered species listed pursuant to that act unless authorized by a permit from the United States Fish and Wildlife Service or the National Marine Fisheries Service, as appropriate. This bill would require specified agencies to take prescribed actions regarding certain federal requirements and standards pertaining to air, water, and protected species, as specified. By imposing new duties on local agencies, this bill would impose a state-mandated local program. This bill contains other related provisions and other existing laws.</p> <p>Amended: 4/11/2019</p>	<p>Senate Appropriations</p> <p>5/13/2019 10 a.m. - John L. Burton Hearing Room (4203) SENATE APPROPRIATIONS, PORTANTINO, Chair</p>	<p>Watch</p>
<p><a href="#">SB 4</a> (<a href="#">McGuire D</a>)</p> <p>Housing.</p>	<p>(1)The Planning and Zoning Law requires a city or county to adopt a general plan for land use development within its boundaries that includes, among other things, a housing element. Existing law requires an attached housing development to be a permitted use, not subject to a conditional use permit, on any parcel zoned for multifamily housing if at least certain percentages of the units are available at affordable housing costs to very low income, lower income, and moderate-income households for at least 30 years and if the project meets specified conditions relating to location and being subject to a discretionary decision other than a conditional use permit. Existing law provides for various incentives intended to facilitate and expedite the construction of affordable housing. This bill would authorize a development proponent of a neighborhood multifamily project or eligible transit-oriented development (TOD) project located on an eligible parcel to submit an application for a streamlined, ministerial approval process that is not subject to a conditional use permit. The bill would define a “neighborhood multifamily project” to mean a project to construct a multifamily unit of up to 2 residential dwelling units in a nonurban community, as defined, or up to 4 residential dwelling units in an urban community, as defined, that meets local height, setback, and lot coverage zoning requirements as they existed on July 1, 2019. The bill would define an “eligible TOD project” as a project located in an urban community, as defined, that meets specified height requirements, is located within 1/2 mile of an existing or planned transit station parcel or entrance, and meets other floor area ratio, density, parking, and zoning requirements. The bill also requires an eligible TOD project development proponent to develop a plan that ensures transit accessibility to the residents of the development in coordination with the applicable local transit agency. The bill would require specified TOD projects to comply with specified affordability, prevailing wage, and skilled and trained workforce requirements. The bill would also define “eligible parcel” to mean a parcel located within a city or county that has unmet regional housing needs and has produced fewer housing units than jobs over a specified period; is</p>	<p>Senate 2 year</p>	<p>Watch</p>



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	<p>zoned to allow residential use and qualifies as an infill site; is not located within a historic district, coastal zone, very high fire hazard severity zone, or a flood plain; the development would not require the demolition of specified types of affordable housing; the parcel is not eligible for development under existing specified transit-oriented development authorizations; and the parcel in question has been fully reassessed on or after January 1, 2021, to reflect its full cash value, following a change in ownership. This bill contains other related provisions and other existing laws.</p> <p>Amended: 4/10/2019</p>		
<p><b>SB 5 (Beall D)</b></p> <p>Affordable Housing and Community Development Investment Program.</p>	<p>Existing property tax law requires the county auditor, in each fiscal year, to allocate property tax revenue to local jurisdictions in accordance with specified formulas and procedures, subject to certain modifications. Existing law requires an annual reallocation of property tax revenue from local agencies in each county to the Educational Revenue Augmentation Fund (ERAF) in that county for allocation to specified educational entities. This bill would establish in state government the Affordable Housing and Community Development Investment Program, which would be administered by the Affordable Housing and Community Development Investment Committee. The bill would authorize a city, county, city and county, joint powers agency, enhanced infrastructure financing district, affordable housing authority, community revitalization and investment authority, transit village development district, or a combination of those entities, to apply to the Affordable Housing and Community Development Investment Committee to participate in the program and would authorize the committee to approve or deny plans for projects meeting specific criteria. The bill would also authorize certain local agencies to establish an affordable housing and community development investment agency and authorize an agency to apply for funding under the program and issue bonds, as provided, to carry out a project under the program. This bill contains other related provisions and other existing laws.</p> <p>Amended: 4/23/2019</p>	<p>Senate Appropriations Suspense File</p> <p>5/16/2019 Upon adjournment of Session - John L. Burton Hearing Room (4203) SENATE APPROPRIATIONS SUSPENSE, PORTANTINO, Chair</p>	<p>Watch</p>
<p><b>SB 43 (Allen D)</b></p> <p>Carbon taxes.</p>	<p>The California Global Warming Solutions Act of 2006 designates the State Air Resources Board as the state agency charged with monitoring and regulating sources of emissions of greenhouse gases. The state board is required to approve a statewide greenhouse gas emissions limit equivalent to the statewide greenhouse gas emissions level in 1990 to be achieved by 2020 and to ensure that statewide greenhouse gas emissions are reduced to at least 40% below the 1990 level by 2030. This bill would require the state board, in consultation with the California Department of Tax and Fee Administration, to submit a report to the Legislature on the results of a study, as specified, to propose, and to determine the feasibility and practicality of, a system to replace the tax imposed pursuant to the Sales and Use Tax Law with an assessment on retail products sold or used in the</p>	<p>Senate Appropriations</p> <p>5/13/2019 10 a.m. - John L. Burton Hearing Room (4203) SENATE APPROPRIATIONS, PORTANTINO, Chair</p>	<p>Watch</p>

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	<p>state based on the carbon intensity of the product to encourage the use of less carbon-intensive products. The bill would require the state board to revise, as necessary, the 2017 scoping plan to reflect the carbon emission reduction benefits that may be realized through the imposition of the assessment based on carbon intensities of products and to consider the results of the study in future updates to the scoping plan. This bill contains other existing laws.</p> <p>Amended: 4/29/2019</p>		
<p><a href="#">SB 50</a> (<a href="#">Wiener D</a>)</p> <p>Planning and zoning: housing development: incentives.</p>	<p>Existing law, known as the Density Bonus Law, requires, when an applicant proposes a housing development within the jurisdiction of a local government, that the city, county, or city and county provide the developer with a density bonus and other incentives or concessions for the production of lower income housing units or for the donation of land within the development if the developer, among other things, agrees to construct a specified percentage of units for very low, low-, or moderate-income households or qualifying residents. This bill would require a city, county, or city and county to grant upon request an equitable communities incentive when a development proponent seeks and agrees to construct a residential development, as defined, that satisfies specified criteria, including, among other things, that the residential development is either a job-rich housing project or a transit-rich housing project, as those terms are defined; the site does not contain, or has not contained, housing occupied by tenants or accommodations withdrawn from rent or lease in accordance with specified law within specified time periods; and the residential development complies with specified additional requirements under existing law. The bill would require that a residential development eligible for an equitable communities incentive receive waivers from maximum controls on density and minimum controls on automobile parking requirements greater than 0.5 parking spots per unit, up to 3 additional incentives or concessions under the Density Bonus Law, and specified additional waivers if the residential development is located within a 1/2-mile or 1/4-mile radius of a major transit stop, as defined. The bill would authorize a local government to modify or expand the terms of an equitable communities incentive, provided that the equitable communities incentive is consistent with these provisions. This bill contains other related provisions and other existing laws.</p> <p>Amended: 5/1/2019</p>	<p>Senate Appropriations</p> <p>5/13/2019 10 a.m. - John L. Burton Hearing Room (4203) SENATE APPROPRIATIONS, PORTANTINO, Chair</p>	<p>Watch</p>
<p><a href="#">SB 128</a> <a href="#">Beall D</a></p> <p>Enhanced infrastructure</p>	<p>Existing law authorizes the legislative body of a city or a county to establish an enhanced infrastructure financing district, with a governing body referred to as a public financing authority, to finance public capital facilities or other specified projects of communitywide significance. Existing law requires a public financing authority to adopt an infrastructure financing plan and hold a public hearing on the plan, as specified. Existing law authorizes the public financing authority to issue bonds for these purposes upon approval by 55% of</p>	<p>Senate Transportation Committee.</p>	<p>Recommend Support</p>

## Peninsula Corridor Joint Powers Board State Legislative Matrix as of 5/14/19

financing districts: bonds: issuance.	the voters voting on a proposal to issue the bonds. Existing law requires the proposal submitted to the voters by the public financing authority and the resolution for the issuance of bonds following approval by the voters to include specified information regarding the bond issuance. This bill would instead authorize the public financing authority to issue bonds for these purposes without submitting a proposal to the voters. The bill would require the resolution to issue bonds to contain specified information related to the issuance of the bonds. The bill would also require the public financing authority to hold three public hearings on an enhanced infrastructure financing plan, as specified. The bill would also make conforming changes.		
<a href="#">SB 146</a> (Beall D)  Peninsula Rail Transit District.	Existing law, operative under certain conditions, redesignates the Peninsula Corridor Study Joint Powers Board as the Peninsula Rail Transit District, comprised of 9 members appointed from various governing bodies situated in the City and County of San Francisco and the Counties of San Mateo and Santa Clara, with specified powers. This bill would repeal the provisions relating to the Peninsula Rail Transit District.  Introduced: 1/18/2019	Assembly Transportation	Watch
<a href="#">SB 147</a> (Beall D)  High-Speed Rail Authority.	The California High-Speed Rail Act creates the High-Speed Rail Authority to develop and implement a high-speed train system in the state, with specified powers and duties. Existing law authorizes the authority, among other things, to keep the public informed of its activities. This bill would revise that provision to instead authorize the authority to keep the public informed through activities, including, but not limited to, community outreach events, public information workshops, and newsletters posted on the authority's internet website.  Introduced: 1/18/2019	Assembly Transportation	Watch
<a href="#">SB 277</a> (Beall D)  Road Maintenance and Rehabilitation Program: guidelines.	Under existing law, the California Transportation Commission allocates various state and federal transportation funds through specified state programs to local and regional transportation agencies to implement projects consistent with the requirements of those programs. The Road Repair and Accountability Act of 2017 continuously appropriates \$200,000,000 annually from the Road Maintenance and Rehabilitation Account for allocation by the commission to local or regional transportation agencies that have sought and received voter approval of taxes or that have imposed certain fees, which taxes or fees are dedicated solely to transportation improvements. Existing law requires the commission, in cooperation with the Department of Transportation, transportation planning agencies, county transportation commissions, and other local agencies, to develop guidelines for the allocation of those moneys, and authorizes the commission to amend the adopted guidelines after conducting at least one public hearing. This bill would require the commission, in cooperation with those same entities, to biennially update the guidelines with final approval of the update occurring on or before January 1 of each even-numbered	Assembly Desk	Watch

## Peninsula Corridor Joint Powers Board State Legislative Matrix as of 5/14/19

	<p>year. The bill would require the commission to publicly release a draft of the proposed update at least 6 months before the January 1 final approval deadline, to provide for a 90-day public comment period on the draft, and to conduct at least 2 public hearings about the draft. In order to amend the guidelines, the bill would require the commission to publicly release a draft of the proposed amendment at least 3 months before the amendment is adopted, to provide for a 90-day public comment period on the amendment, and to conduct an additional public hearing.</p> <p>Amended: 3/18/2019</p>		
<p><a href="#">SB 279</a> (<a href="#">Galgiani D</a>)</p> <p>High-Speed Rail Authority: supplemental business plan.</p>	<p>The California High-Speed Rail Act creates the High-Speed Rail Authority to develop and implement a high-speed rail system in the state. The Safe, Reliable High-Speed Passenger Train Bond Act for the 21st Century, approved by the voters as Proposition 1A at the November 4, 2008, general election, provides for the issuance of \$9 billion in general obligation bonds for high-speed rail purposes and \$950 million for other related rail purposes. Existing law requires the authority to prepare, publish, adopt, and submit to the Legislature a business plan containing specified elements, by May 1, 2014, and every 2 years thereafter. This bill would require the authority to develop and adopt a supplemental business plan for the estimated cost of completing the section of the high-speed rail system located between the City of Merced and the northern end of the initial operating segment in the County of Madera on or before February 1, 2020, and submit the supplemental business plan to the Director of Finance, a specified peer review group, and certain legislative committees.</p> <p>Amended: 3/27/2019</p>	<p>Senate 2 year</p>	<p>Watch</p>

**Total Measures: 18**

**Total Tracking Forms: 18**

**PENINSULA CORRIDOR JOINT POWERS BOARD  
STAFF REPORT**

TO: Joint Powers Board

THROUGH: Jim Hartnett  
Executive Director

FROM: Michelle Bouchard  
Chief Operating Officer, Caltrain

SUBJECT: **CALTRAIN BUSINESS PLAN – MONTHLY UPDATE COVERING MAY 2019**

**ACTION**

Staff Coordinating Council recommends the Board of Directors (Board) receive the attached memo providing an update on Caltrain Business Plan activities and progress during May of 2019.

**SIGNIFICANCE**

Peninsula Corridor Joint Powers Board (JPB) staff has prepared the attached memo describing project activities and outreach related to the Caltrain Business Plan that occurred during May of 2019.

Staff will provide the JPB with written monthly memos and presentation materials on a monthly basis throughout the duration of the Business Plan project. These written updates will periodically be supplemented by a full presentation to the Board.

**BUDGET IMPACT**

There is no budget impact associated with receiving this memo.

**BACKGROUND**

In 2017, the JPB secured full funding for the Peninsula Corridor Electrification Project and issued notices to proceed to its contractors for corridor electrification and purchase of Electric Multiple Unit railcars. Now that construction on this long-awaited project is underway, the agency has the opportunity to articulate a long-term business strategy for the future of the system.

The initial concept for a Caltrain “Business Plan” was brought to the Board in April of 2017. The Board reviewed a draft scope of work for the Business Plan in December of 2017 and adopted a final Business Strategy and Scope of Work in February of 2018. The Business Plan has been scoped to include long-range demand modeling, and service and infrastructure planning, as well as organizational analysis and an assessment of Caltrain’s interface with the communities it traverses. It is an extensive planning effort that includes outreach in multiple venues. The plan will be completed in 2019.

# PROJECT UPDATE

The following is one in a series of monthly project updates for the Caltrain Business Plan. These updates provide a high level summary of project activities and progress and are paired, when applicable, with a presentation that reflects project materials and messaging shared with stakeholder groups during the subject month. The following “May” update covers work completed in late April of 2019 and May of 2019.

## ONGOING TECHNICAL WORK

Through spring of 2019 the Caltrain Business Plan team continued intensive technical work on the plan. May was a quarterly update month where summary presentations of plan material were made to various stakeholder and public groups. New technical material was discussed with the Project Partner Committee but the CSCG and LPMG were cancelled and there was no new technical information presented publicly.

The following additional technical analysis is ongoing and will be presented in June;

- Continued service planning work including
  - Initiation of dynamic simulation of all service concepts
  - Exploration of additional service concepts and variations including integration options with the larger mega-regional rail network
- Specification and quantification of capital investments needed to support service scenarios including track and system upgrades, station modifications, fleet and support facilities and grade crossing improvements and separations
- Finalization of key inputs and assumptions into the integrated business model including the calculation of key operating and maintenance costs
- Ongoing organizational assessment work specifying key railroad functionalities, mapping of Caltrain organization and analysis of national and international comparison railroads as well as development of preliminary organizational recommendations
- Ongoing community interface documentation and development of comparison corridor case studies

## MEETINGS AND OUTREACH

The following major stakeholder and public meetings occurred in late April and May;

- Update to the Bay Area Council (April 24<sup>th</sup>)
- Update to the Silicon Valley Leadership Group (May 1)
- Update to the Silicon Valley Regional Rail Working Group ( May 3)
- Redwood City Council (May 6)
- Project Partner General Manager Group (May 7)
- MTC Programming and Allocations Committee (May 8)
- Code for San Francisco- Data Visualization Event (May 8)
- VTA Policy Advisory Committee (May 9)
- Business Plan Ad Hoc Committee (May 13)
- Palo Alto City Council Meeting (May 13)
- APA Event – Future of the Peninsula Corridor (May 14)
- Business Plan Stakeholder Advisory Group (May 15)
- Caltrain Citizen Advisory Committee (May 15)
- Caltrain Bicycle Advisory Committee (May 16)

In addition to public meetings, the Business Plan team also completed the second round of individual meetings with staff from each of the 21 local jurisdictions along the Caltrain corridor. Finalized “booklets” for each jurisdiction on the corridor have been developed and are available to the public under the “resources” tab at [www.caltrain2040.org](http://www.caltrain2040.org)

The Project Partner Committee (PPC) held its regular, full meeting on May 7.

## NEXT STEPS

The first part of the Business Plan is focused on the development of a long-range service vision for the railroad accompanied by an assessment of the community-corridor interface and the Caltrain organization. **The Business Plan team intends to bring a full set of draft materials related to the selection of a long range vision to the Board at their July 11 for their consideration. Based on feedback received at the meeting and from stakeholders and the public, staff will return to the Board to ask them to take action at a subsequent meeting.**

The remainder of the project will be focused on the creation of the implementation plan, including a detailed business plan and funding approach. The Business Plan team will continue to provide monthly updates throughout the Business Plan. Over the next several months the team will provide significant updates on further service planning details, ridership projections, and capital and operating costs associated with each scenario.

**PENINSULA CORRIDOR JOINT POWERS BOARD**  
**STAFF REPORT**

TO: Joint Powers Board

THROUGH: Jim Hartnett  
Executive Director

FROM: Michelle Bouchard  
Chief Operating Officer, Rail

SUBJECT: **CAPITAL PROJECTS QUARTERLY STATUS REPORT –  
3<sup>RD</sup> QUARTER FISCAL YEAR 2019**

**ACTION**

Staff Coordinating Council recommends the Board receive the Capital Projects Quarterly Status Report link to report:

[http://www.caltrain.com/Assets/\\_Finance/Quarterly+Capital+Program+Status+Report/JPB/Quarterly+Report+FY19+Q3.pdf](http://www.caltrain.com/Assets/_Finance/Quarterly+Capital+Program+Status+Report/JPB/Quarterly+Report+FY19+Q3.pdf)

**SIGNIFICANCE**

The Capital Projects Quarterly Status Report is submitted to keep the Board advised as to the scope, budget and progress of current ongoing capital projects.

**BUDGET IMPACT**

There is no impact on the budget.

**BACKGROUND**

Staff prepares the Capital Projects Quarterly Status Report for the Board on a quarterly basis. The report is a summary of the scope, budget and progress of capital projects. It is being presented to the Board for informational purposes and is intended to better inform the Board of the capital project status.

Prepared by: Gordon Hail, Cost Engineer

650.508.7795



PENINSULA CORRIDOR JOINT POWERS BOARD  
STAFF REPORT

TO: Joint Powers Board

THROUGH: Jim Hartnett  
Executive Director

FROM: Carter Mau  
Deputy General Manager

SUBJECT: **APPROVAL OF COUNTY LAW ENFORCEMENT SECOND, ONE YEAR OPTION  
EXTENSION**

**ACTION**

Staff Coordinating Council recommends the Board:

1. Authorize the Executive Director, or his designee, to amend the Law Enforcement Services Agreement between the San Mateo County Transit District (District), the Peninsula Corridor Joint Powers Board (JPB) and the County of San Mateo (County) for law enforcement services, extending the term through June 30, 2020, and making adjustments to the scope of services and payment provisions, for an estimated amount of \$5,616,106 through June 30, 2020, with the understanding that the PCJPB proportional share for the costs of services is estimated at \$4,380,562 and the balance of the costs will be paid by the District;
2. Authorize the Executive Director, or his designee, to take such further actions as may be required.

**SIGNIFICANCE**

The Law Enforcement Services Agreement was awarded in August, 2015 for a three-year base term, with two one-year options. Staff recommends exercising the second of the one-year option terms to provide services for Fiscal Year (FY) 2020, at an estimated cost of \$4,380,562.

**BUDGET IMPACT**

The original Law Enforcement Services Agreement combined services of both the Sheriff's Department and the County 911 Communications Center for a three-year base term with a total contract capacity of \$15,333,925. The cost of these law enforcement services for FY2020 is \$5,616,106, which is shared between the District and the JPB. The JPB's share of this FY2020 cost is \$4,380,562.

## **BACKGROUND**

In 2004, the District, on its behalf and on behalf of the JPB, entered into an agreement with the County for the provision of law enforcement services and related communications services for both bus operations and rail operations, with the JPB and District providing proportionate funding for the services provided to each respective agency. In 2015, for a variety of reasons, including efficiency of operations, comprehensiveness of services and ease in administration of the agreement, the Law Enforcement Services Agreement between the District and the County was changed to include the JPB as a separate party. The agreement was authorized by the Boards of Directors of both the District and the JPB, and costs of services were separated out with the JPB paying 78 percent of the total costs and the District paying 22 percent.

The JPB's cost-share is higher than the District's because of the highly specialized nature of the rail response services, requiring significantly more of the County's law enforcement services than the bus operations, as well as the broader geographical area the County covers for Caltrain.

Under the Law Enforcement Services Agreement, the County coordinates all requests for police service, collision investigations, police reports and similar functions. Benefits to the Agencies include explosive-detecting K 9 units, crime scene investigation and criminal forensics, coroner's services, and backup personnel as required.

The amended Law Enforcement Services Agreement is the result of negotiations between Staff and the San Mateo County Sheriff.

Staff is currently developing a Request for Proposals (RFP) to procure these services at the end of the proposed extension term. An Evaluation Committee composed of qualified staff from Bus Operations, Rail Operations, Safety & Security departments and possibly include outside Subject Matter Experts will review, score and rank the proposals in accordance with weighted criteria that will be set forth in the RFP. Results of the procurement will be brought back to the Board at the appropriate time.

Acting Deputy Director Safety and Security: Ben Burns,

650.622.7820

**RESOLUTION NO. 2019 –**

**BOARD OF DIRECTORS, PENINSULA CORRIDOR JOINT POWERS BOARD  
STATE OF CALIFORNIA**

\* \* \*

**AUTHORIZING AMENDMENT OF AN AGREEMENT WITH THE COUNTY OF SAN MATEO FOR  
LAW ENFORCEMENT SERVICES FOR AN ESTIMATED AMOUNT OF \$4,380,563**

**WHEREAS**, in 2004, the San Mateo County Transit District (District), on its behalf and on behalf of the Peninsula Corridor Joint Powers Board (JPB)(collectively "Agencies"), entered into an agreement with the County of San Mateo (County) for the provision of law enforcement services and related communications services for both bus operations and rail operations, with the JPB and District providing proportionate funding for the services provided to its respective agency; and

**WHEREAS**, in 2015, for a variety of reasons, including efficiency of operations, comprehensiveness of services and ease in administration of the agreement, a single contract (Law Enforcement Services Agreement) between the District, the County and the JPB was authorized by the JPB's and District's respective Boards of Directors, with the JPB paying 78 percent of the total costs and the District paying 22 percent, for services provided; and

**WHEREAS**, the first option term of the Law Enforcement Services Agreement is set to expire on May 31, 2019, and the Agencies have the option to extend the contract term for one additional one-year period; and

**WHEREAS**, the Agencies desire that the County continue to provide these essential services; and

**WHEREAS**, the Staff Coordinating Council recommends that the Board authorize amendment of the Law Enforcement Services Agreement, exercising the second one-year option term to extend the Agreement through June 30, 2020, and making

adjustments to the scope of services and payment provisions, with costs to be based on actual costs to the County to provide the services, in an estimated amount \$5,616,106 through June 30, 2020, with the understanding that the JPB's proportional share for the costs of services during the extension term is estimated at \$4,380,563 with the balance of the costs to be paid by the District.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Directors of the Peninsula Corridor Joint Powers Board hereby:

1. Authorizes the Executive Director, or his designee, to amend the Law Enforcement Services Agreement between the District, the JPB and the County for law enforcement services, extending the term through June 30, 2020, for an estimated amount of \$5,616,106 through June 30, 2020, with the understanding that the JPB's proportional share for the costs of services is estimated at \$4,380,563 and the balance of the costs will be paid by the District; and
2. Authorizes the Executive Director, or his designee, to take such further actions as may be required to give effect to this Resolution.

Regularly passed and adopted this 6<sup>th</sup> day of June, 2019 by the following vote:

AYES:

NOES:

ABSENT:

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Chair, Peninsula Corridor Joint Powers Board

ATTEST:

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JPB Secretary

**PENINSULA CORRIDOR JOINT POWERS BOARD  
STAFF REPORT**

TO: Joint Powers Board

THROUGH: Jim Harnett  
Executive Director

FROM: Michelle Bouchard  
Chief Operating Officer, Rail

SUBJECT: **AMENDMENT TO INCREASE THE FISCAL YEAR 2019 CAPITAL BUDGET BY \$60,000 FROM \$301,886,255 TO \$301,946,255 FOR THE SOUTH LINDEN AVENUE AND SCOTT STREET GRADE SEPARATION PLANNING STUDY**

**ACTION**

Staff Coordinating Council recommends the Board increase the Peninsula Corridor Joint Powers Board (JPB) Fiscal Year (FY) 2019 Capital Budget by \$60,000, from \$301,886,255 to \$301,946,255 to reflect the receipt and expenditure of \$60,000 from the City of San Bruno (City) for the South Linden Avenue and Scott Street Grade Separation Planning Study (Study).

**SIGNIFICANCE**

This action increases the FY 2019 Capital Budget so the JPB is able to accept \$60,000 from the City and fund additional traffic analysis requested by the City for the Study.

**BUDGET IMPACT**

The South Linden and Scott Street Grade Separation Planning Study was approved by the Board in FY 2016. This request increased the Board Authority for this project from \$765,349 to \$825,3549.

No JPB member agency funds are budgeted for the work associated with this additional analysis for the Study. The City is solely responsible for obtaining and providing all funding required for the additional scope of work. Additionally, the City is responsible for any costs that exceed the \$60,000 set aside for the analysis.

**BACKGROUND**

The Study is governed by a four-party memorandum of understanding (MOU) which was executed on April 20, 2016 by the San Mateo County Transportation Authority (TA), the JPB, the City of South San Francisco, and the City. As part of the MOU, the TA provided \$650,000 in funding, while the City of South San Francisco provided an additional \$100,000 for a total of \$750,000.

During the development of the original scope of the MOU for the Study, a high-level traffic analysis was included based on previous studies and some additional information. However, when the closure of Scott Street became a possible alternative, the San Bruno City Council requested that further traffic analysis be conducted to ensure the community is fully informed as alternatives are considered.

The Study has been significantly delayed due to the City's request for additional traffic analysis and the need to identify City funding available for the extra work.

The JPB and the City will execute a separate side agreement that refers back to the MOU but does not involve the TA or the City of South San Francisco because the proposed scope for the additional traffic study only involves the City.

The findings of the traffic analysis will be presented at a San Bruno-only community meeting, which is tentatively scheduled for August 27, 2019. Following the community meeting, the evaluation of alternatives can resume.

South Linden Avenue in the South San Francisco and Scott Street in San Bruno together were ranked the fifth highest priority for grade separation projects in the California Public Utilities Commission's *California Grade Separation Program Priority List* (for State Fiscal Year 2017-2018).

In 2004, San Mateo County voters reauthorized Measure A – a ½ cent sales transportation tax in San Mateo County – from 2009 through 2033. The measure provided \$225 million in funding for grade separations within San Mateo County. Measure A is the primary funding source for the Study.

No costs have been incurred by the JPB or its member agencies for the Study.

Prepared By: Daniel Krause, Principal Planner, Caltrain Planning

650.508.7907

**RESOLUTION NO. 2019 –**

**BOARD OF DIRECTORS, PENINSULA CORRIDOR JOINT POWERS BOARD  
STATE OF CALIFORNIA**

**\* \* \***

**AMENDING TO INCREASE THE FISCAL YEAR 2019 CAPITAL BUDGET BY \$60,000  
FROM \$301,886,255 TO \$301,946,255  
FOR THE SOUTH LINDEN AVENUE AND SCOTT STREET GRADE SEPARATION PLANNING STUDY**

**WHEREAS**, on April 20, 2016, the City of San Bruno (City), the City of South San Francisco, the Peninsula Corridor Joint Powers Board (JPB), and the San Mateo County Transportation Authority (TA) entered into a memorandum of understanding (MOU) to complete the planning phase for the South Linden Avenue and Scott Street Grade Separations, which are located in South San Francisco and the City, respectively; and

**WHEREAS**, the JPB currently is the lead agency for the South Linden Avenue and Scott Street Grade Separation Planning Study (Study); and

**WHEREAS**, the City has requested that JPB conduct additional traffic analysis of potential traffic impacts of the alternatives currently being examined for the Scott Street grade crossing by expanding the scope of work of the Study; and

**WHEREAS**, the City has approved \$60,000 for additional traffic analysis for the Study, which is based on an engineer's estimate conducted by JPB; and

**WHEREAS**, the JPB and the City will execute a two-party agreement for the funding of the additional traffic analysis that is separate from, but references, the four-party MOU created for the Study; and

**WHEREAS**, the Executive Director recommends and the Staff Coordinating Council concurs that the Board of Directors amend the Fiscal Year 2019 Capital Budget

to increase it by \$60,000, from **\$301,886,255** to **\$301,946,255**, to reflect the receipt and expenditure of additional funds from the City for the Study.

**BE IT RESOLVED**, that the Board of Directors of the Peninsula Corridor Joint Powers Board hereby amends the Fiscal Year 2019 Capital Budget to increase it by \$60,000, from \$301,886,255 to \$301,946,255, to reflect the receipt and expenditure of \$60,000 from the City of San Bruno for the South Linden Avenue and Scott Street Grade Separation Planning Study.

Regularly passed and adopted this 6th day of June, 2019 by the following vote:

AYES:

NOES:

ABSENT:

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Chair, Peninsula Corridor Joint Powers Board

ATTEST:

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JPB Secretary



Item #	PROJECT TITLE / Description	Previously Programmed	Proposed BUDGET	Federal Funds	State Funds	STA SOGR Funds	Members			Member Funds	Others		Other Funds	Total Funds
							SF	SM	VTA		Federal	Non-Federal		
<b>i. SOGR</b>														
<b>Right of Way</b>														
1	Guadalupe River Bridge Replacement	x	3,000,000	2,400,000			600,000			600,000				3,000,000
2	Marin St. & Napoleon Avenue Bridges Rehabilitation	x	540,000	432,000			108,000			108,000				540,000
3	System Wide Track Rehab- SOGR 2019		5,500,000	4,400,000			1,100,000			1,100,000				5,500,000
4	Tunnel 1 & 4 Track and drainage Rehabilitation	x	6,500,000	5,200,000			1,300,000			1,300,000				6,500,000
49	Rensgstorff Avenue Grade Separation- Preliminary <sup>4</sup>		3,500,000							0	3,500,000	3,500,000		3,500,000
50	Broadway Grade Separation- Preliminary <sup>6</sup>		200,000							0	200,000	200,000		200,000
51	So. Linden Ave and Scott St. Grade Separation Planning Study <sup>7</sup>	x	60,000							-	60,000	60,000		60,000
			19,300,000	12,432,000	0	0	3,108,000	0	0	3,108,000	0	3,760,000	3,760,000	19,300,000
<b>Signal &amp; Communications</b>														
5	Signal System SOGR FY19		300,000	240,000			60,000			60,000.00				300,000
6	Railroad COM SOGR FY19		532,000	425,600			106,400			106,400				532,000
			832,000	665,600	0	0	166,400	0	0	166,400	0	0	0	832,000
<b>Rolling Stock</b>														
7	Bombardier Car Mid-Life Overhaul		3,319,948				3,268,650			3,268,650		51,298	51,298	3,319,948
8	Bombardier Car SOGR		267,803		243,206							24,597	24,597	267,803
9	F40 In-Frame Overhaul FY19		1,267,150		728,685		538,465			538,465				1,267,150
10	F40 Locomotive SOGR FY19		366,459					344,397		344,397		22,062	22,062	366,459
11	Gallery Car Mid-Life Overhaul		2,694,057		1,193,602	1,245,276	0	255,179		255,179				2,694,057
12	Gallery Car SOGR	x	792,510					442,579		442,579		349,931	349,931	792,510
13	MP36 Mid-Life Overhaul	x	7,514,100		14,100				7,500,000	7,500,000				7,514,100
14	MP36 SOGR		217,228		65,115			152,113		152,113				217,228
15	Other MOE(Includes CEMOF, minor parts and activities)		500,000								500,000	500,000		500,000
16	Switcher Locomotives SOGR		95,400		95,400									95,400
			17,034,655	0	2,340,108	1,245,276	3,807,115	1,194,268	7,500,000	12,501,383	-	947,888	947,888	17,034,655
<b>Station &amp; Intermodal Access</b>														
17	CCF Quarters		100,000					100,000		100,000				100,000
18	South San Francisco Station Improvement	x	1,300,000								1,300,000	1,300,000		1,300,000
19	System Wide Station Improvements- SOGR	x	500,000		120,143			379,857		379,857	0			500,000
20	Ticket Vending Machine Rehab Program		500,000	180,000	45,000		218,485	43,392		261,877	13,123	13,123		500,000
21	San Francisco Restroom Renovation		200,000				200,000			200,000				200,000
46	Wavside Bike Parking Improvements <sup>2</sup>		4,000,000		3,500,000						500,000	500,000		4,000,000
			6,600,000	180,000	3,665,143	-	418,485	523,249		941,734	-	1,813,123	1,813,123	6,600,000
	<b>Total SOGR</b>		43,766,655	13,277,600	6,005,251	1,245,276	7,500,000	1,717,517	7,500,000	16,717,517	-	6,521,011	6,521,011	43,766,655
<b>ii. LEGAL MANDATES AND REQUIRED ENHANCEMENTS</b>														
22	Transit Asset Management		600,000		316,339			283,661		283,661				600,000
23	Updated SRTP		300,000					239,488		239,488	48,410	12,102	60,512	300,000
24	Personal Credit Information Infrastructure		426,831					426,831		426,831				426,831
			1,326,831	0	316,339	0	0	949,980	0	949,980	48,410	12,102	60,512	1,326,831

Item #	PROJECT TITLE / Description	Previously Programmed	Proposed BUDGET	Federal Funds	State Funds	STA SOGR Funds	Members			Member Funds	Others		Other Funds	Total Funds
							SF	SM	VTA		Federal	Non-Federal		
<b>iii. OPERATIONAL IMPROVEMENTS/ENHANCEMENTS</b>														
25	Clipper CID installation and Relocation plan construction		200,000			0		134,621		134,621		65,379	65,379	200,000
26	FY19 Grade crossing Improvements		400,000			0		352,113		352,113		47,887	47,887	400,000
27	Right of way Fencing		469,000							0		469,000	469,000	469,000
28	Security Network Voip		38,462					38,462		38,462				38,462
29	Security Network Voip-media converter replacement		7,692					7,692		7,692				7,692
30	Security Network Voip- ROW & dist access layer switch		34,615					34,615		34,615				34,615
31	Backup Central Control Facility Office Remodel		900,000					900,000		900,000				900,000
			<b>2,049,769</b>	<b>0</b>	<b>0</b>	<b>-</b>	<b>0</b>	<b>1,467,503</b>	<b>0</b>	<b>1,467,503</b>	<b>-</b>	<b>582,266</b>	<b>582,266</b>	<b>2,049,769</b>
<b>iv. PLANNING/STUDIES</b>														
32	Capital Contingency Funds - Engineering		330,000					330,000		330,000			-	330,000
33	Capital Contingency Funds - Rail		660,000					660,000		660,000			-	660,000
34	Capital Program Management		500,000					500,000		500,000			-	500,000
35	Capital Project Development		500,000					500,000		500,000			-	500,000
36	Grade Crossing Policy Development & Program Management		350,000					350,000		350,000			-	350,000
37	Historic Station Evaluation Study	x	100,000					100,000		100,000			-	100,000
38	Rail Corridor Use Policy	x	100,000					100,000		100,000			-	100,000
39	Regional Rail/ Mega Regional Rail Planning		75,000					75,000		75,000			-	75,000
40	SF Station Building Corrosion Study & Rehab		350,000					350,000		350,000			-	350,000
41	Station Management Toolbox	x	100,000					100,000		100,000			-	100,000
42	Updated Strategic Plan		300,000					300,000		300,000			-	300,000
43	San Jose Diridon Station Planning Project <sup>2</sup>		500,000							-			-	500,000
45	Caltrain Business Plan <sup>2</sup>		2,500,000							-			-	2,500,000
			<b>6,365,000</b>	<b>-</b>	<b>3,000,000</b>	<b>-</b>	<b>-</b>	<b>3,365,000</b>	<b>-</b>	<b>3,365,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>6,365,000</b>
<b>v. CALTRAIN MODERNIZATION</b>														
45	CBOSS / Positive Train Control		51,800,000	42,400,000	1,000,000			2,000,000		2,000,000		6,400,000	6,400,000	51,800,000
47	Broadband Communications <sup>2</sup>		14,000,000		14,000,000					0				14,000,000
48	EMU Procurement <sup>2,3</sup>		182,638,000		144,022,000					0		38,616,000	38,616,000	182,638,000
			<b>248,438,000</b>	<b>42,400,000</b>	<b>159,022,000</b>	<b>0</b>	<b>0</b>	<b>2,000,000</b>	<b>0</b>	<b>2,000,000</b>	<b>0</b>	<b>45,016,000</b>	<b>45,016,000</b>	<b>248,438,000</b>
<b>GRAND TOTAL</b>			<b>301,946,255</b>	<b>55,677,600</b>	<b>168,343,590</b>	<b>1,245,276</b>	<b>7,500,000</b>	<b>9,500,000</b>	<b>7,500,000</b>	<b>24,500,000</b>	<b>48,410</b>	<b>52,131,379</b>	<b>52,179,789</b>	<b>301,946,255</b>

<sup>1</sup> reserves designated for capital use

<sup>2</sup> TIRCP

<sup>3</sup> from other grant funds to be secured between now and FY2021

<sup>4</sup> City of Mountain View Capital Improvement Program

<sup>5</sup> SMCTA

<sup>6</sup> City of Burlingame

<sup>7</sup> City of San Bruno

**PENINSULA CORRIDOR JOINT POWERS BOARD  
STAFF REPORT**

TO: Joint Powers Board

THROUGH: Jim Hartnett  
Executive Director

FROM: Michelle Bouchard  
Chief Operating Officer, Rail

SUBJECT: **ADOPT CALTRAIN SHORT RANGE TRANSIT PLAN FOR FISCAL YEARS 2018 TO 2027**

**ACTION**

Staff Coordinating Council recommends the Board adopt the Caltrain Short Range Transit Plan for Fiscal Years (FY) 2018 – 2027.

**SIGNIFICANCE**

The Metropolitan Transportation Commission (MTC) requires transit agencies in the Bay Area to periodically complete and submit Short Range Transit Plans (SRTP). MTC requires each operator's governing board to review and adopt the SRTP prior to final submission to MTC. Caltrain's last SRTP update was adopted by the Peninsula Corridor Joint Powers Board (JPB) in October 2015 for FY2015 – 2024. MTC requires the JPB to complete and submit another update by spring 2019 for FY2018 – 2027.

The Caltrain SRTP provides an overview of the transit system, goals and performance measures, information on service and system evaluation, and the JPB's operating and capital investment plan across a 10-year planning horizon. This document complies with SRTP requirements per MTC Resolution No. 4276, MTC's most recently-adopted (2017) resolution for SRTPs at the time the proposed SRTP was developed.

The Executive Summary of the proposed SRTP is attached to this staff report, and the full SRTP is available on Caltrain's website at [http://www.caltrain.com/projectsplans/Plans/Short\\_Range\\_Transit\\_Plan.html](http://www.caltrain.com/projectsplans/Plans/Short_Range_Transit_Plan.html).

**BUDGET IMPACT**

Development of the proposed SRTP was funded through the FY2019 Operating Budget. No additional funding is needed for adoption of the SRTP and submission to MTC.

**BACKGROUND**

MTC requires that each Bay Area transit operator prepare an updated SRTP every two to four years, depending on the size of the operator, in order to remain eligible for state and federal funding. This is the first update to the Caltrain SRTP that MTC has required since 2015. The proposed SRTP reflects a baseline, "stay the course" approach to

Caltrain's future – both in terms of the services and projects described as well as the projections of revenues and costs. It is consistent with existing Board-adopted plans and policies. This SRTP's 10-year Operating Plan is consistent with the JPB's FY2020 Operating Budget, which will also be proposed for Board adoption at this June 2019 JPB meeting. While the JPB's Capital Budget that is adopted each year is constrained to available funding, the 10-year Capital Improvement Plan in this SRTP represents the unconstrained capital needs for Caltrain from FY2020 forward.

The JPB completed the updated SRTP in the spring of 2019 while simultaneously proceeding with development of the Caltrain Business Plan, an effort to establish a long-range service vision for the railroad. The extensive planning process for the Caltrain Business Plan commenced in 2018 and is anticipated to be completed by the end of 2019. Once adopted by the Board of Directors, the Business Plan will largely supersede this SRTP and will serve as the record of the JPB's plans for Caltrain going forward. Looking forward, future updates to Caltrain's SRTP (anticipated to be required in the next two to three years by MTC) will be consistent with the adopted Business Plan.

After Board adoption, Caltrain's SRTP will be used by MTC to inform the development of the Regional Transportation Plan and the Transportation Improvement Program and will fulfill key regulatory requirements by the Federal Transit Administration. Additionally, the goals, objectives, and standards in the Caltrain SRTP will serve as a basis for the assessment of Caltrain's performance in MTC's Triennial Performance Audits.

Prepared By: Melissa Jones, Principal Planner, Caltrain Planning

650.295.6852

# Caltrain SRTP FY2018 – FY2027

## Executive Summary

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The following document is a full update of the Caltrain 10-Year Short Range Transit Plan (SRTP) for fiscal years (FY) 2018-2027 produced by the Peninsula Corridor Joint Powers Board (JPB), the entity that owns and operates the Caltrain commuter rail service. The Executive Summary provides an introductory summary of the SRTP, discussing Caltrain's major programs and challenges and highlighting the 10-year operating plan and 10-year capital improvement program (CIP).

### Policy Context

This SRTP follows a set of guidelines prescribed by the Metropolitan Transportation Commission (MTC). SRTPs serve as a management and policy document for Caltrain, as well as a means of providing FTA and MTC with the information necessary to meet regional fund programming and planning requirements. It provides an overview of the transit system, goals and performance measures, information on service and system evaluation, and the JPB's operating and capital investment plan across a 10-year planning horizon. This document complies with SRTP requirements per MTC Resolution No. 4276, the Commission's most recently-adopted (2017) resolution for SRTPs at the time of developing this document for Caltrain.

### Relationship to the Caltrain Business Plan

It is important to note that this is the first update to the SRTP that MTC has required Caltrain to produce since 2015. In spring of 2019, the agency completed this updated SRTP while simultaneously proceeding with development of the Caltrain Business Plan, an effort to establish a long-range service vision for the railroad. The extensive planning process for the Caltrain Business Plan commenced in 2018 and is anticipated to be completed by the end of 2019. Once adopted by the Caltrain Board of Directors, the Business Plan will largely supersede this SRTP and will serve as the record of Caltrain's plans going forward. The completed Caltrain Business Plan will identify a service vision for the railroad through 2040, including train service patterns, infrastructure needs, and estimated costs and outcomes. Overall, it will identify a broader range of choices, services, investments, and changes available to Caltrain. It will also include a business case for the service vision and an implementation plan for achieving it.

Overall, this SRTP reflects a baseline, "stay the course" approach to Caltrain's future – both in terms of the services and projects described as well as the projections of revenues and costs. This update to the

SRTP was required to be completed before the process for developing the Caltrain Business Plan could be concluded. Therefore, this document serves to meet MTC's requirements by providing an update to Caltrain's 2015 SRTP; it is consistent with existing Board-adopted plans and policies as well as the agency's most recently published information on capital and operating plans as of spring 2019, including the JPB's FY2020 Operating Budget. This SRTP's 10-Year Capital Improvement Plan represents the unconstrained needs of the railroad from FY2020 forward; however, each year, the JPB must adopt a fiscally constrained capital budget, including a \$45 million capital budget for FY2020.

## Caltrain Modernization

Both the SRTP and the Caltrain Strategic Plan are structured around the Caltrain Modernization Program (CalMod). Collectively, CalMod encompasses the delivery of a \$1.98 billion package of infrastructure projects to the Caltrain system by FY2022. The CalMod program is codified and funded through a 9-party Memorandum of Understanding that was signed by the JPB, the California High Speed Rail Authority (CHSRA), MTC, and other regional entities in 2012, as well as a 7-party supplement signed in 2016. This project is also included in the MTC Regional Transit Expansion Program (Resolution 3434) that was adopted in 2001 and amended in 2008.

By FY2022, the Caltrain Modernization Program will electrify and upgrade the performance, operating efficiency, capacity, safety, and reliability of Caltrain's commuter rail service through the delivery of several key projects. This project includes the electrification of the existing Caltrain corridor between San Francisco and San Jose (also known as PCEP, the Peninsula Corridor Electrification Project) and the replacement of a majority of Caltrain's diesel trains with high-performance electric trains called Electric Multiple Units (EMUs).

## Operational Challenges

Today, Caltrain operates a total of 92 diesel locomotive-hauled trains per day on the weekdays between San Francisco and San Jose with limited service further south to Gilroy. Over the 10-year timeframe addressed in the SRTP, Caltrain will expand its service to 114 trains per weekday day using a mixed fleet of diesel locomotive-hauled rolling stock and new EMU trains. This shift poses both a tremendous opportunity and challenge that underlies the agency's operational planning across the coming 10 years. Caltrain has experienced rapid ridership growth and many of its peak-hour trains currently operate near, at, or above their seated capacity. Meeting growing customer demand while maintaining a high standard of safe, reliable, and comfortable service is the preeminent operational challenge over the time horizon

of the SRTP. It is anticipated that this challenge will be especially acute during the primary electrification construction period (through FY2021) when Caltrain will need to maintain reliable service in the midst of a corridor-wide construction project. Caltrain will also need to ensure its operational integrity by evolving its organization to operate and maintain an expanded, electrified system.

## Operating Plan and Budget

The 10-year Operating Plan assumes Caltrain will operate a 92-train weekday schedule with its current service pattern through FY2022 with only minor schedule modifications. In FY2022, following the implementation of the Peninsula Corridor Electrification Project, Caltrain will significantly modify its weekday service, adding 22 additional trains per day and increasing service frequencies during the commute periods and the midday hours. This service plan is discussed in more detail in Chapter 4.

The 10-year Financial Plan shows a deficit in FY2019 through FY2027, with operating and maintenance costs exceeding revenues from fares, partner contributions, and other sources. This occurs because Caltrain does not have a dedicated source of funding and has an on-going structural deficit in its operating budget. Caltrain is currently developing strategies to balance the annual budget through FY2027 and will comprehensively evaluate a variety of factors that influence the system's operating deficit. These factors and strategies include: fare policy and pass programs, a potential three-county sales tax ballot measure, increased member agency contributions, increased state funding, and cost containment strategies.

## Capital Improvement Plan

Caltrain's 10-year CIP is a \$3 billion program focused on maintaining the JPB's assets in a state-of-good repair (SOGR), enhancing the reliability of the system, and delivering electrified service from San Francisco to San Jose by FY2022. Revenue sources included in the CIP reflect Caltrain's reasonable expectation of funding levels. Caltrain will, however, continue to work with its funding partners to solidify the Caltrain 10-year CIP funding plan. Among other options, Caltrain will explore both traditional (e.g., grants) and innovative funding strategies including the possibility of new public and private partnerships.

**RESOLUTION NO. 2019 –**

**BOARD OF DIRECTORS, PENINSULA CORRIDOR JOINT POWERS BOARD  
STATE OF CALIFORNIA**

**\*\*\***

**ADOPTING THE CALTRAIN SHORT RANGE TRANSIT PLAN FOR FISCAL YEARS 2018 TO 2027**

**WHEREAS**, the Metropolitan Transportation Commission (MTC) requires transit agencies in the Bay Area to periodically complete and submit Short Range Transit Plans (SRTPs) to comply with federal and state requirements and to inform the development of the Regional Transportation Plan and the Transportation Improvement Program; and

**WHEREAS**, the Peninsula Corridor Joint Powers Board (JPB) last updated the Caltrain SRTP in 2015 and is now required by MTC to submit an updated Caltrain SRTP by spring 2019; and

**WHEREAS**, the Caltrain SRTP for Fiscal Years (FY) 2018 – 2027 provides an overview of the transit system, its goals and performance measures, information on service and system evaluation, and the JPB's operating and capital investment plan for Caltrain across a 10-year planning horizon; and

**WHEREAS**, the Staff Coordinating Council recommends, and the Executive Director concurs, that the Board adopt the Caltrain SRTP for FY2018 – 2027 for submission to MTC.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Directors of the Peninsula Corridor Joint Powers Board hereby adopts the final draft of the Caltrain Short Range Transit Plan for FY2018 – 2027 attached and incorporated by this reference.



Regularly passed and adopted this 6th day of June, 2019 by the following vote:

AYES:

NOES:

ABSENT:

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Chair, Peninsula Corridor Joint Powers Board

ATTEST:

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JPB Secretary

**PENINSULA CORRIDOR JOINT POWERS BOARD  
STAFF REPORT**

TO: Joint Powers Board

THROUGH: Jim Hartnett  
Executive Director

FROM: Derek Hansel  
Chief Financial Officer

SUBJECT: **EXECUTION OF CONTRACTS FOR TECHNOLOGY RELATED PRODUCTS AND SERVICES UNDER COOPERATIVE PURCHASING PROGRAMS**

**ACTION**

Staff Coordinating Council recommends the Board authorize the Executive Director of his designee to enter into contractors of more than \$150,000 for the purchase, lease and/or rental of computer and telecommunications equipment and related services, digital reprographic equipment, hardware, software, licensing, installation and configuration of telecommunications equipment, maintenance agreements, and computer peripherals with vendors under approved cooperative intergovernmental purchasing programs available to the Peninsula Corridor Joint Powers Board (JPB), such as:

- California Integrated Information Network 2/3 (CALNET 2/3)
- Sourcewell
- State of California DGS/California Multiple Award Schedule (CMAS)
- National Association of State Procurement Officials (NASPO) Valuepoint
- National Cooperative Procurement Partners (NCP)
- Federal General Services Administration (GSA)
- OMNIA Partners
- The Interlocal Purchasing System (TIPS Purchasing Cooperative)

Expenditures with vendors under these programs will not exceed the budgeted amount of \$1million throughout Fiscal Year (FY) 2020.

**SIGNIFICANCE**

Approval of this contracting authority will provide the JPB with a cost-effective means to support its standardization policy and provide the latest technology and related services through cooperative intergovernmental purchasing programs. Contracts issued under this authority will address the JPB's requirements for equipment, hardware, software, services, licensing, maintenance agreements, and programmed replacement of equipment that has reached the end of its useful life or has become unsuited to address the JPB's future needs. A quarterly report indicating contracts awarded during the prior quarter will be submitted to the Board.

## **BUDGET IMPACT**

Funds for these purchases are programmed in the proposed FY2020 Capital and Operating budgets.

## **BACKGROUND**

Given the rapidly changing technology of information system hardware, software and related services, various cooperative purchasing programs are available to provide these products and services. The JPB follows the San Mateo County Transit District's procurement policy and manual, which allow for the use of cooperative purchasing programs. Special districts are given statutory permission to procure competitively priced goods and services arising out of these vendor agreements. The Federal Government's own General Services Administration Schedules (also referred to as Multiple Award Schedules and Federal Supply Schedules) also can be utilized. By utilizing such cooperative purchasing programs, the JPB saves considerable time and expense associated with independent procurements, which would be unlikely to yield more favorable pricing or service.

All vendors selected will hold valid agreements under the corresponding cooperative purchasing programs. Contracts will be executed only with vendors whose contracts were awarded under a cooperative buying agreement on a basis that complies with the JPB's procurement authority and policy, and will include the JPB's terms and conditions, as appropriate. Other cooperative purchasing consortia may be added to this program and utilized for acquisition of technology items during FY2020 but only to the extent each fully complies with the JPB's procurement authority and policy.

Prepared By: Carl Cubba, Director, Information Technology and  
Telecommunications

650.508.6206

**RESOLUTION NO. 2019 –**

**BOARD OF DIRECTORS, PENINSULA CORRIDOR JOINT POWERS BOARD  
STATE OF CALIFORNIA**

**\*\*\***

**AUTHORIZING EXECUTION OF CONTRACTS FOR TECHNOLOGY RELATED PRODUCTS AND SERVICES UNDER COOPERATIVE PURCHASING PROGRAMS FOR AN AGGREGATE NOT-TO-EXCEED AMOUNT OF \$1MILLION FOR FISCAL YEAR 2020**

**WHEREAS**, the Peninsula Corridor Joint Powers Board (JPB) will require new personal computers, computer and telecommunications equipment and related services, digital reprographic equipment, software, hardware, licensing and maintenance agreements, and computer peripherals throughout Fiscal Year (FY) 2020, to fulfill new technology requirements, to support the JPB's standardization policy, and to replace technology equipment that has reached the end of its useful life; and

**WHEREAS**, in light of the need to standardize, update and purchase the latest technology in personal computers, telecommunications equipment, and other related equipment and services in the most cost-effective manner, the JPB has determined that an independent JPB-initiated solicitation process for the procurements described above is unlikely to be in the JPB's best interest; and

**WHEREAS**, cooperative purchasing consortiums including, but not limited to, the State of California DGS/California Multiple Award Schedule (CMAS), Sourcewell, the California Integrated Information Network 2/3 (CALNET 2/3), and the Federal General Services Administration (GSA) have established programs in which the JPB can participate in order to procure favorably priced technology systems equipment and related services; and

**WHEREAS**, the Staff Coordinating Council (SCC) recommends, and the Executive Director concurs, that the JPB participate in the above-mentioned programs, as well as additional cooperative purchasing programs, to the extent such programs fully comply with the JPB's procurement authority and policy; and

**WHEREAS**, SCC also recommends, and the Executive Director concurs, that the Executive Director or his designee be authorized to enter into contracts that exceed \$150,000 with vendors under JPB-approved cooperative purchasing programs to meet its personal computer, telecommunications equipment, and other related technology equipment and services requirements for FY2020, pursuant to the terms and conditions of each program's vendor agreements, up to an aggregate not-to-exceed amount of \$1 million.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Directors of the Peninsula Corridor Joint Powers Board hereby takes the following actions:

1. Determines that an independent JPB initiated solicitation process for each purchase, lease and/or rental of new personal computers, computer and telecommunications equipment and services, digital reprographic equipment, hardware, software, licensing and maintenance agreements, and computer peripherals is unlikely to be in the JPB's best interest; and

2. Authorizes the procurement of technology systems equipment and related services through JPB-approved cooperative purchasing programs to meet its technology equipment and services requirements for FY2020 pursuant to the terms and conditions of each vendor agreement and to the extent that each cooperative purchasing program and each vendor agreement fully complies with JPB's procurement authority and policy; and

3.

Authorizes the Executive Director or his designee to enter into contracts exceeding \$150,000 with vendors under the JPB-approved cooperative purchasing programs up to an aggregate, not-to-exceed, amount of \$1 million for FY2020; and

4. Authorizes the Executive Director or his designee to execute all necessary purchase orders, contracts and other documents to effectuate this resolution, including any agreements with other agencies' cooperative purchasing programs for administrative fees for processing these purchases. Requests the Executive Director to present a report to the Board of Directors on a quarterly basis advising of actions taken pursuant to the authority conferred by this resolution.

Regularly passed and adopted this 6th day of June, 2019 by the following vote:

AYES:

NOES:

ABSENT:

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Chair, Peninsula Corridor Joint Powers Board

ATTEST:

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JPB Secretary

**PENINSULA CORRIDOR JOINT POWERS BOARD**  
**STAFF REPORT**

TO: Joint Powers Board

THROUGH: Jim Hartnett  
Executive Director

FROM: Derek Hansel  
Chief Financial Officer

SUBJECT: **EXECUTION OF CONTRACTS FOR INFORMATION TECHNOLOGY LICENSE RENEWALS, MAINTENANCE SERVICES AND PROFESSIONAL SERVICES**

**ACTION**

Staff Coordinating Council recommends the Board authorize the Executive Director or his designee to enter into contracts of more than \$150,000 with original equipment manufacturers, product licensors and their distributors or consultants, directly and without the utilization of cooperative purchasing agreements if not available or competitive solicitations if not applicable, to procure recurring maintenance services and license renewals necessary to permit continued effective use and upkeep of Peninsula Corridor Joint Powers Board (JPB)-owned computer and telecommunications hardware and software used for the management and oversight of Caltrain. The proposed action also will apply to contracts for the provision of sole source professional services necessary to expand or modify previously competitively procured proprietary software when an original provider is the only source of such services. Expenditures with manufacturers, vendors and consultants under this authority will not exceed the budgeted amount of \$1 million throughout Fiscal Year (FY) 2020.

**SIGNIFICANCE**

Delegation of contract approval authority will allow the JPB to pay for recurring maintenance services, additional licenses, license renewal fees and professional services for proprietary software in excess of \$150,000 without bringing actions individually before the Board for approval. This delegation would not eliminate the requirement that other procurement policies and procedures be followed. A quarterly report indicating contracts awarded during the prior quarter will be submitted to the Board.

Recurring support and license agreements are, by their nature, repetitive and routine, and are required to ensure continued and effective operation of information technology assets owned by the JPB. The sole source purchase of additional modules to existing software or professional services to modify existing proprietary software will allow the JPB's changing business needs to be met in a timely manner.

Delegating this authority expedites the JPB's ability to continue needed operations and services in the management of Caltrain and reduces the time and resources otherwise required to obtain individual approval of such support and license agreements.

### **BUDGET IMPACT**

Funds for these purchases are programmed in the proposed FY2020 Capital and Operating budgets.

### **BACKGROUND**

Software and hardware are typically sold with licenses and maintenance agreements that require periodic renewal. Failing to renew maintenance support means loss of software updates, and problems obtaining resolution assistance and repair services typically needed to keep a product in good operating order. In some cases, the product may not be legally used if a maintenance and license renewal has not been obtained.

It is not always possible to find cooperative purchasing agreements with contracts for the necessary maintenance support and license renewals. This is particularly true for transit industry-specific information technology products. The types of licensing and maintenance agreements contemplated are generally unobtainable under any other method because they are proprietary in nature to the manufacturers of the software. Similarly, many manufacturers do not allow third parties access to source code or to provide services. As a result, professional services to upgrade, modify, or add to existing software must be performed by the original manufacturer.

JPB assets requiring payment of recurring annual or multi-year maintenance services, support and license fees in excess of \$150,000 that may need to be accommodated in FY2020 outside of cooperative purchase agreements or other pre-existing contracts include, but are not necessarily limited to, documentation management and collaboration software for construction and engineering management, such as:

- ARINC
- Carahsoft
- AT&T

Prepared By: Carl Cubba, Director, Information Technology and  
Telecommunications

650.508.6206



**RESOLUTION NO. 2019 –**

**BOARD OF DIRECTORS, PENINSULA CORRIDOR JOINT POWERS BOARD  
STATE OF CALIFORNIA**

**\*\*\***

**AUTHORIZING EXECUTION OF CONTRACTS FOR INFORMATION TECHNOLOGY LICENSES,  
MAINTENANCE SERVICES AND PROFESSIONAL SERVICES FOR AN AGGREGATE NOT-TO-  
EXCEED AMOUNT OF \$1 MILLION FOR FISCAL YEAR 2020**

**WHEREAS**, the Peninsula Corridor Joint Powers Board (JPB) will require continuing product support and licenses for computer and telecommunications hardware and software throughout Fiscal Year (FY) 2020 to permit the continued effective use and upkeep of information technology assets owned by the JPB; and

**WHEREAS**, maintenance support and software license agreements for the information technology assets in use are, by their nature, repetitive and routine; and

**WHEREAS**, the JPB will also require professional services necessary to expand or modify previously competitively procured proprietary software when an original provider is the only source of such services; and

**WHEREAS**, Staff Coordinating Council recommends, and the Executive Director concurs, that the Executive Director or his designee be authorized to execute contracts that exceed \$150,000 with original equipment manufacturers, product licensors, and their authorized distributors and consultants to meet the JPB's technology requirements for FY2020, pursuant to the JPB's procurement authority and policy, up to an aggregate not to exceed amount of \$1 million.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Directors of the Peninsula Corridor Joint Powers Board hereby takes the following actions:

1. Authorizes the procurement of product support and annual or multi-year license purchases and renewal agreements for information technology assets

owned by the JPB, pursuant to the JPB's procurement authority and policy, in an aggregate not to exceed amount of \$1 million for FY2020; and

2. Authorizes the Executive Director or his designee to enter into contracts exceeding \$150,000 with original equipment manufacturers, product licensors, or their authorized distributors for recurring product support and additional license renewals necessary to permit continued effective use and upkeep of JPB-owned computer and telecommunications hardware and software; and

3. Authorizes the Executive Director or his designee to enter into contracts exceeding \$150,000 with original equipment manufacturers, product licensors, or their authorized consultants for the provision of sole source professional services necessary to expand or modify previously competitively procured proprietary software when an original provider is the only source of such services; and

4. Authorizes the Executive Director or his designee to execute all necessary purchase orders, contracts and other documents and to take such other actions as may be necessary to give effect to this Resolution. Requests the Executive Director to present a report to the Board of Directors on a quarterly basis advising of actions taken pursuant to the authority conferred by this resolution.

Regularly passed and adopted this 6th day of June, 2019 by the following vote:

AYES:

NOES:

ABSENT:

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Chair, Peninsula Corridor Joint Powers Board

ATTEST:

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JPB Secretary

**PENINSULA CORRIDOR JOINT POWERS BOARD  
STAFF REPORT**

TO: Joint Powers Board

THROUGH: Jim Hartnett  
Executive Director

FROM: Derek Hansel  
Chief Financial Officer

SUBJECT: **APPROVAL AND RATIFICATION OF THE FISCAL YEAR 2020 INSURANCE PROGRAM**

**ACTION**

Staff Coordinating Council (SCC) recommends the Board ratify the Peninsula Corridor Joint Powers Board (JPB) insurance program for Fiscal Year (FY) 2020 at a total premium cost not to exceed \$3,439,191 inclusive of the following:

- Maintain the \$2 million self-insured retention on the liability program
- Purchase \$198 million of coverage for Railroad Liability, Commercial General Liability and Excess Automobile Liability, including terrorism coverage, at an annual premium of \$3,247,412;
- Purchase a \$15 million Public Officials Liability policy at an annual premium of \$118,317.
- Purchase an annual Special Events and Emergency Drill liability policy with a \$2 million limit for a premium of \$28,521;
- Purchase Railroad Protective Liability coverage at an annual premium of \$44,941; and

**SIGNIFICANCE**

The FY2020 insurance program will provide the JPB with coverage levels similar to those that exist in the FY2019. With a slight 3.9 percent increase, the Railroad Liability coverage is being obtained at a competitive rate due to the JPB's excellent loss experience, and in spite of a significantly hardening insurance environment.

Limits on the JPB's Public Officials liability program remain the same, at \$15 million, while the deductible of \$75,000 is also the same. The premium for Public Official's liability remains flat. The JPB was able to renew an annual Special Events liability policy with a limit of \$2 million. This coverage includes a \$25,000 self-insured retention and protects the JPB during what are sometimes higher hazard operations for its annual special train events and Emergency Training exercises. The JPB is in the second year of a two-year

term for Pollution Liability coverage. The JPB maintains the blanket Railroad Protective Liability program with the same program limits.

Below is an overview of the JPB's FY2019 and FY2020 premiums:

<u>Premium Element</u>	<u>FY2019</u>	<u>FY2020</u>
Liability: Railroad, Commercial General, Excess Automobile	\$3,125,484	\$3,247,412
Liability: Environmental (No premium was included in FY2019)	\$ 73,551	\$ 0
Public Officials, Special Events & Railroad Protective Liability	<u>\$ 191,344</u>	<u>\$ 191,779</u>
Totals	<u>\$3,390,379</u>	<u>\$3,439,191</u>

Ratification of Property Insurance will be brought to the Board at a later date, as terms and pricing are still being negotiated.

### **BUDGET IMPACT**

Funding for the payment of premiums associated with the recommended program are included in the FY2020 Operating Budget proposed for adoption at this June 6 Board meeting.

### **BACKGROUND**

The JPB's liability limits remain at \$200 million with an additional \$100 million provided by *Transit America Services, Inc. (TASI)* for a total of \$300 million in FY2020. Underwriters are continuing to focus on risk selection, adjusting pricing to reflect exposures and claims.

Prepared by: Marshall Rush, Insurance & Claims Administrator

650.508.7742

**RESOLUTION NO. 2019-**

**BOARD OF DIRECTORS, PENINSULA CORRIDOR JOINT POWERS BOARD  
STATE OF CALIFORNIA**

\* \* \*

**APPROVING AND RATIFYING THE INSURANCE PROGRAM FOR  
FISCAL YEAR 2020**

**WHEREAS**, the Executive Director of the Peninsula Corridor Joint Powers Board (JPB) has approved an insurance program for Fiscal Year (FY) 2020 with premiums totaling \$3,439,191, which program was presented to the Staff Coordinating Council (SCC); and

**WHEREAS**, in conjunction with the expiration of the JPB's existing insurance program on June 30, 2019, JPB staff renewed its insurance program for FY2020 based on the plan approved by the Executive Director, with the following significant elements:

1. A self-insured retention in the amount to \$2 million;
2. Railroad Liability, Commercial General Liability and Excess Automobile Liability policies, including Terrorism (TRIA) coverage, with a total limit of \$198 million, in excess of the \$2 million self-insured retention, at an annual premium of \$3,247,412;
3. Public Officials Liability coverage with \$15 million limits at an annual premium of \$118,317;
4. Annual Special Events and Emergency Drill liability with a \$2 million limit at a premium of \$28,521;
5. Railroad Protective Liability coverage with an annual premium of \$44,941;

**WHEREAS**, SCC recommends that the Board approve and ratify the renewal of the JPB's insurance program for FY2020, as delineated above.

**NOW, THEREFORE, BE IT RESOLVED** that the Peninsula Corridor Joint Powers Board hereby approves and ratifies the renewal of the JPB's insurance program for FY2020,

including the types of coverage, limits and premiums recited above.

Regularly passed and adopted this 6<sup>th</sup> day of June, 2019 by the following vote:

AYES:

NOES:

ABSENT:

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Chair, Board of Directors

ATTEST:

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JPB Secretary

**CITIZENS ADVISORY COMMITTEE (CAC)  
PENINSULA CORRIDOR JOINT POWERS BOARD (JPB)  
SAN MATEO COUNTY TRANSIT DISTRICT ADMINISTRATIVE BUILDING  
Bacciocco Auditorium, 2<sup>nd</sup> Floor  
1250 San Carlos Avenue, San Carlos CA 94070**

**MINUTES OF MAY 15, 2019**

**MEMBERS PRESENT:** A. Brandt, L. Fernandez, L. Klein, M. Romo, C. Tucker, R. Valenciana (Vice Chair), B. Shaw (Chair)

**MEMBERS ABSENT:** K. Burke, P. Escobar,

**STAFF PRESENT:** C. Fromson, D. Provence, S. Petty, C. David, J. Navarrete, J. Navarro

Chair Brian Shaw called the meeting to order at 5:43 p.m. and led the Pledge of Allegiance.

Chair Shaw introduced new CAC member Martin Romo representing San Francisco County.

Member Ricardo Valenciana arrived at 5:45 p.m.

**APPROVAL OF MINUTES OF APRIL 17, 2019**

Motion/Second: Klein / Tucker

Ayes: Brandt, Fernandez, Romo, Valenciana, Shaw

Absent: Burke, Escobar

**APPROVAL OF CITIZENS ADVISORY COMMITTEE AND BICYCLE ADVISORY COMMITTEE  
JOINT WORKSHOP MINUTES OF APRIL 17, 2019**

Motion/Second: Tucker / Klein

Ayes: Brandt, Fernandez, Romo, Valenciana, Shaw

Absent: Burke, Escobar

**PUBLIC COMMENT**

Scott Yarbrough, San Francisco, commented on the EMC research polling data presented at the May 2nd JPB meeting. He stated that it suggests that public opposition to a "Caltrain Tax" increases when the opposition arguments highlight Caltrain's perceived affluent technology industry customers, and public support increases when arguments focus on reduction of traffic on freeways and the environmental benefits of cleaner air.



Scott also stated that the EMC data provide evidence that this evening's Caltrain staff recommendation of an EMU design that reduces on board bike capacity and increases dependence on bike and scooter share "micromobility" subsidiary companies owned by car corporations such as Uber, will potentially undermine Caltrain's public support for a Caltrain tax.

He then stated that the National Association of City Transportation Officials (NACTO) data, included in this evening's staff presentation on EMU redesign, show that 70% of micromobility companies do not offer discounts for low income users. That means Caltrain expects many current Caltrain users to pay for both, privately owned ride/bike/scooter share and Caltrain's costly fares.

Scott said that Caltrain will be asking the public to pay for a tax increase to create a reliable public funding source while simultaneously implementing policies that increase the cost of accessing Caltrain, enrich private transportation network companies through customer dependence on ride/bike/scooter share, and decrease air quality by increasing freeway traffic when cyclists decide to abandon their bikes and return to driving on freeways. Caltrain would no longer be a reliable and cost effective alternative.

Scott also said that if the JPB approves the staff recommendation to "redesign" EMU cars by simply adding three seats to the current EMU bike car, the JPB will make Caltrain vulnerable to opposing tactics identified by EMC.

Shirley Johnson, San Francisco, commented on the potential ballot measure for Caltrain dedicated funding. She said there is only 63% or 64% public support now and Caltrain will need to improve its image with the public to be able to get the 2/3 vote needed for the measure to pass. She said the way to improve public image is to listen to customers and keep promises made to the public. She said that it is important to pay attention to the hundreds of emails and over 1000 people who signed a petition for seats within view of bikes and more bike capacity on electric trains. The Joint Powers Board promised an 8:1 ratio of seats-to-bike-spaces on electric trains and she stated that the board must keep that promise. She said she is concerned that if Caltrain doesn't keep its promises, it will tarnish Caltrain's public image and make it hard for Caltrain to get the 2/3 vote needed.

George Kranen, Belmont, stated that although he appreciates the Eligible Discount offered with fares for riding the train, he said that there is a need to also offer Eligible Discounts for parking. He stated that BART does not charge for parking on weekends or holidays and would like to pay at least half the price for parking at Caltrain. He said that the \$5.50 for parking makes it uneconomical for patrons and requested the CAC to propose an Eligible Discount for parking to the JPB.

Anne de la Rosa, San Mateo, stated that she lives in the Hayward Park neighborhood of San Mateo and would like a voice over the prospective Rail Maintenance yard, spur track and service road that Caltrain intends to construct between 9th and 14th Avenues.

Until she demanded to be informed on why 5 feet of above grade level dirt was being dumped next to the tracks behind her home in San Mateo, she and her neighbors had not been notified of this proposed project. She and her neighbors feel that it is being pushed through and would like to have the input and support of the Citizens Advisory Committee to demand that this project not be allowed to proceed in a residential neighborhood. She stated that it will be a permanent facility to replace the one near 28th Ave. Night construction will take place on a regular basis, at least two times a week, and stated that it is unacceptable in a residential neighborhood.

She stated that she has contacted the city council members and they have set up a public Meeting on May 21st at 6pm at the International Brotherhood of Electrical Workers Hall 1701 Leslie Ave, San Mateo.

She stated that she and her neighbors would like a voice with the Advisory Committee before this public meeting takes place as well as request that they attend the meeting on the 21st.

She stated that the construction needs to be stopped in its proposed location and alternate locations need to be put forward.

#### **CHAIRPERSON'S REPORT**

None

#### **COMMITTEE COMMENTS**

Member Adrian Brandt stated that there was another derailment this past week and three in February and requested staff to fix the problem.

Vice Chair Ricardo Valenciana requested staff to provide more information on the San Jose derailments.

Chair Shaw advised the committee that information regarding the derailments would be provided by staff during the staff report.

#### **CALTRAIN BUSINESS PLAN UPDATE**

Sebastian Petty, Principal Planner, presented the Caltrain Business Plan Update. The full PowerPoint presentation can be found on [caltrain.com](http://caltrain.com)

Chair Brian Shaw advised that committee comments will be made after public comments.

Public comment:

Shirley Johnson, San Francisco, stated that the VTA model does not include bikes on board and Caltrain currently has 10% - 15% of its passengers bringing a bike on board

and is a big chunk of passengers being left out. Shirley Johnson also thanked Sebastian Petty for the presentation and staff's forward thinking.

George Kranen, Belmont, stated that grade separations are important when it comes to having 6 to 10 trains per hour as a single suicide or vehicle strike would be a catastrophe. He stated that 15k to 30k passengers would be trapped on the train for hours with only one latrine on the train. He stressed that grade separations are important for those reasons.

Scott Yarbrough, San Francisco, stated that suicide is an impulsive behavior, especially with adolescents and said that a grade separation would help prevent this impulsive behavior.

#### Committee Comments:

Member Cat Tucker asked regarding grade separations, whether it is a federal requirement. Mr. Petty responded that the legal requirements for grade separation are high, when a train goes over 125 mph or when more than 4 tracks exist. Mr. Petty said that the plan includes grade separations because the cities have expressed the desire for them due to traffic.

Member Larry Klein referred to page 28 of the slide presentation, 2040 Peak Hour Crowding by Scenario. Since the plan assumes eight and ten car trains, he suggests staff to consider platform length during construction as it will save money in the long run. He stated that it was an issue when the Sunnyvale platform was extended to fit six car trains, however it appears that Caltrain is planning for eight car trains. Mr. Petty stated that the intension of the business plan is to plan out a long range vision and work backwards so that when an individual station project is needed, with the business plan considered, staff can be confident that it is building for the future. Member Klein stated that there are no baby bullet stops in Sunnyvale although there is a high density of office space. He stated that although those office spaces are within walking distance from the Sunnyvale Caltrain station, they have to run shuttles from Mountain View. Member Klein stated that the business plan does not capture that. Mr. Petty stated that during the service planning, staff conducted an initial market assessment that looks at the growth programmed in different communities and it shows that Sunnyvale has realized a lot of growth with more on the horizon. In terms of near term changes, staff will continue to adopt a long range vision and work backward and look at nearer term options including the land uses in Sunnyvale.

Member Martin Romo asked, in regards to the crowding scenario, does staff have a similar metric to compare to Metro subway ridership and also asked at what percentage of capacity would trigger a fare increase? Mr. Petty responded that the Metro system is higher than the 135% and only BART gets above 200% capacity. Most models across the U.S. do not include capacity constraining. San Francisco and New York are the only cities that have models that have built in that functionality. Later on in the planning process there will be fare modeling. Ultimately, that is a big decision for the board.

Member Adrian Brandt stated that level boarding, end to end, is time savings and a huge impact and he did not see it in the business plan and asked whether it was figured in. Mr. Petty responded that it is already assumed in one of the investments. Member Brandt suggested that the plan should highlight the fact that level boarding is assumed. Mr. Brandt then referred to slide 35, Safety, and pointed out the red line graphs that point out fatalities at various crossings. Mr. Brandt stated that more than half would disappear because most of the red represent pedestrians and most of the blue represent vehicles. He stated that staff needs to be careful with conflating safety with suicide as suicide is not a safety issue and is not preventable.

Member Lauren Fernandez corrected Member Brandt and stated that research shows that suicide is a safety issue and that there are things that can be done to prevent suicides.

Vice Chair Ricardo Valenciana stated that more and more companies are adopting flexible schedules for employees and asked whether there are any fluctuations with limited and bullet trains at later times in the morning. Mr. Petty responded that there are general assumptions with expanded levels of off-peak service that include all day express service, not highlighted in the presentation.

Chair Brian Shaw said when talking about improving the capacity of the corridor in order to deal with the projected growth, how important are the grade separations to achieving the high growth scenario vs. investing in extending platform lengths to accommodate the longer train sets to accommodate the growth. Mr. Petty stated that one is not more important than the other and is part of the package. He also stated that this is not one project and is a path of growth that is made up of a lot of individual projects; it is a total vision for the corridor.

## **LEGISLATIVE UPDATE**

Casey Fromson, Director, Government and Community Affairs, provided the Annual Legislative Update.

The 2019 Legislative Program establishes the principles that will guide the legislative and regulatory advocacy efforts. Based on those principles, staff coordinates closely with our Federal and State advocates on a wide variety of issues that are considered in Congress and the State legislature.

Casey stated that each year Caltrain adopts a legislative program that helps guide staff's advocacy, efforts and positions in the 2019 calendar year. The three main objectives are:

1. To maintain enhanced funding opportunities to support Caltrain projects and plans
2. Seek a regulatory environment that streamlines project delivery and maximizes the ability to meet transportation needs
3. Reinforce programs that build and incentivizes public transportation ridership

Casey advised the Committee that staff will provide the legislative update closer to the beginning of the year in 2020. Chair Shaw stated that it will give the public an opportunity to comment when it is placed on the CAC agenda.

Committee Comments:

Member Adrian Brandt asked Casey whether she would like to comment on the top two relevant bills. Casey responded that at the federal level there are two major things that are happening: On the Senate side, there is a start of a process of reauthorization of the FAST act to increase funding. On the house side there is an infrastructure package that would go beyond the reauthorization. The timing is not clear with going forward with that. The big question is how the funding can flow to a much bigger infrastructure package.

**ELECTRIC TRAIN RECONFIGURATION AND BIKE IMPROVEMENTS AT STATIONS**

Casey Fromson, Director, Government and Community Affairs, and Dan Provence, Principal Planner, provided Electric Train Reconfiguration and Bike Improvements at Stations presentation.

Chair Brian Shaw thanked Casey for putting together the joint CAC and BAC workshop last month.

The full PowerPoint presentation can be found on [caltrain.com](http://caltrain.com)

Public Comments:

Karen Stevenson, Sunnyvale, stated that she travels with her bike from Sunnyvale to San Francisco five days a week and values using Caltrain. She attended the reconfiguration workshop last month and strongly encourages a three car bike option. She said that she understands providing seats to riders without bikes and that she was a passenger without a bike when she broke her arm and was unable to ride a bike; however it added 45 minutes to her commute. She said that it comes down to accessibility, convenience and having control of your commute and that a three bike car option is a win/win for all passengers.

Shirley Johnson, San Francisco, referred the committee to slide 8 of the presentation, Financial Implications: On board bikes. She stated that the per seat/bike space cost is \$53.8k and it includes the sunk cost of the train. She stated that whether you have seats or bikes, the sunk cost is the same. She said that the cost that really matters is the difference between the bike rack and the cost of 4 seats. She stated that the bike rack will be cheaper than putting in seats. She also commented on the configuration workshop. She said that the reason for the workshop was due to the hundreds of emails and the petition signed by over a thousand passengers requesting having seats in view of bikes and not to have things worse than today. Today there is one seat in view of two bikes, and bike theft still takes place. Shirley says that Caltrain is taking a step backwards, unless staff decides to go with four bike cars instead. She said that four

bike car configuration was not an option at the workshop and is asking staff to look at four bike cars.

Scott Yarbrough, San Francisco, commented on the layout of the trains. He stated that dwell time will increase with the current layout as there is limited isle space whether there is level boarding or not. He also commented on slide 11 and stated that the NACTO data that is referenced, National Association of City Transportation Officials, most of those data points are made up of New York City data, where they do not allow bikes on board. The data is misleading because only 2 cities of the 6 that contributed those data are west of the Mississippi and none are in California. He said that the scooter share growth is not applicable to Caltrain for that reason. Most of the bike and scooter share will be used for places like Sunnyvale where people rely on their bikes for both ends of their commute. He stated that many people will not be able to access the micromobility options because they need their bikes on both ends of their commute and will end up back in their cars. When it comes to the public supporting a tax to increase Caltrain funding, the public will look at the positive reduction of cars on the road and clean air. These are two things that are supported with bikes on board Caltrain.

Andy Chow, Redwood City, stated that he attended the workshop last month and said that he is concerned that passengers with disability will need seats closer in the lower level and hopes that there will be seats for persons with disability in all cars instead of having a designated location for boarding as it is already difficult for them to walk and may be harder for them to walk further away from the doors to their seats. He also stated that some passengers would rather see all cars allow bikes to board however Mr. Chow's concern with that is that persons with disabilities and bike passengers need space and it will be difficult if they have to share space. In addition, regarding the cost for bike space, it is more than just the cost of the installation; it is the cost of the real estate space.

Drew stated that he attended the workshop last month and said that there were discussions to view the entire train and that never happened and that there was also discussion regarding a four bike car option that was never offered. His question is how it went from four different options to one option, the three car option. He said that flexibility is worth money at some level, like being able to have flip-up seats. He asked staff to provide the reason for the train configuration option chosen so that the public better understands the reasoning behind the choice.

#### Committee Comments:

Chair Brian Shaw asked Ms. Fromson whether the committee needed to vote on the Electric Train Reconfiguration option. Ms. Fromson stated that a vote is not needed; however it would be helpful for staff to know whether there is a consensus among the committee. Chair Brian Shaw stated that the committee will provide a recommendation from the group on this proposal to help inform the board.

Member Lauren Fernandez said that she appreciates the inclusion of survey data. It helps those that were unable to attend the workshop. Ms. Fernandez questioned the

proposed design and space to include tables. She said that it takes up a lot of space on the train and expressed her pushback on the inclusion for tables. Dan Provence responded that four seats with a table take up the same space as seats that are in a row lined up because people share the same space leg space no matter the configuration.

Member Adrian Brandt said that the comment regarding that no one recommended more than seventy two spaces, needs an asterisk because staff constrained the groups to two or three cars. He stated that had there been the option to look at four bike cars, there would have been at more than 72 seats. Mr. Brandt stated that he was disappointed that the groups were constrained to two or three bike cars. Mr. Brandt referred to slide 14 and asked Mr. Provence to explain the Rework keyed locker management. Mr. Provence stated that staff is looking to move away from the keyed lockers and move to on demand electronic lockers.

Member Martin Romo asked whether the agency can partner with micromobility groups. Mr. Provence stated that the agency is looking into partnering with those groups in San Francisco.

Member Larry Klein asked about the concept for reconfiguration for leaning with crowded trains for standing riders. For example for Giants games trains. He asked whether that option is included in the plan. Ms. Fromson responded that overall the trains will be more comfortable to stand.

Member Cat Tucker stated that she attended the workshop last month and that the flexibility was due to compromising. She said that the data provided prior to the workshop reported that bike ridership was 10 percent of the total ridership. She stated that her input was based on the passengers as a whole. She stated that the consideration of the proposed configuration is for the entire corridor and the future growth of the corridor.

Member Lauren Fernandez referred to slide four and pointed out the difference from 2015 to 2018, a 12 percent increase in ridership and a decrease of bikes on board. She stated that bikes on board are not a growing population.

Member Adrian Brandt said that it would be a good idea to include grab handles for passengers to comfortably stand. He also stated that unlike passengers without bikes, bikes get turned away if cars are at capacity and may be the reason for the decrease in bike ridership because there is a cap.

Chair Brian Shaw advised that bike lockers are outdated and a better option would be bike rooms or bike cages as we see in San Francisco, Palo Alto and at Stanford. Brian highly recommends getting out of the bike locker business as they are an underutilized asset and unable to increase their productivity. Additionally, Chair Shaw stated that with the new proposed configuration, the ability for passengers to sit with their bikes has been improved with this design.

Mr. Joe Navarro, Deputy Chief, Rail Operations, stated that there are ongoing safety committees working towards securing the bikes. Mr. Navarro pointed out that the EMUs will be equipped with cameras. He also stated that station cameras are under consideration. This will improve security and help prevent theft.

### **VOTE TO SUPPORT STAFF RECOMMENDATION OF THE ELECTRIC TRAIN RECONFIGURATION - TWO BIKE CAR OPTION**

Chair Brian Shaw asked the committee to vote yes or no to support staff's recommendation of the electric train reconfiguration, two-bike car option. Chair Brian Shaw stated that he will share the committees concerns along with the recommendation.

Motion to vote: Valenciana

Vote Yes to Support Recommendation: Brandt, Fernandez, Klein, Romo, Tucker, Valenciana, Shaw

Vote No to Support Recommendation: None

Absent: Burke, Escobar

Committee Comments:

Member Larry Klein voted yes with the caveat that before this moves forward the concept of standing, in the bike locations, is fully designed.

Member Adrian Brandt voted yes with the caveat that security issue, although improved, did not meet expectations with adequate number of seats in view of bikes. He also stated that he agreed with public comment regarding the concerns of the potential increase of dwell times and that the four car solution should have been an option.

Member Lauren Fernandez voted yes and also agreed with the concerns of potential increase of dwell times. She also talked about the security concern and stated that when the data was presented there were few bikes stolen on board and not sure whether there needs to be extra investment to detour problems that are not present.

Chair Brian Shaw stated that there is unanimous support with cautionary comments.

### **STAFF REPORT UPDATE**

Joe Navarro, Deputy Chief, Rail Operations, reported:

#### **On-time Performance (OTP)**

- **April:** The April 2019 OTP was 93.6% compared to 92.6% for April 2018.
  - **Vehicle on Tracks** – There were two days, April 6 and 19 with a vehicle on the tracks that caused train delays.



- **Mechanical Delays** – In April 2019 there were 983 minutes of delay due to mechanical issues compared to 1007 minutes in April 2018.
- **Trespasser Strikes** – There were two trespasser strikes on April 10 and 22, both resulting in a fatality.
- **March:** The March 2019 OTP was 94% compared to 94.3% for March 2018.
  - **Trespasser Strikes** – There was one trespasser strike on March 29, resulting in a fatality.

**SF Weekend Caltrain Closure Update** – The April 1st 2019 timetable restored weekend service to and from San Francisco. The additional SF Weekend Train Service closures (Weekend Bus Bridges between Bayshore and SF station) after the April 1st, 2019 timetable update, have been cancelled. Expect regular weekend service

### Special Event Train Service

- **Services Performed:**
  - **San Jose Sharks** – The SJ Sharks hosted four Stanley Cup playoff home games vs. the Vegas Golden Knights in the first playoff round on April 10, 12, 18 & 23. The Sharks advanced to the second playoff round of the playoffs and hosted the Colorado Avalanche on 4/26, 4/28, 5/4 and 5/8.
  - **Giants Baseball** – The Giants hosted thirteen regular season home games in May. Caltrain will provide regular baseball service for all home games.
- **Services Scheduled:**
  - **Bay to Breakers** – On Sunday, May 19, Caltrain will operate four scheduled special pre-event trains and extra post-event trains for the Bay to Breakers Race which starts at 8:00 a.m. in San Francisco. Riders are encouraged to purchase pre-sales for Day Passes available beginning, Monday May 13 on the new Caltrain Mobile App. This year pre-sales tickets will no longer be sold on ticket vending machines. There will be field staff and ambassadors at the San Jose Diridon and Palo Alto stations pre-event to assist passengers. Alcohol will be prohibited on the special trains
  - **Bay to Breakers** – On Sunday, May 19, Caltrain will operate four scheduled special pre-event trains and extra post-event trains for the Bay to Breakers Race which starts at 8:00 a.m. in San Francisco. Riders are encouraged to purchase pre-sales for Day Passes available beginning, Monday May 13 on the new Caltrain Mobile App. This year pre-sales tickets will no longer be sold on ticket vending machines. There will be field staff and ambassadors at the San Jose Diridon and Palo Alto stations pre-event to assist passengers. Alcohol will be prohibited on the special trains

- Capital Projects:
  - **F-40 Locomotive Mid-Life Overhaul Project:** Perform mid-life overhaul of three F40PH2C locomotives. The mid-life overhaul of the locomotives shall include complete disassembly of the main diesel engine, overhauling by reconditioning re-usable main frame components and re-assembly with new engine components and replacement of the Separate Head-End Power (SEP-HEP) unit and all electrical components of the SEP-HEP compartment. All areas of the locomotive car body, trucks, wheels and electrical components shall be reconditioned to like-new condition or replaced with new material. The work shall be completed off-site at contractor's (Motive Power) facility location at Boise, Idaho. The three locomotives are Locomotive #'s 920, 921 and 922.

Locomotives #'s 920 and 921 were shipped to the vendor's facility in February and March of 2018. Locomotive #920 has passed acceptance testing and has been shipped with delivery in San Jose in late April. Locomotive #921 is undergoing acceptance testing and the current shipment date is May 9, 2019.

Locomotive #922 is now scheduled to be shipped to the vendor's facility after Locomotive #920 is returned to minimize the number of locomotives that are off the property at any one time.

Locomotive #920 is in Oakland CA and scheduled to be put into service in two weeks.

## Service Operations

- Caltrain Scheduled Special Event Train Numbers
  - Starting in Spring 2019, scheduled Special Event Trains are labeled with a "6" series in order to provide real time departure data which requires unique train numbers for each train schedule.
  - Examples of "6" series scheduled Special Event Trains include 2019 Caltrain Giants pre-event train service and 2019 Caltrain Bay to Breakers pre-event train service.
  - Please visit <http://www.caltrain.com/riderinfo/specialevents> for special events schedules
- **Fare/Ticket Vending Machine (TVM) Related Media**
  - Possible procurement of new TVMs. Prototype to be received in September and will present TVM screen layout and functionality to CAC later this year.
- **Recent Derailments**
  - An independent 3<sup>rd</sup> party will come in to review maintenance and procedures. A new track release procedure has been implemented and

staff has reviewed QA and QC procedures. The most recent derailment is still under investigation.

Public comment:

Shirley Johnson, San Francisco, stated that she respectfully requested to add an item to the work plan regarding the change in the public comment procedure where the public is no longer allowed to present slides. Shirley requested for the item to be added to the work plan to better understand the reason for the change.

Committee comment:

Chair Brian Shaw stated that he has asked staff about the change to the public comment procedures and that staff is looking into that and may be addressed in the staff report at a later date.

### **JPB CAC Work Plan**

#### June 19, 2019

- Wi-Fi Update
- Diridon Update
- Explanation of JPB services

#### July 17, 2019

- Grade Crossing Improvements
- Camera System
- Visual Messaging System

#### Items to be scheduled

- Schedule Audit – requested on 3/6/18 by Member Lauren Fernandez
- Presentation on a plan to clean-up right of way – requested by chair, Brian Shaw on 8/15/18.

#### **DATE, TIME AND LOCATION OF NEXT REGULAR MEETING:**

June 19, 2019 at 5:40 p.m., San Mateo County Transit District Administrative Building, 2<sup>nd</sup> Floor Bacciocco Auditorium, 1250 San Carlos Avenue, San Carlos, CA.

Adjourned at 8:38 pm



## Memorandum

**Date:** May 23, 2019  
**To:** Board of Directors  
**From:** Jim Hartnett, Executive Director  
**Subject:** June 6, 2019 JPB Board Meeting Executive Director's Report

**AGENDA ITEM #8  
JUNE 6, 2019**

- **On-time Performance –**
  - **Through May 22:** The preliminary May 2019 OTP was 94.6 percent compared to 94.5 percent for May 2018.
    - **Trespasser Strike –** There was one trespasser strike on May 15, resulting in a fatality.
  - **April:** The April 2019 OTP was 93.6 percent compared to 92.6 percent for April 2018.
    - **Trespasser Strike –** There were two trespasser strikes on April 10 and 22, both resulting in a fatality.
- **SF Weekend Service Closures Update –** The additional SF Weekend Service Closures (Weekend Bus Bridge between Bayshore and SF stations) after the April 1st, 2019 timetable update have been cancelled for:
  - Saturday June 1<sup>st</sup> and Sunday June 2<sup>nd</sup>
  - Saturday June 22<sup>nd</sup> and Sunday June 23<sup>rd</sup>

Updated information is posted to: [caltrain.com/SFWeekendClosure](http://caltrain.com/SFWeekendClosure)

- **Caltrain Mobile Quarterly Update –** During the first quarter of 2019, nearly 139,000 tickets were sold thru the app. There was an 18 percent increase in the number of downloads and ticket sales increased by 31 percent compared to the fourth quarter of 2018. Moovel North America reported that Caltrain had the largest percentage increase in sales from the last quarter in

2018 to the first quarter of this year when compared to the other Bay Area mobile ticketing app powered by the vendor.

Since the implementation of the mobile payment (Google Pay and Apple Pay) in December 2018, credit card and PayPal users are converting to mobile payment. Apple Pay usage continues to grow at one to two percent per month within the first quarter. In March 2019, 18 percent of the tickets purchased were paid using Apple Pay.

Caltrain created a special event joint VTA Day Pass ticket for the College Football Playoff National Championship held at Levi's Stadium in January which was available for sale about one week prior to the event.

Caltrain continues to work with the vendor to enable daily parking purchase through the mobile ticketing which is expected to launch this summer.

Caltrain's mobile ticketing solution provider, moovel is becoming REACH NOW, a mobility joint venture between BMW Group and Daimler AG.

- **CAC Meeting** – The Citizens Advisory Committee met on Wednesday, May 15, in San Carlos. Sebastian Petty, Senior Policy Advisor, provided a presentation on the Caltrain Business Plan. Casey Fromson, Director, Government & Community Affairs, provided a presentation on Electric Train Reconfiguration and Bike Improvements at Stations and provided a Legislative update. Joe Navarro, Deputy Chief – Rail Operations, provided the Staff Report. The next CAC meeting is scheduled for Wednesday, June 19, in San Carlos.
- **BAC Meeting** – The Bicycle Advisory Committee met on Thursday, May 16, in San Carlos. Casey Fromson, Director, Government & Community Affairs, provided a presentation on the Caltrain Business Plan and a presentation on Electric Train Reconfiguration and Bike Improvements at Stations. Brent Tietjen, Government & Community Relations Officer, provided the Staff Report. The next BAC meeting is scheduled for Thursday, July 18, in San Carlos.
- **Special Event Train Service**

**Services Provided:**

- **San Jose Sharks** – The SJ Sharks advanced to the second playoff round and hosted the Colorado Avalanche on 4/26, 4/28, 5/4 and 5/8.

The Sharks advanced to the Western Conference Finals of the Stanley Cup and hosted the St. Louis Blues on 5/11, 5/13, 5/19. The Blues eliminated the Sharks in the Finals (4-2), ending the Sharks post-season run.

Total additional riders for the regular season, boarding at San Jose Diridon station, was 8,930, which represents a 21 percent decrease compared to the 2017/2018 season.

Total additional post-game ridership for the six playoff home games in April was 1,762. Total additional post-game ridership for the five playoff home games in May was 778. Average additional ridership per game for the playoffs was 231, which represents a 36 percent decrease compared to the 2017/18 playoff average.

- **Giants Baseball** – The Giants hosted 15 regular season home games in April. Total additional ridership alighting and boarding at San Francisco station, was 54,918. Year-to-date pre and regular season ridership, alighting and boarding at San Francisco station, was 58,283, a 41 percent decrease compared to the same number of games in 2018. Wet weather and lower attendance at Giants game may have impacted ridership.

The Giants hosted 13 regular season home games in May.

- **Bay to Breakers** – On Sunday, May 19, Caltrain operated four scheduled special pre-event trains and extra post-event trains for the Bay to Breakers Race which started at 8:00 a.m. in San Francisco. Riders were encouraged to purchase pre-sales for Day Passes available beginning, Monday May 13 on the new Caltrain Mobile App. There was field staff and ambassadors at the San Jose Diridon and Palo Alto stations pre-event to assist passengers. Total northbound special trains ridership was 1,914, a decrease of 40 percent compared to 2018. Total southbound special trains ridership was 454, a decrease of 48 percent compared to 2018. Wet weather the day of event may have contributed to the event ridership decline.

#### **Services Scheduled:**

- **Giants Baseball** – Regular season continues through September. The Giants will host fifteen regular season home games in June. Caltrain will provide regular baseball service for all home games.
- **Memorial Day Holiday Service** – On Monday, May 27, Caltrain will operate a Holiday/Sunday schedule in observance of the Memorial Day holiday. The weekend Tamien-San Jose Diridon shuttle will also operate that day.

- **San Jose Earthquakes at Stanford Stadium** – On Saturday June 29, at 6:30 p.m., the San Jose Earthquakes soccer team will host the Los Angeles Galaxy at Stanford Stadium. Caltrain will make stops at Stanford Stadium before and after the game.
- **Gay Pride Weekend** – On Saturday, June 29, Caltrain will provide extra capacity post-festival to accommodate crowds. On Sunday, June 30, Caltrain will provide two special northbound express trains departing from San Jose for riders headed to the Gay Pride parade and festival in downtown San Francisco. Along with operating Giants Service for the 1:05 p.m. home game the same day, Caltrain will provide extra capacity post-parade and festival to accommodate crowds.
- **Independence Day Holiday Service & SF Fireworks Service** – On Thursday, July 4, Caltrain will operate a Holiday/Sunday schedule in observance of the Independence Day holiday. The weekend Tamien-San Jose Diridon shuttle will also operate that day. Caltrain will also provide extra evening northbound service to accommodate passengers after the SF fireworks display in the Fisherman's Wharf area. The last northbound last train will depart SF at 12:05 a.m.

- **Capital Projects –**

The Capital Projects information is current as of May 17, 2019 and is subject to change between May 17 and June 6, 2019 (Board Meeting).

- **San Francisco Highway Bridges:** Replace three obsolete overhead vehicular bridges located in San Francisco at 23rd Street, 22nd Street, and Paul Avenue. Construction started in March 2015 and was substantially completed in May 2017.

Updated Memorandum to resolve Buy America issue with Caltrans was resubmitted for final approval. FHWA letter has also been routed for review and final acceptance. Discussions regarding cost reimbursement from the City of San Francisco for their Auxiliary Water Supply System (AWSS) are in progress. The AT&T relocation reimbursement request for performing utility relocation on their behalf is in the process of being transmitted.

- **San Mateo 25th Avenue Grade Separation Project:** Raise the elevation of the alignment from Hillsdale Boulevard to south of the Highway 92 Overcrossing in the city of San Mateo. The project creates a grade separation at 25th Avenue, relocates the Hillsdale Station to the north, and creates two new east-west street grade-separated connections at 28th and 31st Avenues in San Mateo. Construction of the elevated rail alignment

and the new Hillsdale Station will be phased to limit impact to the operating railroad.

The cutover and relocation of underground third-party fiber optic cables (TPFOC) and Caltrain's Positive Train Control (PTC) Fiber Optic cable was completed at the end of March. Due to delays with the agreement with the Union Pacific Railroad, the TPFOC cutover was delayed by 2-months. Construction of the new 28th Avenue Bridge, and 31st Avenue Bridges also continued. Construction of the Mechanically Stabilized Earthen (MSE) walls between 25th and 28th Avenues, the coping for the MSE Walls between Borel and 25th Avenue, and the ramp walls for the new location of the future Hillsdale Station by 28th Avenue also continued.

The temporary closure of the Hillsdale Station, to allow completion of the project, is now forecast to occur in the Winter of 2019 until Summer of 2020. During the temporary closure, enhanced bus and shuttle service to the Belmont Station will be provided to minimize the temporary passenger inconvenience.

Due to delays associated with obtaining UPRR approvals and its impact to beginning 3rd party fiber optic relocations; the project schedule has been affected. Overall construction completion is forecast to be approximately 12-months late, with the completion date extended from early 2020 to early 2021. In addition, to the schedule impacts, the project has experienced significant impacts due to the inefficiency of working around a live fiber facility, as well as incurring additional construction costs associated with installing and working around temporary steel plate, and soldier pile walls, required to protect the 3rd party fiber optic during construction. This project will require additional contract authority and is expected to make this request at the August Board meeting.

- **South San Francisco Station Improvements:** Replace the existing side platforms with a new centerboard platform, construction of a new connecting pedestrian underpass to the two new plazas in downtown South San Francisco to the west and the shuttle area to east. Upon completion, the hold-out rule at this station will be removed that currently impacts the overall system operational efficiency.

In May, Third party utility relocations for water, gas and electric are currently in progress. Construction of utilities on Poletti Way also continued. Construction of foundations for the Overhead Contact System (OCS) poles for the Electrification project continued.



Critical third-party utility relocations that were originally scheduled to begin in November 2017 were delayed until August 2018 due to delays in obtaining Caltrans permits. Due to physical conflicts between third-party utility relocations and civil construction for critical path activities such as the pedestrian underpass, a partial suspension has been issued for construction to minimize delays and inefficiencies that would be caused by the stacking of the utilities and construction work. Critical path station related construction that was planned to resume in April 2019 is delayed until July 2019 due to delays in the relocation of existing PG&E gas and electric utilities. Relocation of Cal Water utilities has been completed. Non-critical path activities such as OCS foundations for the Electrification project and work on Poletti Way will continue during the suspension period. Project delays due to Caltrans issues and PG&E utility relocation are currently being assessed.

- **Ticket Vending Machine (TVM) Rehabilitation:** Upgrade the existing TVM Server and retrofit and refurbish two existing TVM machines to become prototypes for new TVM's so that the machines are capable of performing the functions planned for the current Clipper program. The prototype machine are to be able to dispense new Clipper cards (excluding discount Clipper cards that require verification of eligibility) and have the ability of increasing the cash values of existing Clipper cards. There is also an option to retrofit 12 additional TVM's. There is an additional phase for the rehabilitation of the remaining 28 TVM's that will be requested for capital funding.

The contract Notice to Proceed was issued effective April 15, 2019 and design is in progress. Factory Acceptance Testing of the Mockup prototype is scheduled for August 2019 and completion of the 2 prototype machines is expected by the October 2019. The option for retrofitting 12 additional TVM's, if executed, would follow the acceptance of the 2 prototypes. Funding for the option is not yet secured.

- **Mary and Evelyn Avenue Traffic Signal Preemption Project:** Perform upgrades to train approach warning systems at the Mary Avenue and Evelyn Avenue crossings in Sunnyvale. The project will improve vehicle safety at the at-grade crossings by increasing the traffic signal advance warning times for approaching trains in order to clear vehicles at the crossings. This project will mimic the previously completed traffic signal preemption project that was completed in 2014 in Redwood City, Palo Alto and Mountain View.

The design for this project began in late January 2019; however, the design has been placed on hold. Design is currently impacted by design

coordination with the Electrification project to assure that the work between contracts is properly coordinated at the crossings. Additionally, the project is also waiting for signal timing clarifications from the City of Sunnyvale in order to proceed with design. The City is engaging a consultant to develop this required information. A revised completion date for the project will be developed after these issues are resolved.

This project is being funded through the State of California Public Utilities Commission Section 130 program to eliminate hazards at existing grade crossings.

- **F-40 Locomotive Mid-Life Overhaul Project:** Perform mid-life overhaul of three F40PH2C locomotives. The mid-life overhaul of the locomotives shall include complete disassembly of the main diesel engine, overhauling by reconditioning re-usable main frame components and re-assembly with new engine components and replacement of the Separate Head-End Power (SEP-HEP) unit and all electrical components of the SEP-HEP compartment. All areas of the locomotive car body, trucks, wheels and electrical components shall be reconditioned to like-new condition or replaced with new material. The work shall be completed off-site at contractor's (Motive Power) facility location at Boise, Idaho. The three locomotives are Locomotive #'s 920, 921 and 922.

Locomotives #'s 920 and 921 were shipped to the vendor's facility in Idaho in February and March of 2018. Locomotive #920 has passed acceptance testing and was shipped to CEMOF in May.. Locomotive #921 is still undergoing acceptance testing and shipment to follow upon completion of acceptance testing. Locomotive #922 has been shipped from CEMOF and is in route to the vendor's facility.

Delays to the return of the first 2 vehicles are related to: 1) locomotive component condition that was poorer than was originally anticipated; and 2) critical personnel shortages at Motive Power, the locomotive overhaul contractor.

- **MP-36 Locomotive Mid-Life Overhaul Project:** Perform mid-life overhaul of six MP-36-3C Locomotives. The mid-life overhaul of the locomotives shall include complete disassembly of the main diesel engine, overhauling by reconditioning re-usable main frame components and re-assembly with new engine components and the replacement of the Separate Head-End Power (SEP-HEP) unit and all electrical components of the SEP-HEP compartment. All areas of the locomotive car body, trucks, wheels and electrical components shall be reconditioned to like-new condition or replaced with new material. The project work shall be completed off-site at

the contractor's facility location. The 6 locomotives are Locomotive #'s 923, 924, 925, 926, 927 & 928.

The scope of the work is currently under review and award anticipated in Fall 2019.

**PENINSULA CORRIDOR JOINT POWERS BOARD  
STAFF REPORT**

TO: Joint Powers Board  
THROUGH: Jim Hartnett  
Executive Director

FROM: John Funghi  
Chief Officer, Caltrain Modernization Program

SUBJECT: **PENINSULA CORRIDOR ELECTRIFICATION PROJECT MONTHLY PROGRESS  
REPORT**

**ACTION**

Staff Coordinating Council recommends the Board receive the Peninsula Corridor Electrification Project (PCEP) Monthly Progress Report (MPR). The MPR is available online under "Reports and Presentations" at this webpage:

[http://www.caltrain.com/projectsplans/CaltrainModernization/CalMod\\_Document\\_Library.html](http://www.caltrain.com/projectsplans/CaltrainModernization/CalMod_Document_Library.html)

**SIGNIFICANCE**

Staff prepares and submits a report covering the PCEP on a monthly basis.

**BUDGET IMPACT**

There is no impact on the budget.

**BACKGROUND**

The MPR is intended to provide funding partners, stakeholders, and the public a PCEP overview and an overall update on project progress. The document provides information on the scope, cost, funding, schedule, and project implementation.

**PENINSULA CORRIDOR JOINT POWERS BOARD**  
**STAFF REPORT**

TO: Joint Powers Board

THROUGH: Jim Hartnett  
Executive Director

FROM: Michelle Bouchard  
Chief Operating Officer, Rail

SUBJECT: **CALTRAIN POSITIVE TRAIN CONTROL PROJECT UPDATE – MAY 2019**

**ACTION**

Staff Coordinating Council recommends that the Board receive the Positive Train Control (PTC) report for May 2019.

**SIGNIFICANCE**

Staff will provide monthly updates covering PTC related activities during the previous month and provide a preview of activities anticipated to take place during the current month.

**BUDGET IMPACT**

There is no budget impact.

**MONTHLY UPDATE**

**1. Project Schedule - Major Milestones for Caltrain PTC Implementation:**

<u>Key Project Activity</u>	<u>Expected Completion</u>	<u>Progress as of 4/17/19</u>	<u>Progress On Track?</u>	<u>Mitigation Required or Approvals Needed</u>
Approval of Designated Revenue Service Demonstration (RSD) Test Request	May 31 <sup>st</sup>	Completed	Completed	Formal conditional approval received on September 10. Team incorporating FRA conditions in test plan to ensure compliance to approval.
Approval of revised project PTC Implementation Plan (PTCIP) and Request for Amendment (RFA)	May 31 <sup>st</sup>	Completed	Completed	Formal approval received on September 20.
Pilot Installations (4) Completed	June 20 <sup>th</sup>	Completed	Completed	All pilots completed
Submit Designated RSD Application	Oct 15 <sup>th</sup>	Completed	Completed	RSD Application submitted and in review by FRA.
Submit Full Track RSD Application	June 7 <sup>th</sup>	Plan	Yes	Draft RSD for full track has been reviewed by FRA test monitor.
Complete Critical Feature Verification & Validation (V&V) for Designated Track RSD	Oct 30 <sup>th</sup>	Completed	Completed	
Complete Designated RSD Training	Nov 14 <sup>th</sup>	Completed	Completed	Training for designated RSD personnel completed
Complete Required Vehicle Installations	Dec 3 <sup>rd</sup>	Completed	Completed	(44) Installs required for RSD completed, punch list items being addressed by Wabtec.
Meet FRA Statutory Requirements and Substitute Criteria	Dec 31	Completed	Completed	Met FRA December 31, 2018 deadline
Obtain Alternative Schedule approval from FRA	Mar 15 <sup>th</sup> 2019	Completed	Completed	Received FRA's approval on February 6.
Completion of Remaining Vehicle Installation (all 67 units)	April 30, 2019	Completed (63 Units )	Completed (63 Units )	Except three F40PH 3Cs Rehab vehicles that are out of property and one wrecked vehicle.
Full RSD - Complete Remaining Critical Feature V&V	Jan 2019	Completed	Completed	
Full RSD – Complete Wayside Interface Unit (WIU) V&V	March 15, 2019	Completed	Completed	

Key Project Activity	Expected Completion	Progress as of 4/17/19	Progress On Track?	Mitigation Required or Approvals Needed
Full RSD – Complete Lab Integrated End to End Testing (LIEE)	June 30, 2019	Plan	Yes	LIEE Started on April 12, 2019
Full RSD – Complete Field Integrated Testing (FIT)	August 2019	Plan		
Full RSD – Complete Field Qualification Testing (FQT)	September 2019	Plan		
*Commence Full RSD – Caltrain ROW	October 2019	Plan		Target to commence RSD in September per rebaseline schedule
*Complete Interoperability Testing with UPRR South of CP Lick	December 2019	Plan	Yes	Coordination effort with UPRR has commenced
*Complete Interoperability Testing with Tenant Railroads	April 30 2020	Plan		Coordination effort with AMTRAK and ACE have commenced
Submit Caltrain PTC Safety Plan to the FRA	June 01, 2020	Plan		
Complete Caltrain PTC Implementation	December 2020	Plan		

\*Key project milestones for 2019/2020 have incentive payments as part of a contract negotiation concluded on May 7, 2020.

## 1. Major Wabtec activities for May 2019:

- Continued installations of onboard equipment on Caltrain locomotives and cab cars.
  - Completed all onboard installations except for three that are currently off property for overhauls and one wrecked vehicle.
  - Punch list items are still being addressed by Wabtec.
- Continued Vehicle Acceptance Testing (VAT) on all PTC-installed locomotives and cab cars to ensure PTC equipment is functional under real-time track conditions; VAT is complete except for the four vehicles referenced above.
- Wabtec has officially released subdiv file versions 9014 & 9015 for the full track.
- Commenced BCCF Integrated Lab installation and configuration.
- Completed Cycle 1 of Lab End to End Integrated Testing (LIEE) without any level 1 and 2 defects. Commenced Cycle 2 of LIEE Testing for the full track.
- Continued ITCM Test Federation and Production Federation effort with other railroads for PTC testing and implementation.
- Continued to track Key Performance Indicators for project progress reporting.
- Finalized Master Training Plan that reflects all courses required for Operations and Maintenance staff.
- Continued development of PTC 101 on-line training course.
- Developed Test Procedure for Interoperability Lab Testing with UPRR
- Performed Data Communication Subsystem testing in preparation for Field Integrated Testing (FIT).
- Finalized Field Integrated Test (FIT) Procedure.
- Kicked off the implementation of Key Exchange Server (KES) with hosted solution from ARINC.
- Commercial negotiations concluded on May 7<sup>th</sup>, 2019 with executives from Caltrain and Wabtec. Both parties agreed upon key milestones, incentives, liquidate damages and added scope items.

## 2. Vehicle Installation:

Wabtec completed installation of (44) I-ETMS modules on the Caltrain locomotives and cab cars as required in Caltrain's Implementation Plan and statutory criteria requirements in early November of 2018. Wabtec has completed installations on the remaining Caltrain fleet (23 additional locomotives and cab cars) on April 8 2019. This excludes three

locomotives that are off property for overhaul and one damaged cab car. Table below provides the overall status of 67-vehicle installation as of April 17, 2019. No additional update this month.

<b>I-ETMS On-Board Installation Progress (As of 4/17/19)</b>			
<b>Equipment</b>	<b>Completed</b>	<b>In Progress</b>	<b>Pending</b>
F40	20	0	3
MP36	6	0	0
Bombardier Cab	9	0	0
NS Gallery Cab	26	0	1
MP1500	2	0	0
<b>Total</b>	<b>63</b>	<b>0</b>	<b>4</b>
<b>%</b>	<b>94%</b>	<b>0%</b>	<b>6%</b>

### 3. Other Key Activities for May of 2019:

This section reports on PTC project general progress and issues being performed and tracked in addition to the Wabtec contract during the current reporting month.

- 1) ARINC has released an updated ROCS database for WABTEC Lab testing.
- 2) The long-term maintenance service scope of work for all systems residing in the CCF and BCCF that support Rail Operations has been finalized and has been issued to ARINC for price proposal. The new long-term maintenance service contract with ARINC will replace the current ROCS and other maintenance contracts. It is targeted for award by August 2019.
- 3) The PTC project continues its coordination efforts with the Electrification and EMU programs via regularly scheduled status meetings. Ad hoc meetings to discuss topics requiring in-depth or immediate decisions are held as needed. Data sharing of fiber audit results and testing schedules (sharing of track and time) is ongoing to ensure both teams coordinate needs.
- 4) Caltrain Configuration Management (CM) manager continues full integration into project team to ensure all Caltrain CM requirements are maintained during project execution and transition to daily operations upon project completion. The PTC Configuration Freeze periods have been identified. During freeze periods, the current capital projects, including PCEP, will not be able to change the infrastructure of the railroad in support of PTC RSD roll out and Interoperability testing with all tenant railroads. All changes will go through the CM process with approval from the Configuration Change Control Board.
- 5) Herzog Technology Incorporated (HTI) team of PTC experts continued PTC go-live effort with Caltrain Operations and the PTC project team to ensure a smooth transition of PTC to operations and maintenance. These efforts include finalizing the RSD rollout strategy, resource planning for both Caltrain and TASI operations and maintenance and coordination of Master Service Agreements (MSA) negotiations with key suppliers required to support PTC long term service needs.

### 4. Change Order Log:

The additional scope items negotiated with Wabtec total \$1.42 M are needed to support the new milestone schedule approved by FRA in December. They relate to interoperability and the communications system. The funds for this scope will be taken from the board approved \$4.5M contingency. This is the only change order for this contract. This change order was reviewed by the Change Management Board in May.

Details of the scope is as follows:

- Interoperability Testing with other tenant railroads (ACE, Amtrak/Capital Corridor) = \$952,875.00
  - Level of effort was difficult to determine at the time of contract award due to overall industry status and lack of detailed requirements available. Original plan was to address this effort in the long term maintenance agreement. Needed now to support timely Safety Plan submittal to FRA.
- Additional Communications Scope (Physical Separation of Cell Network, PTC Virtualization, ATCS) = \$341,061
  - The Contract anticipated potential changes with the Communications and Back Office Subsystems due to the unknown state of the assets left by the previous contractor. Once under contract, WABTEC conducted audited the existing systems. This additional scope is the result of those audits and design reviews to ensure proper system functionality.
- Extra Hardware (Core Switches) = \$121,871
  - The current Network Design limits expansion. Based on the needs of the Railroad to expand the network to accommodate the current and future projects, these additional switches are required in the Back Office
- Rewiring of Unit 4017 = \$7,157
  - This unit required rewiring due to rodent damage after the initial installation was complete

**5. Risk Management:**

Caltrain and Wabtec have agreed to share the management of an identified list of risk items that were identified during the contract negotiations. The total cost allocated to these risks is \$1.9M to be shared amongst both parties. Unrealized risks will result in cost savings to Caltrain.

To date no risks have been identified requiring use of the risk funds. Caltrain and Wabtec will jointly review the shared risk register and provide an updated version as part of commercial negotiations in May 2019.

There are also risks to be monitored outside the Wabtec specific contract that the project team monitors and mitigates as necessary. The following table captures the top risks both external (outside the Wabtec contract) and internal (specific to the Wabtec contract):

Risk Item	Type	Mitigation Action
Potential EMU delay due to move from I-ITCS to I-ETMS	External	Project team continues to support EMU team effort to bring Wabtec under contract to provide PTC solution required for EMU cars with minimal delay
FRA process changes	External	Maintain close and open relationship with key FRA contacts to ensure all submittals are done correctly and within required time frame to achieve approvals required to enter into RSD
Interoperability delays	External	Caltrain is working with UPRR and tenants to ensure agreed to interoperability schedule dates are maintained
Track access delays	Internal	Ensure field test schedule is maintained by coordinating all field work in combination with other capital project's needs, particularly the PCEP project.



Risk Item	Type	Mitigation Action
Back Office Server (BOS) documentation scope creep	Internal	Ensure standard documentation supplied by Wabtec meets requirements of Caltrain specification criteria
Key Exchange Server Solution	Internal	Implementation of Caltrain Key Exchange Server timely to support Interoperability Testing with UPRR in early July.
FRA Approval of RSD Application	External	Caltrain has submitted RSD application for the designated track segment and will submit draft full track RSD application for review and comments. FIT and FQT test results will be submitted prior to approval of RSD application from the FRA.

**6. FRA Coordination Status:**

- o Continued weekly calls with FRA review team
- o Submitted draft versions of RSD Application and Field Integrated Test Plan to FRA for review

**7. Caltrain Roadmap to Full RSD and Interoperability:**

- o Caltrain is pursuing the following steps to achieve Revenue Service Demonstration (RSD) and Interoperability Testing in order to achieve overall system certification.
  1. Alternative Schedule was approved on February 6, 2019
  2. RSD application was submitted to FRA for approval in November. FRA is reviewing. Caltrain will submit full track RSD application by the 2<sup>nd</sup> quarter of calendar 2019.
  3. Caltrain will complete all field validation by the 1<sup>st</sup> quarter of 2019 to enable commencement of Laboratory Integrated Testing for full track in April of 2019.
  4. Caltrain will be performing Field Integrated Testing (FIT) and Field Qualification Testing (FQT) for full track to achieve full RSD by October of 2019
  5. Caltrain will continue training remaining TASI personnel to support full track RSD and PTC operations
  6. Caltrain will commence Interoperability Laboratory Testing with tenants in summer of 2019 and commence Interoperability Testing with UPRR post Caltrain full RSD. The goal is to achieve Interoperability with UPRR by December of 2019
  7. Caltrain will commence Interoperability Testing with all other tenants on Caltrain property to achieve interoperability requirements and commence PTC governed operation by May 2020.
  8. Caltrain will complete submission of final PTC Safety Plan by June 2020 and receive full system certification by December 2020.

## 8. Cost – Spend vs Budget with Actuals and Accruals through April 2019:

	(A)	(B)	(C)	(D)	(E)	(F) = (C - E)	(G) = ( D / E)
Project Cost Analysis	Original Budget (US\$MM)	Approved Changes (Contractor) (US\$MM)	Project Current Budget (US\$MM)	Expended and Accruals To- Date (US\$MM)	Estimated at Completion (EAC) (US\$MM)	Variance at Completion (US\$MM)	% Expended of EAC
<b>CBOSS PTC Project (Jan 2008 - Feb 2018)</b>	\$ 231.00		\$ 239.88	\$ 202.26	\$ 202.26		
Caltain PTC Project (March 1st 2018 - June 2020):							
Integrator WABTEC Contract	\$ 43.01		\$ 43.01	\$ 18.07	\$ 43.01	\$ -	42.01%
Other Contractors	\$ 6.00		\$ 6.00	\$ 1.53	\$ 6.00	\$ -	25.48%
Potential Changes	\$ 2.00		\$ 2.00		\$ 2.00	\$ -	
Potential Incentive - WABTEC	\$ 2.00		\$ 2.00		\$ 2.00		
Other Program Costs	\$ 30.34		\$ 30.34	\$ 9.23	\$ 30.45	\$ (0.11)	30.32%
Project Contingency	\$ 6.06		\$ 6.06		\$ 5.95	\$ 0.11	
<b>Total PTC Project</b>	\$ 89.41		\$ 89.41	\$ 28.83	\$ 89.41	\$ (0.00)	32.25%

Note:

- 1). Expended and Accruals To-Date is through April 30, 2019;
- 2). Integrator Wabtec Contract Value includes Shared Risk with Not to Exceed Total of \$1.91MM;
- 3). Other Contractors amount includes ROCS Modification and potential fiber fixes;
- 4). Potential Changes amount is set for future project change orders as result of WABTEC assessment and survey for the communications and office subsystems;
- 5). Potential incentive amount reflects what is in the WABTEC conformed agreement;
- 6). Other Program Costs includes JPB project oversight costs, TASI support and Other Direct Cost for PTC project delivery;
- 7). Project contingency includes a) contingencies for WABTEC contract per Board Staff Report; b) JPB project team cost contingency;
- 8). CBOSS PTC project budget and actual cost are highlighted to reflect prior March 1st, 2018 CBOSS project financial data.
- 9). Negotiated additional scope items will be included in WABTEC's contract once a contract amendment is issued. There is no budget impact since project has budgeted adequate potential change for the amount of \$2MM (note no. 4 above) for added scope items.

## 9. Upcoming Key Activities in June 2019:

- 1) Complete MP1500 locomotive Brake Testing that will conclude Brake Testing.
- 2) Continue Laboratory Integrated End to End (LIEE) Testing for Full track RSD, target to complete three cycles of LIEE.
- 3) Continue Caltrain BCCF Lab build out and BCCF readiness activities.
- 4) Complete ITCM Test Federation with freight railroads; Production Federation with UP and BNSF were achieved.
- 5) Close out all punch list items on onboard installs and all documentations.
- 6) Continue interoperability coordination with UPRR, Amtrak and other tenants
- 7) Continue regular monthly review with Wabtec senior management to ensure the Wabtec project team maintains focus on 2019 key milestones and full Caltrain RSD.
- 8) Continue to work closely with the FRA regional and national representatives to ensure all aspects of documentation and testing requirements are maintained and approvals (by FRA) granted.
- 9) Submit final Field Integrated Testing (FIT) Test Procedure for FRA review.
- 10) Continue training of remaining 382 TASI employees in support of RSD rollout.
- 11) Commence Field Integrated Testing once FRA approves FIT procedure officially and successful completion of LIEE testing is achieved.

Prepared By: Matt Scanlon, Deputy Director, Systems - 650.622.7819

**PENINSULA CORRIDOR JOINT POWERS BOARD  
STAFF REPORT**

TO: Joint Powers Board

FROM: Jim Harnett  
Executive Director

Michelle Bouchard  
Chief Operating Officer

Derek Hansel  
Chief Financial Officer

SUBJECT: **ADOPTION OF FISCAL YEAR 2020 OPERATING BUDGET AND FISCAL YEAR  
2020 CAPITAL BUDGET, AND AUTHORIZATION TO USE REVENUE  
STABILIZATION FUNDS**

**ACTION**

Staff Coordinating Council (SCC) recommends the Board:

1. Adopt a Fiscal Year (FY)2020 Operating Budget of \$155,704,222;
2. Adopt an FY2020 Capital Budget of \$47,400,185 and
3. Authorize use of \$1,064,614 from the Revenue Stabilization Fund (RSF) to balance the FY2020 Operating Budget.

**SIGNIFICANCE**

In the development of the FY20 Proposed Budgets, staff has attempted to address a number of issues that continue to challenge the Peninsula Corridor Joint Powers Board's (JPB) ability to achieve structural balance. These include increasing costs for "baseline" service, costs associated with legal mandates (including Positive Train Control (PTC)), risks associated with certain uncontrollable expenses (including fuel), and the JPB's lack of a dedicated non-fare revenue stream. These challenges are exacerbated by member funding which has not been able to keep up with the demands of the Caltrain system over the past several years, and by a system operating at capacity during peak hour periods, which materially limits Caltrain's flexibility to address its challenges through service modification.

Operating Budget Overview:

The FY20 Proposed Operating Budget, outlined below, makes a number of hard choices. Service levels in the Proposed Operating Budget remain unchanged from the current service levels. On the revenue side, staff has included increased fare revenue associated with the fare increases adopted by the JPB's Board of Directors in August 2017 (the last of which was the GoPass increase effective January 2019), as well as an assumption of 1.65% ridership growth (which is consistent with longer-term trends, but may be challenging to achieve). On the expense side of the budget, a number of costs are projected to increase due to inflation and contractual requirements. Operating costs associated with PTC implementation are projected to

increase by approximately \$1.0 million from the FY19 budget – this will likely increase substantially in FY21 as well. Position additions in the FY20 Proposed budget total 2.90 full-time equivalent positions (FTEs) – however, the associated additional cost is largely offset by a decrease in the fringe benefit rate. Use of contract resources, both for specific projects as well as seconded staff, is projected at approximately 16% from the FY19 forecast. The budget includes an assumption of stable diesel fuel prices, and assumes that the need to reserve for insurance claims remains relatively modest.

Assuming no increase in operating funding contributions from the JPB member agencies, the proposed revenues and expenditures would leave a budget deficit of approximately \$5.5 million. However, last year staff and the Board discussed a strategy of increased member agency investments over a two year period. In accordance with that strategy, initial indications are that the member agencies will be able to provide operating funding of approximately \$29.9 million in FY20, which would leave a projected deficit of \$1.1 million. Despite staff's development of gap-closing proposals, the proposed budget would require the JPB to draw \$1.1 million from the Revenue Stabilization Fund created by the Board in June 2018.

#### Capital Budget Overview:

The FY20 Proposed Capital Budget reflects member agency funding of \$22.5 million in aggregate (\$7.5 million per member), consistent with FY19. This maintained level of funding allows the JPB to perform some critical work relative to rolling stock "state-of-good-repair" that has been deferred for a number of years; nonetheless, it is important to note that even with this funding, the proposed capital budget falls short of desired investments in these critical areas. If capital funding for members were dropped to the FY18 levels, it would not be possible to do the proposed work, which could negatively impact system-wide performance levels.

This is an exciting period in the evolution of Caltrain, with many positive efforts underway or planned. These proposed budgets are an important step towards that future and enables Caltrain to continue to serve as a critical mobility asset for the Peninsula and the broader San Francisco Bay region.

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## **BUDGET IMPACT - CALTRAIN'S OPERATING BUDGET**

Please refer to Attachment A – FY20 Proposed JPB Financial Statement- Comparative Budgets

A comparative schedule of the FY20 Proposed Operating Budget shows the FY18 Actual, FY19 Revised Budget, FY19 Forecast and the FY20 Proposed Budget

The line numbers for each revenue and expense item refer to the corresponding line numbers on Attachment A

Following is a description of the sources of revenue for PCJPB.

### Fiscal Year 2020 Revenue Projections

Total revenues for FY20 are projected at \$154.6 million, an increase of \$7.5 million or 5.1% over the FY19 Forecast.

Revenue from Operations for FY20 is projected at \$117.7 million, an increase of \$2.4 million or 2.0% over the FY19 Forecast. The revenue from Operations accounts for 76.1% of total revenue.

Revenue from Contributions for FY20 is projected at \$37.0 million, an increase of \$5.2 million or 16.3% higher than the FY19 Forecast.

### REVENUE FROM OPERATIONS

#### Line 1 Farebox Revenue

Farebox revenue includes fare receipts collected directly from rail passengers or through pass sales.

Description	FY2018 ACTUAL	FY2019 REVISED BUDGET	FY2019 FORECAST	FY2020 PROPOSED	Change	% Change
					FY19 Forecast to FY20 Proposed	FY19 Forecast to FY20 Proposed
Caltrain Fares	79,211,206	87,297,684	81,765,000	82,950,000	1,185,000	1.4%
GoPass	17,838,989	20,497,645	21,735,000	23,050,000	1,315,000	6.1%
Farebox Revenue	97,050,195	107,795,329	103,500,000	106,000,000	2,500,000	2.4%

Total Farebox Revenue is estimated to increase by \$2.5 million in FY20 from the FY19 Forecast. The Go Pass rate was increased from \$237.50 per year per eligible user to \$285 in January 2019. That increase will annualize in FY20, increasing Farebox Revenue by an estimated \$1.0 million. Total ridership is assumed to increase in FY20 by 1.65% which will increase Farebox Revenue by an estimated \$2.5 million from the FY19 Forecast.

#### Line 2 Parking Revenue

Parking revenue is generated from fees at parking lots at various passenger stations and from a parking lot located at the SAP Center adjacent to the San Jose Diridon station. For FY20 there are no increases proposed for the monthly parking pass. The last parking rate increase went into effect October 2017. Parking revenue for the FY20 Proposed budget is projected to be the same as the FY19 Forecast.

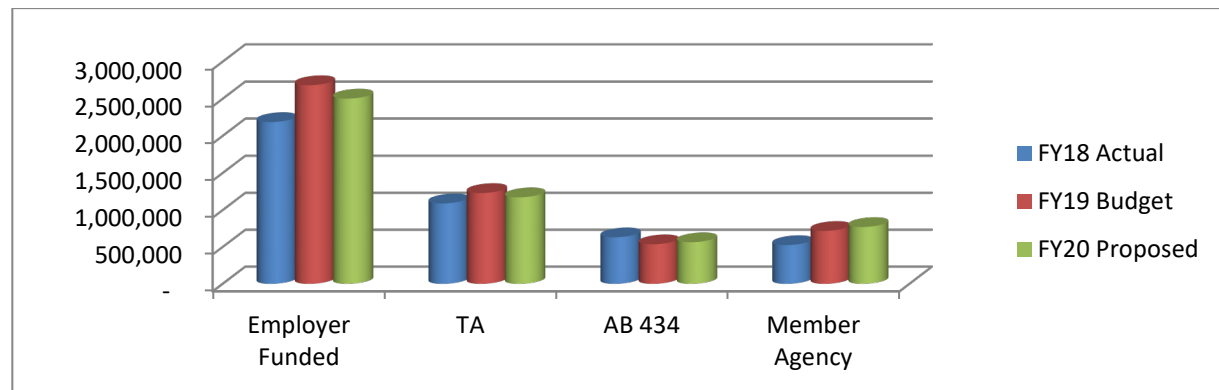
Description	FY2018 ACTUAL	FY2019 REVISED BUDGET	FY2019 FORECAST	FY2020 PROPOSED	Change	% Change
					FY19 Forecast to FY20 Proposed	FY19 Forecast to FY20 Proposed
Parking Revenue	5,603,407	5,845,900	5,500,000	5,500,000	-	0.0%

### Line 3 Shuttle Revenue

The Shuttle Service Program is funded by participating employers, the San Mateo County Transportation Authority (TA), Bay Area Air Quality Management District (BAAQMD) funds and JPB operating funds. This account refers only to the revenue generated from participating local area employers who provide rail passengers the last-mile connections between Caltrain stations and the participating local area employers.

The FY19 Forecast is lower than the FY19 Revised budget due to reduced service levels for routes affected by driver shortages. For FY20, shuttle revenue is projected at \$2.5 million, an increase of \$0.5 million over the FY19 Forecast and is based on service of three vehicles continuing to be suspended.

Description	FY2018 ACTUAL	FY2019 REVISED BUDGET	FY2019 FORECAST	FY2020 PROPOSED	Change	% Change
					FY19 Forecast to FY20 Proposed	FY19 Forecast to FY20 Proposed
Employer Share - SamTrans/JPB Shuttle Programs	2,186,561	2,683,400	2,000,000	2,503,200	503,200	25.2%



Over a 3-year period, employer share has averaged 50.4% of total shuttle funds.

### Line 4 Rental Income

Rental income is generated from Caltrain right of way properties and from bike locker rentals. Rental income for FY20 is projected at \$2.1 million or 1.9% lower than the FY19 Forecast.

Description	FY2018 ACTUAL	FY2019 REVISED BUDGET	FY2019 FORECAST	FY2020 PROPOSED	Change	% Change
					FY19 Forecast to FY20 Proposed	FY19 Forecast to FY20 Proposed
Rental Revenue	2,070,135	1,873,000	2,100,000	2,060,540	(39,460)	-1.9%

### Line 5 **Other Income**

Other Income consists of income earned on invested funds, shared track usage maintenance fees, and advertising income. Other Income for FY20 is projected at \$1.6 million, or 27.8% lower than the FY19 Forecast.

Advertising revenue, which accounts for 46.5% of total Other Income, is generated from train wraps, stations, ad cards, and digital displays. The FY20 estimates are based on contractual minimum annual guarantees. In early FY19, digital displays were introduced as a new ad medium and showed a slow start but have since picked up considerably.

Shared track usage maintenance fees come principally from the Union Pacific Railroad.

Description	FY2018 ACTUAL	FY2019		FY2020 PROPOSED	Change	
		REVISED BUDGET	FY2019 FORECAST		FY19 Forecast to FY20 Proposed	% Change FY19 Forecast to FY20 Proposed
Misc. Operating Revenue	72,968	260,000	44,000	73,000	29,000	65.9%
Charter & Special Movement	15,000	-	-	-	-	0.0%
Shared Track Maintenance Revenue	637,774	350,000	330,000	463,000	133,000	40.3%
Other Non-Transit Revenues	401,121	162,000	440,000	264,000	(176,000)	-40.0%
Insurance Reimbursements	-	-	-	-	-	0.0%
Advertising Income	1,016,385	400,000	1,166,000	738,450	(427,550)	-36.7%
Other Interest Income	59,064	20,000	-	-	-	0.0%
Interest Income - Bond Trustee	25,806	-	44,000	50,000	6,000	13.6%
Interest income-LAIF	-	-	154,000	-	(154,000)	-100.0%
Interest Income - County Pool	-	-	22,000	-	(22,000)	-100.0%
Other Income	2,228,119	1,192,000	2,200,000	1,588,450	(611,550)	-27.8%

There is no interest income projected for FY20 Interest income – Local Agency Investment Fund (LAIF) as JPB withdrew the LAIF balances in FY19. Only the Bond Trustee fund remains. Changes effectuated through the 2019 financing allow Treasury staff to maintain tighter cash balances, which has positive offsets elsewhere in the budget.

## **CONTRIBUTIONS**

### Line 9 **AB434 & TA Shuttle Funding**

As addressed above, the JPB shuttle services program has multiple funding streams. Contributions for the service come from State and local sources. In 1991, through Assembly Bill (AB)434, the State Legislature authorized a \$4 surcharge on cars and trucks to fund projects that reduce on-road motor vehicle emissions. AB434 revenues provide partial funding for the JPB shuttle program through a competitive grant process managed by BAAQMD. The TA also funds shuttle services with revenues of the Measure A San Mateo county-wide sales tax. ABA434 and TA Shuttle funding for FY20 is projected at \$1.7 million or 1.7% lower than the FY19 Forecast.

Description	FY2018 ACTUAL	FY2019		FY2020 PROPOSED	Change FY19 Forecast to FY20 Proposed	% Change FY19 Forecast to FY20 Proposed
		REVISED BUDGET	FY2019 FORECAST			
AB434 - California Clean Air A	632,025	537,200	537,200	565,050	27,850	5.2%
TA Contr-SM Cnty Caltrain Shut	1,091,229	1,230,500	1,230,500	1,172,900	(57,600)	-4.7%
AB434 & TA Shuttle Funding	1,723,254	1,767,700	1,767,700	1,737,950	(29,750)	-1.7%

### Line 10 **Operating Grants**

State Transit Assistance (STA) revenue is generated from the statewide sales tax on diesel fuel and is allocated to the region's transit operators by formula. The formula allocates funds on the basis of population, amount of passenger fares and local support revenues collected by transit operators. The State sends out projections assuming a growth rate and adjusts these throughout the year.

Description	FY2018 ACTUAL	FY2019		FY2020 PROPOSED	Change FY19 Forecast to FY20 Proposed	% Change FY19 Forecast to FY20 Proposed
		REVISED BUDGET	FY2019 FORECAST			
Operating Grants	4,265,650	3,700,607	3,700,607	5,327,497	1,626,890	44.0%

The STA funding for FY20 is projected at \$5.3 million, an increase of \$1.6 million over the FY19 Forecast. The FY20 budget increase of \$1.6 million reflects \$0.6 million of FY18 carryforward and a \$1.0 million assumed growth in revenues based on Governor Newsom's Proposed FY20 State budget.

### Line 11 **JPB Member Agencies**

JPB has three member agencies: the City and County of San Francisco, the San Mateo County Transit District and the Santa Clara Valley Transportation Authority. Contributions from the member agencies are calculated in accordance with an allocation methodology based on the average mid-weekday boarding data including Gilroy and adjusted for FY20 to reflect passenger data collected in FY19. The FY20 Proposed budget shows an increase of \$4.5 million over the FY19 Forecast.

Description	FY2018 ACTUAL	FY2019		FY2020 PROPOSED	Change FY19 Forecast to FY20 Proposed	% Change FY19 Forecast to FY20 Proposed
		REVISED BUDGET	FY2019 FORECAST			
JPB Member Agencies	20,448,014	25,448,014	25,448,014	29,921,971	4,473,957	17.6%

## **EXPENSES**

Following is a description of the primary expenses incurred by JPB. A comparative schedule of the FY20 Operating budget shows the FY18 actual expenses, FY19 Revised Budget, FY19 Forecast and the FY20 Proposed budget.



**Fiscal Year 2020 Expense Projections**

Grand Total Expense for FY20 is projected at \$155.7 million, an increase of \$8.6 million or 5.8% over the FY19 Forecast.

Operating Expense for FY20 is projected at \$128.7 million, an increase of \$7.7 million or 6.4% over the FY19 Forecast.

Administrative Expense for FY20 is projected at \$24.4 million, a decrease of \$0.2 million or 0.6% less than the FY19 Forecast.

**OPERATING EXPENSE**

**Line 19 Rail Operator Service**

The JPB contracts out for rail operator service. The current operator contract is with TransitAmerica Services, Inc. (TASI). TASI was awarded the contract on September 1, 2011 for a five year term which expired on June 30, 2017, with an option to extend for up to five additional years. On February 2, 2017, the Board approved an amendment to exercise the five one-year options to extend the contract through June 30, 2022.

TASI provides rail operations, maintenance and support services in the following areas: Administration/Safety, Operations and Dispatch; Maintenance of Equipment, Track, Communications and Signals, Stations; Construction Support and State of Good Repair (SOGR). TASI is paid on a cost plus performance fee contract structure.

Description	FY2018 ACTUAL	FY2019 REVISED BUDGET	FY2019 FORECAST	FY2020 PROPOSED	Change FY19 Forecast to FY20 Proposed	% Change FY19 Forecast to FY20 Proposed
Rail Operator Service	83,193,402	87,385,577	87,385,577	90,817,696	3,432,119	3.9%

The FY20 Proposed budget reflects a 3.9% increase or \$3.4 million higher than the FY19 Forecast. The primary drivers of TASI contract cost increases are the built-in salary increase in the labor contracts and the contractual General and Administration rate increase from 6.5% to 7.0%.

**Line 20 Positive Train Control (PTC)**

PTC is an advanced signal system that will equip the Caltrain corridor with federally-mandated safety technology and increase system capacity to help accommodate future increases in ridership demand. This technology system will provide reliability and functionality to prevent train-to-train collisions, over-speed derailments, and the movement of a train through a main line switch in the wrong position.

Description	FY2018 ACTUAL	FY2019 REVISED BUDGET	FY2019 FORECAST	FY2020 PROPOSED	Change FY19 Forecast to FY20 Proposed	% Change FY19 Forecast to FY20 Proposed
Positive Train Control	169,619	1,442,000	572,481	2,400,000	1,827,519	319.2%

The FY20 Proposed budget of \$2.4 million includes \$0.9 million for a maintenance contract, \$0.5 million to support five additional FTEs and \$1.0 million for training.

In FY19, \$1.4 million was budgeted for the PTC maintenance contract; however negotiations were not completed during the budget year. Thus, several transfers of funds from the PTC budget were made to Facilities & Equipment (\$144k), Utilities (\$200k), and Other Office Expense (\$526k) to cover PTC related expenses. The FY19 Forecast reflects these transfers accordingly as reductions in the PTC budget and as increases in the other three afore-mentioned categories.

**Line 21 Security Services**

Security services are provided through a law enforcement contract and a communications services contract with the San Mateo County Sheriff's Office. These services support Rail operations and provide for additional sheriff coverage for special events. A 3% increase in service capacity as provided by the contract is also reflected in the FY20 estimate.

Description	FY2018 ACTUAL	FY2019		FY2020 PROPOSED	Change	% Change
		REVISED BUDGET	FY2019 FORECAST		FY19 Forecast to FY20 Proposed	FY19 Forecast to FY20 Proposed
Security Services	5,850,526	6,172,151	6,172,151	6,544,183	372,032	6.0%

Security services are projected at \$6.5 million for FY20, an increase of \$0.4 million or 6.0% over the FY19 Forecast. In FY20, the security and services budget will also include one-time FY20 expenses to cover training, safety promotion campaigns, and security software upgrades.

**Line 22 Shuttles**

The Shuttle service program provides the last mile connections for Caltrain passengers. The FY19 Forecast is lower than the FY19 Revised budget due to the reduced service levels for routes affected by driver shortages. The FY20 Proposed budget is projected at \$5.3 million or 23.4% increase over the FY19 Forecast. The FY20 Proposed budget is based on three vehicles continuing to be suspended from service and increased rider participation with Caltrain's partnership with commute.org.

Description	FY2018 ACTUAL	FY2019		FY2020 PROPOSED	Change	% Change
		REVISED BUDGET	FY2019 FORECAST		FY19 Forecast to FY20 Proposed	FY19 Forecast to FY20 Proposed
Shuttle Service	4,713,180	5,444,500	4,287,506	5,290,100	1,002,594	23.4%

**Line 23 Fuel**

This budget covers the cost of diesel fuel for JPB locomotive operations, including the associated taxes. Fuel costs for FY20 are projected at \$11.0 million, an increase of \$0.2 million or 2.2 % over the FY19 Forecast.

Description	FY2018	FY2019	FY2019	FY2020	Change	% Change
	ACTUAL	REVISED BUDGET	FORECAST	PROPOSED	FY19 Forecast to FY20 Proposed	FY19 Forecast to FY20 Proposed
Fuel and Lubricants	10,301,806	10,765,356	10,765,356	11,003,417	238,062	2.2%

	FY19	FY20
	Adopted Budget	Proposed Budget
Price / Gallon	\$ 2.10	\$ 2.10
Projected Fuel Consumption - No. of Gallons	4,238,525	4,136,549
Projected Fuel Cost	\$ 8,900,902	\$ 8,686,753
Taxes	\$ 1,864,455	\$ 2,316,664
Total Projected Fuel Cost including taxes	\$ 10,765,356	\$ 11,003,417
Price/Gallon without taxes	\$ 2.10	\$ 2.10
Price/Gallon with taxes	\$ 2.54	\$ 2.66

This fuel budget assumes a lower fuel consumption rate per train mile from 3.15 gallons in FY19 to 3.08 gallons for FY20.

#### Line 24 **Timetables and Tickets**

Timetables and Tickets include the cost of design, update and printing of Time Tables, Schedules, Maps and the Caltrain tickets. Timetables and Tickets costs for FY20 are projected at same level as FY19 Forecast.

Description	FY2018	FY2019	FY2019	FY2020	Change	% Change
	ACTUAL	REVISED BUDGET	FORECAST	PROPOSED	FY19 Forecast to FY20 Proposed	FY19 Forecast to FY20 Proposed
Time Tables, Schedules, & Maps	57,507	90,000	90,000	90,000	-	0.0%
Tickets	19,245	53,500	53,500	53,500	-	0.0%
Timetables and Tickets	76,752	143,500	143,500	143,500	-	0.0%

#### Line 25 **Insurance**

The Insurance budget includes premiums, deductibles, adjuster fees, broker fees and other insurance costs. The FY20 Proposed budget is projected at \$4.5 million. Rates reflect costs for property, casualty, and liability insurance.

Description	FY2018	FY2019	FY2019	FY2020	Change	% Change
	ACTUAL	REVISED BUDGET	FORECAST	PROPOSED	FY19 Forecast to FY20 Proposed	FY19 Forecast to FY20 Proposed
Premiums	4,368,714	4,798,206	4,798,206	4,506,064	(292,142)	-6.1%

#### Line 26 **Claims, Reserves and Payments**

This budget covers the cost of claims, reserves and payments cover claims reserves and the associated legal fees. The FY20 Proposed budget for this line is the same level as the FY19 Forecast at just under \$1.0 million.

Description	FY2018	FY2019	FY2019	FY2020	Change	% Change
	ACTUAL	REVISED BUDGET	FORECAST	PROPOSED	FY19 Forecast to FY20 Proposed	FY19 Forecast to FY20 Proposed
Claims Expense - Gen	(3,180,809)	951,794	951,794	951,794	-	0.0%

### Line 27 **Facilities and Equipment Maintenance**

This budget covers expenses related to Clipper Operator charges, revenue collection services, ticket vending machines, ATT data line services and other contract services.

Facilities and Equipment Maintenance for FY20 is projected at \$3.3 million, an increase of \$0.6 million or 23.7% over the FY19 Forecast. The FY19 Forecast reflects lower than expected TVM related maintenance and lower use of contract services. For the FY20 Proposed budget, estimated costs are maintained closer to the FY19 Revised.

Description	FY2018	FY2019	FY2019	FY2020	Change	% Change
	ACTUAL	REVISED BUDGET	FORECAST	PROPOSED	FY19 Forecast to FY20 Proposed	FY19 Forecast to FY20 Proposed
Facilities & Equipment Maintenance	2,626,683	3,158,276	2,700,000	3,339,391	639,391	23.7%

The FY19 Forecast reflects the transfer of funds from the PTC project and lower than expected TVM related maintenance costs.

### Line 28 **Utilities**

This budget covers the cost of gas & electric, data circuits, telephone, and water & sewer. Utilities cost for FY20 are projected at \$2.1 million, closer to the FY19 Budget. The FY19 Forecast also reflects the previously mentioned transfer of funds from the PTC project.

Description	FY2018	FY2019	FY2019	FY2020	Change	% Change
	ACTUAL	REVISED BUDGET	FORECAST	PROPOSED	FY19 Forecast to FY20 Proposed	FY19 Forecast to FY20 Proposed
Utilities	1,899,260	2,065,720	1,900,000	2,105,422	205,422	10.8%

### Line 29 **Maintenance & Services – Building and Other**

This budget covers the cost of building maintenance services, printing and information services, repair and maintenance of computers and office equipment. Services for FY20 are projected at \$1.6 million, an increase of \$0.3 million over the FY19 Forecast. The FY20 Proposed budget includes additional computers for projected new hires in Rail, and printing for creative services. The FY19 Forecast reflects lower expenditures for IT equipment.

Description	FY2018	FY2019	FY2019	FY2020	Change	% Change
	ACTUAL	REVISED BUDGET	FORECAST	PROPOSED	FY19 Forecast to FY20 Proposed	FY19 Forecast to FY20 Proposed
Maintenance Services	1,336,698	1,529,098	1,267,708	1,567,930	300,222	23.7%

## ADMINISTRATIVE EXPENSE

### Line 33 Wages & Benefits

The San Mateo County Transit District (District) serves as the managing agency for the JPB. Wages & Benefits reflects the cost of staffing for the JPB with an anticipated 66.7 FTEs for Caltrain operations. Wages & Benefits for FY20 is projected at \$12.1 million, \$1.9 million or 18.8% higher than the FY19 Forecast. Built into this budget is a 4.0% vacancy rate, a 3% wage increase, a decrease in fringe benefit rate and the planned recruitment schedule of vacant positions. Fringe benefits reflect current medical/dental/retirement costs plus reconciliation carry forward credit from FY18.

The FY18 Actual is substantially below the FY19 Revised budget due to very high vacancy rates which the JPB is working to address. Therefore, the bulk of the growth in this area is tied to the filling of currently and recently vacant positions.

Description	FY2018	FY2019	FY2019	FY2020	Change	% Change
	ACTUAL	REVISED BUDGET	FORECAST	PROPOSED	FY19 Forecast to FY20 Proposed	FY19 Forecast to FY20 Proposed
Wages & Benefits	8,058,146	11,507,400	10,171,262	12,084,610	1,913,348	18.8%

Fringe benefit costs are applied to actual staff wages as a rate. The managing agency for the three business units (the District, the JPB and the TA). The District aggregates all estimated annual fringe benefit costs (payroll taxes, pension, medical, dental and vision premiums, life insurance, long-term disability, unemployment, and paid time-off) and then divides that amount by the total projected wages for the upcoming year to arrive at a fringe benefit rate. Actual fringe benefits costs are true-up annually and reflected in future years' fringe benefits rates.

The FY20 Proposed budget includes a request for additional 2.9 full time equivalent positions.

FY2020 FTE - Operating	Finance	Planning	Executive	Comm	Admin	Bus	Rail	CalMod	Total
Represented	-	-	-	3.8	-	7.5	-	-	11.3
Non-Represented	5.3	2.5	0.5	12.3	4.9	2.0	25.0	0.1	52.5
New FTEs	0.8	0.1	-	1.3	0.6	-	0.2	-	2.9
Total Operating	6.0	2.6	0.5	17.4	5.5	9.5	25.2	0.1	66.7

### Line 34 Managing Agency Admin OH Cost

Managing Agency Admin Overhead (OH) Cost reflects the cost of personnel

dedicated to the Caltrain business (as opposed to Caltrain operations). The Managing Agency Admin OH Cost is \$5.1 million, a decrease of \$1.2 million from the FY19 Forecast.

Description	FY2018	FY2019	FY2019	FY2020	Change	% Change
	ACTUAL	REVISED BUDGET	FORECAST	PROPOSED	FY19 Forecast to FY20 Proposed	FY19 Forecast to FY20 Proposed
Managing Agency Admin OH Cost	5,886,046	5,899,231	6,300,000	5,098,065	(1,201,935)	-19.1%

These amounts are determined pursuant to the application of an Internal Cost Allocation Plan (ICAP). The ICAP calculates the indirect cost rate used to recover overhead costs related to agency indirect administrative overhead and capital projects. The District procured the assistance of an outside consulting firm to develop a methodology that equitably allocates the costs incurred by the District for services and functions shared by the different agencies. The consultant team was chosen for its experience and knowledge in developing allocation methodologies for governmental and public entities.

The FY20 rates are based on the FY18 District managing agency overhead audited actuals and specific statistics for the support departments. Per the FY18 plan developed by the ICAP consultant, the JPB's share of the managing agency overhead costs was reduced as a percentage of the total share, while the District's share of the managing overhead increased.

The ICAP was prepared in accordance with the principles and guidelines set forth in the Office of Management and Budget (OMB) Circular A-87 "Cost Principles for State, Local and Indian Tribal Governments" and ASMB C-10 "Cost Principles and Procedures for Developing Cost Allocation Plans and Indirect Cost Rates for Agreements with the Federal Government".

The ICAP calculates two components:

Agency Indirect Administration (AIA) – The pool of costs that cannot be directly attributed to a specific agency.

This is made up of labor and non-labor support function costs that benefits each of the three agencies managed by the District. Examples include the time charged by the Payroll Department to process the biweekly payroll or the time charged by the Human Resource Department to post recruitments on industry websites. These costs are distributed to each department based on specific statistics. The payroll department costs, for example, are distributed to each department based on the number of Full Time Equivalent (FTEs). The District incurs all of the Agency Indirect Administration (AIA) costs and then recovers appropriate shares of costs from the District's Capital budget, JPB Operating and Capital budgets and the TA budget for their share of the AIA.

Capital Overhead – The pool of costs that support the capital projects and cannot be directly attributed to a specific capital project.

The capital overhead rate is calculated for each agency. An example of a capital overhead cost would be the time charged by an administrative assistant who supports multiple capital project engineers. The capital overhead costs are tracked and collected and included in the ICAP rate that is charged to each

capital project.

**Line 35 Board of Directors**

This covers the cost of Director compensation, seminars and training, business travel and meetings for the Board of Directors. The Board of Directors budget for FY20 is projected to remain the same as the FY19 Forecast.

Description	FY2018 ACTUAL	FY2019 REVISED BUDGET	FY2019 FORECAST	FY2020 PROPOSED	Change FY19 Forecast to FY20 Proposed	% Change FY19 Forecast to FY20 Proposed
Board of Directors	14,057	14,600	14,600	14,600	-	0.0%

**Line 36 Professional Services**

This covers the cost of consultants, legal services, audit services and legislative advocacy expenses. Professional Services expenses for FY20 are projected at \$4.3 million, a reduction of \$0.8 million or 16.6% less the FY19 Forecast. This is due primarily to consultancy contracts that are no longer proposed for extension in FY20.

Description	FY2018 ACTUAL	FY2019 REVISED BUDGET	FY2019 FORECAST	FY2020 PROPOSED	Change FY19 Forecast to FY20 Proposed	% Change FY19 Forecast to FY20 Proposed
Legal Services	2,108,611	1,575,000	1,575,000	1,800,000	225,000	14.3%
Audit Services	69,020	69,140	69,140	76,054	6,914	10.0%
Legislative Advocate	205,741	202,238	202,238	169,200	(33,038)	-16.3%
Consultants	2,689,973	3,153,622	3,153,622	2,065,329	(1,088,293)	-34.5%
Other Contract Services	-	125,000	125,000	165,000	40,000	32.0%
Professional Services	5,073,344	5,125,000	5,125,000	4,275,583	(849,417)	-16.6%

**Line 37 Communications and Marketing**

This covers the cost of promotional advertising for fares, schedule changes and the cost of providing the riding public with a mobile app. The promotional advertising expenses for FY20 are projected at \$0.3 million, a reduction of 4.7% from the FY19 Forecast.

Description	FY2017 ACTUAL	FY2018 REVISED BUDGET	FY2018 FORECAST	FY2020 PROPOSED	Change FY19 Forecast to FY20 Proposed	% Change FY19 Forecast to FY20 Proposed
Communications and Marketing	194,390	316,500	316,500	301,500	(15,000)	-4.7%

**Line 38 Other Office Expense and Services**

This covers the cost of software maintenance & license renewal, recruitment advertising, professional development, rent expense, bank fees, office vehicle maintenance, property taxes and leases on properties along the Right of Way (ROW) in support of commuter services. These ROW leases include critical facilities such as sites for radio transmission antennas and real estate for storage modules for train equipment, supplies and spare parts.

Description	FY2018	FY2019	FY2019	FY2020	Change	% Change
	ACTUAL	REVISED BUDGET	FORECAST	PRELIMINARY	FY19 Forecast to FY20 Prelim	FY19 Forecast to FY20 Prelim
Other Office Expense and Service:	2,375,124	3,497,239	2,625,900	2,620,595	(5,305)	-0.2%

Other Office Expense and Services for FY20 are projected at \$2.6 million, a decrease of 0.2% over the FY19 Forecast. The FY19 Forecast reflects less than projected IT related expenditures and savings in bank fees and the transfer of funds from PTC.

The FY20 Proposed budget also reflects the planned purchase of the Backup Central Control Facility (BCCF) in the first quarter, increases in software licenses and recruitment advertising, and the one-time purchase of emergency management supplies.

Processing fees related to the use of the Caltrain mobile app introduced in FY19 are estimated at \$0.2 million. The Caltrain mobile app is estimated to account for \$4.2 million of fare revenue in FY20 which is budgeted at the same level as FY19.

#### Line 41 Long Term Debt Expense

This covers the interest cost and principal retirement of debt incurred for the acquisition and rehabilitation of passenger rail cars, for the acquisition of real property, and for maintenance of a revolving line of credit.

Description	FY2018	FY2019	FY2019	FY2020	Change	% Change
	ACTUAL	REVISED BUDGET	FORECAST	PROPOSED	FY19 Forecast to FY20 Proposed	FY19 Forecast to FY20 Proposed
Long-term Debt Expense	1,500,522	1,298,675	1,619,175	2,639,773	1,020,598	63.0%

In February 2019 the JPB refunded bonds issued in 2007 and 2015 to achieve interest savings and restructure debt. In conjunction with this issuance, the JPB issued additional bonds, the proceeds of which are intended to be used for the purchase of two pieces of real property currently leased by the JPB.

### BUDGET IMPACT - CALTRAIN'S PROPOSED CAPITAL BUDGET

Like the proposed Operating Budget, the proposed Capital Budget also present difficult choices that must be made given the lack of available funding. The initial identification of "unconstrained" needs is \$72.9 million.<sup>1</sup> Staff worked with the member agencies in the development of the FY20 Capital Budget to obtain increases above the \$5.0 million previously provided annually by each partner. The member agencies agreed to increase these amounts to \$7.5 million annually; the agencies appear to be prepared to maintain this level for FY20. Even at these increased levels, the JPB is

<sup>1</sup> This "unconstrained" figure is actually significantly constrained by the knowledge of program managers of funding constraints and relative priorities.



unable to perform certain important state-of-good-repair work on Caltrain's rolling stock (especially the passenger cars). This follows several years of SOGR projects and deferral of mid-life overhauls on Caltrain's rolling stock. In the event that these funding commitments from the partners are not met, staff will make adjustments to the capital project requests.

We note that this capital budget excludes all items associated with the Peninsula Corridor Electrification Project (PCEP), which is budgeted separately. We also note that this capital budget currently excludes any additional capital costs associated with PTC implementation. Additional analysis is being conducted on the need for additional PTC program costs beyond calendar year 2020; staff will return to the Board with a Capital Budget amendment as necessary.

Please refer to Attachment B – FY20 Proposed Capital Budget Summary

**PROPOSED FY20 CAPITAL BUDGET - \$47,400,185**

i. STATE OF GOOD REPAIR (SOGR) - \$30,810,185

RIGHT OF WAY - \$17,120,000

1. Churchill Ave Grade Crossing - \$2,520,000  
Widen the sidewalk to accommodate heavy bike and pedestrian traffic from local schools; relocate the pedestrian crossing gates due to the widened sidewalk; install new pavement marking and rumble strips for vehicular traffic and interconnect the rail crossing signal with the City –owned traffic signal.
2. Guadalupe River Bridge Replacement - Request: \$5,000,000  
Replace the Guadalupe River Bridge in San Jose that has been damaged by weather and arson.
3. Marin St. & Napoleon Avenue Bridges Rehabilitation - Request: \$2,700,000  
Rehabilitate the bridges over Marin Street and Napoleon Avenue in San Francisco.
4. San Francisquito Creek Bridge Replacement - Request: \$ 600,000  
Engineering design for the replacement of 118 year old San Francisquito Creek Bridge with a modern railway bridge with a 100-year design life.
5. Structure Maintenance SOGR FY20 - Request: \$800,000  
Restore the integrity of various bridge structures and return these to a fair condition, increasing safety, security and prolonging the useful life of the assets.
6. System-wide Track Rehab SOGR FY20 - Request: \$5,500,000  
Replace track components, wedging, surfacing and selected minor bridge repairs.

SIGNALS & COMMUNICATIONS - \$3,757,000

- 7. CCF BCCF Virtualization - Request: \$2,000,000**  
Replace aging train control servers for the Central Control Facility (CCF) and Backup Control Facility (BCCF) while designing and building a virtualized private cloud infrastructure and server farm. The project will support the Caltrain operational systems and provide an efficient, scalable architecture with enhanced redundant capabilities.
- 8. Cybersecurity Assessment - Request: \$250,000**  
Assess JPB's current cybersecurity posture will be conducted by a third party vendor and new security controls will be implemented to remediate potential vulnerabilities in the control center.
- 9. Migration to Digital Voice Radio System - Request: \$700,000**  
Design and construct a digital voice radio system for the Caltrain railroad. The design will include migration from the existing analog voice radio system to the digital system. The digital voice format will be required with the new electric fleet being procured through PCEP.
- 10. Caltrain Network Infrastructure Refresh - \$807,000**  
Install new infrastructure on the Right of Way to replace end of life equipment which will support the rollout of Internet Of Things (IOT) along the ROW and support PCEP and PTC requirements over the coming years.

ROLLING STOCK - \$5,063,185

- 11. Bombardier Cars FY20 - Request: \$2,100,000**  
Implement scheduled maintenance for FY20 and includes: mid-life over-haul, replacing the 480 cables, anti-skid, seats, batteries, cab refurbishment, HVAC and 480 cables. While these systems are completely rebuilt or replaced during mid-life overhaul, they do not typically last half the life of the railcar, and require capital-type rebuild efforts.
- 12. CEMOF FY20 - Request: \$474,200**  
Implement scheduled maintenance for FY20 for the Central Equipment & Maintenance Facility (CEMOF) which includes: replace train wash brushes, domestic water pumps, carwash light fixtures, lunchroom wallpaper, oil room piping, handheld radios, forklift, train wash vault cleaning, repainting Caltrain logo, facility tank integrity testing.
- 13. F40 SOGR FY20 - Request: \$1,576,881**

Implement scheduled maintenance for FY20 and includes: In-Frame overhaul, cab refurbishment, toilet, HVAC, batteries, contactor, controller, SEP-HEP replacement and F40 Dynamic Brake System upgrade/refurbishment.

**14. MP36 SOGR FY20 - Request: \$212,104**

Implement scheduled maintenance for FY20 which includes: traction motor replacement.

**15. Vehicle Rubber Tire (Rail Operator) - Request: \$700,000**

Address the state of rubber-tire vehicles currently leased by the JPB and utilized by TASI which have reached or exceeded the expected life, resulting in mounting maintenance cost and unreliability of the vehicles.

**STATION AND INTERMODAL ACCESS - \$4,870,000**

**16. Bayshore Station Overpass Pedestrian Bridge Rehab - Request: \$2,300,000**

This pedestrian bridge is a 75 foot long through truss and was built in 2004. The structure is experiencing corrosion with minor section loss on the underside of the floor system, top lateral system and tower supports. This work has been deferred for the last three budget years.

**17. Station Enhancement and Improvements FY20 - Request: \$700,000**

The inspection of the San Francisco Station indicates several deficiencies in the paint and framing members of the building structure. The corrosion study will identify a clear and concise direction on repairs and repainting of the station. Remove existing team tracks and a loading dock to allow JPB to make station improvements.

**18. Stations - SOGR - Request: \$500,000**

Address immediate SOGR maintenance needs which includes replacement of center track fences, shelters, information display cases and other amenities found at stations; Repaint the San Jose Diridon (post fire) pedestrian tunnel and epoxy coat all of the ramps leading to the platforms.

**19. Ticket Vending Machine (TVM) Upgrade Phase 3 - Request: \$800,000**

Upgrade 28 TVMs so that each station platform will have one upgraded TVM with Clipper capabilities. Phase 1 of this project upgraded to a new operating system and build 2 prototypes for testing. Phase 2 which will be completed by the end of FY19 will upgrade 12 TVMs at the busiest stations. To date, Caltrain has a total of 105 TVMs.

**20. Energy-Efficient Lighting Retrofit at Caltrain Stations - Request: \$570,000**

Retrofit approximately 2,726 lights located on platforms, passenger shelters,

pedestrian underpasses, parking lots and other buildings at 20 Caltrain Stations with light-emitting diode (LED) lights.

**ii. LEGAL MANDATES AND REQUIRED ENHANCEMENTS - \$500,000**

**21. Resolve Speed and Route Signaling Conflict - Request: \$500,000**

Develop and implement a solution to resolve a conflict in railroad signal displays as recommended by the Federal Railroad Administration (FRA).

**iii. OPERATIONAL IMPROVEMENTS / ENHANCEMENTS - \$3,800,000**

**22. Automatic Passenger Counters (APC) at 4<sup>th</sup> & King - Request: \$400,000**

Design the hardware installation of the APC at 4th & King and implement the software to retrieve the APC data and analyze it remotely; develop an IFB for a contractor to install the APC equipment at 4th & King.

**23. Backup Central Control Facility (BCCF) Voice over Internet Protocol (VoIP) and Data Network for Offices – Request: \$500,000**

Install new infrastructure for data and phone including 4 digit dialing and 911. Required for occupancy of BCCF.

**24. Clipper/Card Interface Devices (CID) Installation & Relocation – Request: \$300,000**

Develop a plan to upgrade all of the stations to meet the growing and changing customer need for CIDs. In addition, this project will pilot test the relocation and installation at three key stations using the developed plan. In FY21 and future years, this upgraded plan will be implemented at the remaining stations.

**25. Grade Crossing Improvements FY20 – Request: \$1,000,000**

Construct the safety improvements that were designed under the FY19 Grade Crossing Improvement project approved in FY19 for design. This phase will take the design through procurement and into construction.

**26. Next Gen Visual Message Signs (VMS) & Predictive Arrival Departure System (PADS) – Request: \$500,000**

Deliver a conceptual design with all the system requirements and a cost estimate for the system implementation of a next generation predictive train arrival system using accurate GPS data. The current PADS and VMS technology and equipment has reached the end of its useful life. The existing VMS signs are no longer available and will not be supported by the manufacturer soon.

**27. Station Elevator Alarm & Notification System – Request: \$250,000**

Develop and install an alarm and notification system for Caltrain station elevators' working status and for customers who may become stuck in the Caltrain station elevators. System will also notify Caltrain if there are occupants in the elevators when the elevators are not in use.

**28. Station Indicators – Request: \$250,000**  
Install the needed infrastructure at Stations inform Rail Operator Control Systems when the trains are stopped at the Stations.

**29. Storage Yard Improvement – Request: \$600,000**  
Identify key yard areas that can be used by our operating contractor to utilize for storing materials and parts as needed to keep Caltrain operating constantly in a state of good repair. Remove or relocate railroad materials that have accumulated over the life of the railroad to free up prime real estate for yard usage. Identify/ improve key areas that can be re-developed with improved drainage and grading. Analyze possible satellite yards that can be utilized the Caltrain 52 mile corridor to reduce travel time and increase productivity and response times in emergencies.

iv. PLANNING / STUDIES - \$12,290,000

**30. Capital Planning (CIP) – Request: \$750,000**  
Capital Planning activities to include: Major Capital Project Planning, Capital Grant Support, Planning Support to Individual Grade Separation Projects and to Other Capital Projects.

**31. Contracting and Delivery Analysis – Request: \$500,000**  
Planning support would include development of a new operating contract including the analysis of delivery options and structures, relationship to larger organizational and governance conversations, development and management of processes, and identification of key performance indicators.

**32. Long Range Planning and Policy – Request: \$750,000**  
Address key policy issues for the railroad such as development and land planning, fare planning and policy, inter-agency agreements, plans and organizational design, modeling and tools, research and partnerships, and business planning.

**33. Major Initiatives Corridor-wide Grade Separation Study - Request: \$5,000,000**  
Because a sealed corridor will be necessary to operate high levels of Caltrain service as dictated by the Caltrain Business Plan, the JPB must help corridor cities address what is a corridor-wide megaproject in terms of project development, funding/ financing and implementation.

**34. Major Stations and Terminals Planning and Policy - Request: \$2,000,000**  
Planning work related to major stations to include: ongoing participation in the Diridon Integrated Station Concept Plan (a combined effort with the City of San Jose, VTA and California High Speed Rail) as well as independent planning

and analysis related to the Diridon project; San Francisco terminal planning including the area between Salesforce Transit Center and 22nd Street with a particular focus on engagement with parties planning improvements on and around 4th & King; development of major conceptual planning and design effort for an expanded station at Redwood City.

**35. Service and Access Planning - Request: \$1,500,000**

Planning activities to include blended service planning (considering future High Speed Rail service on the Caltrain Corridor and the development of related inter-agency agreements.

**36. 22nd Street ADA Feasibility Study - Request: \$300,000**

Investigate feasibility, cost effectiveness, funding, and construction timeline needed to make improvements to the 22<sup>nd</sup> Street Station to comply with the Americans with Disabilities Act (ADA). Options for compliance include ramps, escalators or elevators

**37. Capital Contingency Funds - Engineering - Request: \$330,000**

Support unforeseen capital expenditure related to the delivery of capital projects/programs.

**38. Capital Contingency Funds - Rail - Request: \$660,000**

Support unforeseen capital expenditure related to rail operations.

**39. Capital Program Management - Request: \$250,000**

Support unforeseen capital needs related to rail operations.

**40. Capital Project Development - Request: \$250,000**

Implement planning and engineering study activities.

**PENINSULA CORRIDOR JOINT POWERS BOARD**  
**STATEMENT OF REVENUE AND EXPENSE**  
**PROPOSED BUDGET**  
**FY2020**

	FY2018 ACTUAL	FY2019 BUDGET	FY2019 FORECAST	FY2020 PROPOSED BUDGET	FY2020 Proposed to FY2019 Forecast \$ variance	FY2020 Proposed to FY2019 Forecast % variance	
	A	B	C	D	E = D-C	F = E/C	
<b>REVENUE</b>							
<b>OPERATIONS:</b>							
1	Farebox Revenue	97,050,195	107,795,329	103,500,000	106,000,000	2,500,000	2.4%
2	Parking Revenue	5,603,407	5,845,900	5,500,000	5,500,000	-	0.0%
3	Shuttles	2,186,561	2,683,400	2,000,000	2,503,200	503,200	25.2%
4	Rental Income	2,070,135	1,873,000	2,100,000	2,060,540	(39,460)	-1.9%
5	Other Income	2,228,119	1,192,000	2,200,000	1,588,450	(611,550)	-27.8%
6	<b>TOTAL OPERATING REVENUE</b>	<b>109,138,417</b>	<b>119,389,629</b>	<b>115,300,000</b>	<b>117,652,190</b>	<b>2,352,190</b>	<b>2.0%</b>
7							
8	<b>CONTRIBUTIONS:</b>						
9	AB434 & TA Shuttle Funding	1,723,254	1,767,700	1,767,700	1,737,950	(29,750)	-1.7%
10	Operating Grants	4,265,650	3,700,607	3,700,607	5,327,497	1,626,890	44.0%
11	JPB Member Agencies	20,448,014	25,448,014	25,448,014	29,921,971	4,473,957	17.6%
12	Use of Reserves	-	1,208,871	900,395	-	(900,395)	-100.0%
12	<b>TOTAL CONTRIBUTED REVENUE</b>	<b>26,436,918</b>	<b>32,125,192</b>	<b>31,816,716</b>	<b>36,987,418</b>	<b>5,170,702</b>	<b>16.3%</b>
13							
14	<b>GRAND TOTAL REVENUE</b>	<b>135,575,334</b>	<b>151,514,821</b>	<b>147,116,716</b>	<b>154,639,608</b>	<b>7,522,892</b>	<b>5.1%</b>
15							
16	<b>EXPENSE</b>						
17							
18	<b>OPERATING EXPENSE:</b>						
19	Rail Operator Service	83,193,402	87,385,577	87,385,577	90,817,696	3,432,119	3.9%
20	Positive Train Control	169,619	1,442,000	572,481	2,400,000	1,827,519	319.2%
21	Security Services	5,850,526	6,172,151	6,172,151	6,544,183	372,032	6.0%
22	Shuttle Service	4,713,180	5,444,500	4,287,506	5,290,100	1,002,594	23.4%
23	Fuel and Lubricants	10,301,806	10,765,356	10,765,356	11,003,417	238,062	2.2%
24	Timetables and Tickets	76,752	143,500	143,500	143,500	-	0.0%
25	Insurance	4,368,714	4,798,206	4,798,206	4,506,064	(292,142)	-6.1%
26	Claims, Reserves, and Payments	(3,180,809)	951,794	951,794	951,794	-	0.0%
27	Facilities and Equipment Maint	2,626,683	3,158,276	2,700,000	3,339,391	639,391	23.7%
28	Utilities	1,899,260	2,065,720	1,900,000	2,105,422	205,422	10.8%
29	Maint & Services-Bldg & Other	1,336,698	1,529,098	1,267,708	1,567,930	300,222	23.7%
30	<b>TOTAL OPERATING EXPENSE</b>	<b>111,355,832</b>	<b>123,856,178</b>	<b>120,944,279</b>	<b>128,669,496</b>	<b>7,725,218</b>	<b>6.4%</b>
31							
32	<b>ADMINISTRATIVE EXPENSE</b>						
33	Wages and Benefits	8,058,146	11,507,399	10,171,262	12,084,610	1,913,348	18.8%
34	Managing Agency Admin OH Cost	5,886,046	5,899,231	6,300,000	5,098,065	(1,201,935)	-19.1%
35	Board of Directors	14,057	14,600	14,600	14,600	-	0.0%
36	Professional Services	5,073,344	5,125,000	5,125,000	4,275,583	(849,417)	-16.6%
37	Communications and Marketing	194,390	316,500	316,500	301,500	(15,000)	-4.7%
38	Other Office Expense and Services	2,375,124	3,497,239	2,625,900	2,620,595	(5,305)	-0.2%
39	<b>TOTAL ADMINISTRATIVE EXPENSE</b>	<b>21,601,107</b>	<b>26,359,968</b>	<b>24,553,262</b>	<b>24,394,953</b>	<b>(158,309)</b>	<b>-0.6%</b>
40							
41	Long-term Debt Expense	1,500,522	1,298,675	1,619,175	2,639,773	1,020,597	63.0%
42							
43	<b>GRAND TOTAL EXPENSE</b>	<b>134,457,460</b>	<b>151,514,821</b>	<b>147,116,716</b>	<b>155,704,222</b>	<b>8,587,506</b>	<b>5.8%</b>
44							
45	<b>PROJECTED SURPLUS/(DEFICIT)</b>	<b>1,117,874</b>	<b>-</b>	<b>-</b>	<b>(1,064,614)</b>	<b>(1,064,614)</b>	
	Unrestricted funds Beginning Balance	30,461,564		31,579,438	27,579,438		
	Projected surplus/(use) of reserves	1,117,874		-	-		
	Revenue Stabilization Fund (RSF)	0		(4,000,000)	-		
		<b>31,579,438</b>		<b>27,579,438</b>	<b>27,579,438</b>		
	RSF, Beginning Balance			4,000,000	3,099,605		
	Projected Use			(900,395)	(1,064,614)		
	RSF, Ending Balance			3,099,605	2,034,991		

\* Rail Operator Service includes STA SOGR funding being provided by the Santa Clara Valley Transportation Authority totalling \$1,415,127.



FY2020 PROPOSED CAPITAL BUDGET

Attachment B  
June 2019

Item #	PROJECT NAME	Activity	Proposed Budget	Federal Funds	STA Funds	STA SOGR Funds	Member Funds Total	Other Funds Total	Total Funding
<b>i. SOGR</b>									
<b>Right of Way</b>									
1	Churchill Ave Grade Crossing	16	2,520,000					2,520,000	2,520,000
2	Guadalupe River Bridge Replacement	13, 14	5,000,000	4,000,000			1,000,000	-	5,000,000
3	Marin St. & Napoleon Avenue Bridges Rehab	16	2,700,000	2,160,000			540,000	-	2,700,000
4	San Francisquito Creek Bridge Replacement	12	600,000	480,000			120,000	-	600,000
5	Structure Maintenance SOGR	16	800,000	640,000			160,000	-	800,000
6	System Wide Track Rehab- SOGR FY20	16	5,500,000	4,400,000		920,000	180,000	-	5,500,000
			<i>17,120,000</i>	<i>11,680,000</i>	<i>-</i>	<i>920,000</i>	<i>2,000,000</i>	<i>2,520,000</i>	<i>17,120,000</i>
<b>Signal &amp; Communications</b>									
7	CCF BCCF Virtualization	15, 16	2,000,000	1,600,000			-	400,000	2,000,000
8	Cybersecurity Assessment	15	250,000				250,000	-	250,000
9	Migration to Digital Voice Radio System	13	700,000	428,463			-	271,537	700,000
10	Caltrain Network Infrastructure Refresh *	11	807,000				342,494	464,506	807,000
			<i>3,757,000</i>	<i>2,028,463</i>	<i>-</i>	<i>-</i>	<i>592,494</i>	<i>1,136,043</i>	<i>3,757,000</i>
<b>Rolling Stock</b>									
11	Bombardier Cars FY20	16	2,100,000				2,100,000	-	2,100,000
12	CEMOF FY20	16	474,200			474,200	-	-	474,200
13	F40 SOGR FY20 *	16	1,576,881				1,576,881	-	1,576,881
14	MP36 SOGR FY20 *	16	212,104		98,451		113,653	-	212,104
15	Vehicle Rubber Tire (Rail Operator)	15	700,000		700,000		-	-	700,000
			<i>5,063,185</i>	<i>-</i>	<i>798,451</i>	<i>474,200</i>	<i>3,790,534</i>	<i>-</i>	<i>5,063,185</i>
<b>Station &amp; Intermodal Access</b>									
16	Bayshore Stn Overpass Pedestrian Bridge Rehab *	13, 16	2,300,000			40,534	2,259,466	-	2,300,000
17	Station Enhancement and Improvements FY20	11, 13, 15, 16	700,000		269,494		430,506	-	700,000
18	Stations SOGR *	13, 16	500,000		350,000		150,000	-	500,000
19	TVM Upgrade Phase 3	15, 16	800,000	640,000	160,000		-	-	800,000
20	Energy-Efficient Lighting Retrofit at Caltrain Stations	16	570,000					570,000	570,000
			<i>4,870,000</i>	<i>640,000</i>	<i>779,494</i>	<i>40,534</i>	<i>2,839,972</i>	<i>570,000</i>	<i>4,870,000</i>
<b>Total SOGR</b>			<b>30,810,185</b>	<b>14,348,463</b>	<b>1,577,945</b>	<b>1,434,734</b>	<b>9,223,000</b>	<b>4,226,043</b>	<b>30,810,185</b>





FY2020 PROPOSED CAPITAL BUDGET

Attachment B  
June 2019

Item #	PROJECT NAME	Activity	Proposed Budget	Federal Funds	STA Funds	STA SOGR Funds	Member Funds Total	Other Funds Total	Total Funding
<b>ii. LEGAL MANDATES AND REQUIRED ENHANCEMENTS</b>									
21	Resolve Speed and Route Signaling Conflict	13, 15	500,000				500,000		500,000
			<b>500,000</b>				<b>500,000</b>		<b>500,000</b>
<b>iii. OPERATIONAL IMPROVEMENTS/ENHANCEMENTS</b>									
22	Automatic Passenger Counters at 4th & King	12, 13	400,000				400,000	-	400,000
23	BCCF VoIP and Data Network for Offices	15	500,000		500,000		-	-	500,000
24	Clipper / CID Installation & Relocation	12, 16	300,000		300,000		-	-	300,000
25	Grade Crossing Improvements FY20	16	1,000,000		1,000,000		-	-	1,000,000
26	Next Gen Visual Message Signs & Pads	12, 13, 15, 16	500,000				500,000	-	500,000
27	Station Elevator Alarm & Notification System	13, 15	250,000		250,000		-	-	250,000
28	Station Indicators	13, 16	250,000		250,000		-	-	250,000
29	Storage Yard Improvement	13, 16	600,000		600,000		-	-	600,000
			<b>3,800,000</b>	<b>-</b>	<b>2,900,000</b>	<b>-</b>	<b>900,000</b>	<b>-</b>	<b>3,800,000</b>
<b>iv. PLANNING/STUDIES</b>									
30	Capital Planning (CIP)	11	750,000				750,000	-	750,000
31	Contracting and Delivery Analysis	11	500,000				500,000	-	500,000
32	Long Range Planning and Policy	11	750,000				750,000	-	750,000
33	Major Initiatives Corridor-wide Grade Separation Study	11	5,000,000				5,000,000	-	5,000,000
34	Major Stations and Terminals Planning and Policy	11	2,000,000				1,887,000	113,000	2,000,000
35	Service and Access Planning	11	1,500,000				1,500,000	-	1,500,000
36	22nd St. ADA Feasibility Study	11	300,000					300,000	300,000
37	Capital Contingency Funds - Engineering		330,000				330,000	-	330,000
38	Capital Contingency Funds - Rail		660,000				660,000	-	660,000
39	Capital Program Management		250,000				250,000	-	250,000
40	Capital Project Development		250,000				250,000	-	250,000
			<b>12,290,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>11,877,000</b>	<b>413,000</b>	<b>12,290,000</b>
<b>TOTAL</b>			<b>47,400,185</b>	<b>14,348,463</b>	<b>4,477,945</b>	<b>1,434,734</b>	<b>22,500,000</b>	<b>4,639,043</b>	<b>47,400,185</b>

\* These projects include STA SOGR funding being provided by the Santa Clara Valley Transportation Authority totaling \$3.2 million.

**RESOLUTION NO. 2019-**

**BOARD OF DIRECTORS, PENINSULA CORRIDOR JOINT POWERS BOARD  
STATE OF CALIFORNIA**

**\* \* \***

**ADOPTING FISCAL YEAR 2020 OPERATING BUDGET IN THE AMOUNT OF  
\$155,704,222 AND FISCAL YEAR 2020 CAPITAL BUDGET IN THE AMOUNT OF  
\$47,400,185, AND AUTHORIZING USE OF \$1,064,614 FROM THE REVENUE  
STABILIZATION FUND**

**WHEREAS**, the Joint Powers Agreement of the Peninsula Corridor Joint Powers Board (JPB) requires the Board of Directors (Board) to approve annual operating and capital budgets; and

**WHEREAS**, the adoption of an operating budget is necessary for obtaining both Federal and State funds to support the Peninsula Commute Service operation known as Caltrain; and

**WHEREAS**, the adoption of a capital budget complements the JPB's strategic planning process; and

**WHEREAS**, the Executive Director and the Staff Coordinating Council recommend that the Board adopt the Fiscal Year (FY) 2020 Operating Budget shown as Attachment A, and the FY2020 Capital Budget shown as Attachment B; and

**WHEREAS**, the Executive Director and Staff Coordinating Council recommend that the Board authorize use of \$1,064,614 from the Revenue Stabilization Fund to help balance the FY2020 Operating Budget; and

**WHEREAS**, the local match funding component of the FY2020 Capital Budget is \$22.5 million, requiring a capital investment of \$7.5 million from each of the JPB's three member agencies; and

**WHEREAS**, the City and County of San Francisco will provide its \$7.5 million FY2020 capital investment from Proposition K funds through the San Francisco County Transportation Authority; and

**WHEREAS**, San Mateo County will provide its \$7.5 million FY2020 capital investment through the San Mateo County Transportation Authority; and

**WHEREAS**, Santa Clara County Valley Transportation Authority will provide its \$7.5 million FY2020 capital investment itself.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Directors of the Peninsula Corridor Joint Powers Board hereby adopts the FY2020 Operating Budget, a copy of which is attached hereto and incorporated herein as Attachment A, in the amount of \$155,704,222 and which includes use of \$1,064,614 from the JPB Revenue Stabilization Fund; and

**BE IT FURTHER RESOLVED** that the Board adopts the FY2020 Capital Budget in the amount of \$47,400,185, attached hereto and incorporated herein as Attachment B, with the understanding that the three JPB member agencies will each contribute \$7.5 million to meet their FY2020 capital investment commitments; and

**BE IT FURTHER RESOLVED** that the Executive Director, or his designee, is requested to forward a copy of the FY2020 Operating Budget and Capital Budgets to the JPB member agencies at the earliest practicable date; and

**BE IT FURTHER RESOLVED** that the Board authorizes the Executive Director, or his designee, to take such additional actions as may be necessary to give effect to this resolution including executing funding agreements, amendments, and submitting required documents to granting agencies to receive the funding identified in the Capital Budget.

Regularly passed and adopted this 6th day of June, 2019 by the following vote:

AYES:

NOES:

ABSENT:

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Chair, Peninsula Corridor Joint Powers Board

ATTEST:

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JPB Secretary

PENINSULA CORRIDOR JOINT POWERS BOARD  
STAFF REPORT

TO: Joint Powers Board

THROUGH: Jim Hartnett  
Executive Director

FROM: Michelle Bouchard  
Chief Operating Officer, Rail

Derek Hansel  
Chief Financial Officer

SUBJECT: **ADJUST TIME OF REGULAR BOARD MEETING ON AUGUST 1, 2019 TO 9:00 A.M. AND AMENDMENT TO THE CALL FOR A PUBLIC HEARING FOR PROPOSED CODIFIED TARIFF CHANGES**

**ACTION**

Staff Coordinating Council recommends the Board **adopt a motion to (1) reschedule the August 1, 2019 Board of Directors (Board) meeting from 10:00 a.m. to 9:00 a.m., (2) waive the provision in Section 4 of the Board of Directors' Rules of Procedure that establishes 10:00 a.m. as the regular Board meeting time for purposes of the August 1 meeting, and (3)** expand the scope of the public hearing scheduled for the Peninsula Corridor Joint Powers Board's (JPB) August 1, 2019 meeting to consider additional changes to the Caltrain Codified Tariff. The additional proposals would further implement the recently-adopted Caltrain Fare Policy and would allow for additional revenue to mitigate future funding gaps.

**SIGNIFICANCE**

The public hearing, which was scheduled by the Board of Directors (Board) at its May 2, 2019 meeting, is a necessary first step to modify Caltrain's Codified Tariff. The scope of the initial Call for Public Hearing was limited to adding the Regional Means-Based Fare to the Codified Tariff. Expanding the scope of the public hearing will allow staff to conduct community meetings-and solicit input from customers and the general public on a broader set of proposed changes to the Codified Tariff to include:

1. Increasing the price of the GoPass by up to 15% effective January 1, 2020 with subsequent increases of 5% implemented January 1 of every even-numbered year beginning January 2022.
2. Removing the Clipper® discounts of \$0.55 for one-way fares and \$.15 for Eligible Discount one-way fares effective no earlier than January 2020. Monthly pass prices will increase with the removal of the Clipper discount as Monthly pass prices equal 30 x one-way fares.

3. Implementing incremental fare increases every two years (e.g., \$.50 on the base fare at the beginning of Fiscal Year (FY) 2021, \$.25 on the zone fare for FY 2023, and \$.50 on the base fare for FY 2025). The incremental base and zone fare increases will also increase Monthly pass prices as Monthly pass prices equal 30 x one-way fares. Information on more definitive proposals for the incremental increases will be made available to the Board and the public no later than the July Board meeting.
4. Making other changes related to the Caltrain Fare Policy including the deletion of the train charter and parking charge sections, which will be the subjects of separate policies brought to the Board for consideration after approval of the revised Codified Tariff.

Following the public input process and completion of an equity analysis, staff expects to present a final fare change proposal to the Board for action on September 5, 2019. The proposed changes will be reviewed in the context of the Business Plan vision and financial plan.

**Section 4 of the Board's Rules of Procedure establish the dates, time and location of regular Board meeting. In order to provide additional time for the Board to conduct the public hearing described above and the remainder of its regular business on August 1, staff recommends the Board begin its regular meeting early, at 9:00 a.m.**

#### **BUDGET IMPACT**

Holding a public hearing will not impact the budget.

#### **ADDITIONAL INFORMATION**

Throughout the fall of 2018, staff worked with the Board to develop a foundational Caltrain Fare Policy to guide future decision-making regarding the agency's fares. The Caltrain Fare Policy was adopted by the Board at its December 6, 2018 meeting. Under the Equity category, the Caltrain Fare Policy contains the following goal: "Advocate for and participate in State and regional programs that make it more affordable for low-income customers to use transit."

At the February 2019 JPB meeting, the Board adopted a resolution supporting Caltrain's participation in the Regional Means-Based Fare Pilot Program. To formalize Caltrain's participation in the Pilot Program, it is necessary to change the Codified Tariff to add the new means-based fare discount for eligible persons. The discount amount offered to eligible adults will be 20 percent off of the single-ride adult Clipper card fares on Caltrain.

Additionally, throughout the budget process, staff has determined that it would be prudent to consider fare changes that mitigate potential funding gaps beyond Fiscal Year 2020 and pursue other Fare Policy objectives at this time.

Staff is developing a comprehensive financial analysis of the proposed changes described above to present to the Board along with the staff recommendation at the August hearing.

**PENINSULA CORRIDOR JOINT POWERS BOARD  
STAFF REPORT**

TO: Joint Powers Board

THROUGH: Jim Hartnett  
Executive Director

FROM: Michelle Bouchard  
Chief Operating Officer, Rail

SUBJECT: **ELECTRIC TRAIN RECONFIGURATION AND BIKE IMPROVEMENTS AT STATIONS, ASSOCIATED CHANGE ORDER TO STADLER, USA INC. CONTRACT**

**ACTION**

Staff Coordinating Council recommends the Board authorize the issuance of a change order to the contract with Stadler USA, Inc. (Stadler) to reconfigure the two bike cars on each Electric Multiple Unit (EMU) trainset to add an additional four seats per car (8 seats per trainset), and in so doing, agree to the following commitments:

- Invest at least \$3.5 million towards bike station parking / micromobility improvements before the start of electrified service
- Pursue options to leverage additional resources to implement and manage bike station parking / micromobility improvements
- Maintain a total of 72 bike spaces per electric trainset (36 spaces on each of two bike cars), but increase the total number of seats in these bike cars to 14 (7 seats on each of the two bike cars, as opposed to the current design with 3 seats per car, or 6 seats per pair)
- Achieve future increases to onboard bike capacity through the operation of additional electric trains resulting from increased train frequency as is being evaluated in the Caltrain Business Plan.

**SIGNIFICANCE**

Caltrain currently has one of the most extensive passenger railroad onboard bicycle programs in the nation. In 2015, the Peninsula Corridor Joint Powers Board (JPB) started a two-year outreach effort to help inform the design of the electric trains being built as part of the Peninsula Corridor Electrification Project (PCEP). The outreach effort included several public meetings, multiple surveys, and station outreach, yielding over 10,000 comments. This feedback was used to create a bike car configuration that maximizes onboard bicycle capacity. The current electric train design results in a 17% increase (compared to the present) in onboard bike capacity per peak hour, per direction due to increased train frequency.

[http://www.caltrain.com/Assets/\\_\\_\\_Agendas+and+Minutes/JPB/2019/Electric+Train+Reconfiguration+and+Bike+Improvements+at+Caltrain+Stations.pdf](http://www.caltrain.com/Assets/___Agendas+and+Minutes/JPB/2019/Electric+Train+Reconfiguration+and+Bike+Improvements+at+Caltrain+Stations.pdf)

The bicycle community has since requested that the design be revisited to address security concerns by adding more seats near onboard bikes, and that the addition of a planned seventh car to the trainsets be used as an opportunity to dedicate more onboard space for bikes.

Over the last decade, Caltrain's ridership has nearly doubled. Future ridership models show continued growth, with an estimated ridership number of more than 200,000 daily trips by 2040. While Caltrain is able to expand its electric train consists to seven car trains, this will not provide enough capacity to accommodate projected demand. Adding further capacity is being evaluated in the Caltrain Business Plan and will require significant additional investment. In addition to purchasing additional vehicles, other investments, such as platform extensions, will be required. With this understanding, it is essential that Caltrain focus investments on expanding bike storage, bike improvements, and micromobility options at stations to provide cyclists with viable alternatives to bringing their bikes onboard.

### **BUDGET IMPACT**

The cost of the bike car reconfiguration is approximately \$1 million. This work will not increase the total project budget for PCEP as it will be funded with Transit and Intercity Rail Capital Program (TIRCP) funds as part of the PCEP contingency.

### **BACKGROUND**

In July, 2016, the JPB awarded a contract to Stadler for the design, manufacture, and delivery of 96 EMUs, as well as mock-ups, spare parts, special tools, test equipment, manuals, training, and related parts and services.

In April 2018, the JPB was awarded \$164,522,000 in TIRCP funds to be matched by local funds, for a total of \$203,638,000. The grant was awarded by the California State Transportation Agency to achieve a series of objectives including enhanced corridor seating capacity, and creation of effective wayside bike improvements. In December 2018, the Board of Directors (Board) approved exercising a contract option with Stadler, USA Inc. to purchase up to 37 additional electric train cars for \$183 million, expanding the initial order of 16 six-car trainsets to 19 seven-car trainsets. At that time, the Board requested a public process to consider the new seven-car electric trainset configuration and concerns from the bike community regarding onboard bike security.

In March 2019, the Board offered direction on the outreach process, and on April 17, a joint Caltrain Advisory Committee (CAC) and Bicycle Advisory Committee (BAC) workshop was held to identify strategies for possible reconfiguration of the planned electric train bike cars (two per six-car trainset) and an additional (seventh) car that would maximize seated capacity, minimize impacts to cost and bike capacity, and not be constrained by the one seat to eight bikes ratio endorsed by the Board in July 2015 as part of the procurement process leading to the contract with Stadler. The workshop also examined how to make bike parking and micromobility at stations a more viable solution.



### *Wayside Bike Program*

The \$3.5 million that was part of the TIRCP funding allocation will provide a significant boost to efforts to modernize and improve bike parking and micromobility options at stations. Nearly 7,000 passengers a day access the Caltrain system by bicycle, with most of these riders choosing to bring their bikes on board. As ridership numbers continue to grow, the wayside bike program aims to proactively serve the number of people accessing stations by bicycle while also preserving overall system capacity, providing a viable system of bike parking amenities at stations as an attractive supplement and alternative to having passengers bring their bikes on board the train.

The staff recommendation was informed by a variety of elements including:

- Public input
- CAC/BAC Joint Workshop (review of 2 bike car and 3 bike car configurations)
- CAC & BAC official positions
- Caltrain Business Plan analysis
- Survey data
- Cost
- Operational implications (dwell times, circulation)
- Technical feasibility
- Minimizing conflict among passengers
- How to best serve all passengers
- Project schedule
- Change Management Board (funding partners) feedback
- Staff Coordinating Council Recommendation
- Board feedback

Prepared By:	Lori Low, Officer Government & Community Affairs	650.508.6391
	Casey Fromson, Director Government & Community Affairs	650.508.6493

RESOLUTION NO. 2019 –

BOARD OF DIRECTORS, PENINSULA CORRIDOR JOINT POWERS BOARD  
STATE OF CALIFORNIA

\* \* \*

**SELECTING RECONFIGURATION OF ELECTRIC MULTIPLE UNIT BICYCLE CARS, AUTHORIZING EXECUTION OF A CHANGE ORDER TO CONTRACT WITH STADLER USA, INC. FOR REDESIGN OF BICYCLE CARS IN AN AMOUNT NOT TO EXCEED \$1,000,000 AND COMMITTING TO INVEST AT LEAST \$3,500,000 IN BICYCLE AND MICROMOBILITY AT CALTRAIN STATIONS**

**WHEREAS**, at its meeting on July 7, 2016, the Peninsula Corridor Joint Powers Board (JPB) awarded Contract #14-PCJPB-P-056 to Stadler USA, Inc. (Stadler) in the total amount of \$550,899,459 for the design, manufacture, and delivery of 96 EMUs, as well as mock-ups, spare parts, special tools, test equipment, manuals, training, and related parts and services (the Contract); and

**WHEREAS**, pursuant to Resolution 2018-58, the JPB exercised a Contract option for the JPB to purchase up to 37 additional EMUs to support the Caltrain Business Plan, reduce diesel trips on the JPB's corridor, and enhance seating capacity on the JPB's commuter rail service, all in furtherance of the ultimate goal of providing improved and increased service levels in compliance with the Transit Intercity Rail Capital Program (TIRCP); and

**WHEREAS**, Caltrain has one of the most extensive passenger railroad onboard bicycle programs in the nation; and

**WHEREAS**, the JPB undertook a two-year outreach effort to help inform the design of the EMUs, resulting in selection of a bicycle car configuration that maximizes onboard bicycle capacity, however the bicycle community requested that the design be revisited to address security concerns by adding more seats near onboard bikes,

and that the planned seventh car per trainset, purchased pursuant under the Contract option referenced above, also be designed as a bicycle car; and

**WHEREAS**, following extensive additional outreach and analysis, staff proposes the Board authorize a contract change order for Stadler to redesign the two EMU bicycle cars pre-designated for each trainset to add four seats per car (eight additional seats per trainset), while maintaining the previously-planned 72 bike spaces in each trainset, at a cost of approximately \$1 million; and

**WHEREAS**, in light of the anticipated increases in demand for Caltrain capacity by passengers accessing the system by all modes of transportation, staff further proposes that the Board commit to investing at least \$3.5 million towards bike station parking / micromobility improvements at Caltrain station before the start of electrified service, and pursue options to leverage additional resources for such improvements; and

**WHEREAS**, the Staff Coordinating Council recommends the Board of Directors (a) authorize the Executive Director, or his designee, to exercise a Contract change order of up to \$1 million to pay for redesign of the EMU bicycle cars to increase the seated capacity as described above, (b) commit to investing at least \$3.5 million towards bike station parking / micromobility improvements at Caltrain stations before the start of electrified service, (c) direct staff to pursue options to leverage additional resources for such improvements, and (d) achieve all future increases to onboard bicycle capacity through increased train frequency (rather than by increasing bicycle capacity on each trainset), as is being evaluated in the Caltrain Business Plan.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Directors of the Peninsula Corridor Joint Powers Board hereby (a) authorizes the Executive Director, or his designee, to exercise a change order to contract #14-PCJPB-P-056 with Stadler USA, Inc. of up to \$1 million to pay for redesign of Electrical Multiple Unit bicycle cars to increase the seated capacity as described above, (b) commits to investing at least \$3.5 million towards bike station parking / micromobility improvements at Caltrain stations before the start of electrified service, (c) directs staff to pursue options to leverage additional resources for such improvements, and (d) commits to achieving future increases to onboard bicycle capacity through increased train frequency (rather than by increasing bicycle capacity on each trainset), as is being evaluated in the Caltrain Business Plan.

Regularly passed and adopted this 6th day of June, 2019 by the following vote:

AYES:

NOES:

ABSENT:

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Chair, Peninsula Corridor Joint Powers  
Board

ATTEST:

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JPB Secretary

**PENINSULA CORRIDOR JOINT POWERS BOARD  
STAFF REPORT**

TO: Joint Powers Board

THROUGH: Jim Hartnett  
Executive Director

FROM: Derek Hansel  
Chief Financial Officer

Michelle Bouchard  
Chief Operating Officer, Rail

SUBJECT: **AWARD OF CONTRACTS FOR ENGINEERING CONSULTANT DESIGN SERVICES**

**ACTION**

Staff Coordinating Council recommends the Board:

1. Award a single source contract to HDR Engineering, Inc. of Walnut Creek, California (HDR) for a total not-to-exceed amount of \$5,640,321 to provide design support for three projects for a three-year term at the negotiated rates specified in the contract.
2. Award a single source contract to Rail Surveyors & Engineers, Inc. of Belmont, California (RSE) for a total not-to-exceed amount of \$3,089,246 to provide design support for two projects for a two-year term at the negotiated rates specified in the contract.
3. Authorize the Executive Director, or his designee, to execute a contract with each of the above firms in full conformity with the terms and conditions of the negotiated agreements and in a form approved by legal counsel.

**SIGNIFICANCE**

The Peninsula Corridor Joint Powers Board (JPB) is currently under contract with HDR and RSE to provide design services in support of five capital projects. To ensure continuity, quality, and safety in the provision of engineering design services, staff desires to award contracts to HDR and RSE for these services through the successful completion of the project phases listed in the table below.

#	Projects with HDR	Services	Proposed Cost
1.	Broadway Burlingame Grade Separation	Provide 35% design plans and support environmental clearance.	\$617,220
2.	Guadalupe Bridge Replacement (San Jose)	Provide final design for bid and construction documents; support for environmental permits; and design services during construction.	\$3,087,626
3.	25th Avenue Grade Separation (San Mateo)	Continue to provide design services during construction.	\$1,935,475
<b>Grand Total Not-to-Exceed Cost:</b>			<b>\$5,640,321</b>

#	Projects with RSE	Services	Proposed Cost
1.	Marin & Napoleon Bridge Removal (San Francisco)	Provide bid support and design services during construction.	\$764,826
2.	South San Francisco Station Improvements	Continue to provide design services during construction.	\$2,324,420
<b>Grand Total Not-to-Exceed Cost:</b>			<b>\$3,089,246</b>

**BUDGET IMPACT**

Each project contains a defined scope of services, with a discrete schedule and budget. Projects will be funded from approved capital budgets using a variety of funding mechanisms and sources and may include Federal, State, and local revenues and grants.

**BACKGROUND**

The Board, pursuant to Resolution 2013-18, awarded on-call general engineering consultant services contracts to HDR and RSE on April 4, 2013 (Contracts). The Contracts expire on June 30, 2019. During the Contracts' term, staff issued Work Directives for the five projects' various design services needs. Due to unanticipated schedule delays, project completion will extend beyond the current Contracts term. The projects require continuous design services at the design development phase as well as during construction.

The JPB would incur substantial cost, loss of quality, and more project delays if the engineering design firms change. Additionally, the JPB would have difficulty attracting other firms to take on these projects because they have been substantially designed by HDR and RSE. Therefore, non competitive letter request for proposals were issued to each firm to maintain continuity of services and retain the firms' extensive experience and design knowledge on the projects.

Both firms are qualified and established consultants that have worked successfully for many years with the JPB. They possess the requisite experience and qualifications required for successful performance of the scope of services defined in the solicitation documents, and are fully capable of providing the specified services. Staff negotiated contract terms and conditions, including price, with each firm. Staff determined prices to be fair, reasonable, and consistent with those currently paid by the JPB, and other public agencies in the Bay Area for similar services.

Procurement Administrator II: Patrick Ng

650.622.8018

Project Manager: Howard Beckford, Senior Project Manager

650.622.7852

**RESOLUTION NO. 2019-**

**BOARD OF DIRECTORS, PENINSULA CORRIDOR JOINT POWERS BOARD  
STATE OF CALIFORNIA**

\* \* \*

**AWARDING CONTRACTS TO HDR ENGINEERING, INC. FOR  
A TOTAL NOT-TO-EXCEED AMOUNT OF \$5,640,321 FOR A THREE-YEAR TERM  
AND RAIL SURVEYORS & ENGINEERS, INC. FOR  
A TOTAL NOT-TO-EXCEED AMOUNT OF \$3,089,246 FOR A TWO-YEAR TERM  
FOR ENGINEERING CONSULTANT DESIGN SERVICES**

**WHEREAS**, pursuant to Board Resolution 2013-18, HDR Engineering, Inc. of Walnut Creek, California (HDR) and Rail Surveyors & Engineers, Inc. of Belmont, California (RSE) were awarded contracts for on-call general engineering consultant services (Contracts); and

**WHEREAS**, the Peninsula Corridor Joint Powers Board (JPB) requires ongoing and continuous engineering design services for five capital projects; and

**WHEREAS**, HDR has been providing engineering design services for the Broadway Burlingame Grade Separation, Guadalupe Bridge Replacement, and 25<sup>th</sup> Avenue Grade Separation projects (HDR Projects), and RSE has been providing engineering design services for the Marin & Napoleon Bridge Removal and South San Francisco Station Improvements projects (RSE Projects) (together, "Projects"); and

**WHEREAS**, the current Contracts will expire on June 30, 2019 and the Projects require additional services that will extend beyond the Contracts term; and

**WHEREAS**, the JPB issued letter request for proposals to HDR and RSE for continuation of services to complete the Projects; and

**WHEREAS**, staff reviewed the proposals, negotiated costs and determined that HDR and RSE possess the necessary qualifications and requisite experience to continue

performing the services for the Projects, and HDR and RSE have agreed to perform the specified services at fair and reasonable prices; and

**WHEREAS**, staff and legal counsel have reviewed the proposals and have determined that the proposals comply with the requirements of the solicitation documents; and

**WHEREAS**, Staff Coordinating Council recommends, and the Executive Director concurs, that the Board of Directors award contracts to HDR for engineering consultant design services for the HDR Projects for a not-to-exceed amount of \$5,640,321 for a three-year term and to RSE for engineering consultant design services for the RSE Projects for a total not-to-exceed amount of \$3,089,246 for a two-year term.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Directors of the Peninsula Corridor Joint Powers Board hereby awards contracts to HDR Engineering, Inc. for engineering consultant design services for the HDR Projects for a three-year term for a total not-to-exceed amount of \$5,640,321; and Rail Surveyors & Engineers, Inc. for engineering consultant design services for the RSE Projects for a two-year term for a total not-to-exceed amount of \$3,089,246; and

**BE IT FURTHER RESOLVED** the Executive Director, or his designee, is authorized to execute contracts with HDR and RSE in full conformity with all of the terms and conditions of the negotiated agreements and in a form approved by legal counsel.



Regularly passed and adopted this 6<sup>th</sup> day of June, 2019 by the following vote:

AYES:

NOES:

ABSENT:

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Chair, Peninsula Corridor Joint Powers Board

ATTEST:

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JPB Secretary

**AGREEMENT BETWEEN THE  
PENINSULA CORRIDOR JOINT POWERS BOARD (JPB)  
AND  
HDR ENGINEERING, INC. (CONSULTANT)**

**AGREEMENT SUMMARY\***

**Board of Directors' Date of Award:** June 6, 2019

**Resolution Number:** 2019-\_\_\_\_\_

**Effective Date of Agreement:** July 1, 2019

**Services to be Performed (Section 1):** Engineering Consultant Design Services

**Term of Agreement (Section 3):** July 1, 2019 – June 30, 2022  
Three-year contract term.

**Compensation (Section 5):** The maximum compensation the JPB has authorized to be expended for all services provided under this Agreement will not exceed \$5,640,321.00 for the three (3) year term of the agreement.

**Consultant's Key Representative contact information (Section 4):**

**Name:** Gregory Oslund  
**Title:** Northern California Rail/Transit Market Leader  
**E-mail:** Greg.Oslund@hdrinc.com  
**Phone:** (916) 600-7229  
**Mailing Address:** 100 Pringle Avenue, Suite 400, Walnut Creek, CA 94596

\*This Summary is provided for convenience only, and is qualified by the specific terms and conditions of the Agreement that will control any conflict between this Summary and the terms of the Agreement.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

### **1. SCOPE OF SERVICES**

This is an Agreement to provide Engineering Consultant Design Services. The CONSULTANT agrees to provide these services to Peninsula Corridor Joint Powers Board (JPB) in accordance with the terms and conditions of this Agreement. In the performance of its work, the CONSULTANT represents that it: 1) has and will exercise the degree of professional care, skill, efficiency, and judgment of consultants with special expertise in completing the 3 projects mentioned; 2) carries all applicable licenses, certificates, and registrations in current and good standing that may be required to perform the work; and 3) will retain all such licenses, certificates, and registrations in active status throughout the duration of this engagement.

The scope of the CONSULTANT's services shall consist of the services set forth in the Letter RFP dated, **March 19, 2019** attached as Exhibit A, as supplemented by CONSULTANT's written technical and cost proposals dated **April 22, 2019**, each attached as Exhibit B, and C respectively.

### **2. AGREEMENT DOCUMENTS**

This Agreement consists of the following documents:

- (1) This Agreement, including all Appendices,
- (2) Exhibit A, Letter RFP, including Attachments,
- (3) Attachment A, Insurance Requirements
- (4) Exhibit B, CONSULTANT's Technical Proposal, and
- (5) Exhibit C, CONSULTANT's Cost Proposal

In the event of conflict between or among the terms of the Agreement documents, the order of precedence shall be the order of documents listed above, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence.

### **3. TERM OF AGREEMENT**

The term of this Agreement is for a three-year term, commencing on July 1, 2019 through June 30, 2022. The CONSULTANT shall furnish the JPB with all the materials, equipment and services called for under this Agreement, and perform all other work as described in the following projects:

- 1) WD# 8036 – 25th Avenue Grade Separation  
Schedule: 07/01/2019 through 03/31/2021
- 2) WD# 8038 – Broadway Burlingame Grade Separation  
Schedule: 07/01/2019 through 12/31/2019

- 3) WD# 8041 – Guadalupe River Bridge Replacement  
Schedule: 07/01/2019 through 12/31/2021

With written permission from the JPB, the above project schedules maybe extended, but may not be extended later than the term of the Agreement.

The term of the Agreement is subject to the JPB's right to terminate the Agreement in accordance with Section 22 of this Agreement.

#### **4. CONSULTANT'S REPRESENTATIVE**

It is understood and agreed by the parties that at all times during the term of this Agreement that the Program Manager or designee shall serve as the primary staff person of CONSULTANT to undertake, render, and oversee all of the services under this Agreement. Upon written notice by the CONSULTANT and approval by the JPB, which will not be unreasonably withheld, the CONSULTANT may substitute this person with another person, who shall possess similar qualifications and experience for this position.

#### **5. COMPENSATION**

##### **5.1. GENERAL**

Compensation for each project performed under the Agreement will either be **Cost-Plus-Fixed-Fee with a ceiling (CPFF)** or **Specified Rate of Compensation (SRC)**.

Project pricing will be allowable only to the extent that estimated costs and costs incurred are compliant with Federal cost principals contained in Title 48, Code of Federal Regulations, Part 31. Any costs for which payment has been made to CONSULTANT, which are determined by subsequent audit to be unallowable under these Federal cost principals, are subject to repayment by CONSULTANT to the JPB.

On an annual basis, no later than 60 days before the start of a succeeding contract/Agreement year, CONSULTANT may, upon written request, adjust prospectively the labor rates. Increases in future negotiated Direct Labor Rates shall be limited, if requested, to the most recent Consumer Price Index (C.P.I.) for the San Francisco/Oakland/Hayward, CA Area (Core Based Statistical Area (CBSA)) available to the JPB, or up to a maximum of 3.5 percent escalation, whichever is lower. The effective date of the CPI adjustment, if any, will commence either the (1) the first day of the second and/or subsequent year(s) of the Agreement, or (2) the date of the CONSULTANT's request, whichever event is later. Upon approval by the JPB, the negotiated changes shall remain in effect for the subsequent contract/Agreement year.

CONSULTANT will be reimbursed for hours worked at the hourly rates specified in CONSULTANT's Cost Proposal. The specified hourly rates shall include

direct salary costs, employee benefits, overhead, and fee. In addition, CONSULTANT will be reimbursed for incurred (actual) direct costs other than salary costs that are in the cost proposal and identified in the cost proposal. Reimbursement for transportation and subsistence costs shall not exceed the rates as specified in the approved Cost Proposal.

When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval for a revised milestone cost estimate from the JPB Project Manager before exceeding such estimate. Progress payments for each project will be made monthly in arrears based on services provided and actual costs incurred.

CONSULTANT shall not commence performance of work or services until this Agreement has been approved by JPB, and notification to proceed has been issued by JPB Procurement Administrator. No payment will be made prior to approval or for any work performed prior to approval of this Agreement.

Fixed Fees shall be negotiated prior to the signing of the Agreement and shall apply throughout the life of the Agreement.

## 5.2 COST OF WORK

The cost of work shall be calculated as the sum of the direct labor times a multiplier for payroll burden, employee benefits, and overhead costs, plus other direct costs as set forth in this Section

## 5.3 DIRECT LABOR

### 5.3.1 GENERAL

**Direct Labor Rates** shall be as set forth in Exhibit C to this Agreement and shall **stay in effect for the first year of the Agreement**. The hourly rates (direct labor costs) are subject to salary administration as set forth in Title 48 Code of Federal Regulations Part 31.205-6.

Charges by CONSULTANT, and subconsultants, for an employee's time shall in no instance exceed the actual amount paid to such employee for time directly spent on services performed under this Agreement by such employee.

For new personnel to be approved after contract award, CONSULTANT, and subconsultants, shall submit a written request to the Procurement Administrator and provide the person's name, job title, current actual rates, and resume, for review and approval.

New personnel must be approved prior to their commencing work under a project. Work performed by personnel not previously approved in writing by the JPB

shall be at CONSULTANT's own risk.

Increases in hourly rates may not exceed the percentage change of the Consumer Price Index (CPI-U) for the San Francisco/Oakland/Hayward, CA Area (Core Based Statistical Area (CBSA)) area, or **3.5%**, whichever is lower.

#### 5.3.2 STRAIGHT TIME

Straight time payroll is to be the equivalent annual salary/wage divided by 2080 hours per annum for employees approved to perform services under this Agreement.

#### 5.3.3 OVERTIME

The JPB will reimburse CONSULTANT, and subconsultants, the straight time portion and premium time portion (if payable to the employee in accordance with the CONSULTANT'S employment policies) of its employee's actual overtime pay during performance of services under this Agreement, provided that the JPB has approved the overtime, in writing, prior to the incurring of said overtime. Overtime charges must reflect overhead rates reduced by non-applicable employee benefits.

### 5.4 CONSULTANT AND SUBCONSULTANTS MULTIPLIERS

#### 5.4.1 GENERAL

CONSULTANT, and subconsultants, multipliers may be inclusive of the markups for payroll burden, employee benefits and office overhead for each office location as defined below. The multiplier is fixed for the first year of the Agreement.

The agreed-upon multipliers shall be used for CONSULTANT's, and subconsultants', home office and JPB-furnished field office, as appropriate to the assigned location of individuals working on the project. The multipliers will be applied to direct labor costs only as defined above. Initial CONSULTANT multipliers are as set forth in Exhibit C "Cost Proposal," dated April 22, 2019.

#### 5.4.2 PAYROLL BURDEN

CONSULTANT and the JPB agree that the following will be considered as Payroll Burdens and as such will be paid to CONSULTANT, and subconsultant's, as compensation for said costs, as set forth below. "Payroll Burden" is defined as: The cost of all a) employment taxes, b) CONSULTANT's, and subconsultant's, portion of social and retirement charges and c) contributions imposed by law, or labor contract contributions (if applicable), or regulations, with respect to or measured by CONSULTANT's, and subconsultant's, payroll, including but not limited to, the CONSULTANT's, and subconsultant', cost of owner-required insurance.

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### 5.4.3 EMPLOYEE BENEFITS

“Employee Benefits” for CONSULTANT’s, and subconsultant’s, employees is defined as: The cost of all contractual and voluntary employee benefits, including but not limited to, holidays, vacations, sick leave, jury duty leave, group medical, life insurance, salary continuance insurance, bonus schemes (including Directors drawings of dividends), employee stock ownership plan, savings plan, retirement plan, relocation benefits and all other employee benefit plans.

### 5.4.4 INDIRECT COSTS (OFFICE OVERHEAD)

CONSULTANT, and subconsultants, shall be compensated through an agreed-upon multiplier for overhead, which includes those administrative, clerical, word processing, accounting and other support staff utilized in performing services under this Agreement, which are not explicitly included in the Proposal or who have been approved by the JPB.

These rates will remain fixed for the initial year of the Agreement. These rates will be reviewed annually on the anniversary of the effective date of the Agreement, for the CONSULTANT and its subconsultants and may be adjusted upon JPB approval.

5.4.4.1 CONSULTANT and subconsultants Home Office Overhead rate shall apply to personnel assigned in CONSULTANT’s and subconsultant’s Home Office in support of the performance of services under this Agreement. Home Office Indirect Cost Rates (overhead) included in the CONSULTANT’s proposal, including those of their subconsultants, must be substantiated by the most recent (within 12 months) audited reports available, which clearly show the calculations. All such reports shall comply with FAR reporting requirements. If audited reports are not available for subconsultants, the CONSULTANT will provide alternate information (i.e. other comparable public agency contract rates) to the JPB to review for acceptance. The JPB will have the final decision as to what is acceptable.

5.4.4.2 JPB-Furnished Field Office Overhead rate shall apply to CONSULTANT’s, and subconsultant’s, personnel assigned to an JPB-Furnished Field Office on a full-time basis, for a period of at least 120 calendar days. As these rates cannot be pre-determined by audit, the JPB reserves the right to negotiate this rate for each firm.

## 5.5 MAXIMUM FIXED FEES (PROFIT)

### 5.5.1 GENERAL

**Maximum Fixed Fee percentages shall apply throughout the life of the Agreement.** The CONSULTANT’s fixed fee amount for each project may be negotiated on an individual project basis. Said fixed fee amount shall not be altered

unless there is a significant alteration in the scope, complexity or character of the work to be performed under a Project.

The maximum fees, as a percentage of fully burdened Direct Labor Cost, allowable by the JPB shall not exceed:

**Engineering Consultant Design Services** – Seven Percent (7%)\* for Consultant's home office (Home) and Seven Percent (7%)\* for Agency's field office (Field). Except Subconsultant - Pacific Railway Enterprises (PRE) with ten percent (10%).

**Maintenance Activities** - Five Percent (5%)

**Consultant Support Services** –Three Percent (3 %) \*

*\*Fees for Consultant Support projects are only paid for actual time worked (Level of Effort)*

**Subconsultants markup** – Zero Percent (0%)

## 5.6 OTHER DIRECT COSTS (ODC's)

### 5.6.1 GENERAL

Other Direct Costs, including subconsultant's projects, shall be proposed at cost with a ZERO Percent (0%) markup.

### 5.6.2 ALLOWABLE ODC'S

Examples of allowable include, but are not limited to: mileage, parking, tolls, mail costs, film, photo developing, facsimiles, printing/copying, plan reproduction, blue print services and subconsultants directly associated with the project. Expenditures for each allowable ODC in excess of \$500.00 per month, and not included above, shall require advance approval by the JPB. Supporting documentation is required for reimbursement of **all** ODC's.

### 5.6.3 SUBCONSULTANTS

With regard to subconsultants, the JPB will pay the cost of work as defined in Section 5.2 through Section 5.6.4 with ZERO Percent (0%) markup. The CONSULTANT may be compensated for initial, or one-time, charges incurred in establishing a project or for pre-approved administration charges.



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#### 5.6.4 LIMITATIONS ON DIRECT COSTS

The following are limitations:

(1) Vehicles - If applicable and approved by the Agencies, rental vehicles and their support costs are limited to a total maximum of \$500 per month, per vehicle. The standard Internal Revenue Service mileage rates shall apply for use of a personal vehicle.

(2) Travel Expenses - **All** travel and relocation related plans must be approved in writing by the JPB prior to the commencement of the travel. If written approval is received for relocations, travel, temporary accommodations and or assistance, FAR 31.205-46(a) Sections 1 and 2 and Federal Travel Regulation (41 CFR 301-304) for San Mateo County, California, will apply. Lodging and per diem rates shall not exceed the U.S. General Services Administration (GSA) rate at the time of travel for the specific project site. Costs incurred for travel, subsistence, and relocation of personnel engaged in the performance of services under this Agreement, if approved in advance by JPB will include the following:

- Relocation expenses, travel, temporary accommodations, and/or subsistence related to mobilization travel to the CONSULTANT's dedicated project office or to JPB-furnished field office for CONSULTANT and subconsultant personnel permanently assigned to the project. Such expenses shall be reduced by any amount received from others by CONSULTANT or subconsultant for demobilization from the prior project assignment.

- Travel, accommodations and subsistence (directly related to the Scope of Services) for business trips to the Project Site, to JPB's consultants and suppliers, or to other locations approved by the JPB. Such travel may originate at CONSULTANT's or subconsultant's home office or branch office, or at the CONSULTANT's dedicated field office, or at JPB's central or field offices.

#### 5.6.5 UNALLOWABLE ODC'S

The following ODC's are not allowable unless they are authorized by prior written approval of the JPB's authorized representative:

- Costs associated with registration for training, seminars, and technical association meetings.
- Costs associated with employee incentive compensation including cash bonuses, suggestion awards, safety awards and other forms of incentive compensation.
- Costs associated with leasing, maintaining, insuring and operating dedicated project vehicles.
- Computer hardware and software support, software licenses, or cellular phone usage.

- Safety equipment such as steel-toed boots, safety vests, and hard hats.
- Insurance
- Cellular phones
- Cost of any normal equipment, tools, or vehicles (unless approved) hired, leased or purchased for the performance of services, provided that the depreciated value of such items purchased by CONSULTANT shall be credited to the JPB at the completion of the work performed under this Agreement.
- Shipping
- Drafting supplies
- Surveying supplies
- Models and renderings

All other ODCs that are not identified in 5.6.2 are considered unallowable ODCs and must be authorized by prior written approval of the JPB's authorized representative.

#### 5.7 MAXIMUM COMPENSATION AMOUNT

A maximum not-to-exceed amount as set forth in the project shall apply for each project as follows:

<b>Projects</b>	<b>Not-to-Exceed Amount</b>
Broadway Burlingame Grade Separation	\$617,220
Guadalupe Bridge Replacement	\$3,087,626
25th Avenue Grade Separation	\$1,935,475
<b>Total Not-to-Exceed Amount:</b>	<b>\$5,640,321</b>

Further, it is expressly understood and agreed that in no event shall CONSULTANT be compensated in an amount greater than the amount specified in any individual project for the services performed under such project without issuance of a written Amendment to such project by the JPB's Procurement Administrator.

If at any time, CONSULTANT has reason to believe that the total compensation payable for the performance of services under this Agreement will exceed the maximum not-to-exceed amount as set for in the project, CONSULTANT shall notify the JPB immediately in writing to that effect, indicating the estimated additional amount necessary to complete the services in the project. Any cost incurred by CONSULTANT in excess of the not-to-exceed amount as set forth in the project shall be at CONSULTANT's own risk.

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## 5.8 FLOW DOWN

CONSULTANT shall include the requirements regarding audits, compensation and reimbursement for costs and fees in its subconsultant's agreements, provided such subconsultants have been approved by the JPB.

## 6. MANNER OF PAYMENT

CONSULTANT shall submit *complete* invoices detailing *all* services performed during the billing period, *including all subconsultant and Other Direct Costs*. CONSULTANT is required to submit invoices for services performed no later than 30 days after the end of the month in which the costs were incurred. Failure to submit invoices in this timely manner may result in the JPB rejecting the invoice.

Each invoice/billing statement must provide a detailed description of the work performed during the invoice period, the contract number, the project, the description, the PO # and the JPB Project Manager's name.

The JPB will endeavor to pay approved invoices/billing statements within 30 calendar days of their receipt. The JPB reserves the right to withhold payment to the CONSULTANT if the JPB determines that the quantity or quality of the work performed is unacceptable or the invoice does not contain the required detailed supporting documentation. The JPB shall provide written notice to the CONSULTANT within ten business days *after receipt of CONSULTANT's invoice*, of the JPB's decision not to pay and the reasons for such non-payment. CONSULTANTS, or subconsultants, working at a JPB-furnished field office may be required to fill out the JPB Consultant Project Hour Allocation Sheets (JournyX) on a bi-weekly basis.

Each invoice, *including those of the CONSULTANT's subconsultants*, shall segregate and report separately any additional scope authorized by project Amendment, and shall be segregated, computed and documented as follows:

### By Task

1. Direct Labor Costs
2. Multipliers (Payroll Burden, Employee Benefits and Office Overhead)
3. Other Direct Costs (used exclusively for a specific task)
4. Subconsultants

### Overall Project

1. Other Direct Costs (used in support of multiple tasks)
2. Fixed Fee Allocation (a percentage of the Fixed Fee will be allocated to each payment cycle based on a percentage of the total work under a project that has been completed in the payment cycle.)

CONSULTANT shall provide supporting documentation for its invoices as required by the JPB. Billings for services outside of the current billing

period shall be submitted as a supplemental invoice to original billing period invoice.

For each active project, if no work is performed during the billing period, CONSULTANT shall submit a statement of no work performed during billing period.

Invoices shall be submitted electronically via e-mail in PDF format with supporting documents/information, as appropriate, to: [AccountsPayable@samtrans.com](mailto:AccountsPayable@samtrans.com)

## 7. **NOTICES**

All communications relating to the day-to-day activities of the provided services shall be exchanged between the JPB's **Project Manager** or designee, and the CONSULTANT's **Project Manager** or designee.

All other notices and communications deemed by either party to be necessary or desirable to be given to the other party shall be in writing and may be given by personal delivery to a representative of the parties or by mailing the same postage prepaid, addressed as follows:

If to the JPB: Secretary  
Peninsula Corridor Joint Powers Board  
1250 San Carlos Avenue  
San Carlos, CA 94070

With a copy to: Director, Contracts and Procurement  
Peninsula Corridor Joint Powers Board  
1250 San Carlos Avenue  
San Carlos, CA 94070

If to the CONSULTANT: HDR Engineering, Inc.  
Attn: Gregory Oslund  
100 Pringle Avenue, Suite 400  
Walnut Creek, CA 94596

The address to which mailings may be made may be changed from time to time by notice mailed as described above. Any notice given by mail shall be deemed given on the day after that on which it is deposited in the United States Mail as provided above.

## 8. **OWNERSHIP OF WORK**

All reports, designs, drawings, plans, specifications, schedules, and other materials prepared, or in the process of being prepared for the services to be performed

by CONSULTANT shall be and are the property of the JPB. The JPB shall be entitled to copies and access to these materials during the progress of the work. Any such materials remaining in the hands of the CONSULTANT or in the hands of any subconsultant upon completion or termination of the work shall be immediately delivered to the JPB. If any materials are lost, damaged, or destroyed before final delivery to the JPB, the CONSULTANT shall replace them at its own expense and the CONSULTANT assumes all risks of loss, damage, or destruction of or to such materials. The CONSULTANT may retain a copy of all material produced under this Agreement for its use in its general business activities.

Any and all rights, title, and interest (including without limitation copyright and any other intellectual-property or proprietary right) to materials prepared under this Agreement are hereby assigned to the JPB. The CONSULTANT agrees to execute any additional documents, which may be necessary to evidence such assignment.

In addition, the FTA, FHWA, FRA and other funding Agencies shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the work for governmental purposes.

The CONSULTANT represents and warrants that all materials prepared under this Agreement are original or developed from materials in the public domain (or both) and that all materials prepared under and services provided under this Agreement do not infringe or violate any copyright, trademark, patent, trade secret, or other intellectual-property or proprietary right of any third party.

## **9. CONFIDENTIALITY**

Any JPB materials to which the CONSULTANT has access or materials prepared by the CONSULTANT during the course of this Agreement ("confidential information") shall be held in confidence by the CONSULTANT, who shall exercise all reasonable precautions to prevent the disclosure of confidential information to anyone except the officers, employees and agents of the CONSULTANT as necessary to accomplish the rendition of services set forth in Section 1 of this Agreement.

The CONSULTANT, its employees, subcontractors, subconsultants and agents, shall not release any reports, information, or other materials prepared in connection with this Agreement, whether deemed confidential or not, without the approval of the JPB's General Manager/CEO or designee.

## **10. USE OF SUBCONSULTANTS**

The CONSULTANT shall not subcontract any services to be performed by it under this Agreement without the prior written approval of the JPB, except for service firms engaged in drawing, reprographics, typing, and printing. Any subconsultants must be engaged under written contract with the CONSULTANT with provisions allowing the CONSULTANT to comply with all requirements of this Agreement, including without limitation the "Ownership of Work" provisions in Section 8. The CONSULTANT shall be

solely responsible for reimbursing any subconsultants and the JPB shall have no obligation to them.

## **11. CHANGES**

The JPB may at any time, by written order, make changes within the scope of work and services described in this Agreement. If such changes cause an increase or decrease in the budgeted cost of or the time required for performance of the agreed upon work, an equitable adjustment as mutually agreed shall be made in the limit on compensation as set forth in Section 5 or in the time of required performance as set forth in Section 3, or both. In the event that CONSULTANT encounters any unanticipated conditions or contingencies that may affect the scope of work or services and result in an adjustment in the amount of compensation specified herein, or identifies any JPB conduct (including actions, inaction, and written or oral communications other than a formal contract modification) that the CONSULTANT regards as a change to the contract terms and conditions, CONSULTANT shall so advise the JPB immediately upon notice of such condition or contingency. The written notice shall explain the circumstances giving rise to the unforeseen condition or contingency and shall set forth the proposed adjustment in compensation. This notice shall be given to the JPB prior to the time that CONSULTANT performs work or services related to the proposed adjustment in compensation. The pertinent changes shall be expressed in a written supplement to this Agreement issued by the Contracts and Procurement Department prior to implementation of such changes. Failure to provide written notice and receive JPB approval for extra work prior to performing extra work may, at the JPB's sole discretion, result in nonpayment of the invoices reflecting such work.

## **12. RESPONSIBILITY: INDEMNIFICATION**

To the fullest extent allowed by law, the CONSULTANT shall indemnify, keep and save harmless the JPB, the San Mateo County Transit District, the City and County of San Francisco, the Santa Clara Valley Transportation Authority, TransitAmerica Services, Inc., (TASI) and any successor operator, the Union Pacific Railroad Company and any successor freight operator (collectively "JPB Indemnities"), and their respective directors, officers, agents and employees against any and all suits, claims or actions arising out of any of the following:

- A. Any injury to persons or property that may occur, or that may be alleged to have occurred, arising from the performance of this Agreement by the CONSULTANT caused by a negligent act or omission or willful misconduct of the CONSULTANT or its employees, subconsultants or agents; or
- B. Any allegation that materials or services provided by the CONSULTANT under this Agreement infringe or violate any copyright, trademark, patent, trade secret, or any other intellectual-property or proprietary right of any third party.

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The CONSULTANT further agrees to defend any and all such actions, suits or claims and pay all charges of attorneys and all other costs and expenses of defenses as they are incurred. If any judgment is rendered against the JPB Indemnities in any such action, the CONSULTANT shall, at its expense, satisfy and discharge the same. This indemnification shall survive termination or expiration of the Agreement.

**13. INSURANCE**

The insurance requirements are attached this Agreement as Attachment A, Insurance Requirements.

**14. CONSULTANT'S STATUS**

Neither the CONSULTANT nor any party contracting with the CONSULTANT shall be deemed to be an agent or employee of the JPB. The CONSULTANT is and shall be an independent CONSULTANT and the legal relationship of any person performing services for the CONSULTANT shall be one solely between that person and the CONSULTANT.

**15. ASSIGNMENT**

The CONSULTANT shall not assign any of its rights nor transfer any of its obligations under this Agreement without the prior written consent of the JPB.

**16. JPB WARRANTIES**

The JPB makes no warranties, representations, or agreements, either express or implied, beyond such as are explicitly stated in this Agreement.

**17. JPB REPRESENTATIVE**

Except when approval or other action is required to be given or taken by the Board of Directors of the JPB, the JPB's Executive Director, or such person or persons as they shall designate in writing from time to time, shall represent and act for the JPB.

**18. WARRANTY OF SERVICES**

A. CONSULTANT represents and warrants that its professional services will be performed in accordance with the professional standards of practices of comparable general engineering firms at the time the services are rendered.

B. In the event that any services provided by the CONSULTANT hereunder are deficient because of CONSULTANT's or subconsultants failure to perform said services in accordance with the standards set forth above, the JPB shall report such deficiencies in writing to the CONSULTANT within a reasonable time. The JPB thereafter shall have:

1. The right to have the CONSULTANT re-perform such services at the CONSULTANT's expense; or
2. The right to have such services done by others and the costs thereof charged to and collected from the CONSULTANT if within 30 days after written notice to the CONSULTANT requiring such re-performance, CONSULTANT fails to give satisfactory evidence to the JPB that it has undertaken said re-performance.
3. The right to terminate the Agreement for default.

CONSULTANT shall be responsible for all errors and omissions and is expected to pay for all engineering services work as a result of errors and omissions.

## **19. CLAIMS OR DISPUTES**

The CONSULTANT shall be solely responsible for providing timely written notice to the JPB of any claims for additional compensation and/or time in accordance with the provisions of this Agreement. It is the JPB's intent to investigate and attempt to resolve any CONSULTANT claims before the CONSULTANT has performed any disputed work. Therefore, CONSULTANT's failure to provide timely notice shall constitute a waiver of CONSULTANT's claims for additional compensation and/or time.

The CONSULTANT shall not be entitled to the payment of any additional compensation for any cause, including any act, or failure to act, by the JPB, or the failure or refusal to issue a modification, or the happening of any event, thing, or occurrence, unless it has given the JPB due written notice of a potential claim. The potential claim shall set forth the reasons for which the CONSULTANT believes additional compensation may be due, the nature of the costs involved, and the amount of the potential claim.

If based on an act or failure to act by the JPB, such notice shall be given to the JPB prior to the time that the CONSULTANT has started performance of the work giving rise to the potential claim for additional compensation. In all other cases, notice shall be given within ten (10) days after the happening of the event or occurrence giving rise to the potential claim.

If there is a dispute over any claim, the CONSULTANT shall continue to work during the dispute resolution process in a diligent and timely manner as directed by the JPB, and shall be governed by all applicable provisions of the Agreement. The CONSULTANT shall maintain cost records of all work that is the basis of any dispute.

If an agreement can be reached which resolves the CONSULTANT claim, the parties will execute an Agreement modification to document the resolution of the claim. If the parties cannot reach an agreement with respect to the CONSULTANT claim, they may choose to pursue a dispute resolution process or termination of the Agreement.



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

CONSULTANT's personnel that the JPB considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from the JPB. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for the CONSULTANT's personnel services under this agreement.

Services of the CONSULTANT's personnel in connection with the construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this agreement in order to finally resolve the claims.

## **20. REMEDIES**

In the event the CONSULTANT fails to comply with the requirements of this Agreement in any way, the JPB reserves the right to implement administrative remedies which may include, but are not limited to, withholding of progress payments and contract retentions, and termination of the Agreement in whole or in part.

## **21. TEMPORARY SUSPENSION OF WORK**

The JPB, in its sole discretion, reserves the right to stop or suspend all or any portion of the work for such period as JPB may deem necessary. The suspension may be due to the failure on the part of the CONSULTANT to carry out orders given or to perform any provision of the Agreement or to factors that are not the responsibility of the CONSULTANT. The CONSULTANT shall comply immediately with the written order of the JPB to suspend the work wholly or in part. The suspended work shall be resumed when the CONSULTANT is provided with written direction from the JPB to resume the work.

If the suspension is due to the CONSULTANT's failure to perform work or carry out its responsibilities in accordance with this Agreement, or other action or omission on the part of the CONSULTANT, all costs shall be at CONSULTANT's expense and no schedule extensions will be provided by the JPB.

In the event of a suspension of the work, the CONSULTANT shall not be relieved of the CONSULTANT's responsibilities under this Agreement, except the obligations to perform the work, which the JPB has specifically directed CONSULTANT to suspend under this section.

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If the suspension is not the responsibility of the CONSULTANT, suspension of all or any portion of the work under this Section may entitle the CONSULTANT to compensation and/or schedule extensions subject to the Agreement requirements.

## **22. TERMINATION**

The JPB shall have the right to terminate this Agreement at any time for cause or convenience by giving written notice to the CONSULTANT. Upon receipt of such notice, the CONSULTANT shall not commit itself to any further expenditure of time or resources.

If the Agreement is terminated for any reason other than a breach or default by CONSULTANT, the JPB shall pay to the CONSULTANT in accordance with the provisions of Sections 5 and 6 of this Agreement all sums actually due and owing from the JPB for all services performed and all expenses incurred up to the day written notice of termination is given, plus any costs reasonably and necessarily incurred by CONSULTANT to effect such suspension or termination. If the Agreement is terminated for breach or default, the JPB shall remit final payment to CONSULTANT in an amount to cover only those services performed and expenses incurred in full accordance with the terms and conditions of this Agreement up to the effective date of termination.

The JPB shall not in any manner be liable for the CONSULTANT's actual or projected lost profits had the CONSULTANT completed the services required by this Agreement.

## **23. FRA 219 DRUG AND ALCOHOL TESTING**

If the event that CONSULTANT performs "covered work" or "covered service", the following requirements apply:

A. The Consultant agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Part 219. Consultant's specific responsibilities include the following:

1. Submit to the FRA, a drug and alcohol testing program as required under 49 CFR Part 219.
2. Obtain FRA's approval of the drug and alcohol testing program. Submit a copy of the approved drug and alcohol testing program and a copy of the FRA's letter of approval to the JPB's Project Manager. Consultant will not be entitled to commence covered Work until a copy of FRA's letter of approval is received by the JPB.
3. Produce any documentation necessary to establish its compliance with Part 219.

4. Permit any authorized representative of the United States Department of Transportation, Federal Railroad Administration, the State Oversight Agency of the State of California, or the JPB to inspect Consultant's facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Part 219, and to review the Consultant's testing process.

B. Consultant is solely responsible for ensuring that its employees, subcontractors, consultants and agents comply with 49 CFR Part 219 throughout the term of the Agreement. Moreover, Consultant is solely responsible for any delays caused to the Work as a result of Consultant's failure to comply with 49 CFR Part 219, including but not limited to any order to suspend work from the Federal Railroad Administration.

C. The requirements of this section apply to all "covered work" and "covered service" under 49 CFR Part 219, including but not limited to all work performed by "signal service employees" under 49 U.S.C. Section 21104. A "signal service employee" is defined in relevant part as "an individual ... who is engaged in installing, repairing or maintaining signal systems." (49 U.S.C. section 21101(4).) The Consultant is solely responsible for determining whether it is performing "covered work" or "covered service" under 49 CFR Part 219, taking in to account all amendments to the law.

#### **24. PREVAILING WAGE DETERMINATIONS**

The CONSULTANT and subsequently tiered subconsultant(s) must comply with applicable sections of division 2 part 7 chapter 1 of the California Labor Code, including the payment of prevailing wage rates. The California Director of Industrial Relation's General Prevailing Wage Determinations: 2019-1 will constitute the prevailing rates of per diem wages for the duration of the Agreement. Copies of the Determinations can be reviewed at the JPB's central office (1250 San Carlos Ave., San Carlos, CA 94070). They can also be found at [www.dir.ca.gov/dlsr/DPreWageDetermination.htm](http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm).

#### **25. LABOR COMPLIANCE REQUIREMENTS**

Some of the work performed pursuant to this Agreement may be subject to prevailing wage requirements. Prevailing Wage requirements are attached hereto and incorporated herein to this Agreement as RFP, Appendix A, Labor Compliance Requirements.

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## **26. MAINTENANCE, AUDIT AND INSPECTION OF RECORDS**

All CONSULTANT and subcontractor/subconsultant costs incurred in the performance of this Agreement will be subject to audit. The CONSULTANT and its subcontractors/subconsultants shall permit the JPB, or its authorized representatives to inspect, examine, make excerpts from, transcribe, and copy the CONSULTANT's books, work, documents, papers, materials, payrolls records, accounts, and any and all data relevant to the Agreement at any reasonable time, and to audit and verify statements, invoices or bills submitted by the CONSULTANT pursuant to this Agreement. The CONSULTANT shall also provide such assistance as may be required in the course of such audit. The CONSULTANT shall retain these records and make them available for inspection hereunder for a period of four (4) years after expiration or termination of the Agreement.

If, as a result of the audit, it is determined by the JPB's auditor or staff that reimbursement of any costs including profit or fee under this Agreement was in excess of that represented and relied upon during price negotiations or represented as a basis for payment, the CONSULTANT agrees to reimburse the JPB for those costs within 60 days of written notification by the JPB.

## **27. NON-DISCRIMINATION ASSURANCE - TITLE VI OF THE CIVIL RIGHTS ACT**

The CONSULTANT shall not discriminate on the basis of race, color, creed, national origin, sex, or age in the performance of this Agreement. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of U.S. DOT-assisted contracts. Further, the CONSULTANT agrees to comply with all provisions prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000d *et seq.*, and with U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act," 49 C.F.R. Part 21. The CONSULTANT shall obtain the same assurances from its joint venture partners, subcontractors, and subconsultants by including this assurance in all subcontracts entered into under this Agreement. 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 JPB deems appropriate.

## **28. EQUAL EMPLOYMENT OPPORTUNITY (EEO)**

In connection with the performance of this Agreement, the CONSULTANT shall not discriminate against any employee or applicant for employment because of race, color, religion, citizenship, political activity or affiliation, national origin, ancestry, physical or mental disability, marital status, age, medical condition (as defined under California law), veteran status, sexual orientation, gender identity, gender expression, sex or gender (which includes pregnancy, childbirth, breastfeeding, or related medical conditions), taking or requesting statutorily protected leave, or any other characteristics

protected under federal, state, or local laws. The CONSULTANT shall take affirmative actions to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, disability, national origin, or any other characteristic protected under state, federal, or local laws. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONSULTANT further agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

## **29. CONFLICT OF INTEREST**

### **A. General**

Depending on the nature of the work performed, a CONSULTANT of the JPB may be subject to the same conflict of interest prohibitions established by the Federal Transit Administration (FTA), and (for Federally-funded Agreements) California law that govern the JPB's employees and officials (Cal. Govt. Code Section 1090 et seq. and Cal. Govt. Code Section 87100 et seq.). During the proposal process or the term of the Agreement, CONSULTANT and its employees may be required to disclose financial interests.

The CONSULTANT warrants and represents that it presently has no interest and agrees that it will not acquire any interest that would present a conflict of interest under California Government Code §1090 et seq. or §87100 et seq. during the performance of services under this Agreement. The CONSULTANT further covenants that it will not knowingly employ any person having such an interest in the performance of this Agreement. Violation of this provision may result in this Agreement being deemed void and unenforceable.

Depending on the nature of the work performed, CONSULTANT may be required to publicly disclose financial interests under the JPB's Conflict of Interest Code. Upon receipt, the CONSULTANT agrees to promptly submit a Statement of Economic Interest on the form provided by the JPB.

No person previously in the position of Director, Officer, employee or agent of the JPB during his or her tenure or for one (1) year after that tenure shall have any interest, direct or indirect, in this Agreement or the proceeds under this Agreement, nor may any such person act as an agent or attorney for, or otherwise represent the CONSULTANT by making any formal or informal appearance, or any oral or written communication, before the JPB, or any Officer or employee of the JPB, for a period of one (1) year after leaving office or employment with the JPB if the appearance or communication is made for the purpose of influencing any action involving the issuance, amendment, award or revocation of a permit, license, grant, or contract.

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## **B. Organizational Conflicts of Interest**

CONSULTANT shall take all reasonable measures to preclude the existence or development of an organizational conflict of interest in connection with work performed under this Agreement and other solicitations. An organizational conflict of interest occurs when, due to other activities, relationships, or contracts, a firm or person is unable, or potentially unable, to render impartial assistance or advice to the JPB; a firm or person's objectivity in performing the contract work is or might be impaired; or a firm or person has an unfair competitive advantage in proposing for award of a contract as a result of information gained in performance of this or some other Agreement.

CONSULTANT shall not engage the services of any subconsultant or independent consultant on any work related to this Agreement if the subconsultant or independent consultant, or any employee of the subconsultant or independent consultant, has an actual or apparent organizational conflict of interest related to work or services contemplated under this Agreement.

If at any time during the term of this Agreement CONSULTANT becomes aware of an organizational conflict of interest in connection with the work performed hereunder, CONSULTANT immediately shall provide the JPB with written notice of the facts and circumstances giving rise to this organizational conflict of interest. CONSULTANT's written notice will also propose alternatives for addressing or eliminating the organizational conflict of interest.

If at any time during the term of this Agreement, the JPB becomes aware of an organizational conflict of interest in connection with CONSULTANT's performance of the work hereunder, the JPB shall similarly notify CONSULTANT.

In the event a conflict is presented, whether disclosed by CONSULTANT or discovered by the JPB, the JPB will consider the conflict presented and any alternatives proposed and meet with the CONSULTANT to determine an appropriate course of action. The JPB's determination as to the manner in which to address the conflict shall be final.

During the term of this Agreement, CONSULTANT must maintain lists of its employees, and the Subconsultants and independent consultants used and their employees. CONSULTANT must provide this information to the JPB upon request. However, submittal of such lists does not relieve the CONSULTANT of its obligation to assure that no organizational conflicts of interest exist. CONSULTANT shall retain this record for five (5) years after the JPB makes final payment under this Agreement. Such lists may be published as part of future JPB solicitations.

CONSULTANT shall maintain written policies prohibiting organizational conflicts of interest and shall ensure that its employees are fully familiar with these policies. CONSULTANT shall monitor and enforce these policies and shall require any

subconsultants and affiliates to maintain, monitor and enforce policies prohibiting organizational conflicts of interest.

Failure to comply with this section may subject the CONSULTANT to damages incurred by the JPB in addressing organizational conflicts that arise out of work performed by CONSULTANT, or to termination of this Agreement for breach.

**30. ATTORNEYS' FEES**

If any legal proceeding should be instituted by either of the parties to enforce the terms of this Agreement or to determine the rights of the parties under this Agreement, the prevailing party in said proceeding shall recover reasonable attorneys' fees, in addition to all court costs.

**31. WAIVER**

Any waiver of any breach or covenant of this Agreement must be in a writing executed by a duly authorized representative of the party waiving the breach. A waiver by any of the parties of a breach or covenant of this Agreement shall not be construed to be a waiver of any succeeding breach or any other covenant unless specifically and explicitly stated in such waiver.

**32. SEVERABILITY**

If any provision of this Agreement shall be deemed invalid or unenforceable, that provision shall be reformed and/or construed consistently with applicable law as nearly as possible to reflect the original intentions of this Agreement, and in any event, the remaining provisions of this Agreement shall remain in full force and effect.

**33. NO THIRD PARTY BENEFICIARIES**

This Agreement is not for the benefit of any person or entity other than the parties.

**34. APPLICABLE LAW**

This Agreement, its interpretation and all work performed under it shall be governed by the laws of the State of California. The CONSULTANT must comply with all federal, state, and local laws, rules, and regulations applicable to the Agreement and to the work to be done hereunder, including all rules and regulations of the JPB.

**35. RIGHTS AND REMEDIES OF THE JPB**

The rights and remedies of the JPB provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Agreement.

**36. BINDING ON SUCCESSORS**

All of the terms, provisions, and conditions of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, assigns and legal representatives.

**37. COVENANT AGAINST CONTINGENT FEES**

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working for the CONSULTANT, to solicit or secure this Agreement, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or formation of this Agreement. For breach or violation of this warranty, the JPB shall have the right to annul this Agreement without liability or at its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

**38. FEDERAL CONTRACT PROVISIONS**

The federal contract provisions are attached to this Agreement as RFP, Appendix B, Federal Clauses.

**39. ENTIRE AGREEMENT; MODIFICATION**

This Agreement for Services, including any attachments, constitutes the complete Agreement between the parties and supersedes any prior written or oral communications. This Agreement may be modified or amended only by written instrument signed by both the CONSULTANT and the JPB. In the event of a conflict between the terms and conditions of this Agreement and the attachments, the terms of this Agreement will prevail.



IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers as of the Effective Date.

**PENINSULA CORRIDOR  
JOINT POWERS BOARD:**

**HDR ENGINEERING, INC.\***

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Jim Hartnett

Name: \_\_\_\_\_

Title: Executive Director

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

By: \_\_\_\_\_

Dora Seamans  
JPB Secretary

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_

Julie Sherman  
Attorney for the JPB

\*Note: This Agreement must be executed by two Corporate Officers, consisting of:

- (1) the President, Vice President or Chair of the Board, and
- (2) the Secretary, Assistant Secretary, Chief Financial Officer, Assistant Chief Financial Officer, Treasurer, or Assistant Treasurer.

In the alternative, this Agreement may be executed by a single Officer or a person other than an Officer provided that evidence satisfactory to the JPB is provided demonstrating that such individual is authorized to bind the Corporation (e.g. a copy of a certified resolution from the Corporation's Board or a copy of the Corporation's bylaws).

**AGREEMENT BETWEEN THE  
PENINSULA CORRIDOR JOINT POWERS BOARD (JPB)  
AND  
RAIL SURVEYORS AND ENGINEERS, INC. (DBA RSE) (CONSULTANT)**

**AGREEMENT SUMMARY\***

**Board of Directors' Date of Award:** June 6, 2019

**Resolution Number:** 2019-\_\_\_\_\_

**Effective Date of Agreement:** July 1, 2019

**Services to be Performed (Section 1):** Engineering Consultant Design Services

**Term of Agreement (Section 3):** July 1, 2019 – June 30, 2021  
Two-year contract term

**Compensation (Section 5):** The maximum compensation the JPB has authorized to be expended for all services provided under this Agreement will not exceed \$3,089,246 for the two (2) year term of the agreement.

**Consultant's Key Representative contact information (Section 4):**

Name: Phil Leong  
Title: President  
E-mail: pleong@rsecorp.com  
Phone: 650-826-1858  
Mailing Address: 1075 Old County Road, Suite D, Belmont, CA 94002

\*This Summary is provided for convenience only, and is qualified by the specific terms and conditions of the Agreement that will control any conflict between this Summary and the terms of the Agreement.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

**1. SCOPE OF SERVICES**

This is an Agreement to provide Engineering Consultant Design Services. The CONSULTANT agrees to provide these services to Peninsula Corridor Joint Powers Board (JPB) in accordance with the terms and conditions of this Agreement. In the performance of its work, the CONSULTANT represents that it: 1) has and will exercise the degree of professional care, skill, efficiency, and judgment of consultants with special expertise in completing the 3 projects mentioned; 2) carries all applicable licenses, certificates, and registrations in current and good standing that may be required to perform the work; and 3) will retain all such licenses, certificates, and registrations in active status throughout the duration of this engagement.

The scope of the CONSULTANT's services shall consist of the services set forth in the Letter RFP dated, March 19, 2019 attached as Exhibit A, as supplemented by CONSULTANT's written technical and cost proposals dated April 24, 2019, each attached as Exhibit B, and C respectively.

**2. AGREEMENT DOCUMENTS**

This Agreement consists of the following documents:

- (1) This Agreement, including all Appendices,
- (2) Exhibit A, Letter RFP, including Attachments,
- (3) Attachment A, Insurance Requirements
- (4) Exhibit B, CONSULTANT's Technical Proposal, and
- (5) Exhibit C, CONSULTANT's Cost Proposal

In the event of conflict between or among the terms of the Agreement documents, the order of precedence shall be the order of documents listed above, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence.

**3. TERM OF AGREEMENT**

The term of this Agreement is for a two-year term, commencing on July 1, 2019 through June 30, 2021. The CONSULTANT shall furnish the JPB with all the materials, equipment and services called for under this Agreement, and perform all other work as described in the following projects:

- 1) WD# 9550, WD# 9551 & WD# 8032 - Marin and Napoleon Streets Bridge Replacement  
Schedule: 07/01/2019 through 11/30/2020

- 2) WD# 9233 & Amendment #1 - South San Francisco Station Improvement  
Schedule: 07/01/2019 through 12/31/2020

With written permission from the JPB, the above project schedules maybe extended, but may not be extended later than the term of the Agreement.

The term of the Agreement is subject to the JPB's right to terminate the Agreement in accordance with Section 22 of this Agreement.

#### 4. CONSULTANT'S REPRESENTATIVE

It is understood and agreed by the parties that at all times during the term of this Agreement that the Program Manager or designee shall serve as the primary staff person of CONSULTANT to undertake, render, and oversee all of the services under this Agreement. Upon written notice by the CONSULTANT and approval by the JPB, which will not be unreasonably withheld, the CONSULTANT may substitute this person with another person, who shall possess similar qualifications and experience for this position.

#### 5. COMPENSATION

##### 5.1. GENERAL

Compensation for each project performed under the Agreement will either be **Cost-Plus-Fixed-Fee with a ceiling** (CPFF) or **Specified Rate of Compensation** (SRC).

Project pricing will be allowable only to the extent that estimated costs and costs incurred are compliant with Federal cost principals contained in Title 48, Code of Federal Regulations, Part 31. Any costs for which payment has been made to CONSULTANT, which are determined by subsequent audit to be unallowable under these Federal cost principals, are subject to repayment by CONSULTANT to the JPB.

On an annual basis, no later than 60 days before the start of a succeeding contract/Agreement year, CONSULTANT may, upon written request, adjust prospectively the labor rates. Increases in future negotiated Direct Labor Rates shall be limited, if requested, to the most recent Consumer Price Index (C.P.I.) for the San Francisco/Oakland/Hayward, CA Area (Core Based Statistical Area (CBSA)) available to the JPB, or up to a maximum of 3.5 percent escalation, whichever is lower. The effective date of the CPI adjustment, if any, will commence either the (1) the first day of the second and/or subsequent year(s) of the Agreement, or (2) the date of the CONSULTANT's request, whichever event is later. Upon approval by the JPB, the negotiated changes shall remain in effect for the subsequent contract/Agreement year.

CONSULTANT will be reimbursed for hours worked at the hourly rates specified in CONSULTANT's Cost Proposal. The specified hourly rates shall include direct salary costs, employee benefits, overhead, and fee. In addition, CONSULTANT will be reimbursed for incurred (actual) direct costs other than salary costs that are in the cost proposal and identified in the cost proposal. Reimbursement for transportation and subsistence costs shall not exceed the rates as specified in the approved Cost Proposal.

When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval for a revised milestone cost estimate from the JPB Project Manager before exceeding such estimate. Progress payments for each project will be made monthly In arrears based on services provided and actual costs incurred.

CONSULTANT shall not commence performance of work or services until this Agreement has been approved by JPB, and notification to proceed has been issued by JPB Procurement Administrator. No payment will be made prior to approval or for any work performed prior to approval of this Agreement.

Fixed Fees shall be negotiated prior to the signing of the Agreement and shall apply throughout the life of the Agreement.

## 5.2 COST OF WORK

The cost of work shall be calculated as the sum of the direct labor times a multiplier for payroll burden, employee benefits, and overhead costs, plus other direct costs as set forth in this Section

## 5.3 DIRECT LABOR

### 5.3.1 GENERAL

**Direct Labor Rates** shall be as set forth in Exhibit C to this Agreement and shall **stay in effect for the first year of the Agreement**. The hourly rates (direct labor costs) are subject to salary administration as set forth in Title 48 Code of Federal Regulations Part 31.205-6.

Charges by CONSULTANT, and subconsultants, for an employee's time shall in no instance exceed the actual amount paid to such employee for time directly spent on services performed under this Agreement by such employee.

For new personnel to be approved after contract award, CONSULTANT, and subconsultants, shall submit a written request to the Procurement Administrator and provide the person's name, job title, current actual rates, and resume, for review and approval.

New personnel must be approved prior to their commencing work under a project. Work performed by personnel not previously approved in writing by the JPB shall be at CONSULTANT's own risk.

Increases in hourly rates may not exceed the percentage change of the Consumer Price Index (CPI-U) for the San Francisco/Oakland/Hayward, CA Area (Core Based Statistical Area (CBSA)) area, or **3.5%**, whichever is lower.

### 5.3.2 STRAIGHT TIME

Straight time payroll is to be the equivalent annual salary/wage divided by 2080 hours per annum for employees approved to perform services under this Agreement.

### 5.3.3 OVERTIME

The JPB will reimburse CONSULTANT, and subconsultants, the straight time portion and premium time portion (if payable to the employee in accordance with the CONSULTANT'S employment policies) of its employee's actual overtime pay during performance of services under this Agreement, provided that the JPB has approved the overtime, in writing, prior to the incurring of said overtime. Overtime charges must reflect overhead rates reduced by non-applicable employee benefits.

## 5.4 CONSULTANT AND SUBCONSULTANTS MULTIPLIERS

### 5.4.1 GENERAL

CONSULTANT, and subconsultants, multipliers may be inclusive of the markups for payroll burden, employee benefits and office overhead for each office location as defined below. The multiplier is fixed for the first year of the Agreement.

The agreed-upon multipliers shall be used for CONSULTANT's, and subconsultants', home office and JPB-furnished field office, as appropriate to the assigned location of individuals working on the project. The multipliers will be applied to direct labor costs only as defined above. Initial CONSULTANT multipliers are as set forth in Exhibit C "Cost Proposal," dated April 24, 2019.

### 5.4.2 PAYROLL BURDEN

CONSULTANT and the JPB agree that the following will be considered as Payroll Burdens and as such will be paid to CONSULTANT, and subconsultant's, as compensation for said costs, as set forth below. "Payroll Burden" is defined as:

The cost of all a) employment taxes, b) CONSULTANT's, and subconsultant's, portion of social and retirement charges and c) contributions imposed by law, or labor contract contributions (if applicable), or regulations, with respect to or measured by

CONSULTANT's, and subconsultant's, payroll, including but not limited to, the CONSULTANT's, and subconsultant', cost of owner-required insurance.

#### 5.4.3 EMPLOYEE BENEFITS

"Employee Benefits" for CONSULTANT's, and subconsultant's, employees is defined as: The cost of all contractual and voluntary employee benefits, including but not limited to, holidays, vacations, sick leave, jury duty leave, group medical, life insurance, salary continuance insurance, bonus schemes (including Directors drawings of dividends), employee stock ownership plan, savings plan, retirement plan, relocation benefits and all other employee benefit plans.

#### 5.4.4 INDIRECT COSTS (OFFICE OVERHEAD)

CONSULTANT, and subconsultants, shall be compensated through an agreed-upon multiplier for overhead, which includes those administrative, clerical, word processing, accounting and other support staff utilized in performing services under this Agreement, which are not explicitly included in the Proposal or who have been approved by the JPB.

These rates will remain fixed for the initial year of the Agreement. These rates will be reviewed annually on the anniversary of the effective date of the Agreement, for the CONSULTANT and its subconsultants and may be adjusted upon JPB approval.

5.4.4.1 CONSULTANT and subconsultants Home Office Overhead rate shall apply to personnel assigned in CONSULTANT's and subconsultant's Home Office in support of the performance of services under this Agreement. Home Office Indirect Cost Rates (overhead) included in the CONSULTANT's proposal, including those of their subconsultants, must be substantiated by the most recent (within 12 months) audited reports available, which clearly show the calculations. All such reports shall comply with FAR reporting requirements. If audited reports are not available for subconsultants, the CONSULTANT will provide alternate information (i.e. other comparable public agency contract rates) to the JPB to review for acceptance. The JPB will have the final decision as to what is acceptable.

5.4.4.2 JPB-Furnished Field Office Overhead rate shall apply to CONSULTANT's, and subconsultant's, personnel assigned to an JPB-Furnished Field Office on a full-time basis, for a period of at least 120 calendar days. As these rates cannot be pre-determined by audit, the JPB reserves the right to negotiate this rate for each firm.

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## 5.5 MAXIMUM FIXED FEES (PROFIT)

### 5.5.1 GENERAL

**Maximum Fixed Fee percentages shall apply throughout the life of the Agreement.** The CONSULTANT's fixed fee amount for each project may be negotiated on an individual project basis. Said fixed fee amount shall not be altered unless there is a significant alteration in the scope, complexity or character of the work to be performed under a Project.

The maximum fees, as a percentage of fully burdened Direct Labor Cost, allowable by the JPB shall not exceed:

**Engineering Consultant Design Services** – Seven Percent (7%)\* for Consultant's home office (Home) and Seven Percent (7%) for Agency's field office (Field).

**Maintenance Activities** - Five Percent (5%)

**Consultant Support Services** –Three Percent (3 %) \*

*\*Fees for Consultant Support projects are only paid for actual time worked (Level of Effort)*

**Subconsultants markup** – Zero Percent (0%)

## 5.6 OTHER DIRECT COSTS (ODC's)

### 5.6.1 GENERAL

Other Direct Costs, including subconsultant's projects, shall be proposed at cost with a ZERO Percent (0%) markup.

### 5.6.2 ALLOWABLE ODC'S

Examples of allowable include, but are not limited to: mileage, parking, tolls, mail costs, film, photo developing, facsimiles, printing/copying, plan reproduction, blue print services and subconsultants directly associated with the project. Expenditures for each allowable ODC in excess of \$500.00 per month, and not included above, shall require advance approval by the JPB. Supporting documentation is required for reimbursement of **all** ODC's.

### 5.6.3 SUBCONSULTANTS

With regard to subconsultants, the JPB will pay the cost of work as defined in Section 5.2 through Section 5.6.4 with ZERO Percent (0%) markup. The



CONSULTANT may be compensated for initial, or one-time, charges incurred in establishing a project or for pre-approved administration charges.

#### 5.6.4 LIMITATIONS ON DIRECT COSTS

The following are limitations:

(1) Vehicles - If applicable and approved by the Agencies, rental vehicles and their support costs are limited to a total maximum of \$500 per month, per vehicle. The standard Internal Revenue Service mileage rates shall apply for use of a personal vehicle.

(2) Travel Expenses - All travel and relocation related plans must be approved in writing by the JPB prior to the commencement of the travel. If written approval is received for relocations, travel, temporary accommodations and or assistance, FAR 31.205-46(a) Sections 1 and 2 and Federal Travel Regulation (41 CFR 301-304) for San Mateo County, California, will apply. Lodging and per diem rates shall not exceed the U.S. General Services Administration (GSA) rate at the time of travel for the specific project site. Costs incurred for travel, subsistence, and relocation of personnel engaged in the performance of services under this Agreement, if approved in advance by JPB will include the following:

- Relocation expenses, travel, temporary accommodations, and/or subsistence related to mobilization travel to the CONSULTANT's dedicated project office or to JPB-furnished field office for CONSULTANT and subconsultant personnel permanently assigned to the project. Such expenses shall be reduced by any amount received from others by CONSULTANT or subconsultant for demobilization from the prior project assignment.

- Travel, accommodations and subsistence (directly related to the Scope of Services) for business trips to the Project Site, to JPB's consultants and suppliers, or to other locations approved by the JPB. Such travel may originate at CONSULTANT's or subconsultant's home office or branch office, or at the CONSULTANT's dedicated field office, or at JPB's central or field offices.

#### 5.6.5 UNALLOWABLE ODC'S

The following ODC's are not allowable unless they are authorized by prior written approval of the JPB's authorized representative:

- Costs associated with registration for training, seminars, and technical association meetings.
- Costs associated with employee incentive compensation including cash bonuses, suggestion awards, safety awards and other forms of incentive compensation.
- Costs associated with leasing, maintaining, insuring and operating

dedicated project vehicles.

- Computer hardware and software support, software licenses, or cellular phone usage.
- Safety equipment such as steel-toed boots, safety vests, and hard hats.
- Insurance
- Cellular phones
- Cost of any normal equipment, tools, or vehicles (unless approved) hired, leased or purchased for the performance of services, provided that the depreciated value of such items purchased by CONSULTANT shall be credited to the JPB at the completion of the work performed under this Agreement.
- Shipping
- Drafting supplies
- Surveying supplies
- Models and renderings

All other ODCs that are not identified in 5.6.2 are considered unallowable ODCs and must be authorized by prior written approval of the JPB's authorized representative.

#### 5.7 MAXIMUM COMPENSATION AMOUNT

A maximum not-to-exceed amount as set forth in the project shall apply for each project as follows:

<b>Projects</b>	<b>Not-to-Exceed Amount</b>
Marin & Napoleon Bridge Removal	\$764,826
South San Francisco Station Improvements	\$2,324,420
<b>Total Not-to-Exceed Amount:</b>	<b>\$3,089,246</b>

Further, it is expressly understood and agreed that in no event shall CONSULTANT be compensated in an amount greater than the amount specified in any individual project for the services performed under such project without issuance of a written Amendment to such project by the JPB's Procurement Administrator.

If at any time, CONSULTANT has reason to believe that the total compensation payable for the performance of services under this Agreement will exceed the maximum not-to-exceed amount as set for in the project, CONSULTANT shall notify the JPB immediately in writing to that effect, indicating the estimated additional amount necessary to complete the services in the project. Any cost incurred by CONSULTANT in excess of the not-to-exceed amount as set forth in the project shall be at CONSULTANT's own risk.

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## 5.8 FLOW DOWN

CONSULTANT shall include the requirements regarding audits, compensation and reimbursement for costs and fees in its subconsultant's agreements, provided such subconsultants have been approved by the JPB.

## 6. MANNER OF PAYMENT

CONSULTANT shall submit *complete* invoices detailing *all* services performed during the billing period, *including all subconsultant and Other Direct Costs*. CONSULTANT is required to submit invoices for services performed no later than 30 days after the end of the month in which the costs were incurred. Failure to submit invoices in this timely manner may result in the JPB rejecting the invoice.

Each invoice/billing statement must provide a detailed description of the work performed during the invoice period, the contract number, the project, the description, the PO # and the JPB Project Manager's name.

The JPB will endeavor to pay approved invoices/billing statements within 30 calendar days of their receipt. The JPB reserves the right to withhold payment to the CONSULTANT if the JPB determines that the quantity or quality of the work performed is unacceptable or the invoice does not contain the required detailed supporting documentation. The JPB shall provide written notice to the CONSULTANT within ten business days after receipt of CONSULTANT's invoice, of the JPB's decision not to pay and the reasons for such non-payment. CONSULTANTS, or subconsultants, working at a JPB-furnished field office may be required to fill out the JPB Consultant Project Hour Allocation Sheets (JournyX) on a bi-weekly basis.

Each invoice, including those of the CONSULTANT's subconsultants, shall segregate and report separately any additional scope authorized by project Amendment, and shall be segregated, computed and documented as follows:

### By Task

1. Direct Labor Costs
2. Multipliers (Payroll Burden, Employee Benefits and Office Overhead)
3. Other Direct Costs (used exclusively for a specific task)
4. Subconsultants

### Overall Project

1. Other Direct Costs (used in support of multiple tasks)
2. Fixed Fee Allocation (a percentage of the Fixed Fee will be allocated to each payment cycle based on a percentage of the total work under a project that has been completed in the payment cycle.)

CONSULTANT shall provide supporting documentation for its invoices as required by the JPB. Billings for services outside of the current billing

period shall be submitted as a supplemental invoice to original billing period invoice.

For each active project, if no work is performed during the billing period, CONSULTANT shall submit a statement of no work performed during billing period.

Invoices shall be submitted electronically via e-mail in PDF format with supporting documents/information, as appropriate, to: [AccountsPayable@samtrans.com](mailto:AccountsPayable@samtrans.com)

## 7. **NOTICES**

All communications relating to the day-to-day activities of the provided services shall be exchanged between the JPB's **Project Manager** or designee, and the CONSULTANT's **Project Manager** or designee.

All other notices and communications deemed by either party to be necessary or desirable to be given to the other party shall be in writing and may be given by personal delivery to a representative of the parties or by mailing the same postage prepaid, addressed as follows:

If to the JPB: Secretary  
Peninsula Corridor Joint Powers Board  
1250 San Carlos Avenue  
San Carlos, CA 94070

With a copy to: Director, Contracts and Procurement  
Peninsula Corridor Joint Powers Board  
1250 San Carlos Avenue  
San Carlos, CA 94070

If to the CONSULTANT: Rail Surveyors and Engineers, Inc. (DBA RSE)  
Attn: Phil Leong  
1075 Old County Road, Suite D  
Belmont, CA 94002

The address to which mailings may be made may be changed from time to time by notice mailed as described above. Any notice given by mail shall be deemed given on the day after that on which it is deposited in the United States Mail as provided above.

## 8. **OWNERSHIP OF WORK**

All reports, designs, drawings, plans, specifications, schedules, and other materials prepared, or in the process of being prepared for the services to be performed

by CONSULTANT shall be and are the property of the JPB. The JPB shall be entitled to copies and access to these materials during the progress of the work. Any such materials remaining in the hands of the CONSULTANT or in the hands of any subconsultant upon completion or termination of the work shall be immediately delivered to the JPB. If any materials are lost, damaged, or destroyed before final delivery to the JPB, the CONSULTANT shall replace them at its own expense and the CONSULTANT assumes all risks of loss, damage, or destruction of or to such materials. The CONSULTANT may retain a copy of all material produced under this Agreement for its use in its general business activities.

Any and all rights, title, and interest (including without limitation copyright and any other intellectual-property or proprietary right) to materials prepared under this Agreement are hereby assigned to the JPB. The CONSULTANT agrees to execute any additional documents, which may be necessary to evidence such assignment.

In addition, the FTA, FHWA, FRA and other funding Agencies shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the work for governmental purposes.

The CONSULTANT represents and warrants that all materials prepared under this Agreement are original or developed from materials in the public domain (or both) and that all materials prepared under and services provided under this Agreement do not infringe or violate any copyright, trademark, patent, trade secret, or other intellectual-property or proprietary right of any third party.

## **9. CONFIDENTIALITY**

Any JPB materials to which the CONSULTANT has access or materials prepared by the CONSULTANT during the course of this Agreement ("confidential information") shall be held in confidence by the CONSULTANT, who shall exercise all reasonable precautions to prevent the disclosure of confidential information to anyone except the officers, employees and agents of the CONSULTANT as necessary to accomplish the rendition of services set forth in Section 1 of this Agreement.

The CONSULTANT, its employees, subcontractors, subconsultants and agents, shall not release any reports, information, or other materials prepared in connection with this Agreement, whether deemed confidential or not, without the approval of the JPB's General Manager/CEO or designee.

## **10. USE OF SUBCONSULTANTS**

The CONSULTANT shall not subcontract any services to be performed by it under this Agreement without the prior written approval of the JPB, except for service firms engaged in drawing, reprographics, typing, and printing. Any subconsultants must be engaged under written contract with the CONSULTANT with provisions allowing the CONSULTANT to comply with all requirements of this Agreement, including without limitation the "Ownership of Work" provisions in Section 8. The CONSULTANT shall be

solely responsible for reimbursing any subconsultants and the JPB shall have no obligation to them.

## **11. CHANGES**

The JPB may at any time, by written order, make changes within the scope of work and services described in this Agreement. If such changes cause an increase or decrease in the budgeted cost of or the time required for performance of the agreed upon work, an equitable adjustment as mutually agreed shall be made in the limit on compensation as set forth in Section 5 or in the time of required performance as set forth in Section 3, or both. In the event that CONSULTANT encounters any unanticipated conditions or contingencies that may affect the scope of work or services and result in an adjustment in the amount of compensation specified herein, or identifies any JPB conduct (including actions, inaction, and written or oral communications other than a formal contract modification) that the CONSULTANT regards as a change to the contract terms and conditions, CONSULTANT shall so advise the JPB immediately upon notice of such condition or contingency. The written notice shall explain the circumstances giving rise to the unforeseen condition or contingency and shall set forth the proposed adjustment in compensation. This notice shall be given to the JPB prior to the time that CONSULTANT performs work or services related to the proposed adjustment in compensation. The pertinent changes shall be expressed in a written supplement to this Agreement issued by the Contracts and Procurement Department prior to implementation of such changes. Failure to provide written notice and receive JPB approval for extra work prior to performing extra work may, at the JPB's sole discretion, result in nonpayment of the invoices reflecting such work.

## **12. RESPONSIBILITY: INDEMNIFICATION**

To the fullest extent allowed by law, the CONSULTANT shall indemnify, keep and save harmless the JPB, the San Mateo County Transit District, the City and County of San Francisco, the Santa Clara Valley Transportation Authority, TransitAmerica Services, Inc., (TASI) and any successor operator, the Union Pacific Railroad Company and any successor freight operator (collectively "JPB Indemnities"), and their respective directors, officers, agents and employees against any and all suits, claims or actions arising out of any of the following:

- A. Any injury to persons or property that may occur, or that may be alleged to have occurred, arising from the performance of this Agreement by the CONSULTANT caused by a negligent act or omission or willful misconduct of the CONSULTANT or its employees, subconsultants or agents; or
- B. Any allegation that materials or services provided by the CONSULTANT under this Agreement infringe or violate any copyright, trademark, patent, trade secret, or any other intellectual-property or proprietary right of any third party.

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The CONSULTANT further agrees to defend any and all such actions, suits or claims and pay all charges of attorneys and all other costs and expenses of defenses as they are incurred. If any judgment is rendered against the JPB Indemnities in any such action, the CONSULTANT shall, at its expense, satisfy and discharge the same. This indemnification shall survive termination or expiration of the Agreement.

**13. INSURANCE**

The insurance requirements are attached this Agreement as Attachment A, Insurance Requirements.

**14. CONSULTANT'S STATUS**

Neither the CONSULTANT nor any party contracting with the CONSULTANT shall be deemed to be an agent or employee of the JPB. The CONSULTANT is and shall be an independent CONSULTANT and the legal relationship of any person performing services for the CONSULTANT shall be one solely between that person and the CONSULTANT.

**15. ASSIGNMENT**

The CONSULTANT shall not assign any of its rights nor transfer any of its obligations under this Agreement without the prior written consent of the JPB.

**16. JPB WARRANTIES**

The JPB makes no warranties, representations, or agreements, either express or implied, beyond such as are explicitly stated in this Agreement.

**17. JPB REPRESENTATIVE**

Except when approval or other action is required to be given or taken by the Board of Directors of the JPB, the JPB's Executive Director, or such person or persons as they shall designate in writing from time to time, shall represent and act for the JPB.

**18. WARRANTY OF SERVICES**

A. CONSULTANT represents and warrants that its professional services will be performed in accordance with the professional standards of practices of comparable general engineering firms at the time the services are rendered.

B. In the event that any services provided by the CONSULTANT hereunder are deficient because of CONSULTANT's or subconsultants failure to perform said services in accordance with the standards set forth above, the JPB shall report such deficiencies in writing to the CONSULTANT within a reasonable time. The JPB thereafter shall have:

1. The right to have the CONSULTANT re-perform such services at the CONSULTANT's expense; or
2. The right to have such services done by others and the costs thereof charged to and collected from the CONSULTANT if within 30 days after written notice to the CONSULTANT requiring such re-performance, CONSULTANT fails to give satisfactory evidence to the JPB that it has undertaken said re-performance.
3. The right to terminate the Agreement for default.

CONSULTANT shall be responsible for all errors and omissions and is expected to pay for all engineering services work as a result of errors and omissions.

## **19. CLAIMS OR DISPUTES**

The CONSULTANT shall be solely responsible for providing timely written notice to the JPB of any claims for additional compensation and/or time in accordance with the provisions of this Agreement. It is the JPB's intent to investigate and attempt to resolve any CONSULTANT claims before the CONSULTANT has performed any disputed work. Therefore, CONSULTANT's failure to provide timely notice shall constitute a waiver of CONSULTANT's claims for additional compensation and/or time.

The CONSULTANT shall not be entitled to the payment of any additional compensation for any cause, including any act, or failure to act, by the JPB, or the failure or refusal to issue a modification, or the happening of any event, thing, or occurrence, unless it has given the JPB due written notice of a potential claim. The potential claim shall set forth the reasons for which the CONSULTANT believes additional compensation may be due, the nature of the costs involved, and the amount of the potential claim.

If based on an act or failure to act by the JPB, such notice shall be given to the JPB prior to the time that the CONSULTANT has started performance of the work giving rise to the potential claim for additional compensation. In all other cases, notice shall be given within ten (10) days after the happening of the event or occurrence giving rise to the potential claim.

If there is a dispute over any claim, the CONSULTANT shall continue to work during the dispute resolution process in a diligent and timely manner as directed by the JPB, and shall be governed by all applicable provisions of the Agreement. The CONSULTANT shall maintain cost records of all work that is the basis of any dispute.

If an agreement can be reached which resolves the CONSULTANT claim, the parties will execute an Agreement modification to document the resolution of the claim. If the parties cannot reach an agreement with respect to the CONSULTANT claim, they may choose to pursue a dispute resolution process or termination of the Agreement.



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

CONSULTANT's personnel that the JPB considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from the JPB. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for the CONSULTANT's personnel services under this agreement.

Services of the CONSULTANT's personnel in connection with the construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this agreement in order to finally resolve the claims.

## **20. REMEDIES**

In the event the CONSULTANT fails to comply with the requirements of this Agreement in any way, the JPB reserves the right to implement administrative remedies which may include, but are not limited to, withholding of progress payments and contract retentions, and termination of the Agreement in whole or in part.

## **21. TEMPORARY SUSPENSION OF WORK**

The JPB, in its sole discretion, reserves the right to stop or suspend all or any portion of the work for such period as JPB may deem necessary. The suspension may be due to the failure on the part of the CONSULTANT to carry out orders given or to perform any provision of the Agreement or to factors that are not the responsibility of the CONSULTANT. The CONSULTANT shall comply immediately with the written order of the JPB to suspend the work wholly or in part. The suspended work shall be resumed when the CONSULTANT is provided with written direction from the JPB to resume the work.

If the suspension is due to the CONSULTANT's failure to perform work or carry out its responsibilities in accordance with this Agreement, or other action or omission on the part of the CONSULTANT, all costs shall be at CONSULTANT's expense and no schedule extensions will be provided by the JPB.

In the event of a suspension of the work, the CONSULTANT shall not be relieved of the CONSULTANT's responsibilities under this Agreement, except the obligations to perform the work, which the JPB has specifically directed CONSULTANT to suspend under this section.

If the suspension is not the responsibility of the CONSULTANT, suspension of all or any portion of the work under this Section may entitle the CONSULTANT to compensation and/or schedule extensions subject to the Agreement requirements.

## **22. TERMINATION**

The JPB shall have the right to terminate this Agreement at any time for cause or convenience by giving written notice to the CONSULTANT. Upon receipt of such notice, the CONSULTANT shall not commit itself to any further expenditure of time or resources.

If the Agreement is terminated for any reason other than a breach or default by CONSULTANT, the JPB shall pay to the CONSULTANT in accordance with the provisions of Sections 5 and 6 of this Agreement all sums actually due and owing from the JPB for all services performed and all expenses incurred up to the day written notice of termination is given, plus any costs reasonably and necessarily incurred by CONSULTANT to effect such suspension or termination. If the Agreement is terminated for breach or default, the JPB shall remit final payment to CONSULTANT in an amount to cover only those services performed and expenses incurred in full accordance with the terms and conditions of this Agreement up to the effective date of termination.

The JPB shall not in any manner be liable for the CONSULTANT's actual or projected lost profits had the CONSULTANT completed the services required by this Agreement.

## **23. FRA 219 DRUG AND ALCOHOL TESTING**

If the event that CONSULTANT performs "covered work" or "covered service", the following requirements apply:

A. The Consultant agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Part 219. Consultant's specific responsibilities include the following:

1. Submit to the FRA, a drug and alcohol testing program as required under 49 CFR Part 219.
2. Obtain FRA's approval of the drug and alcohol testing program. Submit a copy of the approved drug and alcohol testing program and a copy of the FRA's letter of approval to the JPB's Project Manager. Consultant will not be entitled to commence covered Work until a copy of FRA's letter of approval is received by the JPB.
3. Produce any documentation necessary to establish its compliance with Part 219.

4. Permit any authorized representative of the United States Department of Transportation, Federal Railroad Administration, the State Oversight Agency of the State of California, or the JPB to inspect Consultant's facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Part 219, and to review the Consultant's testing process.

B. Consultant is solely responsible for ensuring that its employees, subcontractors, consultants and agents comply with 49 CFR Part 219 throughout the term of the Agreement. Moreover, Consultant is solely responsible for any delays caused to the Work as a result of Consultant's failure to comply with 49 CFR Part 219, including but not limited to any order to suspend work from the Federal Railroad Administration.

C. The requirements of this section apply to all "covered work" and "covered service" under 49 CFR Part 219, including but not limited to all work performed by "signal service employees" under 49 U.S.C. Section 21104. A "signal service employee" is defined in relevant part as "an individual ... who is engaged in installing, repairing or maintaining signal systems." (49 U.S.C. section 21101(4).) The Consultant is solely responsible for determining whether it is performing "covered work" or "covered service" under 49 CFR Part 219, taking in to account all amendments to the law.

#### **24. PREVAILING WAGE DETERMINATIONS**

The CONSULTANT and subsequently tiered subconsultant(s) must comply with applicable sections of division 2 part 7 chapter 1 of the California Labor Code, including the payment of prevailing wage rates. The California Director of Industrial Relation's General Prevailing Wage Determinations: 2019-1 will constitute the prevailing rates of per diem wages for the duration of the Agreement. Copies of the Determinations can be reviewed at the JPB's central office (1250 San Carlos Ave., San Carlos, CA 94070). They can also be found at [www.dir.ca.gov/dlsr/DPreWageDetermination.htm](http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm).

#### **25. LABOR COMPLIANCE REQUIREMENTS**

Some of the work performed pursuant to this Agreement may be subject to prevailing wage requirements. Prevailing Wage requirements are attached hereto and incorporated herein to this Agreement as RFP, Appendix A, Labor Compliance Requirements.

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## **26. MAINTENANCE, AUDIT AND INSPECTION OF RECORDS**

All CONSULTANT and subcontractor/subconsultant costs incurred in the performance of this Agreement will be subject to audit. The CONSULTANT and its subcontractors/subconsultants shall permit the JPB, or its authorized representatives to inspect, examine, make excerpts from, transcribe, and copy the CONSULTANT's books, work, documents, papers, materials, payrolls records, accounts, and any and all data relevant to the Agreement at any reasonable time, and to audit and verify statements, invoices or bills submitted by the CONSULTANT pursuant to this Agreement. The CONSULTANT shall also provide such assistance as may be required in the course of such audit. The CONSULTANT shall retain these records and make them available for inspection hereunder for a period of four (4) years after expiration or termination of the Agreement.

If, as a result of the audit, it is determined by the JPB's auditor or staff that reimbursement of any costs including profit or fee under this Agreement was in excess of that represented and relied upon during price negotiations or represented as a basis for payment, the CONSULTANT agrees to reimburse the JPB for those costs within 60 days of written notification by the JPB.

## **27. NON-DISCRIMINATION ASSURANCE - TITLE VI OF THE CIVIL RIGHTS ACT**

The CONSULTANT shall not discriminate on the basis of race, color, creed, national origin, sex, or age in the performance of this Agreement. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of U.S. DOT-assisted contracts. Further, the CONSULTANT agrees to comply with all provisions prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000d *et seq.*, and with U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act," 49 C.F.R. Part 21. The CONSULTANT shall obtain the same assurances from its joint venture partners, subcontractors, and subconsultants by including this assurance in all subcontracts entered into under this Agreement. 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 JPB deems appropriate.

## **28. EQUAL EMPLOYMENT OPPORTUNITY (EEO)**

In connection with the performance of this Agreement, the CONSULTANT shall not discriminate against any employee or applicant for employment because of race, color, religion, citizenship, political activity or affiliation, national origin, ancestry, physical or mental disability, marital status, age, medical condition (as defined under California law), veteran status, sexual orientation, gender identity, gender expression, sex or gender (which includes pregnancy, childbirth, breastfeeding, or related medical conditions), taking or requesting statutorily protected leave, or any other characteristics

protected under federal, state, or local laws. The CONSULTANT shall take affirmative actions to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, disability, national origin, or any other characteristic protected under state, federal, or local laws. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONSULTANT further agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

## **29. CONFLICT OF INTEREST**

### **A. General**

Depending on the nature of the work performed, a CONSULTANT of the JPB may be subject to the same conflict of interest prohibitions established by the Federal Transit Administration (FTA), and (for Federally-funded Agreements) California law that govern the JPB's employees and officials (Cal. Govt. Code Section 1090 et seq. and Cal. Govt. Code Section 87100 et seq.). During the proposal process or the term of the Agreement, CONSULTANT and its employees may be required to disclose financial interests.

The CONSULTANT warrants and represents that it presently has no interest and agrees that it will not acquire any interest that would present a conflict of interest under California Government Code §1090 et seq. or §87100 et seq. during the performance of services under this Agreement. The CONSULTANT further covenants that it will not knowingly employ any person having such an interest in the performance of this Agreement. Violation of this provision may result in this Agreement being deemed void and unenforceable.

Depending on the nature of the work performed, CONSULTANT may be required to publicly disclose financial interests under the JPB's Conflict of Interest Code. Upon receipt, the CONSULTANT agrees to promptly submit a Statement of Economic Interest on the form provided by the JPB.

No person previously in the position of Director, Officer, employee or agent of the JPB during his or her tenure or for one (1) year after that tenure shall have any interest, direct or indirect, in this Agreement or the proceeds under this Agreement, nor may any such person act as an agent or attorney for, or otherwise represent the CONSULTANT by making any formal or informal appearance, or any oral or written communication, before the JPB, or any Officer or employee of the JPB, for a period of one (1) year after leaving office or employment with the JPB if the appearance or communication is made for the purpose of influencing any action involving the issuance, amendment, award or revocation of a permit, license, grant, or contract.

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## **B. Organizational Conflicts of Interest**

CONSULTANT shall take all reasonable measures to preclude the existence or development of an organizational conflict of interest in connection with work performed under this Agreement and other solicitations. An organizational conflict of interest occurs when, due to other activities, relationships, or contracts, a firm or person is unable, or potentially unable, to render impartial assistance or advice to the JPB; a firm or person's objectivity in performing the contract work is or might be impaired; or a firm or person has an unfair competitive advantage in proposing for award of a contract as a result of information gained in performance of this or some other Agreement.

CONSULTANT shall not engage the services of any subconsultant or independent consultant on any work related to this Agreement if the subconsultant or independent consultant, or any employee of the subconsultant or independent consultant, has an actual or apparent organizational conflict of interest related to work or services contemplated under this Agreement.

If at any time during the term of this Agreement CONSULTANT becomes aware of an organizational conflict of interest in connection with the work performed hereunder, CONSULTANT immediately shall provide the JPB with written notice of the facts and circumstances giving rise to this organizational conflict of interest. CONSULTANT's written notice will also propose alternatives for addressing or eliminating the organizational conflict of interest.

If at any time during the term of this Agreement, the JPB becomes aware of an organizational conflict of interest in connection with CONSULTANT's performance of the work hereunder, the JPB shall similarly notify CONSULTANT.

In the event a conflict is presented, whether disclosed by CONSULTANT or discovered by the JPB, the JPB will consider the conflict presented and any alternatives proposed and meet with the CONSULTANT to determine an appropriate course of action. The JPB's determination as to the manner in which to address the conflict shall be final.

During the term of this Agreement, CONSULTANT must maintain lists of its employees, and the Subconsultants and independent consultants used and their employees. CONSULTANT must provide this information to the JPB upon request. However, submittal of such lists does not relieve the CONSULTANT of its obligation to assure that no organizational conflicts of interest exist. CONSULTANT shall retain this record for five (5) years after the JPB makes final payment under this Agreement. Such lists may be published as part of future JPB solicitations.

CONSULTANT shall maintain written policies prohibiting organizational conflicts of interest and shall ensure that its employees are fully familiar with these policies. CONSULTANT shall monitor and enforce these policies and shall require any

subconsultants and affiliates to maintain, monitor and enforce policies prohibiting organizational conflicts of interest.

Failure to comply with this section may subject the CONSULTANT to damages incurred by the JPB in addressing organizational conflicts that arise out of work performed by CONSULTANT, or to termination of this Agreement for breach.

**30. ATTORNEYS' FEES**

If any legal proceeding should be instituted by either of the parties to enforce the terms of this Agreement or to determine the rights of the parties under this Agreement, the prevailing party in said proceeding shall recover reasonable attorneys' fees, in addition to all court costs.

**31. WAIVER**

Any waiver of any breach or covenant of this Agreement must be in a writing executed by a duly authorized representative of the party waiving the breach. A waiver by any of the parties of a breach or covenant of this Agreement shall not be construed to be a waiver of any succeeding breach or any other covenant unless specifically and explicitly stated in such waiver.

**32. SEVERABILITY**

If any provision of this Agreement shall be deemed invalid or unenforceable, that provision shall be reformed and/or construed consistently with applicable law as nearly as possible to reflect the original intentions of this Agreement, and in any event, the remaining provisions of this Agreement shall remain in full force and effect.

**33. NO THIRD PARTY BENEFICIARIES**

This Agreement is not for the benefit of any person or entity other than the parties.

**34. APPLICABLE LAW**

This Agreement, its interpretation and all work performed under it shall be governed by the laws of the State of California. The CONSULTANT must comply with all federal, state, and local laws, rules, and regulations applicable to the Agreement and to the work to be done hereunder, including all rules and regulations of the JPB.

**35. RIGHTS AND REMEDIES OF THE JPB**

The rights and remedies of the JPB provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Agreement.

**36. BINDING ON SUCCESSORS**

All of the terms, provisions, and conditions of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, assigns and legal representatives.

**37. COVENANT AGAINST CONTINGENT FEES**

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working for the CONSULTANT, to solicit or secure this Agreement, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or formation of this Agreement. For breach or violation of this warranty, the JPB shall have the right to annul this Agreement without liability or at its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

**38. FEDERAL CONTRACT PROVISIONS**

The federal contract provisions are attached to this Agreement as RFP, Appendix B, Federal Clauses.

**39. ENTIRE AGREEMENT; MODIFICATION**

This Agreement for Services, including any attachments, constitutes the complete Agreement between the parties and supersedes any prior written or oral communications. This Agreement may be modified or amended only by written instrument signed by both the CONSULTANT and the JPB. In the event of a conflict between the terms and conditions of this Agreement and the attachments, the terms of this Agreement will prevail.



IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers as of the Effective Date.

**PENINSULA CORRIDOR  
JOINT POWERS BOARD:**

**RAIL SURVEYORS AND  
ENGINEERS, INC.\***

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Jim Hartnett

Name: \_\_\_\_\_

Title: Executive Director

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

By: \_\_\_\_\_

Dora Seamans  
JPB Secretary

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_

Julie Sherman  
Attorney for the JPB

\*Note: This Agreement must be executed by two Corporate Officers, consisting of:

- (1) the President, Vice President or Chair of the Board, and
- (2) the Secretary, Assistant Secretary, Chief Financial Officer, Assistant Chief Financial Officer, Treasurer, or Assistant Treasurer.

In the alternative, this Agreement may be executed by a single Officer or a person other than an Officer provided that evidence satisfactory to the JPB is provided demonstrating that such individual is authorized to bind the Corporation (e.g. a copy of a certified resolution from the Corporation's Board or a copy of the Corporation's bylaws).

PENINSULA CORRIDOR JOINT POWERS BOARD  
STAFF REPORT

TO: Joint Powers Board

THROUGH: Jim Hartnett  
Executive Director

FROM: Michelle Bouchard  
Chief Operating Officer, Rail

SUBJECT: **UPDATE ON THE SAN JOSE DIRIDON INTEGRATED STATION CONCEPT PLAN**

**ACTION**

Staff Coordinating Council recommends the Board receive the attached memo and brief presentation regarding the current status of the Diridon Integrated Station Concept Plan (Plan).

**SIGNIFICANCE**

Since September Caltrain staff have been engaged in co-creating the Diridon Integrated Station Concept Plan, which is developing a vision for the future of San Jose Diridon Station in partnership with the Santa Clara Valley Transportation Authority (VTA), the California High Speed Rail Authority (CAHSR) and the City of San Jose (City) (together, the "Partners").

The Plan is being developed with the assistance Arcadis/Bentham Crouwel (ABC), a consultant team solicited and managed by the Partners. ABC is tasked with developing three spatial layouts for a future Diridon Station, which draws upon their international expertise in areas such as transit operations, urban design, architecture and engineering. Spatial layouts are made up of a couple "big moves" including the vertical configuration of the tracks and where the station platforms and concourse are located.

The three spatial layouts and big moves currently being investigated include:

- **San Fernando Street** – At-grade station on San Fernando Street, which is most similar to today's station layout. It utilizes the existing northern and southern track alignment.
- **Santa Clara Street** – Elevated station on Santa Clara Street, which locates the station closer to BART, introduces an optimized northern track alignment and presents the opportunity to relocate the Caltrain Central Equipment and Maintenance Facility (CEMOF). This layout also provides an option to operate some rail service over a new southern rail alignment on a viaduct over Interstate 280/State Route 87.

- **Stover Street** – Elevated station on Stover Street (between San Fernando Street and Santa Clara Street), which locates the station closer to BART, introduces an optimized northern track alignment and presents the opportunity to relocate CEMOF.

Spatial layouts are also referred to as a “kit of parts” or a variety of station facilities and elements that facilitate access to and from the station and integration with the surrounding community and supporting private development. Such elements include pedestrian, bike, local bus, intercity bus, light rail, taxi/transit network company, private vehicle and parking access. In the coming months, ABC will assist the Partners in formulating a preferred spatial layout, which will likely be a combination of favored elements from the three spatial layouts.

It is important to note that ABC and the Partners are taking a “transit first” or “design from the tracks out” approach where rail infrastructure needs are established first to ensure sufficient space is set aside to accommodate future rail service as rail infrastructure is a less flexible, long-lasting and significant investment. To ensure assumptions about future rail service are consistent with the Caltrain Business Plan, ABC continues to actively coordinate with the Business Plan team to develop inputs to the Concept Plan effort. These include the program of platform, track and supporting facilities needed to support the long range growth of Caltrain and other passenger rail services.

The Plan is expected to be completed in two main phases. Phase 1 of the Plan will conclude with the Partners selecting a preferred spatial layout by fall 2019. The preferred layout would need to be endorsed by the governing body of each partner agency. Assuming consensus is reached, Phase II of the Concept Plan effort would begin around fall or winter 2019 and include further development of the preferred spatial layout to arrive at a fully detailed Concept Plan.

### **BUDGET IMPACT**

There is no impact on the budget.

### **BACKGROUND**

San Jose Diridon Station is a major transit hub located within downtown San Jose, the nation's 10th largest city. It is a historic train depot with not only Caltrain service, but also train service provided by Amtrak, Capitol Corridor Joint Powers Authority (CCJPA), and Altamont Commuter Express (ACE), as well as VTA light rail and bus service. The JPB owns the historic station depot, the Caltrain parking lots, the bus loop area, and the tracks and platforms. As the landowner, the JPB has a vested stake in the planning process not just for potential shaping of the Station itself, but also as it relates to development in the surrounding area.

With the planned addition of Bay Area Rapid Transit (BART) and California High Speed Rail service at the Station, as well as expanded Caltrain, ACE, Capitol Corridor and Amtrak service, the Station is expected to become one of the busiest intermodal

stations in North America. To effectively accommodate such planned activity and future capacity needs, the Station must be reconfigured in an integrated fashion that connects all transit services with each other and with the surrounding urban environment.

Private development of the surrounding area in conjunction with the City of San Jose is accelerating, providing opportunities to fully integrate development with the Station itself. In recent months, Google has publically announced intentions for development near the Station.

By the Partners working together to prepare the Plan, they hope to maximize funding to implement the Plan and deliver a world-class destination and transportation hub that provides seamless customer experience for movement between transit modes within the Station and into the surrounding neighborhoods and Downtown.

The estimated cost for the completion of Phases I and II is approximately \$6.5 million, with Phase I estimated at about \$3.4 million, Phase II at about \$2.5 million and a contract contingency. Currently, the Partners' contributions plus additional grant funds will adequately fund Phase I. The Partners have agreed to jointly pursue funding for Phase II.

Prepared by: Melissa Reggiardo, Principal Planner

650.508.6283

## **SUBJECT**

Update on technical work accomplished to date on the San José Diridon Station Concept Plan.

## **BACKGROUND**

San José Diridon Station, owned by the Peninsula Corridor Joint Powers Board (PCJPB), is the primary transit hub of the South Bay, currently serving approximately 17,000 daily passengers. Today's Station is a historic depot with passenger rail service provided by PCJPB (the "Caltrain" commuter rail service), Amtrak, Capitol Corridor Joint Powers Authority, Altamont Commuter Express (ACE), with connecting Santa Clara Valley Transportation Authority (VTA) light rail and bus service as well as other regional bus transportation providers. With the introduction of Bay Area Rapid Transit (BART) and California High-Speed Rail service to San José Diridon in the coming years, the Station's importance as a transportation hub will increase significantly. In addition to these new rail services, electrified Caltrain and expanded services from ACE and Capitol Corridor will lead to San José Diridon becoming one of the busiest train stations in California. Increased rail and bus service in the Station area will also support the development envisioned in San José's guiding land use policy documents. The 2040 General Plan and the Diridon Station Area Plan (DSAP) foresee a marked expansion of the city's relatively small downtown core to a size and density more appropriate for a city of one million people.

## **AGENCY PARTNERSHIP - COOPERATIVE AGREEMENT**

The City of San José, VTA, PCJPB, and the California High-Speed Rail Authority (the "Partner Agencies") formed a public agency partnership via a Cooperative Agreement (dated July 12<sup>th</sup>, 2018) to redesign and expand Diridon Station. Key to this is the agreement to coordinate their respective capital projects in a manner that integrates the transit station facilities and the surrounding development area.

The Partner Agencies agree that a unified vision and cohesive strategy for investments at the Station and the broader Station area will generate more value than if the Partner Agencies planned and acted on transportation projects and development opportunities individually. The Partner Agencies hired a consultant team led by Arcadis and Bentham Crouwel Architects ("Team ABC") to prepare the Integrated Station Concept Plan ("Concept Plan"). Team ABC is familiar with complex, multi-agency infrastructure and urban design projects, such as major capital transit and station projects, through their experience in Europe and elsewhere.

## **WHAT IS THE DIRIDON INTEGRATED STATION CONCEPT PLAN?**

When BART, commuter rail, high-speed rail, light rail, and supporting bus services converge, Diridon Station will support more high-capacity transit connections than any other place in the Bay Area. To effectively accommodate this planned growth in transit and development activity

as well as to make it easy to use, the Station should be redesigned and expanded to function as an integrated whole. Rather than having individual transit projects converge at the station in an uncoordinated piecemeal manner, the Concept Plan will set forth a unified vision for bringing together all transportation and land use components into a single station project.

The Concept Plan scope includes two primary parts:

1. A spatial design component
2. An organizational component

**The spatial design component** will establish (a) transportation infrastructure to enable capacity for future, expanding transit services, (b) an optimal physical relationship between transportation modes, and (c) a balanced relationship between the Station and surrounding neighborhoods. This will frame the vision for what the Station will become over time. The Concept Plan will focus on the functionality of the Station, rather than its architectural appearance. Later phases of work will include detailed design and engineering, as well as environmental review.

**The organizational component.** The redevelopment of Diridon Station is not simply complex from a physical design perspective but also from an organizational perspective. As such, an important second pillar of the Concept Plan is the development an organizational structure that can effectively deliver and operate the future Station.

The Concept Plan began in early September 2018. The 18-month Concept Plan process includes two phases and the following steps:

**Phase I: Development of Spatial Layouts and Organization**

- Ambitions, layout development and evaluation
- Selection of a Vision Concept
- Development of the organizational components for project delivery and operations

**Phase II: Advance the Vision and Preparation of Concept Plan**

- Continue planning and conceptual engineering
- Program development activities such as preliminary cost estimate, delivery strategies, phasing planning, and funding strategies
- Continued development of the organizational components for project delivery and operations

**AMBITIONS AND OBJECTIVES**

The Partner Agencies established a philosophy for what the future Diridon Station is aimed to become. This provided a guiding set of objectives, or ambitions, for the Concept Plan development. These ambitions articulate what the Partner Agencies hope to achieve for both the urban design form and the associated organization for the project.

The key objectives are:

- A Multi-modal, Integrated, and Human-centered Station
- The Station as Catalyst for the Urban Environment
- The Station as a Destination
- A Compelling Vision for the Future of Diridon Station
- A Futureproof, Flexible, Adaptive, and Innovative Station
- Organizational Partnership
- Internal & External Stakeholder engagement
- Funding Objectives and Risk Management

## CONCEPT PLAN PROCESS

Team ABC began work on the Concept Plan with a series of interviews with the Partner Agencies. In these interviews, ABC gained a sense of the ambitions of each agency for the project, individual design requirements, as well as requirements relating to design criteria and critical information about site constraints. This information set an important foundation in the concept planning process. Subsequently, in order to turn requirements into a conceptual program, Team ABC led a series of interdisciplinary, interactive workshops with technical experts from each Partner Agency. The workshops focused on urban integration, station configuration, track configuration and access planning. Based on requirements, ambitions, and workshop collaboration, Team ABC proposed design approaches for the following elements:

- Alignment and vertical profile of the heavy rail tracks at the station, as well as track approaches into station from the north and south.
- Location of passenger rail concourse and heavy rail passenger platforms.
- Urban integration and connections to surrounding neighborhoods.
- Pedestrian and bicycle access to and through the station, as well as facilities for emerging modes of “micromobility” such as e-scooters.
- Integration of all high-capacity modes at the station, including BART, light rail, and local bus.
- Facilities for other access modes and private vehicles, including long-distance bus, private shuttles, taxi, transportation network companies (TNC), kiss-and-ride, and park-and-ride.

## **DESIGN PROCESS TO DATE: BIG MOVES AND KIT OF PARTS**

Using the elements described above, Team ABC and the Partner Agencies have explored three big moves for the future Station's spatial layout: a) vertical configurations for the heavy rail (Caltrain and high-speed rail) corridor and station platforms; b) the location of the future station concourse; and c) the track approaches from the north and the south into the future station. Additionally, Team ABC created a kit of parts of more flexible elements that can be combined into possible layouts for the future Station.

### **Big Move #1: Vertical Configurations for the Rail Corridor and Station Platforms**

An early focus of the design process has been on the heavy rail corridor and platforms. An important lesson from the 2017 Study Trip to visit successful European stations by the Partnership and other interested stakeholders, was the notion to “design from the tracks out.” This is based on the notion that the heavy rail tracks are the least flexible element of a station design effort and that there are only a limited number of ways in which heavy rail infrastructure can be brought through a dense urban center. The following vertical rail options have been selected because they hold the most promise for achieving the project objectives:

- **At-Grade:** The station remains at the current at-grade elevation;
- **Elevated 25' above existing grade:** All tracks and platforms would be elevated approximately 25 feet above the current track elevation;

Two of the possible layouts feature an elevated track design. Elevating the tracks and platforms would bring significant benefits in terms of urban integration. Elevated tracks would allow pedestrians, cyclists, and vehicles to pass underneath the station at street-level. This would help to knit together the neighborhoods to the east and west of the tracks. It also creates a significant amount of street-level space that can be used to house station facilities as well as storefronts and workspace to enliven the street in the station area. However, elevating the tracks creates a more challenging construction phasing scheme and more expensive trackwork north and south of the station to reconnect to the rail network on both ends.

### **Big Move #2: The Location of the Future Station Entrance**

Team ABC and the Partner Agencies are also considering the location of the main station entrance relative to the rail platforms, how it relates to the surrounding area, and how well it interacts with the other transit modes, such as the new BART station. Three of the options currently appear to hold the most promise to best meet the ambitions for the future vision, and they are:

- the station generally in the same location as the Diridon Station today on Stover Street;
- the station entrance shifts to the south to San Fernando Street;
- the station entrance shifts to the north to Santa Clara Street.



### **Big Move #3: Track Approaches into the Future Station**

Shifting the station to the north or the south allows for the consideration of adjustments to the existing heavy rail track approaches as they come into the Station. Two of the possible layouts shift the station platforms to the north and, as a result, require a new northern track alignment to reconnect the station platforms to the existing at-grade heavy rail tracks. Because it would be difficult to access the existing Caltrain maintenance and storage facility from this new northern track alignment, the Caltrain facility would need to be relocated.

Moving the maintenance and storage facility to a location south of Tamien presents benefits to Diridon Station as well as the Caltrain system as a whole. First, trains would be able to run through Diridon and enter a relocated maintenance and storage facility to the south, where they would be maintained and stored until needed for service again. This would reduce the number of trains laying over and turning around at Diridon to head north to go to the existing maintenance facility, allowing for more efficient use of rail infrastructure at Diridon, which is appropriate for an urban station. Second, moving the maintenance and storage facility to a larger site would better enable fleet and service growth for the Caltrain system. Likewise, Team ABC and Partner Agencies have explored the option of a new heavy rail track alignment that would allow for operation of some rail service on a new viaduct over Interstate 280.

### **The Kit of Parts**

The kit of parts is comprised of all the elements that must be organized together to create a new intermodal hub. The way in which this heavy infrastructure is brought through a city has profound place-defining effects. Team ABC and the Partner Agencies are also considering the track and station hall options' effect on the overall urban integration of the area for development, movement of people to/from and through the station, and connections between other transit modes (buses and VTA light rail). These access and urban integration considerations are critical in creating a successful multi-modal Station. These elements comprise a kit of parts and include:

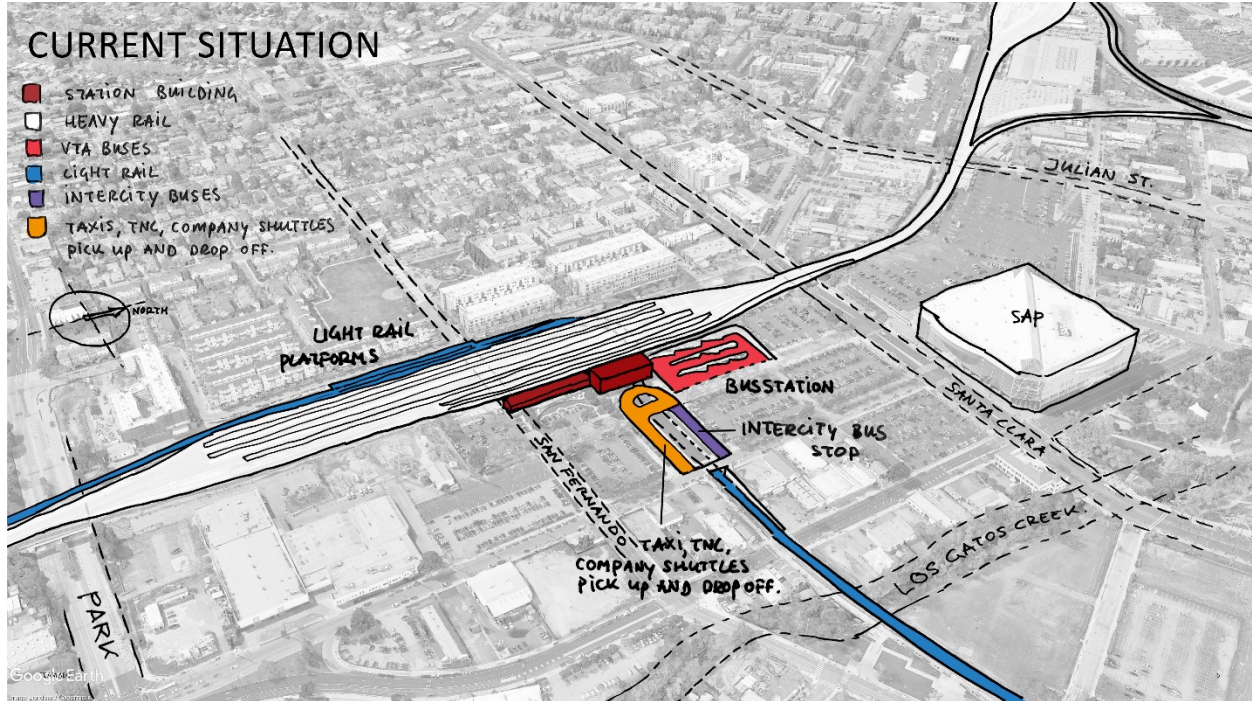
- Light rail;
- Bus station and circulation;
- Pedestrian and bike routes, scooter and bike parking;
- Intercity buses, taxis, TNCs, and company shuttle; and
- Automobile circulation and facilities.

### **DESIGN PROGRESS TO DATE: THREE SPATIAL LAYOUTS**

The kit of parts exists to create possible spatial layouts to demonstrate how the Station could operationally function and enhance the urban environment. Team ABC designed three possible layouts to begin a public conversation about the future Station and illustrate benefits and tradeoffs that must be evaluated in the concept planning process. The layouts highlight a range of options for the station elevation, entrance location, and intermodal connections. In the coming months, the Partner Agencies are seeking public input on the three layouts. This input will be

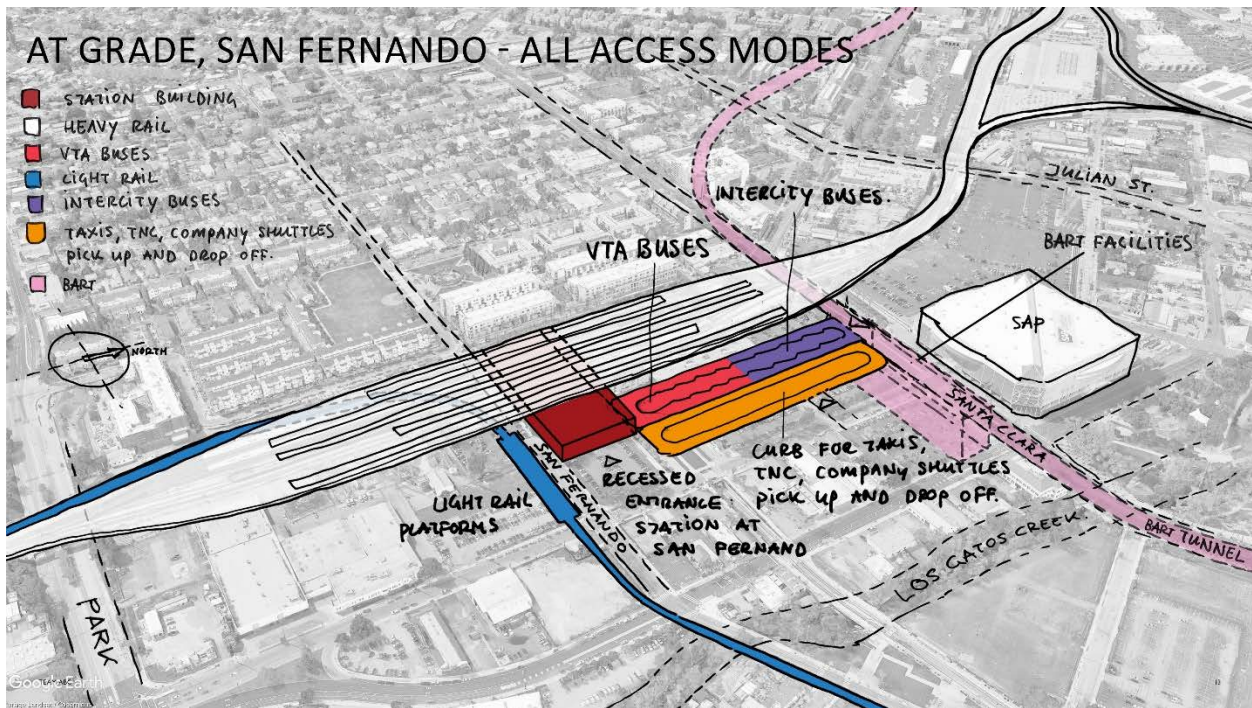
used as part of a design optimization process that includes mixing and matching preferred parts from each layout to create a Draft Vision. The Partner Agencies will not simply select one of the three layouts described below but will instead use them to assess the elements of each layout and work to optimize them into stronger options for the Policy Boards to consider.

### Today's Station Layout



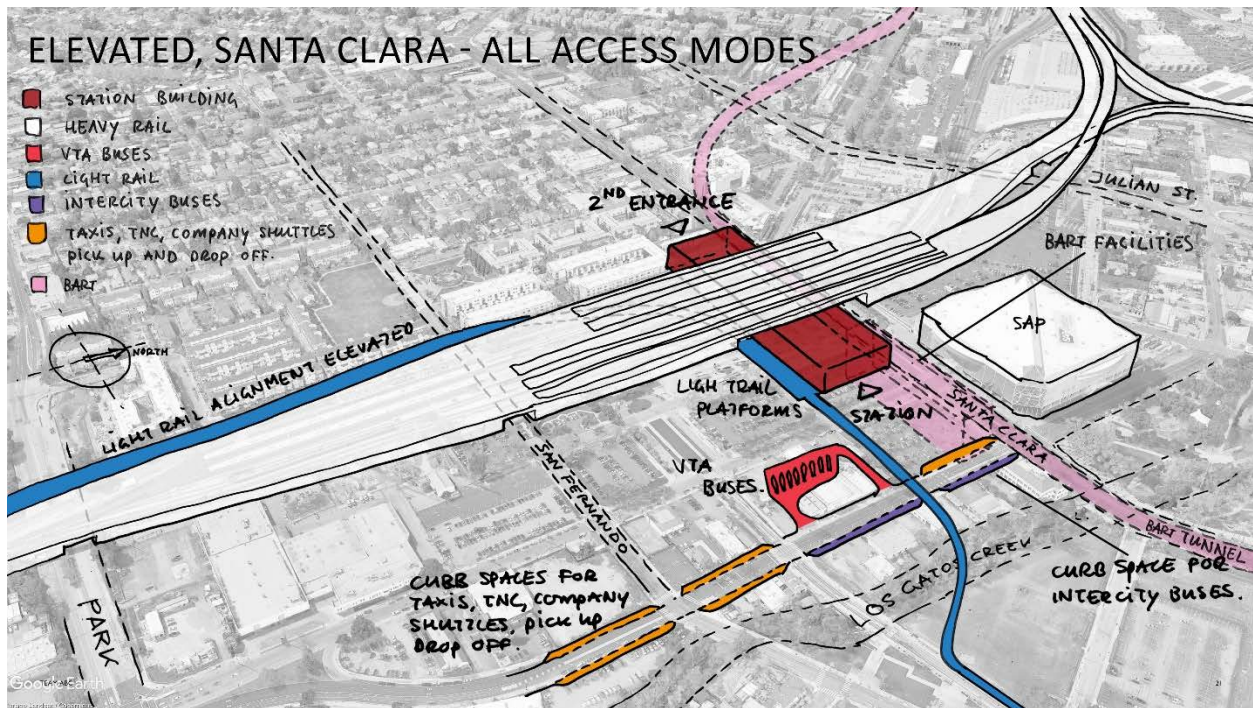
### Layout #1: San Fernando Street

The first potential layout locates the station at San Fernando Street, with platforms and tracks at-grade, and utilizes the existing northern and southern track alignment. The advantage of this option is that it would potentially be less challenging to build and phase, and would also potentially be less expensive to build. Also, an at-grade track configuration would reduce the vertical transfer distance for passengers between heavy rail modes and BART. However, this option offers little improvement in terms of urban integration (especially east/west across tracks), it puts the rail concourse farthest from BART, and dedicates a large amount of land within the station area to bus, taxi, and shuttle circulation. Development could potentially occur over the surface level elements in this layout.



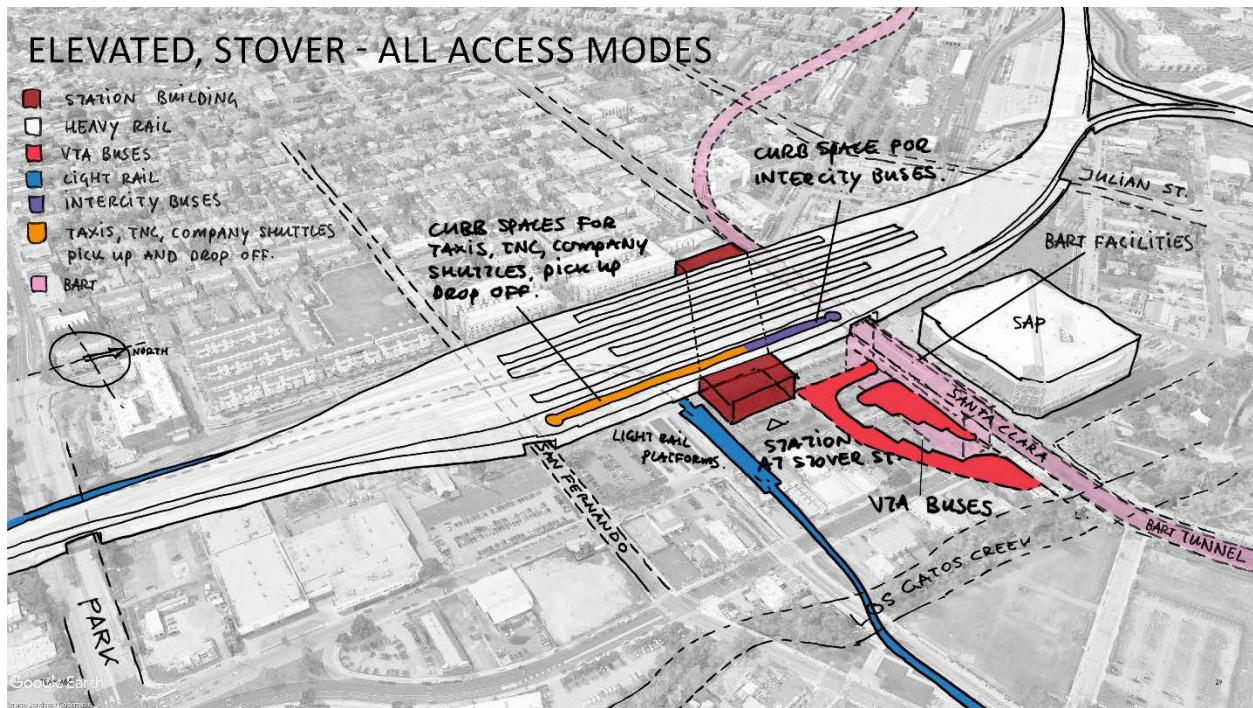
### Layout #2: Santa Clara Street

The second layout locates the station at Santa Clara Street, with the platforms and tracks elevated. This layout shifts the station platforms to the north, which requires a new northern track alignment to reconnect station platforms to the existing at-grade heavy rail tracks. This layout also provides an option to operate some rail service over a new southern rail alignment on a new viaduct over Interstate 280. The elevated tracks foster street life along Santa Clara Street and brings the heavy rail concourse closest to BART. The elevated concourse may make for more complicated vertical transfers to and from BART. The bus facility is placed along Autumn street, further removed from the main station. This layout could reasonably have property impacts along the new northern track alignment. It also would require the relocation of the Caltrain maintenance facility. The Interstate 280 viaduct will be complex and costly to construct and result in possible property impacts to the station area and other neighborhoods.



### Layout #3: Stover Street

The third layout locates the station at Stover Street, with the platforms and tracks elevated, and utilizes the existing southern track alignment. This layout shifts the station platforms to the north, which requires a new northern track alignment to reconnect station platforms to the existing at-grade heavy rail tracks. The elevated tracks foster street life along Santa Clara Street and in the adjacent blocks. It creates a strong visual presence for the station entrance and unique connection to downtown and surrounding neighborhoods. It also brings the heavy rail concourse closer to BART. The elevated concourse may make for more complicated vertical transfers to and from BART. In this layout, there are potential property impacts along the new northern track alignment. It also would require the relocation of the Caltrain maintenance facility.



## **EVALUATION FRAMEWORK**

Team ABC and the Partner Agencies designed an evaluation framework based on the project goals and ambitions and the emerging themes from community feedback. The framework will be used to review the three layouts and highlight opportunities for optimization. The evaluation criteria used in the framework are:

1. Operational Efficiency
2. Multi-modal Integration
3. Access
4. Urban Integration
5. Development Potential
6. Community Effects
7. Environmental Effects

Over the next few months, the framework will be used to optimize the layouts by mixing and matching from the kit of parts to create a Draft Vision for the Integrated Concept Plan.

## **COMMUNITY ENGAGEMENT**

The Partners developed a Community Outreach Strategy with the aim to:

- Inform and educate the public about the project and decision-making process
- Gather feedback for the Partner Agencies to consider during preparation of the Concept Plan
- Foster a sense of pride and collective ownership in the vision established by the Concept Plan

The Partner Agencies continue to encourage active participation from a broad cross-section of the community. The Partner Agencies have completed two rounds of outreach on the Concept Plan to date. The objective of the first round of outreach was to introduce community members to the project and ask for feedback on the initial high-level vision and key objectives for the future station. The second round provided a status update and presented preliminary concepts under consideration, as well as a potential evaluation framework for identifying areas where each layout could be optimized.

Completed activities include:

- October 18, 2018: Presented to the City's Diridon Station Area Advisory Group
- December 10, 2018 Community Kick-off Meeting
- Supported SJSU Masters of Urban Planning capstone class project on Diridon Station
- January 24, 2019: Presentation to Adobe's employees
- February 13, 2019: Presentation to the Willow Glen Neighborhood Association
- March 11, 2019: Presented an update to the City's SAAG

- March 18, 2019: Pop-up informational table outside of Diridon Station
- March 25, 2019: Community Meeting #2
- March 26, 2019: Presentation to the Delmas Park Neighborhood Association

The Partner Agencies will continue to engage the community and seek feedback on the three possible layouts. The anticipated engagement opportunities for the third round of outreach include:

- May 17, 2019: Presentation to the Joint Policy Advisory Board
- May 22, 2019: Presentation to the City's Station Area Advisory Group
- June 4, 2019: Presentation to the San Jose City Council
- June 6, 2019: Presentation to the Caltrain Board of Directors
- June 6, 2019: Presentation to the VTA Board of Directors
- June 18, 2019: Presentation to the California High-Speed Rail Authority Board of Directors
- June 10, 2019: Community Meeting #3
- June 15, 2019: Community Meeting #3 (in Spanish)
- Online survey
- Pop-up information table outside of Diridon Station
- Discussions with community organizations

In addition, the Partner Agencies also continue ongoing engagement with key stakeholders including MTC, BART, Capitol Corridor and ACE, the SAP Center, and Google. The project website with up-to-date information is available at [www.diridonsj.org](http://www.diridonsj.org). The Partner Agencies have also developed an extensive email list to keep community members informed on the project progress. An additional round of community engagement is planned for Fall 2019 to solicit community input on the Draft Vision.

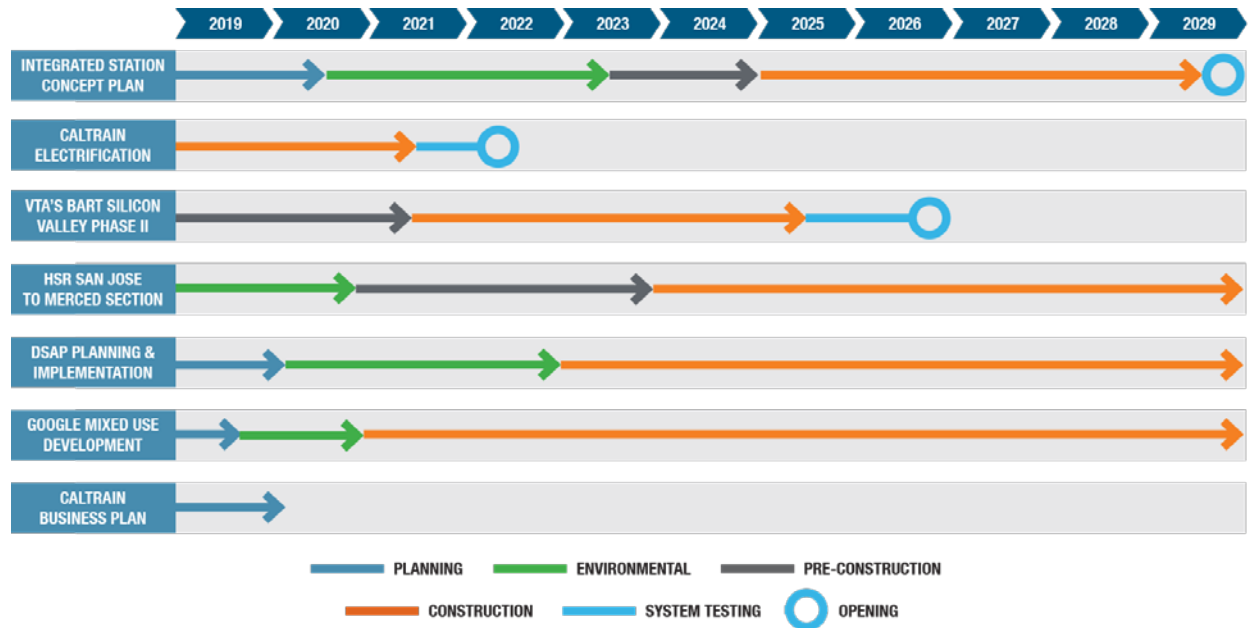
### **Community Engagement - Emerging Themes**

Based on input received, the following priorities are emerging for the future of the Station:

- The Station must work well for the passenger above all
- The Station should function as a community hub, a destination in and of itself
- The Station should reflect the cultural diversity of San José through its design, art, accessibility, public spaces, and amenities
- The Station should be easy to get to from anywhere in the city, region and state.

## COORDINATION WITH OTHER MAJOR PROJECTS

The Partner Agencies each have their own initiatives or major projects in development at the same time as the preparation of the Concept Plan. Part of the intent of the Cooperative Agreement is to ensure that the agencies are aligned with each other to realize not only their individual projects but also to work together to develop a new Diridon Station.



The following projects are actively being coordinated with the Concept Plan:

Lead Agency	Project
VTA	VTA's BART Silicon Valley Phase II Extension
CHSRA	San José – Merced Project Segment of the statewide High- Speed Rail system
Caltrain	Caltrain Electrification
Caltrain	Caltrain Business Plan
City of San Jose	Diridon Station Area Plan (DSAP) amendment
City of San Jose	Google master plan/development project
City of San Jose	Downtown Transportation Plan

## ADDITIONAL INFORMATION

Additional information on the Concept Plan, including Frequently Asked Questions, can be found on the project website at [www.diridonsj.org](http://www.diridonsj.org).





## SAN JOSÉ DIRIDON STATION

### Cooperative Agreement

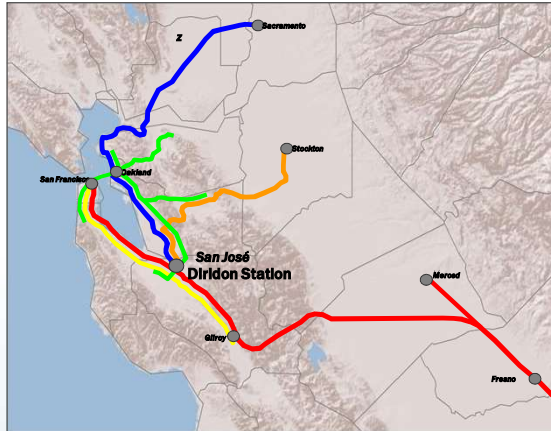
- Work as a cohesive group
- Shared vision for a fresh, bold look
- Co-create an *integrated* project (i.e., tracks, station, development)
- Partner resources & commitments (funding, grants, etc.)
- “You won’t get everything you want, but you will get more than you expected!”



## SAN JOSÉ DIRIDON STATION

# Expanding Rail Service at Diridon

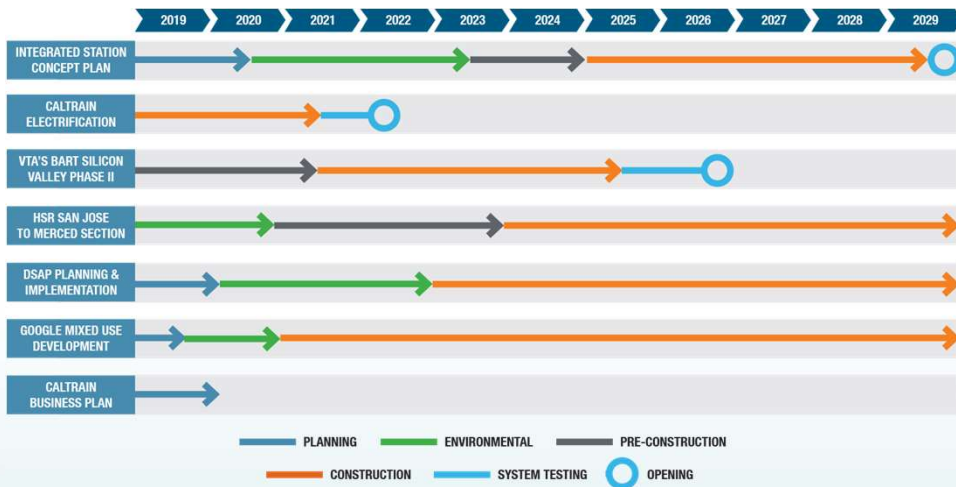
Planned Major Regional Rail Services San Jose Diridon

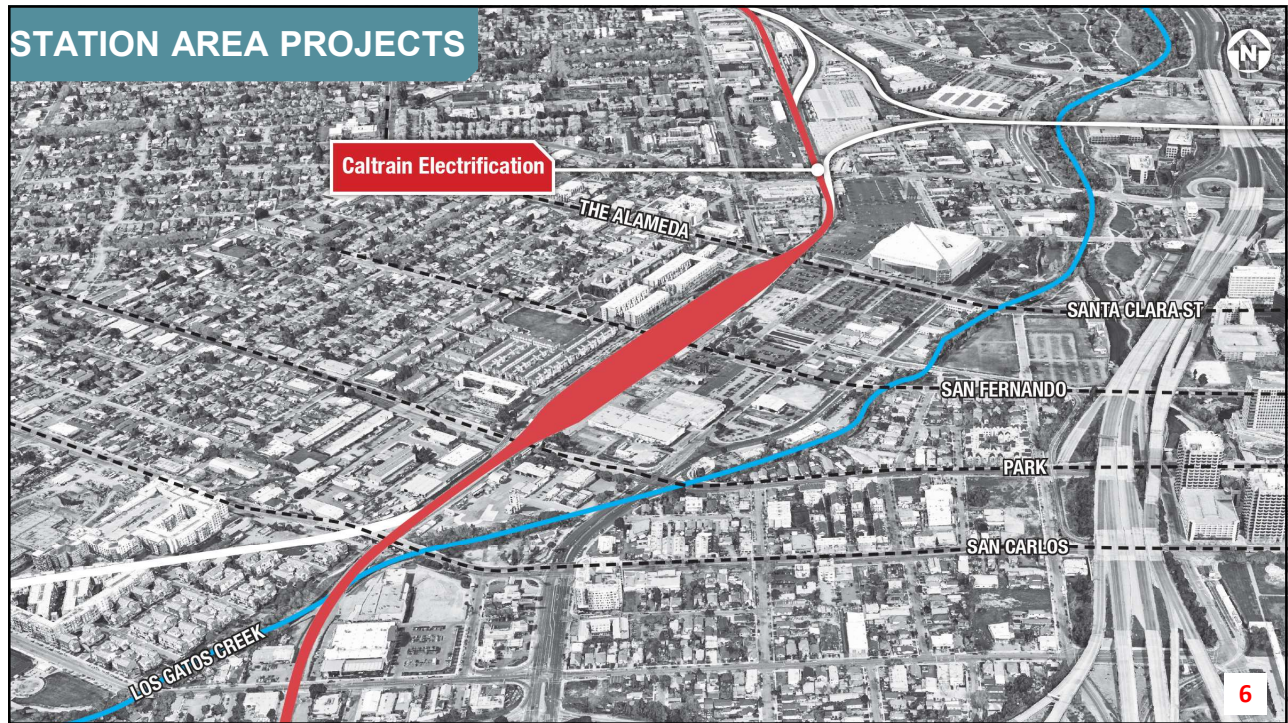
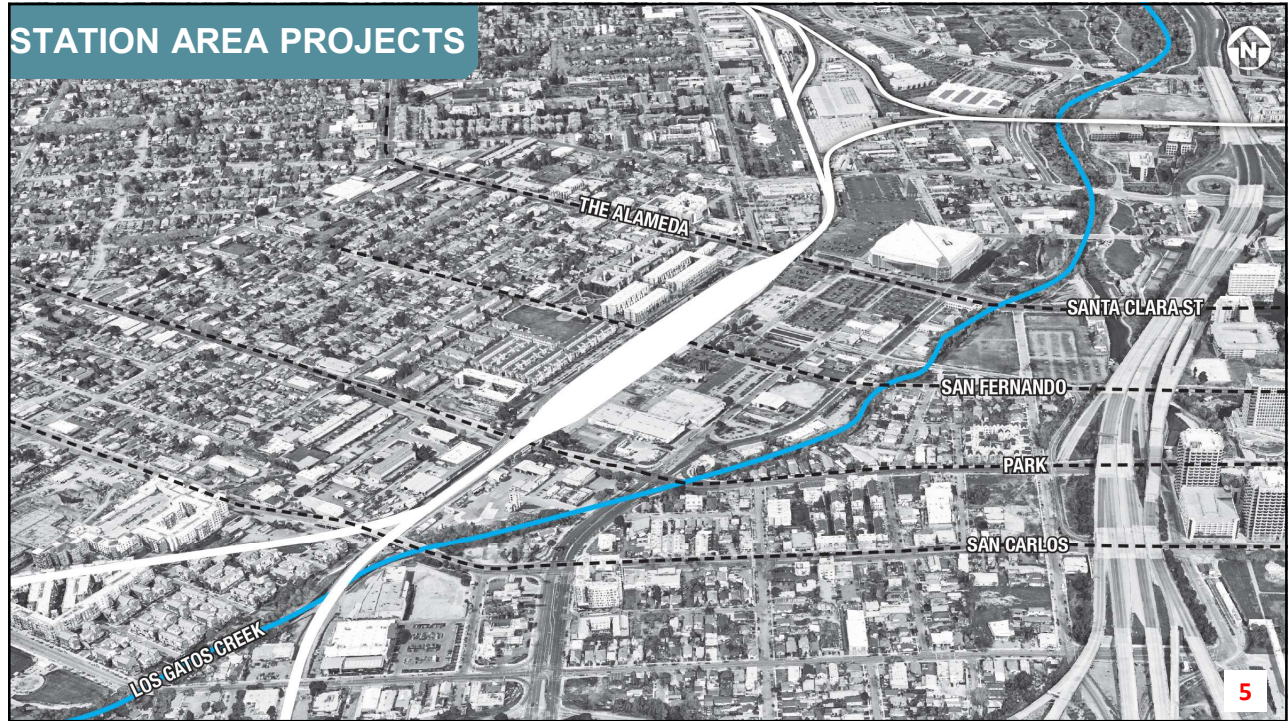


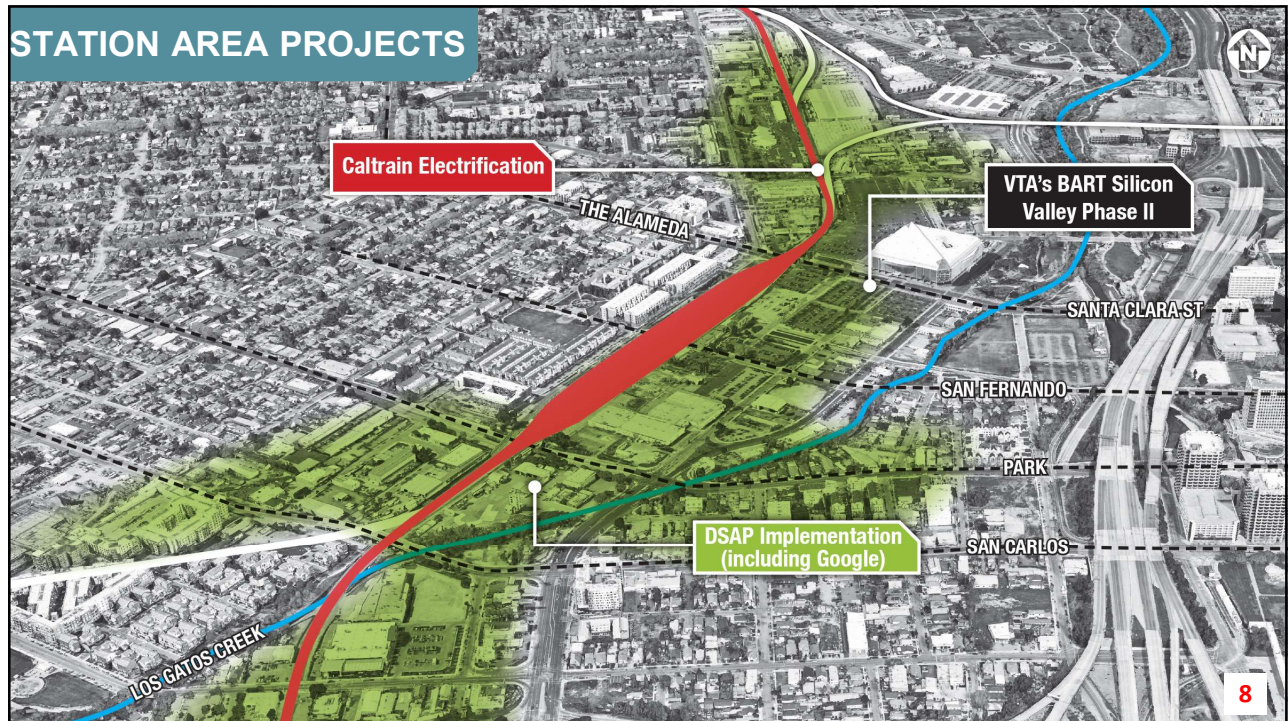
- █ High-Speed Rail
- █ BART
- █ Caltrain
- █ ACE
- █ Capitol Corridor

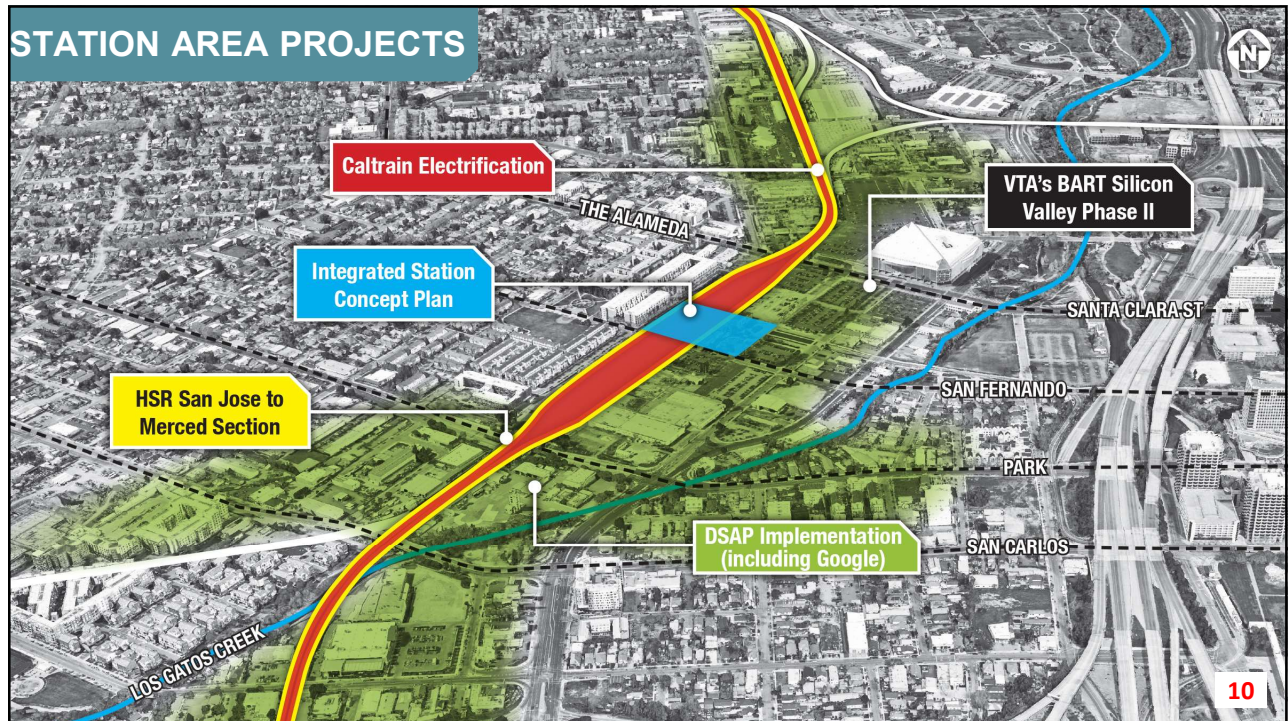
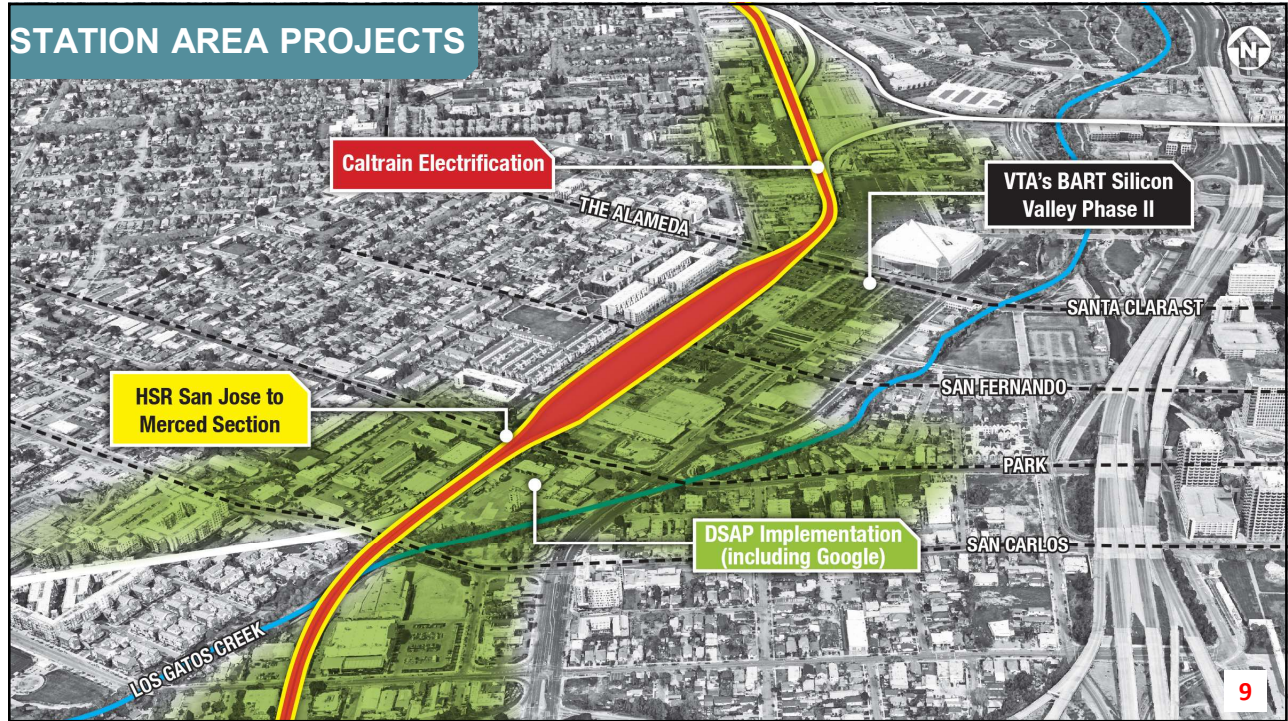
## SAN JOSÉ DIRIDON STATION

# Projects & Timing









## SAN JOSÉ DIRIDON STATION

### Key Objectives



A Multi-modal, Integrated, and Human-centered Station



The Station as Catalyst for the Urban Environment



The Station as a Destination



A Compelling Vision for the Future of the Diridon Station



A Futureproof, Flexible, Adaptive, and Innovative Station



Partnership Organization



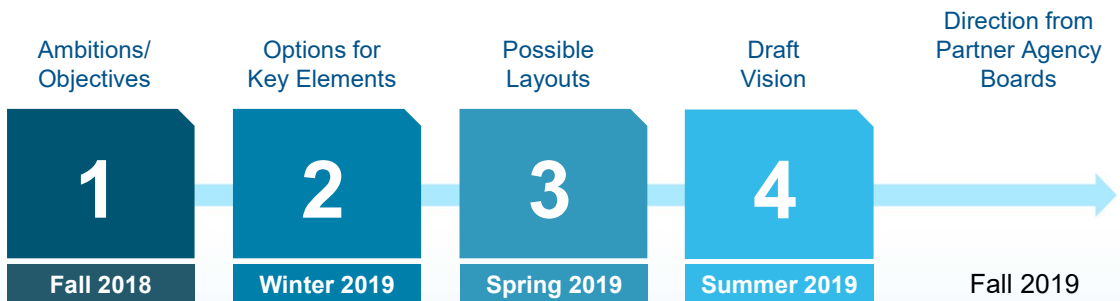
Internal & External Stakeholder



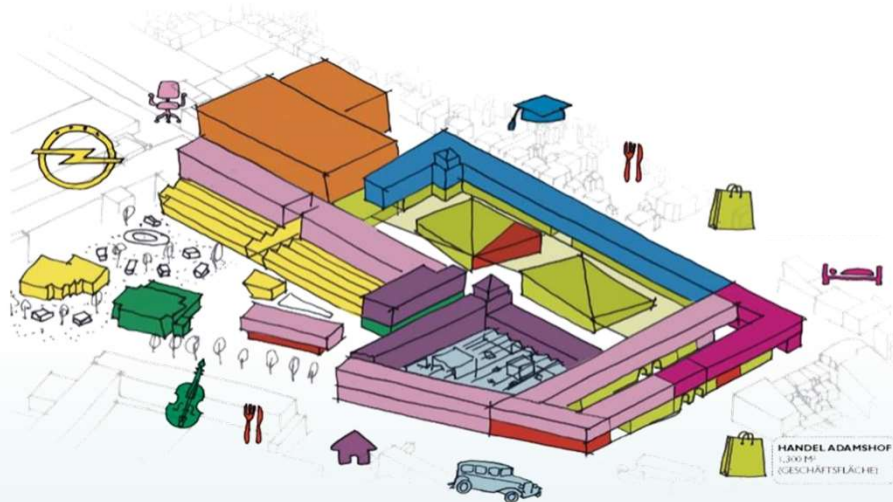
Funding Objectives and Risk Management

## SAN JOSÉ DIRIDON STATION

### Phase I Process & Outreach Rounds



## SAN JOSÉ DIRIDON STATION



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## SAN JOSÉ DIRIDON STATION

### Big Moves

#### Vertical Platform Position

- At grade
- Elevated

#### Station Location

- San Fernando Street
- Santa Clara Street
- Stover Street

#### North Alignment

- Existing Northern Corridor
- New Northern Corridor

#### South Alignment

- Existing Southern Corridor
- I-280 & Existing Southern Corridor

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## SAN JOSÉ DIRIDON STATION

### The Kit of Parts

- Pedestrian & bikes
- Light Rail
- VTA bus
- BART
- Intercity buses
- Taxis, TNC, AV, company shuttles, pick up & drop off
- Parking

## MIXING AND MATCHING

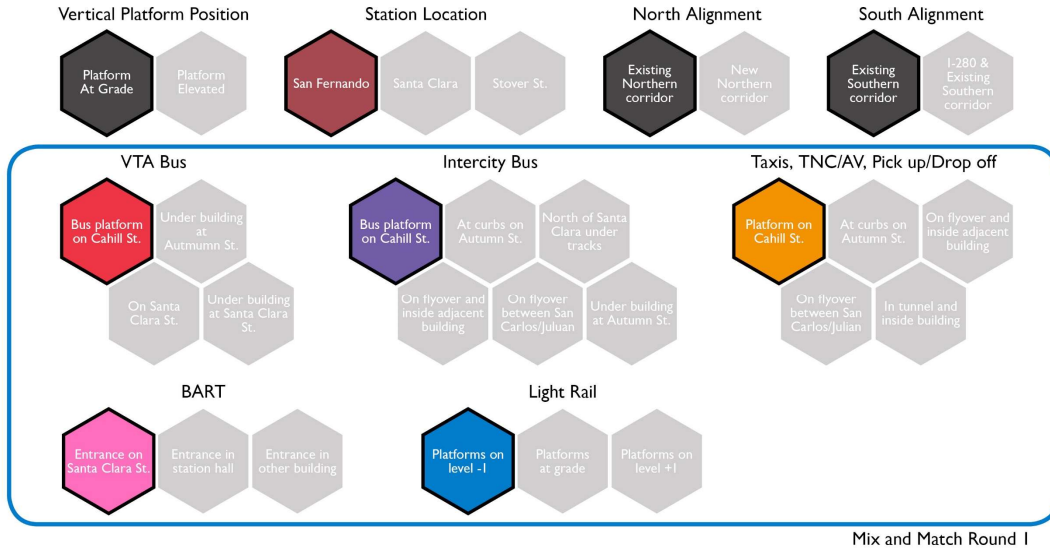


Mix and Match Round I



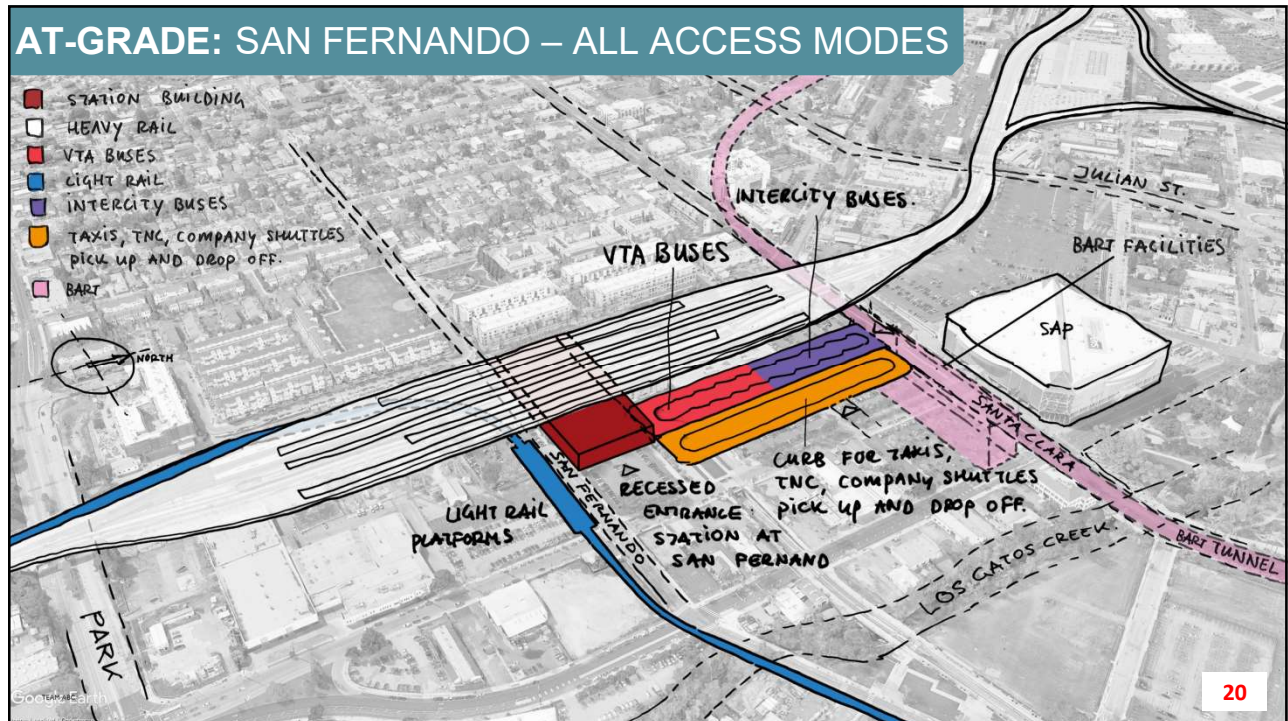
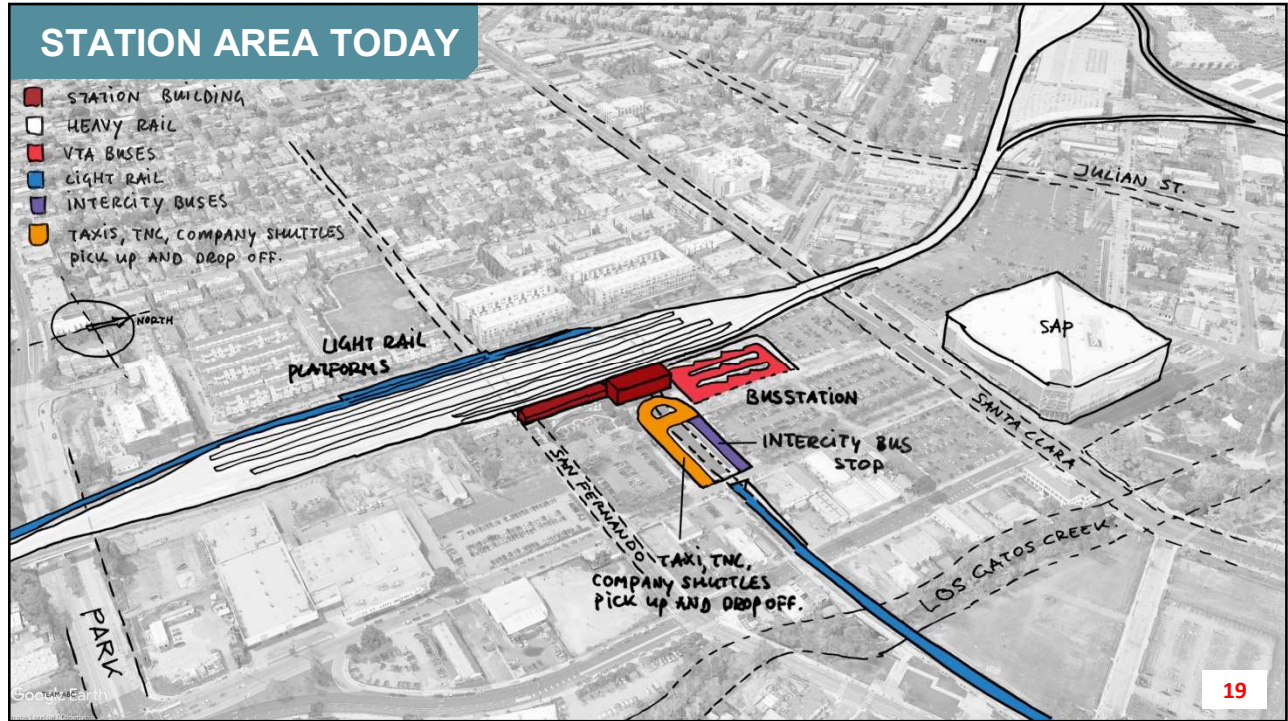
# MIXING AND MATCHING

EXAMPLE



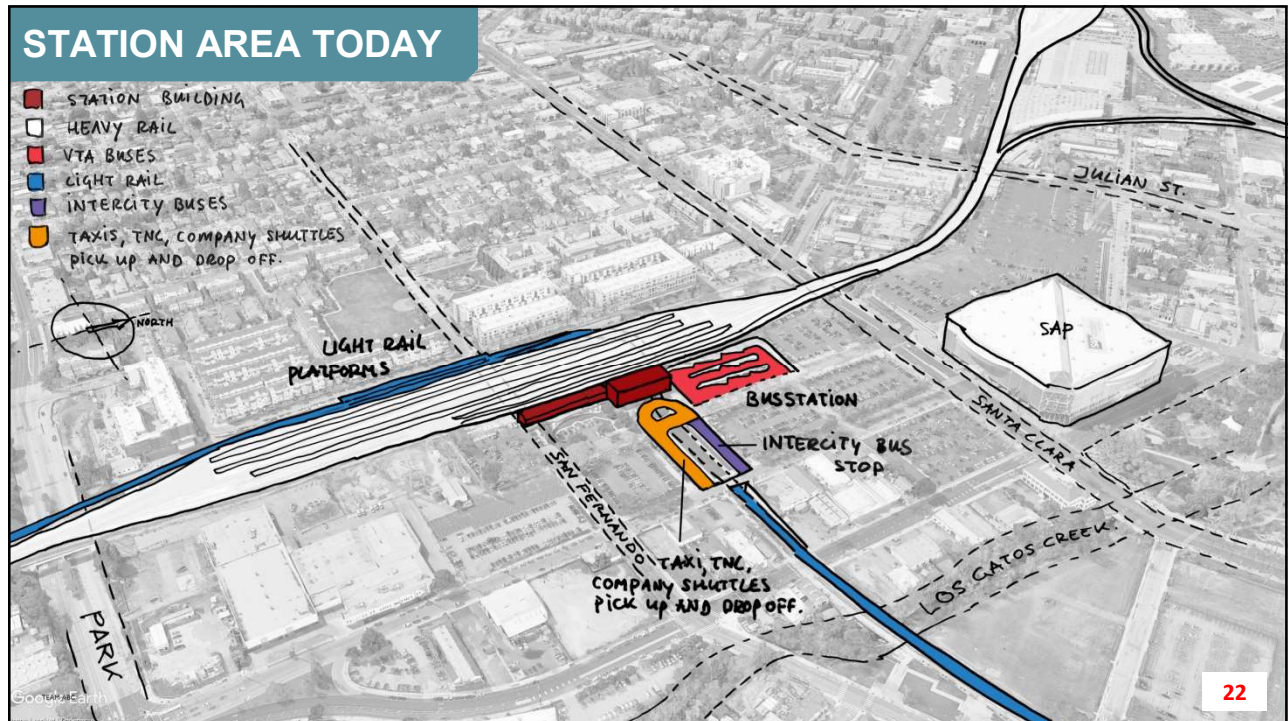
## SAN JOSÉ DIRIDON STATION

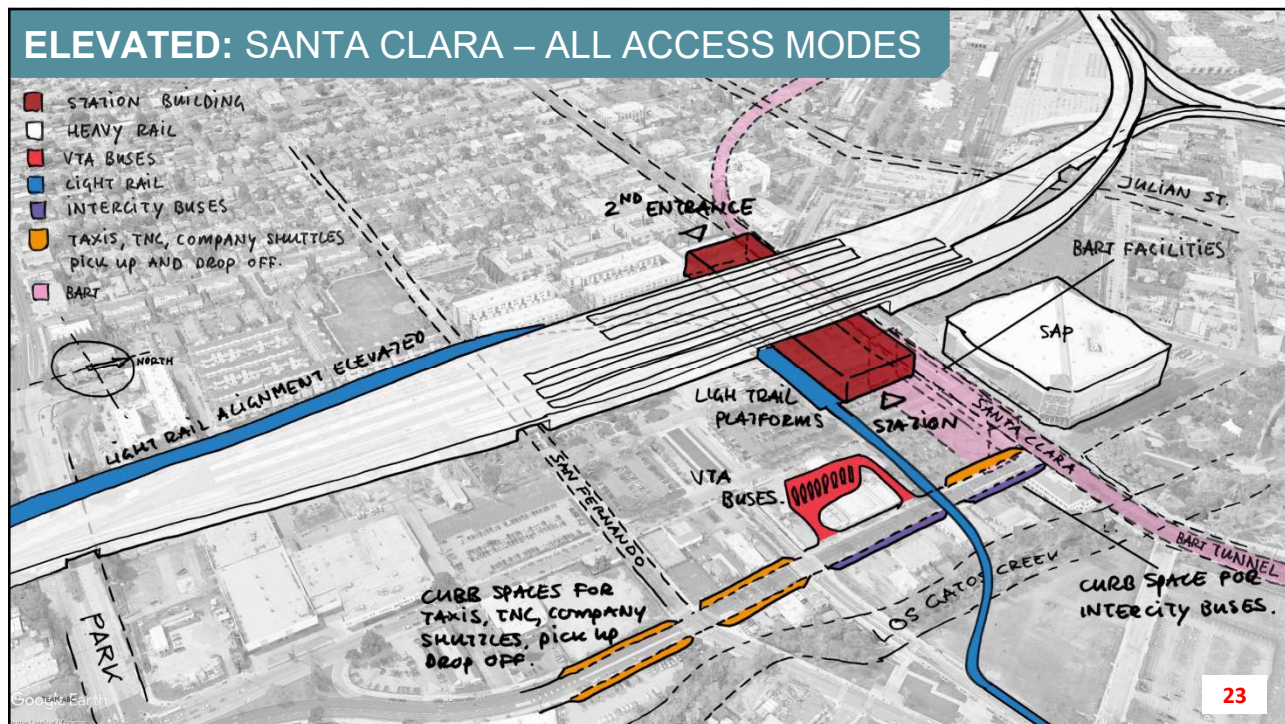
# LAYOUT 1: SAN FERNANDO STREET

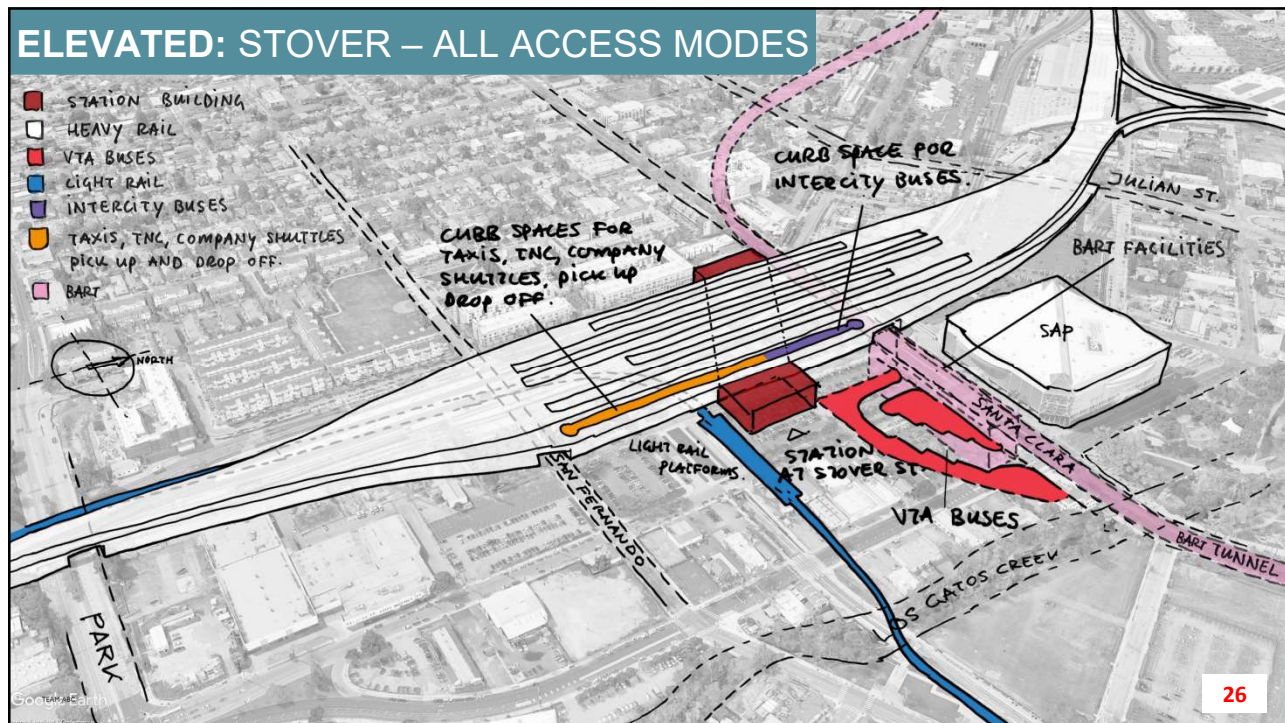
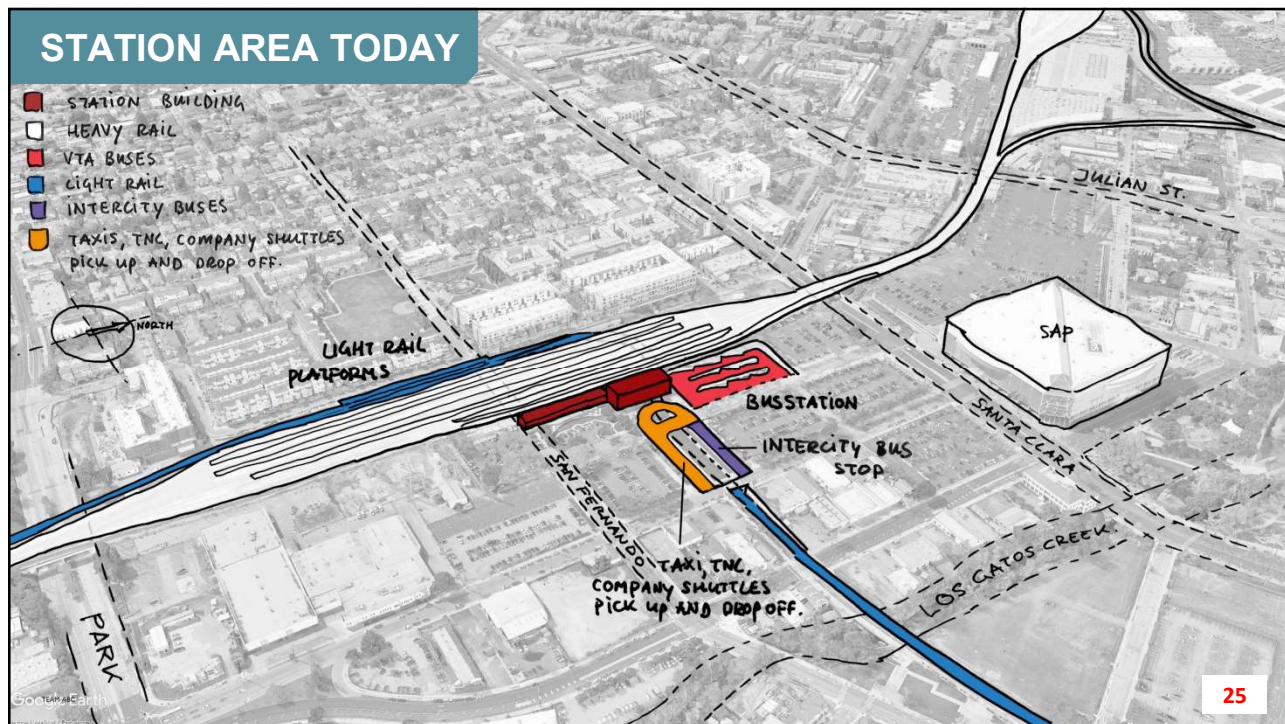


# SAN JOSÉ DIRIDON STATION

## LAYOUT 2: SANTA CLARA STREET







## SAN JOSÉ DIRIDON STATION

### Comparing Layouts

	Layout 1: San Fernando St.	Layout 2: Santa Clara St.	Layout 3: Stover St.
<b>Vertical Platform Position</b>	At Grade	Elevated	Elevated
<b>North Alignment</b>	Existing corridor	Northern corridor	Northern corridor
<b>South Alignment</b>	Existing corridor	I-280 & existing	Existing corridor
<b>Concourse</b>	In tunnel	At grade	At grade
<b>City Bus</b>	On platforms on Cahill St.	Under building at Autumn St.	Under tracks and building at W Santa Clara St.
<b>Intercity buses</b>		At curbs on Autumn St	On flyover in between San Carlos / Julian
<b>Taxis</b>			
<b>TNC and AV</b>			
<b>Pick up/drop off</b>			

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## SAN JOSÉ DIRIDON STATION

### Next Steps: Layout Optimization

- Partner agencies evaluate layouts
- Incorporate public input into mixing and matching
- Identify opportunities for mixing and matching
- Develop draft Vision
- Seek additional public feedback
- Present to the Partner Agency Policy boards

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JPB BOARD MEETING  
June 6, 2019

Correspondence Packet as of  
May 30, 2019, 12 p.m.

**From:** [Drew Skau](#)  
**To:** [Board \(@caltrain.com\)](#)  
**Cc:** [CalMod@caltrain.com](#); [cacsecretary \[@caltrain.com\]](#); [Caltrain\\_Bac \(@caltrain.com\)](#); [Bikes on Board](#)  
**Subject:** Bikes on New Caltrain Cars  
**Date:** Thursday, May 30, 2019 9:07:40 AM

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Dear Caltrain Board,

I'm saddened by what seems to be passing as "public outreach" and "public workshops" to improve the layouts of the planned electrified train cars. The community of bicycle riders who rely on Caltrain have made their message heard loud and clear and yet the Caltrain staff are refusing to listen.

I personally have spent over 100 hours drawing alternative car layouts that would improve the cars for both cyclists and for regular riders, and none of these adjustments have ever been seriously considered in any public forum, nor have I received any feedback from staff on why those layouts will not work. To complicate the process, information on space requirements and clearances have not been made available, so the public cannot truly participate without making guesses.

Setting aside the poor outreach process, let's look at the issues once again:

Caltrain is electrifying partially because they understand that continuing to burn fossil fuels to operate is not an option. This is fantastic, and a step in the right direction. But, if they recognize this imperative need, then why are they not also working on making the system as compatible with other fossil fuel free transit as possible? Please help build a Caltrain system for the future energy economy, not for the fossil fueled past.

Caltrain wants to make sure the trains have enough capacity for regular riders, and they hold the position that bike spaces take the space of another passenger. While this is true, currently, Caltrain does not experience trains at a capacity level that would prevent passengers without bikes from boarding, while they do have capacity issues for riders with bikes. Why would they not want to increase bike spaces to help remedy this? Please help build a Caltrain system that respects all riders, not just those with automobiles.

The board has mandated an 8:1 ratio of bikes to seats within view, and this seems to be something Caltrain staff are not even slightly concerned with. Why are staff allowed to flaunt board mandates? Please hold staff accountable and uphold your previous mandates.

Overall, this process reeks of cronyism from the early days of rail. The railroad company is deciding what they want and forcing it on everyone, regardless of what the impact will be. This is not the Caltrain I want to ride. Please help change that.

Sincerely,  
Drew Skau  
Bicycle and Caltrain rider



**From:** [Michael D. Leslie](#)  
**To:** [Board \(@caltrain.com\)](#)  
**Cc:** [bikesonboard@sonic.net](#)  
**Subject:** Proposed bike car layout for electric trains  
**Date:** Wednesday, May 29, 2019 8:01:12 AM

---

Hi Caltrain board,

I have some concerns about the bicycle car layout for the new electric trains. Although as a daily Caltrain commuter I'm very excited for many of CalMod's benefits, I am disappointed that the current proposal is a regression for cyclists. It is important to me and many other commuters that Caltrain continues to provide service with a minimum of 80 bikes per electric train and at least four bike cars per consist. I'm also disappointed at the lack of seating that's in visual range of the bike racks—sitting near my bike is a major theft deterrent. Bike theft is a huge problem throughout the area, and the proposed design invites bike theft activity onboard the train.

I'm hoping to attend the board vote on the sixth of June in support of Caltrain bike commuters and against the proposed design. See you there!

Thanks,  
Michael Leslie

Sent from my iPhone

**From:** [Low, Lori](#)  
**To:** [Board \(@caltrain.com\)](#); "Bikes on Board"  
**Cc:** [cacsecretary \[@caltrain.com\]](#); [Caltrain, Bac \(@caltrain.com\)](#); [CalMod@caltrain.com](#); [cacsecretary \[@caltrain.com\]](#)  
**Subject:** RE: Caltrain "new" bike-car layout doesn't solve the problem  
**Date:** Tuesday, May 28, 2019 11:55:18 AM

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Dear Shirley,

Thank you for your continued feedback. Receiving input from the public is extremely important to Caltrain and has been instrumental in the vehicle design. Prior to 2015, there was a two-year outreach effort that included public meetings, multiple surveys, and station outreach. Over 10,000 comments were received and this process directly fed into the original train design. Various rider communities had requests, and Caltrain tried to accommodate them while balancing the needs of all riders. Then in 2017, after 56 meetings, surveys, and station events; staff heard from the bicycle community that maximizing bicycle capacity on the electric trains was of the utmost importance. Thus, the Electrification Project brings a [17% increase in onboard bike capacity](#) over today which is achieved through train frequency.

Since then, Caltrain has heard from the bicycle community concerns about security and requests to have additional seats next to bikes on the electric trains. A public process began in February examining the possibility of reconfiguring the already-designed two electric train bike cars and the new seventh car. As you mentioned on April 17, Caltrain held a Joint Citizens Advisory Committee and Bicycle Advisory Committee Workshop which included an interactive activity and robust discussion of possible reconfiguration options for these cars, as well as station bike and micromobility improvements. Insights and feedback from this workshop, along with general public input, survey results, project schedule, funding partner and CAC/BAC feedback, Business Plan information, and financial impacts and feasibility of the recommendations were considered and factored into a staff recommendation.

The resulting staff recommendation that was presented to the CAC and BAC in May, maintains 72 bikes in two-cars and in direct response to the bike community increases the number of seats in the bike cars to 14 total (original design was 6 seats total). Staff is also recommending a commitment to spending at least \$3.5M towards bike station parking / micromobility improvements before the start of electrified service.

As you mentioned, Caltrain is also reaching out to its ridership through station outreach events. Regarding the flyer that was distributed, the front side highlighted information about the electric train bike car layout and the backside included information about bike parking and micromobility station improvements; therefore, every person who received the flyer received information about the bike car layout.

Caltrain values cyclists and supports bikes as an excellent first and last mile solution. With one of the most extensive onboard bicycle programs among passenger railroads in the nation, Caltrain is continuously trying to improve service to all its riders with programs such as the recently implemented "Bikes Board First" program.

As our riders know, Caltrain is extremely busy during commute times, with some of the trains at 140% capacity. [Future ridership growth projections](#) show demand continuing to grow and Caltrain is working to identify opportunities and strategies to meet the needs of the corridor with the development of a [Business Plan](#).

Again, we thank you for taking the time to send us your thoughts. Your feedback is valuable, and Caltrain is eager to improve service for all its riders.

Best,  
Lori

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**From:** Bikes on Board <[bikesonboard@sonic.net](mailto:bikesonboard@sonic.net)>  
**Sent:** Tuesday, May 21, 2019 11:20 PM  
**To:** Board (@caltrain.com) <[BoardCaltrain@samtrans.com](mailto:BoardCaltrain@samtrans.com)>  
**Cc:** [CalMod@caltrain.com](mailto:CalMod@caltrain.com); cacsecretary [@caltrain.com] <[jpbcacsecretary@samtrans.com](mailto:jpbcacsecretary@samtrans.com)>; Caltrain, Bac (@caltrain.com) <[BAC@caltrain.com](mailto:BAC@caltrain.com)>  
**Subject:** Caltrain "new" bike-car layout doesn't solve the problem

Dear Joint Powers Board,

We are deeply disappointed with the "new" bike-car layout that staff is recommending. It is so similar to the old layout that one has to look carefully to discern any difference. Please direct staff to develop realistic options that solve the layout problem.

Specific problems with staff's recommended EMU train layout include:

- Encourages bike theft. There are only 7 folding seats (3 at the same location as wheelchair space) within view of 36 bikes. To match today's bike cars, there would need to be 18 to 31 seats within view of 36 bikes.
- Will likely cause train delays. Standees guarding their bikes will make it difficult to re-stack bikes according to destination, and congestion in bike cars will slow boarding and exiting.
- Less bike capacity than today. Staff is recommending only 72 bike spaces per train compared with today's 77 bike spaces per train.
- The ratio of seats-to-bike-spaces is 9.4 to 1, worse than 8:1 unanimously approved by the board in 2015 and stated in the board-approved contract with Stadler. The 8:1 ratio equates to 84 bike spaces (not 72) per seven-car EMU train.

People with bicycles are the only customers denied service and left behind on the platform. For lower income folks, this is not only an inconvenience, it could cost them their jobs. A public agency should serve all customers, not favor those who can afford to drive to the stations.

Caltrain must do better, particularly to get broad public support for a ballot measure for dedicated funding. Bike advocates are well-organized and could garner support for such a ballot measure, if Caltrain keeps its promise for more bike capacity at the 8:1 ratio on electrified trains.

We remind you that you have received hundreds of emails and over 1000 people signed a [petition](#) in support of seats within view of bikes and more bike capacity at the 8:1 ratio of seats-to-bike-spaces. In addition, over 50 [letters to the editor](#) in support of bikes on Caltrain have appeared in area newspapers. Please listen to the public.

Staff claims they considered input from the public workshop held April 17, but staff constrained options at the workshop so tightly that the outcome was predetermined. It was impossible for workshop attendees to come up with a reconfiguration that had adequate seats within view of bikes and met the board-mandated 8:1 ratio.

Staff is currently holding station outreach events, but these events are focused on wayside options and apparently are not intended to gather broad input on bike-car layout. The event at 4th & King Street station on Monday had large boards for people to add sticky notes about wayside options, but no board for bike-car layout. Staff was handing out flyers about bike parking, but did not hand out the flyer about bike-car layout. That flyer was left lying on the table.

Caltrain should be appealing to the three counties, the MTC, and the State to get funding to serve all passengers. It's the agency's obligation to reduce greenhouse gas emissions. Denying service to people with bicycles is counter to that goal.

To achieve satisfactory train layout, Caltrain needs at least four bike cars [as described here](#). Please direct staff to provide other options for consideration, not just two or three bike cars.

Respectfully,

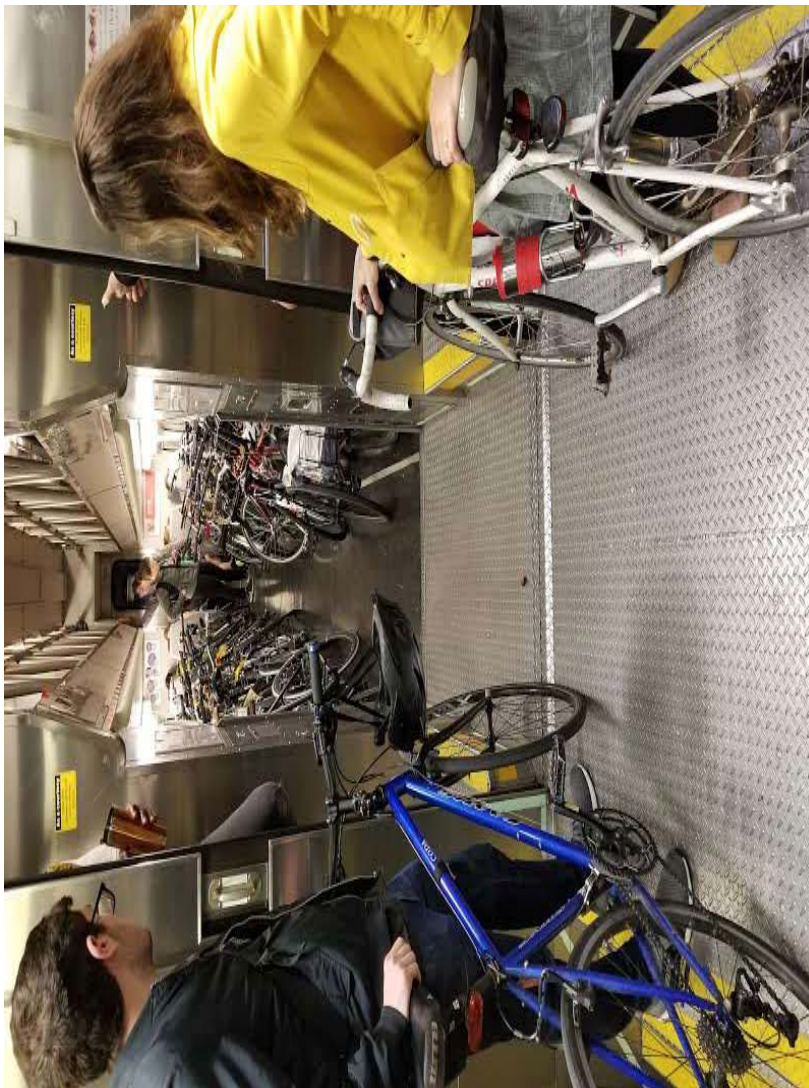
Shirley Johnson  
Leader, BIKES ONboard Project  
[sfbcmomentum.org/bob](http://sfbcmomentum.org/bob)

**From:** [Andy Michelle Meislin](mailto:Andy.Michelle.Meislin@caltrain.com)  
**To:** [Board \(@caltrain.com\)](mailto:Board@caltrain.com)  
**Cc:** [CalMod@caltrain.com](mailto:CalMod@caltrain.com); [Caltrain\\_Bac \(@caltrain.com\)](mailto:Caltrain_Bac (@caltrain.com)); [cacsecretary \(@caltrain.com\)](mailto:cacsecretary (@caltrain.com)); [bikesonboard@sonic.net](mailto:bikesonboard@sonic.net)  
**Subject:** Bike Capacity  
**Date:** Tuesday, May 28, 2019 9:15:14 AM

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Hi,

I'm emailing a second time about the proposed bike capacity on Caltrain for the new trains because although some changes have been made to the layout, the capacity for bikes has not increased from today's trains. Here is a photo from my commute this morning - there already aren't enough bike spaces for the people who want to bike to the train:



Again, I believe that we should be encouraging people to bike to Caltrain when we can - it will make for healthier residents, less traffic in our cities, and more sustainable communities. But beyond what I believe, the new proposed bike layout is *not* in line with the California's Climate Change Scoping Plan, which states that by 2030 we will have more walkable, bikeable cities with access to public transit. If anything, Caltrain should be creating layouts with far greater bike capacity than today's trains in order to anticipate a higher proportion of riders commuting with bikes. Cities all over California are re-doing streets and adding bike lanes in

order to address climate, congestion, and health challenges, and Caltrain should be a leader in encouraging sustainable commuting (After all, an electric train will be an amazing, sustainable commute! I'd hate to have to take a Lyft or Uber to Caltrain every morning to ensure I could get on my train without fear of a "bike bump").

Thank you so much for your consideration. I'm hoping for happier, healthier, and more sustainable commuting for all Caltrain riders.

Best,  
Andy Meislin  
Graduate Student at Stanford University

**From:** [Anne de la Rosa](#)  
**To:** [Board \(@caltrain.com\)](#)  
**Cc:** [Fromson, Casey](#)  
**Subject:** proposed Hayward Park Track Maintenance Yard and San Mateo Spur Track  
**Date:** Sunday, May 26, 2019 6:12:06 PM

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May 6, 2019

Dear Members of the Joint Powers Board -

I am writing to notify you that I feel there was extreme negligence on the part of the Joint Powers Board in approving, on April 5th, 2018, the Adoption of the Negative Declaration and approval of the San Mateo Set Out Track Project-25th Avenue Grade Separation.

Please excuse my great delay in speaking up on this unconscionable issue, but it wasn't until tons and tons of dirt was dumped 5 feet above street grade next to the tracks behind my home at 1093 South B St in San Mateo that I even knew about the absurd proposal to install a rail yard directly (and I mean "within 10' directly") beside a 100% residential neighborhood. The fact that your entire committee approved this plan without a question asked, shows extremely poor and questionable oversight. It almost seems as if the individuals who wrote this report and stated that there was no negative impact must never have actually walked the sight. They have misleading photos (there are no trees blocking site of the main part of the spur track), misnamed streets, no acknowledgement of windows looking directly out to the proposed yard, and given no notification of the proposed project to neighbors directly affected by it. This was and is a complete disregard to the citizens residing next to the rail corridor and the noisy, unhealthy and unsightly impact this project would have on them.

From my perspective, it certainly looks as if Caltrain realized this would be a sensitive issue and did their best to bury it deeply within the 25th Ave Grade Separation.

There can be no "gotcha's" in this instance. Caltrain has detailed every pole and construction date in regard to the Electrification project, yet, the placement of an entire rail yard with access placed on a very narrow street that is right next to a small city park, in full site of homes and apartments doesn't suggest a community review to you? This ill-considered project needs to either be shelved or relocated to an industrial area.

Thank you for your time in this matter that effects the health and well-being of all the members of the Hayward Park Community.

Anne de la Rosa  
[agdelarosa27@gmail.com](mailto:agdelarosa27@gmail.com)  
650-346-3682  
1093 South B St  
San Mateo CA 94401

**From:** [Quinn, George](#)  
**To:** [Board \(@caltrain.com\)](#)  
**Subject:** 100 San Lucar Ct., Sunnyvale  
**Date:** Sunday, May 26, 2019 4:55:20 PM  
**Attachments:** [image001.png](#)



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Peninsula Corridor Joint Powers Board,

My name is George Quinn. I'm an agent with Colliers International in San Jose.

I am reaching out because I represent a company who has interest in leasing 100 San Lucar Court, Sunnyvale. It has come to our attention that the existing tenant, Cutting Edge Machining, has plans to vacate this space and we'd like to lease it if so. Is there someone I can speak to about this?

Thank you for your time!

Regards,  
George

**George Quinn**

Senior Vice President

CA License No. 01250595

**Direct +1 408 282 3912** | Mobile +1 408 569 3002

Main +1 408 282 3800 | Fax +1 408 292 8100

[george.quinn@colliers.com](mailto:george.quinn@colliers.com) | [Add as Contact](#)

**Colliers International**

225 West Santa Clara Street, 10<sup>th</sup> Floor, Ste. 1000 | San Jose, CA 95113 | United States

[www.colliers.com](http://www.colliers.com)





**From:** [giuliano.carlini](mailto:giuliano.carlini@caltrain.com)  
**To:** [Board \(@caltrain.com\)](mailto:Board@caltrain.com); [Caltrain, Bac \(@caltrain.com\)](mailto:Caltrain_Bac@caltrain.com); [bikesonboard@sonic.net](mailto:bikesonboard@sonic.net)  
**Subject:** Electric car layout for bringing bikes on the train  
**Date:** Saturday, May 25, 2019 12:36:32 PM

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Hi Board,

Thanks again for electrifying Caltrain. And for your long time support of cyclists bringing their bikes on board trains. Caltrain has been a leader in not only the nation but the world in doing this.

Unfortunately, as the rest of the world is stepping up its support of cycling infrastructure, Caltrain staff is recommending stepping back. Electrification should be a time for Caltrain to improve service for all riders, including cyclists, and especially by providing better access to bringing bikes on board.

Putting all bikes onto two cars will increase the rates of bike theft and slow down trains. There will be only a few seats for just a handful of cyclists to watch dozens of bikes. Those few folks won't even know who the owners of the vast majority of bikes are. It'll be a simple matter for thieves to walk on and take a bike. It will also increase dwell times, especially at the most active stations, as many bikes will need to exit and enter those two cars, slowing trains down, which leads to lower total system capacity throughout the entire day.

I would very much like to see every car able to accommodate bikes, preferably with the same or a similar layout. Such a layout would reduce overall capacity by about 7 seats per train, less than 1% of a train's capacity. As very few trains hit capacity, this small reduction will impact few trains. Those that are impacted should have enough standing room, so that overall capacity will not be reduced. Considering only per train capacity, it's a small impact to the non-cyclist ridership for a few trains each day, but a huge boon to the cyclists. Considering dwell time, it's an improvement for everyone, throughout the entire day.

At the very least, if even that tiny impact, for just a few trains per day, is seen as being too significant, please support the four cars for bikes layout. While not perfect, it's still significantly better than the two or three car options promoted by the staff.

Also, consider how much support Caltrain gives drivers. Look at the size of the lots that are maintained to assist them. Consider how much better things would be if we could convert many of those drivers to cycling, as happened to me. Traffic will diminish, drive times will get better, pollution will be reduced, cyclists' health will improve, public spending on health care will go down, and on and on. A huge factor in my conversion from driver to cyclist/train rider was being able to use my bike on both sides of my trips, being able to return to a different station than my origin (I have a lot of activities), the ease with which I could take the train, and the security of my bike on the train.

I've been on a public board (for my kids' school). I understand the need to generally consider staff's opinion carefully, and normally to go with it. I did so time and again, each time against some community members

objections. But a few times, with issues that would affect the school for years/decades, I led. I led the community, and in particular the staff. I didn't accept their preferred choice, but looked to what would be best long term for the school and all of its community members.

Please lead. Please make Caltrain better for all its users. Please adopt at least the four car bike option, and hopefully the all car option.

Thank you,

giuliano carlini

**From:** [Maic López Sáenz](#)  
**To:** [Board \(@caltrain.com\)](#)  
**Cc:** [CalMod@caltrain.com](#); [Caltrain\\_Bac \(@caltrain.com\)](#); [cacsecretary \[@caltrain.com\]](#); [Bikes on Board](#)  
**Subject:** Caltrain Electrification Bike Car Design  
**Date:** Thursday, May 23, 2019 5:34:33 PM

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I am a daily user of Caltrain who brings his bike on board. I live and work about 2 miles away from the closest Caltrain station, so having my bike makes Caltrain a timely and feasible possibility. It also greatly increases the versatility of my Caltrain trips by greatly extending the reach of each station.

I ask the board to reject the new bike-car layout proposed by staff, which has fewer bike spaces than today cars. This new design falls short of the 8:1 ratio of seats-to-bike-spaces that was promised by the board, it also provides insufficient seats next to the bicycle spaces as to deter theft. Seats are necessary next to the bicycle spaces to allow enough passengers to sit next to bicycles and deter theft, without these seats a number of passengers will choose to stand next to their bikes causing congestion and boarding/unboarding delays.

Bikes-on-board has created a document with excellent recommendations that fully address these issues:

[https://docs.google.com/document/d/17gAf5T2zkEgUIYK64vgzbuVDVLFkeSXBf88YT\\_pnMOY](https://docs.google.com/document/d/17gAf5T2zkEgUIYK64vgzbuVDVLFkeSXBf88YT_pnMOY)

Caltrain has been for years a great example of bike support, allowing a greater increase in mobility for all passengers and offering an environmentally sound solution to the last mile problem. Thanks for your support all these years and please keep Caltrain as one of the best bike supporting transit systems around!

Miguel Lopez Saenz  
San Francisco

**From:** [Seamans, Dora](#) on behalf of [Board \(@caltrain.com\)](#)  
**To:** [Drew Skau](#)  
**Cc:** [CalMod@caltrain.com](#); [Board \(@caltrain.com\)](#); [Caltrain, Bac \(@caltrain.com\)](#); [cacsecretary \[@caltrain.com\]](#); [Bikes on Board](#)  
**Subject:** RE: Bikes on Trains  
**Date:** Tuesday, May 21, 2019 11:07:36 AM

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Dear Drew – this is to confirm receipt and thank you for your thoughtful comments to the Board, et al.

Kind Regards,

Dora Seamans  
Executive Officer/District Secretary

**From:** Drew Skau <dwskau@gmail.com>  
**Sent:** Tuesday, May 21, 2019 10:20 AM  
**To:** CalMod@caltrain.com; Board (@caltrain.com) <BoardCaltrain@samtrans.com>; Caltrain, Bac (@caltrain.com) <BAC@caltrain.com>; cacsecretary [@caltrain.com] <jpbcacsecretary@samtrans.com>; Bikes on Board <bikesonboard@sonic.net>  
**Subject:** Bikes on Trains

Hi Caltrainers,

I've been following your plans for the new electrified train cars and bike spaces and I have some concerns about the direction you seem to be taking. It's critical that I have space on Caltrain for my bicycle, and it's important to me that there is seating for me within view of my bicycle. I know you are advocating for bike parking and bike rentals as solutions, however these aren't good options for me. I'm a tall person and bike rentals never fit me correctly, and I need my bike on both ends due to Caltrain's sparse scheduling.

In the morning, if I leave going southbound from South SF and want to get to Menlo Park, I have the following options (only once per hour, so bumps are intolerable):

SSF -> Palo Alto -> Bike to Menlo Park

SSF -> Transfer trains at Redwood City -> Menlo Park

Trains leaving SSF only occur once per hour, so if I miss that, I'm stuck for a bit, and my next best bet is:

Bike to San Bruno -> Menlo Park

If I've parked my bike at SSF or San Bruno, I definitely need to get back there to get my bike, but since I don't have my bike with me, I don't have the Palo Alto option any longer. This means I only have hourly trains again, and while I won't be bumped without a bike, I have to be ready at exactly the right time, or wait an hour. The schedule is so sparse for many stations that I'm sure other people end up with this same issue. Bringing a bike along is the best way to guarantee the necessary flexibility to make up for sparse scheduling.

Now, if the electrified trains are going to do away with the baby bullet or limited stop trains that create these sparse schedules, then bike parking becomes somewhat more tolerable, but I

still have the problem of the last few miles on either side of my train trip.

I have not been able to attend any of the public outreach meetings on this issue, but for me to continue riding Caltrain, it is imperative that I have reliable access to bring my bike on the train and sit within view of my bike.

Thanks,  
Drew

**From:** [Seamans, Dora](#) on behalf of [Board \(@caltrain.com\)](#)  
**To:** [Virginia Smedberg](#); [Board \(@caltrain.com\)](#)  
**Subject:** RE: bikes on Caltrain  
**Date:** Tuesday, May 21, 2019 8:06:21 AM

---

Dear Ms. Smedberg – this email is to confirm receipt and thank you for your thoughtful comments to the Board.

Kind Regards,

Dora Seamans  
Executive Officer/District Secretary

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**From:** Virginia Smedberg <virgviolin@hotmail.com>  
**Sent:** Monday, May 20, 2019 8:54 PM  
**To:** Board (@caltrain.com) <BoardCaltrain@samtrans.com>  
**Subject:** bikes on Caltrain

Dear Caltrain Board - I bring my bike on board to avoid parking hassles in San Francisco when I go to the opera. Getting left behind on the platform due to insufficient bike capacity means I don't get to the opera on time. Those opera tickets are expensive - I don't want to miss any of the music (and they don't let you in until intermission).

- Also I sometimes go to jobs - rehearsals or performances - the same way - and I need to arrive before they start, since I'm PLAYING my violin in those.
- I ask you to reject staff's proposed "new" bike-car layout because it will encourage bike theft and has fewer bike spaces than today.
- I insist that you keep your promise of the 8:1 ratio of seats-to-bike-spaces, that is, 84 bike spaces per seven-car electric train AND have at least one seat within view of two bike spaces (same as today).
- We bikers consider that seats near bikes are important to prevent train delays caused by congestion from standees guarding their bikes. If you aren't also a biker this may not be real to you - so please look through our eyes.
- I want to remind you of the many environmental, economic, and societal benefits of bikes on board. I'm not going to list them - you've seen them many times. Just recall what you've seen. It's worth doing!

And I trust you have seen this data from our perspective:

[https://docs.google.com/document/d/17gAf5T2zkEgUIYK64vgzbuvDVLfkeSXBf88YT\\_pnMOY/edit](https://docs.google.com/document/d/17gAf5T2zkEgUIYK64vgzbuvDVLfkeSXBf88YT_pnMOY/edit)

[Caltrain Public Workshop &](#)



## [Rebuttal to Staff Presentation - public - Google Docs](#)

When you use a browser, like Chrome, it saves some information from websites in its cache and cookies. Clearing them fixes certain problems, like loading or formatting issues on sites. In Chrome

[docs.google.com](https://docs.google.com)

We have been studying this seriously and for a long time - we are as concerned as you are to have efficient trains to move all passengers, including bikers and walkers. We understand the perspective of the bikers obviously in a different way than your staff, and I seriously recommend that you ask staff to really read, study, and understand our proposals - and that you board members at least skim through them so that you can question your staff to ensure they HAVE in fact understood them.

Whatever the final decisions, we will be living with them for a LONG time, so it is well worth thorough study now.

Sincerely,  
Virginia Smedberg  
Palo Alto (Cal Ave station most often)

**From:** [Seamans, Dora](#) on behalf of [Board \(@caltrain.com\)](#)  
**To:** [Jeffrey Allen; Board \(@caltrain.com\)](#)  
**Cc:** [CalMod@caltrain.com](#); [Caltrain, Bac \(@caltrain.com\)](#); [cacsecretary \[@caltrain.com\]](#); [bikesonboard@sonic.net](#)  
**Subject:** RE: Bikes on board  
**Date:** Monday, May 20, 2019 8:04:54 AM

---

Dear Mr. Allen – this email is to confirm receipt and thank you for your thoughtful comments to the Board.

Kind Regards,

Dora Seamans  
Executive Officer/District Secretary

-----Original Message-----

From: Jeffrey Allen <jhallen0@gmail.com>  
Sent: Sunday, May 19, 2019 6:17 PM  
To: Board (@caltrain.com) <BoardCaltrain@samtrans.com>  
Cc: CalMod@caltrain.com; Caltrain, Bac (@caltrain.com) <BAC@caltrain.com>; cacsecretary [@caltrain.com] <jpbcacsecretary@samtrans.com>; bikesonboard@sonic.net  
Subject: Bikes on board

Dear Caltrain Board,

Please keep your promise of the 8:1 ratio of seats-to-bike-spaces, that is, 84 bike spaces per seven-car electric train AND have at least one seat within view of two bike spaces!

Jeffrey Allen  
Commuter



**From:** [Seamans, Dora](#) on behalf of [Board \(@caltrain.com\)](#)  
**To:** [Bill Rupel](#); [Board \(@caltrain.com\)](#)  
**Cc:** [CalMod@caltrain.com](#); [Caltrain, Bac \(@caltrain.com\)](#); [cacsecretary \[@caltrain.com\]](#); [bikesonboard@sonic.net](#)  
**Subject:** RE: more bike capacity  
**Date:** Monday, May 20, 2019 8:04:39 AM

---

Dear Mr. Rupel – this email is to confirm receipt and thank you for your thoughtful comments to the Board.

Kind Regards,

Dora Seamans  
Executive Officer/District Secretary

**From:** Bill Rupel <arduous573@gmail.com>  
**Sent:** Sunday, May 19, 2019 4:29 PM  
**To:** Board (@caltrain.com) <BoardCaltrain@samtrans.com>  
**Cc:** CalMod@caltrain.com; Caltrain, Bac (@caltrain.com) <BAC@caltrain.com>; cacsecretary [@caltrain.com] <jpbcacsecretary@samtrans.com>; bikesonboard@sonic.net  
**Subject:** more bike capacity

To Whom It May Concern,

Please increase the bike capacity on the new electric trains. Myself and my family commute by train and bike and the space and ability to see your bike when you sit are very important.

Thank you, Bill Rupel

**From:** [Seamans, Dora](#) on behalf of [Board \(@caltrain.com\)](#)  
**To:** [moorecm@yahoo.com](mailto:moorecm@yahoo.com); [Board \(@caltrain.com\)](#)  
**Cc:** [CalMod@caltrain.com](mailto:CalMod@caltrain.com); [Caltrain, Bac \(@caltrain.com\)](#); [cacsecretary \[@caltrain.com\]](mailto:cacsecretary [@caltrain.com]); [bikesonboard@sonic.net](mailto:bikesonboard@sonic.net)  
**Subject:** RE: Bike theft  
**Date:** Monday, May 20, 2019 8:04:19 AM

---

Dear Ms. Moore – this email is to confirm receipt and thank you for your thoughtful comments to the Board.

Kind Regards,

Dora Seamans  
Executive Officer/District Secretary

**From:** charlotte moore <moorecm@yahoo.com>  
**Sent:** Sunday, May 19, 2019 11:30 AM  
**To:** Board (@caltrain.com) <BoardCaltrain@samtrans.com>  
**Cc:** CalMod@caltrain.com; Caltrain, Bac (@caltrain.com) <BAC@caltrain.com>; cacsecretary [@caltrain.com] <jpbccacsecretary@samtrans.com>; bikesonboard@sonic.net  
**Subject:** Bike theft

Please consider alternate proposals to the 'bike car's. The design needs to prevent theft, not make it easy! Please use common sense and support a proposal that will work!!

[Sent from Yahoo Mail on Android](#)

**From:** [Seamans, Dora](#) on behalf of [Board \(@caltrain.com\)](#)  
**To:** [Carol Fan](#); [Board \(@caltrain.com\)](#)  
**Cc:** [CalMod@caltrain.com](#); [Caltrain, Bac \(@caltrain.com\)](#); [cacsecretary \[@caltrain.com\]](#); [bikesonboard@sonic.net](#)  
**Subject:** RE: More bike capacity and seats on bike cars please!  
**Date:** Monday, May 20, 2019 8:03:41 AM

---

Dear Ms. Fan – this email is to confirm receipt and thank you for your thoughtful comments to the Board.

Kind Regards,

Dora Seamans  
Executive Officer/District Secretary

-----Original Message-----

From: Carol Fan <[cefan\\_2000@yahoo.com](mailto:cefan_2000@yahoo.com)>  
Sent: Friday, May 17, 2019 8:14 PM  
To: Board (@caltrain.com) <[BoardCaltrain@samtrans.com](mailto:BoardCaltrain@samtrans.com)>  
Cc: [CalMod@caltrain.com](mailto:CalMod@caltrain.com); [Caltrain, Bac \(@caltrain.com\) <BAC@caltrain.com>](mailto:Caltrain, Bac (@caltrain.com) <BAC@caltrain.com>); [cacsecretary \[@caltrain.com\] <jpbcacsecretary@samtrans.com>](mailto:cacsecretary [@caltrain.com] <jpbcacsecretary@samtrans.com>); [bikesonboard@sonic.net](mailto:bikesonboard@sonic.net)  
Subject: More bike capacity and seats on bike cars please!

The proposed plans do not seem to have as much bike capacity and do not have many seats next to bikes.

There are many times when I have been bumped due to lack of bike capacity. This is an opportunity to improve the situation for bikes and reduce the congestion over all.

Thanks,

Carol

**From:** [Seamans, Dora](#) on behalf of [Board \(@caltrain.com\)](#)  
**To:** [Matt Kurzrock](#); [Board \(@caltrain.com\)](#)  
**Cc:** [CalMod@caltrain.com](#); [Caltrain, Bac \(@caltrain.com\)](#); [cacsecretary \[@caltrain.com\]](#); [bikesonboard@sonic.net](#)  
**Subject:** RE: Please improve the proposed offering.  
**Date:** Monday, May 20, 2019 8:03:20 AM

---

Dear Mr. Kurzrock – this email is to confirm receipt and thank you for your thoughtful comments to the Board.

Kind Regards,

Dora Seamans  
Executive Officer/District Secretary

---

**From:** Matt Kurzrock <[mattkurzrock@gmail.com](mailto:mattkurzrock@gmail.com)>  
**Sent:** Friday, May 17, 2019 3:41 PM  
**To:** Board (@caltrain.com) <[BoardCaltrain@samtrans.com](mailto:BoardCaltrain@samtrans.com)>  
**Cc:** [CalMod@caltrain.com](mailto:CalMod@caltrain.com); [Caltrain, Bac \(@caltrain.com\) <BAC@caltrain.com>](mailto:Caltrain, Bac (@caltrain.com) <BAC@caltrain.com>); [cacsecretary \[@caltrain.com\] <jpbccacsecretary@samtrans.com>](mailto:cacsecretary [@caltrain.com] <jpbccacsecretary@samtrans.com>); [bikesonboard@sonic.net](mailto:bikesonboard@sonic.net)  
**Subject:** Please improve the proposed offering.

Sirs:

We need improvements.

Please improve the proposed offerings to exceed what is now running.

We need to see our bicycles & trikes & not be left on the platforms.

Cyclists are good for our environment, economy, etc.

Please do better.

Anything worth doing is worth doing well.

Safe travels to all, be healthy, well, staying accident free.

With Cheers, All Things Good,

Sincerely,

Matt & Carol

Dr. Matthias D. Kurzrock  
◇ 2673 Cassandra Court, Walnut Creek, CA 94598-4459  
◇ 925-465-4611; Facsimile, Fax: 925-465-4611  
◇ Mobile: 925-330-4568

**From:** [Seamans, Dora](#) on behalf of [Board \(@caltrain.com\)](#)  
**To:** [Rich Schwerin](#); [Board \(@caltrain.com\)](#)  
**Cc:** [CalMod@caltrain.com](#); [Caltrain, Bac \(@caltrain.com\)](#); [cacsecretary \[@caltrain.com\]](#); [bikesonboard@sonic.net](#)  
**Subject:** RE: Reject staff's proposed "new" bike-car layout  
**Date:** Monday, May 20, 2019 8:02:37 AM

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Dear Mr. Schwerin – this email is to confirm receipt and thank you for your thoughtful comments to the Board.

Kind Regards,

Dora Seamans  
Executive Officer/District Secretary

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**From:** Rich Schwerin <[rich\\_schwerin@hotmail.com](mailto:rich_schwerin@hotmail.com)>  
**Sent:** Friday, May 17, 2019 1:50 PM  
**To:** Board (@caltrain.com) <[BoardCaltrain@samtrans.com](mailto:BoardCaltrain@samtrans.com)>  
**Cc:** [CalMod@caltrain.com](mailto:CalMod@caltrain.com); [Caltrain, Bac \(@caltrain.com\) <BAC@caltrain.com>](mailto:Caltrain, Bac (@caltrain.com) <BAC@caltrain.com>); [cacsecretary \[@caltrain.com\] <jpbcacsecretary@samtrans.com>](mailto:cacsecretary [@caltrain.com] <jpbcacsecretary@samtrans.com>); [bikesonboard@sonic.net](mailto:bikesonboard@sonic.net); Rich Schwerin <[rich\\_schwerin@hotmail.com](mailto:rich_schwerin@hotmail.com)>  
**Subject:** Reject staff's proposed "new" bike-car layout

Hello Caltrain Board,

I'm a San Carlos resident and multi-modal commuter who takes his bike on Caltrain to work in SF four days a week.

- The staff's proposed "new" bike-car layout has fewer bike spaces than today and that's a bad idea - there will be MORE bikes in the future, not less.
- **I urge you to reject the staff's proposed layout** as not only does it have fewer spaces, it increases the risk of bike theft.
- **Please keep your promise of an 8:1 seats-to-bike-spaces ratio**, that is 84 bike spaces per seven-car electric train and please have at least one seat within view of two bike spaces (same as today).
- As you know, seats near bikes are important to mitigate train delays caused by congestion, and help prevent theft.

Thanks for your support of bikes on Caltrain, and the extensive environmental, economic, and societal benefits of this program.

Sincerely,  
Rich Schwerin  
San Carlos  
[rich\\_schwerin@hotmail.com](mailto:rich_schwerin@hotmail.com)

**From:** [Seamans, Dora](#) on behalf of [Board \(@caltrain.com\)](#)  
**To:** [Sean McFeely](#); [Board \(@caltrain.com\)](#)  
**Cc:** [bikesonboard@sonic.net](mailto:bikesonboard@sonic.net)  
**Subject:** RE: Caltrain Bike Cars  
**Date:** Monday, May 20, 2019 8:01:49 AM

---

Dear Mr. McFeely – this email is to confirm receipt and thank you for your thoughtful comments to the Board.

Kind Regards,

Dora Seamans  
Executive Officer/District Secretary

---

**From:** Sean McFeely <[smcfeely@pacbell.net](mailto:smcfeely@pacbell.net)>  
**Sent:** Friday, May 17, 2019 1:37 PM  
**To:** Board (@caltrain.com) <[BoardCaltrain@samtrans.com](mailto:BoardCaltrain@samtrans.com)>  
**Cc:** [bikesonboard@sonic.net](mailto:bikesonboard@sonic.net)  
**Subject:** Caltrain Bike Cars

I ask the Joint Powers Board to honor its commitment to the public for 8:1 seats-to-bike-spaces (84 bikes per seven-car electric train) and provide seats within view of bikes to deter bike theft. The board must override the staff's horrifically faulty recommendation. Bikes on Board has consistently provided significantly better alternatives that Caltrain staff refuse to acknowledge.

1. Caltrain staff repeatedly propose layouts with reduced bike capacity from current levels. If current levels are insufficient for riders today, why does Caltrain propose reducing the capacity. Bikes are critical to first and last mile connections. Eliminating bumping riders should be a Caltrain priority, goal and value.
2. Caltrain staff repeatedly proposes layouts with little to no seats within view of the bikes. This only encourages bike theft and is an absolute shame. Eliminating property crime on Caltrain property should be a caltrain priority, goal and value.
3. Caltrain staff repeatedly propose consolidating bikes into a few cars. This causes significant congestion and ultimately increases station dwell time causing delays. The train cannot leave if a single car is still loading. Spreading the bikes evenly across the train provides a better experience for riders and reduces transit times.

Caltrain must do better! JPB must keep its promise of 8:1 ratio of seats-to-bikes and have at least 1 within view of every 2 bike spaces (same as today)!

Sean McFeely

**From:** [Seamans, Dora](#) on behalf of [Board \(@caltrain.com\)](#)  
**To:** [laura celio](#); [Board \(@caltrain.com\)](#)  
**Cc:** [Caltrain, Bac \(@caltrain.com\)](#); [bikesonboard@sonic.net](#); [cacsecretary \[@caltrain.com\]](#); [CalMod@caltrain.com](#)  
**Subject:** RE: Please improve bike cars in new layout  
**Date:** Monday, May 20, 2019 8:01:10 AM

---

Dear Ms. Celio – this email is to confirm receipt and thank you for your thoughtful comments to the Board.

Kind Regards,

Dora Seamans  
Executive Officer/District Secretary

**From:** laura celio <lauracelio@gmail.com>  
**Sent:** Friday, May 17, 2019 12:53 PM  
**To:** Board (@caltrain.com) <BoardCaltrain@samtrans.com>  
**Cc:** Caltrain, Bac (@caltrain.com) <BAC@caltrain.com>; [bikesonboard@sonic.net](#); [cacsecretary \[@caltrain.com\]](#) <[jpbcacsecretary@samtrans.com](#)>; [CalMod@caltrain.com](#)  
**Subject:** Please improve bike cars in new layout

Dear caltrain board,

I bring my bike on board 5 days a week as I require it for last mile connection to and from both my northern and southern stations. Getting left behind on the platform due to insufficient bike capacity is stressful, frustrating and my highest reason to stop using caltrain. While less frustrating, it's still stressful to not be able to sit in the car and observe my bike, both to deter theft as well as to ensure other bikes stack in proper order and avoid congestion when alighting.

Please reject the staff's proposed "new" bike-car layout - it will encourage bike theft and has fewer bike spaces than today. As a daily caltrain user I implore you to keep your promise of the 8:1 ratio of seats-to-bike-spaces, that is, 84 bike spaces per seven-car electric train AND have at least one seat within view of two bike spaces (same as today). Seats near bikes are important to prevent train delays caused by congestion from standees guarding their bikes. Last mile connection riders have many environmental, economic, and societal benefits. Please don't take a step backward with your bikes on board policy. I ask you to ensure all riders, cyclists included, are considered in the new layout.

Thanks,  
Laura

**From:** [Rex Kerr](#)  
**To:** [Board \(@caltrain.com\)](mailto:Board@caltrain.com)  
**Subject:** Fare violation system does not meet "efficient and fair" goals  
**Date:** Friday, May 17, 2019 4:42:08 PM

---

Dear Peninsula Corridor Joint Powers Board,

According to Ordinance 2, Section 1.01(d)3, passed by the Board on 2018-01-04, a goal of the rules and enforcement procedures is to "identify, deter and penalize fare evasion in a timely, efficient and fair manner".

The current procedures as written, and as implemented by Transit America Services, Inc (TASI) staff on behalf of Caltrain, fail to meet these goals. I will describe the problems below, and I would like to hear your plans to rectify the situation to better achieve these goals.

As a background, Caltrain currently accepts (at least) four types of fare:

- (1) Paper tickets, purchased on the day of travel, with destinations and type (trip or daily) specified and the time of purchase;
- (2) Clipper-purchased tickets, activated by tagging on at the departure station for the maximum possible price, with the difference from the actual price credited back if the rider tags off at the destination station;
- (3) Clipper-coordinated monthly passes, activated by tagging on multiple times at the departure station of the first travel at the month (the card must be re-tagged until (i) the pass is activated and (ii) the single-trip travel fare, which is also applied, is refunded in full); no further action is necessary until the next month, and the full month's fare cost is subtracted regardless of when the pass is activated;
- (4) Mobile app-purchased tickets that are approximately equivalent to the paper tickets, with the same options and limitations, except digital

The language of the Ordinance is written from the perspective of attempting to catch intentional fare evasion: riders who intentionally avoid paying. However, the Clipper system in particular provides multiple opportunities for error, and provides no convenient way for the rider to prove to themselves that they have in fact paid. The monthly pass is worst of all in this regard, as it requires multiple tags, and only once, and never again, indicates that the pass has been activated. Thus, in order to conduct operations in a "timely, efficient and fair manner", a distinction should be made between intentional and systematic fare evasion (which can be strongly deterred), and accidents which can be somewhat reduced by increasing the burden on riders but will continue regardless of penalties.

There are two possible ways to reduce the burden on riders while still penalizing fare evasion. One is to improve the payment system, which could charitably be described as quaint, so that unintentional errors are reduced to negligible levels. These include measures such as

- (1) powered proximity sensors on the train doors that automatically read cards as a backup to the pass
- (2) integration of Caltrain and Clipper web apps to auto-pay based on GPS location
- (3) monthly passes that don't need any tagging at all to activate because obviously you wouldn't buy one if you didn't want to use it

The second way is to build flexibility into the enforcement system. However, from what I have witnessed with other riders and personally experienced, the present enforcement has no



flexibility: if any problem appears, a ticket is written. (I was told point-blank by staff that they should NOT check my monthly pass as if I didn't have one they would write me a ticket even though I approached the staff to be checked (I was worried about anomalies during monthly tagging); it turns out I did have a pass, but this is ridiculous.) Although an appeals process exists, if the initial review of a ticket is denied, no actionable information is included to indicate whether it makes any sense to request a hearing.

Thus, as it stands, Caltrain is adding significant burden to its riders by implementing a "proof of payment" system without enabling its riders to prove to themselves they have paid, thus encouraging mistakes. This adds cost and inconvenience to riders while Caltrain gains financially. This is exploiting, not serving your patrons.

There are many challenges in operating a public transit system, and the system if run well is of great value to the communities it serves. However, the implementation of Ordinance 2 is failing to meet the goals it espouses, and further attention is needed.

Please let me know if the Board has any plans to improve the situation or will consider developing them. If the answer is affirmative, then I eagerly await the implementation and will check back in an appropriate amount of time to check on progress. However, if the answer is negative, or I do not receive an answer, then I will find other avenues to motivate improvements, as I feel strongly that the existing system is close to shameful and I would like to have pride in the infrastructure of my community.

Thank you for your attention.

Sincerely,  
Rex Kerr

P.S. You may have surmised that I recently received a ticket, probably relating to a monthly pass. You would be correct. This letter is not an appeal. The dollar amount of the fine is not a serious concern for me and I've paid it. But I have seen too many other riders adversely affected, and I am tired of feeling anxiety whenever the train staff has scanners out despite having done everything correctly as far as I can tell (because I cannot actually easily tell that it worked). The process needs to be fixed.

**From:** [Seamans, Dora](#) on behalf of [Board \(@caltrain.com\)](#)  
**To:** [Adina Levin](#)  
**Cc:** [Board \(@caltrain.com\)](#)  
**Subject:** RE: Ballot measure comments  
**Date:** Thursday, May 16, 2019 9:52:51 AM

---

Dear Ms. Levin – this email is to confirm receipt and thank you for your thoughtful comments, staff will keep them in mind as discussions continue on this important topic.

Kind Regards,

Dora Seamans  
Executive Officer/District Secretary

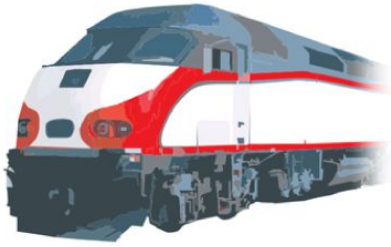
**From:** Adina Levin <adina.levin@friendsofcaltrain.com>  
**Sent:** Wednesday, May 15, 2019 12:35 PM  
**To:** Board (@caltrain.com) <BoardCaltrain@samtrans.com>  
**Subject:** Ballot measure comments

Dear board members and staff,

This letter is in follow up to public comments at the last board meeting regarding the polling for a tax to provide stable funding for Caltrain.

Thank you for your consideration,

- Adina  
Adina Levin  
Friends of Caltrain  
<http://greencaltrain.com>  
650-646-4344



# FRIENDS OF CALTRAIN

To: Caltrain board and staff  
Re: Caltrain ballot measure  
Date: May 15, 2019

Honorable board members,

This letter is in follow up to public comments at the last board meeting regarding the polling for a tax to provide stable funding for Caltrain.

The mission of Friends of Caltrain is to support stable funding for Caltrain and successful modernization, to enabling Caltrain to serve as a part of a well-integrated regional transit network, accessible to all. Supporting stable funding is in our mission statement.

The polling indicates that results of a ballot measure are highly sensitive to a strong campaign and the expenditure plan.

The negative messages that suppressed results included concerns about the cost of living, and concern about employers paying their fair share. Voters may want to see that if the mechanism is a sales tax, that the money will be used to make Caltrain affordable and accessible to lower-income people. Caltrain's earned reputation is a service that is used largely by higher-income people, with average rider income around \$130,000.

It seems valuable and important for the expenditure plan and the policies supporting the measure to include affordable fares and other measures improving access to people across the income spectrum, such as transfer discounts, first-last mile connections, service hours supporting non-white-collar jobs, affordable housing near transit.

*It would be helpful to poll-test a variety of equity messages, policies, and expenditures to see how they may improve poll results.*

Regarding voter concern about a regressive sales tax – unfortunately, a sales tax is the only measure that is authorized on the ballot. To address voter concern about companies paying their share, would it be feasible to pursue public private partnerships in parallel, along the lines of the well-received corporate initiative to provide funding for affordable housing. For example, major employers who benefit from increased Caltrain capacity and speed could contribute substantially to the cost of lengthening Caltrain platforms and implementing level boarding at the stations they benefit from. Good

publicity for such win/win partnerships could help improve perception that companies are paying their fare share.

Regarding the expenditure plan, the poll showed that congestion relief and increased transit capacity are important to voters; in addition, voters value the idea of connecting the Downtown Extension and much better regional and local rail and bus transit connections. On the other hand, the lowest level of support showed in the poll was for using the money to rebate San Francisco, SamTrans, and VTA and exempt them from their obligations to contribute to Caltrain.

*These points are important to consider for the expenditure plan: voters are clear that they want this tax to provide new value for better transit and congestion relief.*

Last but not least, as many of you know, Friends of Caltrain participated in coalition with TEAMC in San Mateo County to do grassroots outreach in strong support for San Mateo County Measure W, which passed narrowly by 500 votes. In coalition with a variety of partners in all 3 counties in the corridor, we contributed to mobilizing over 100 volunteers who reached tens of thousands of voters to help pass Measure W and decisively defeat Prop 6 in the Bay Area. In previous years we worked in coalition to support Santa Clara County Measure B.

Our coalition partners strongly value sustainable transportation and social equity. They will be motivated to put similar effort into a ballot measure for Caltrain if it has strong provisions to provide better, more integrated, more affordable transit, with policies to make the service accessible to all.

Thank you for your consideration,

Adina

A handwritten signature in black ink, appearing to be 'Adina', with a long horizontal flourish extending to the right.

Adina Levin  
Executive Director  
Friends of Caltrain  
<http://greencaltrain.com>  
650-646-4344

**From:** [Seamans, Dora](#) on behalf of [Board \(@caltrain.com\)](#)  
**To:** [hoikm4+39ojnct4tsxn4@guerrillamail.com](#)  
**Cc:** [Board \(@caltrain.com\)](#)  
**Subject:** RE: compete better against bart improve baby bullet service  
**Date:** Tuesday, May 14, 2019 2:57:53 PM

---

Hello - this is to confirm receipt of your three emails to the Board.

Thank you for your comments.

Kind Regards,

Dora Seamans  
Executive Officer/District Secretary

-----Original Message-----

From: [hoikm4+39ojnct4tsxn4@guerrillamail.com](#) <[hoikm4+39ojnct4tsxn4@guerrillamail.com](#)>  
Sent: Sunday, May 12, 2019 10:50 AM  
To: [Board \(@caltrain.com\)](#) <[BoardCaltrain@samtrans.com](#)>  
Subject: compete better against bart improve baby bullet service

will not waste money on stamps improve your baby bullet service extend all trains to gilroy after diridon so will continue to see these requests submits start the service improvement before october 2019 more people will go to gilroy

as bart gets closer october 2019 start extending all baby bullet trains to gilroy more people need to travel to that city the vta bus route is not the answer and will hear more you need to compete better against bart make all of the express train baby bullet trains from diridon to gilroy all of the trains need to stop at three more stations out of the five make all baby bullet trains stop at gilroy not diridon gilroy is going to be the more transit options over people traveling to san francisco more people will be going there

contact at that email you will get more letters and emails before october make the baby bullets train stop at gilroy more people from light rail, bus routes, bart look into doing this before october

capitol, blossom hill, morgan hill, gilroy stop at these four stations after diridon

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Block or report abuse: <https://www.guerrillamail.com//abuse/?a=Q051FwkgQLUZnBy1%2BXBRcRvK>

**From:** [Seamans, Dora](#) on behalf of [Board \(@caltrain.com\)](#)  
**To:** [Duane Takahashi](#)  
**Cc:** [Board \(@caltrain.com\)](#)  
**Subject:** RE: Sell the air rights to the tracks to pay for burying the Caltrain tracks  
**Date:** Friday, May 10, 2019 9:37:22 AM

---

Dear Mr. Takahashi – thank you for your feedback. Our Business Plan is taking a comprehensive look at what infrastructure will be needed to support and fund expanded Caltrain service. This includes assessing how Caltrain owned property and development opportunities can be used to support the needed investment. More information will be available this summer and more information is available online at <https://www.caltrain2040.org/>

Regards,

Dora Seamans, MPA, CMC  
Executive Officer/District Secretary  
SamTrans, Executive Administration  
1250 San Carlos Ave  
San Carlos, CA 94070  
Tel: 650-508-6242  
[Seamansd@samtrans.com](mailto:Seamansd@samtrans.com)

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**From:** Duane Takahashi <tduane@yahoo.com>  
**Sent:** Thursday, May 9, 2019 7:56 AM  
**To:** Board (@caltrain.com) <BoardCaltrain@samtrans.com>  
**Subject:** Sell the air rights to the tracks to pay for burying the Caltrain tracks

Dear Joint Powers Authority Board:

Has anyone brought up the idea of selling the air rights to the Caltrain tracks to pay for an SJ to SF tunnel? (This is how they paid for tunneling the tracks going into NYC's Grand Central Terminal.)

You could also increase the number of bores and charge BART and the bullet train for passage express rights.

Regards,  
Duane

**From:** [Seamans, Dora](#)  
**To:** [Board \(@caltrain.com\)](#)  
**Subject:** FW: Better electric train layout for bike  
**Date:** Friday, May 10, 2019 8:10:54 AM

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**From:** Seamans, Dora **On Behalf Of** Board (@caltrain.com)  
**Sent:** Friday, May 10, 2019 8:10 AM  
**To:** 'cando2\_la@yahoo.com' <cando2\_la@yahoo.com>  
**Subject:** RE: Better electric train layout for bike

Dear Frank - Thank you for your feedback, and for making a bike and Caltrain part of your commute. Bikes are an excellent first and last mile solution, and riders who use their bikes to access Caltrain reduce pollution, relieve congestion, and help promote healthy, active transportation.

Caltrain currently has one of the most extensive onboard bicycle programs among passenger railroads in the nation. In 2015, after a two-year outreach effort that included public meetings, multiple surveys, station outreach, and over 10,000 comments; and then in 2017, after 56 meetings, surveys, and station events; staff heard from the bicycle community that maximizing bicycle capacity on the electric trains was of the utmost importance. Thus, the Electrification Project brings a [17% increase in onboard bike capacity](#).

Caltrain was recently awarded state funds allowing for the expansion of the electric fleet from 16 six-car trainsets to 19 seven-car trainsets. In response to the bike community's request to have additional seats next to bikes on the electric trains, a public process will occur this spring regarding possible interior configuration of the cars.

As our riders know, Caltrain is extremely busy during commute times, with some of the trains at 140% capacity. [Future ridership growth projections](#) show demand continuing to grow and Caltrain is working to identify opportunities and strategies to meet the needs of the corridor with the development of a [Business Plan](#).

While in the past Caltrain was able to remove excess seats to provide more onboard space for bikes, the landscape has drastically changed with ridership nearly doubling since the beginning of this decade. Space at the stations is more abundant than onboard, and there is now a greater ability to serve people with bikes at stations. The current bike parking options leave a lot to be desired but huge advances in bike sharing, electronic lockers, and controlled access bike parking facilities can provide great options for many people who want to use a bike and Caltrain. Caltrain has designated more than \$3.5M to make vast bike parking improvements at the stations; and recently, a [full-time station access planner](#) was hired to implement [Caltrain's Bike Parking Management Plan](#) and improve bike access.

In addition, in January 2018, Caltrain created a bike security task force to explore and implement possible improvements to the bike program. An update on its process and progress was given to the Caltrain Bicycle Advisory Committee in September and can be seen [here](#).

Again, we thank you for taking the time to send us your thoughts. Your feedback is valuable, and Caltrain is eager to improve service for all its riders.

Regards,

**From:** [cando2\\_la@yahoo.com](mailto:cando2_la@yahoo.com)  
**To:** [Board \(@caltrain.com\)](mailto:Board (@caltrain.com)); [bikeonboard@sonic.net](mailto:bikeonboard@sonic.net)  
**Subject:** Better electric train layout for bike  
**Date:** Thursday, May 9, 2019 10:47:28 PM

---

Honorable Caltrain Board Members:

I am respectfully requesting your support for a better electric train layout for bike. I am a daily Caltrain rider with a bike from Hillsdale station to San Francisco. A bike friendly Caltrain makes my daily commute possible without a car. Thank you.

Respectfully,

Frank  
A San Francisco Bike Coalition Member

[Sent from Yahoo Mail for iPhone](#)



**From:** [Nick George](#)  
**To:** [Board \(@caltrain.com\)](#)  
**Cc:** [Gumpal, Cindy](#)  
**Subject:** Re: San Jose Homeless Camp - Possibly on Caltrain Property  
**Date:** Tuesday, May 7, 2019 11:49:16 AM  
**Attachments:** [image002.png](#)

---

Thank you for the update!

Nick

On Tue, May 7, 2019 at 11:30 AM Board ([@caltrain.com](#)) <[BoardCaltrain@samtrans.com](#)> wrote:

Dear Mr. George,

This email is to confirm receipt and to let you know that staff will visit this location to investigate.

Kind Regards,

Dora

Dora Seamans, MPA, CMC

Executive Officer/District Secretary

SamTrans, Executive Administration

1250 San Carlos Ave

San Carlos, CA 94070

Tel: 650-508-6242

[Seamansd@samtrans.com](#)

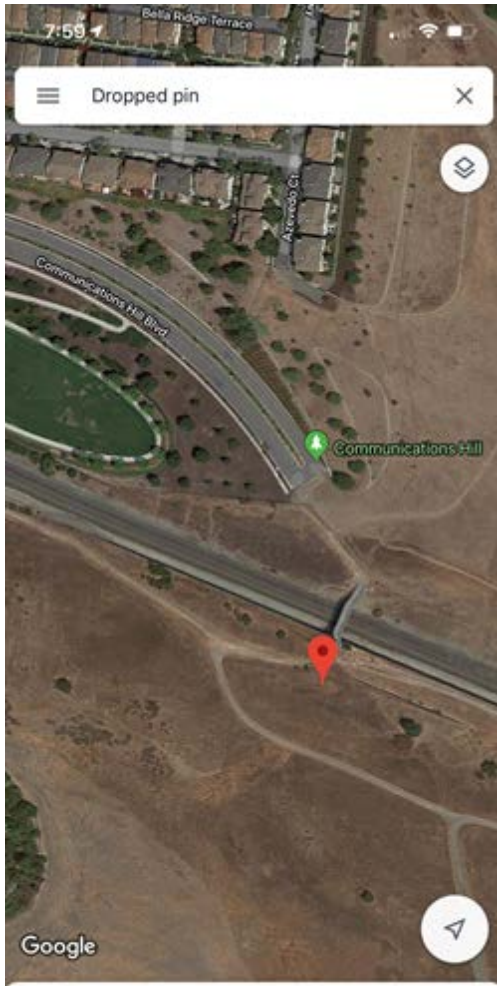
**From:** Nick George <[nickrgeorge@gmail.com](#)>

**Sent:** Sunday, May 5, 2019 8:06 PM

**To:** Board ([@caltrain.com](#)) <[BoardCaltrain@samtrans.com](#)>

**Subject:** San Jose Homeless Camp - Possibly on Caltrain Property

There is a homeless camp on what appears to be Caltrain property that has been growing in size for at least the past 4 months. It's located on the south side of the tracks in San Jose, near the end of Communications Hill Blvd, south of Curtner Ave (see red pin on map below). My neighborhood group has been reporting this to the city for weeks and they finally have said that it is not their problem since it isn't city property. It's a major eyesore near an expensive neighborhood and also a major fire risk with the upcoming dry months. Please have your crews check out the location.



**Dropped pin**  
Near Communications Hill, San Jose, CA  
9 min



**From:** [David Edwards](#)  
**To:** [Caltrain, Bac \(@caltrain.com\)](#)  
**Cc:** [Mccauley, Ryan](#); [Board \(@caltrain.com\)](#); [CalMod@caltrain.com](#); [cacsecretary \[ @caltrain.com \]](#); [bikesonboard@sonic.net](#)  
**Subject:** Re: Caltrain EMU Layout proposals  
**Date:** Saturday, April 27, 2019 3:33:12 PM

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Hi Lori,

Thank you for writing back.

One of the issues with the April 17th workshop was only a maximum of three cars were considered for bike capacity. Myself and several other riders would like for there to be bike capacity on all cars on the new trains - even if only 2-3 cars are labeled as 'bike cars' - because it would likely help reduce dwell time at stations as bike onloading/offloading would be able to proceed from double the number of doors, and would potentially decrease the distance a biker needs to run if a car is full. This is the system BART uses, and seems to work well for their trains.

That's great to hear that a peninsula bikeshate is being reviewed. In the meantime I hope there are plans for more keyed lockers; from what I see on your site, [http://www.caltrain.com/riderinfo/Bicycles/Bike\\_Parking\\_Options\\_By\\_Station.html](http://www.caltrain.com/riderinfo/Bicycles/Bike_Parking_Options_By_Station.html) , 100% of the keyed lockers are consumed and have been for all the time I've been using the system. They seem to be popular with good reason.

Thanks,  
Dave

**From:** [giuliano.carlini](mailto:giuliano.carlini@caltrain.com)  
**To:** [Board \(@caltrain.com\)](mailto:Board@caltrain.com)  
**Subject:** car layout  
**Date:** Saturday, April 27, 2019 12:35:00 AM

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Hey all,

Thank y'all again for all you're doing to make the SF bay a better place, by making its transportation infrastructure so much better. The change to electric trains will mean we can move more folks, more often, reducing traffic, and improving the environment.

What could be better ...

... well, the proposed Caltrain, on train, bike access. Reduce the seated passenger capacity by 1% generates a host of benefits ...

Staff's proposed car layout is a significant step down for Caltrain's support of cycling. You need to be making it easier to cycle, not harder. Bikes and trains are natural allies. Too many folks use cars to get to Caltrain. Look at any Caltrain parking lot. That's a lot of land and infrastructure and Caltrain dollars being used on cars. Caltrain is investing way too much money subsidizing cars. Heck passengers are spending way too much money on their Cars. Better support for bringing bikes onto trains is better for Caltrain and its passengers.

Now, I understand why folks take cars to Caltrain. Unless you live within a mile of a station, you really can't walk to the station.

And now think of all the folks who have that issue on both sides of their train commute. On the other side they'll take a taxi or uber. Another car trip. Or the bus, another inconvenience coordinating schedules, and typically another CO2 emitting trip, with high subsidies. And now think of the folks who won't take the train at all cause it's too big a hassle.

But, folks can bike to and from the station. Bikes are the solution to the mixed mode transportation problem. They are even more flexible than cars, as I can use differing start and end stations on both sides of my trip. I can get on close to home and alight close to work so I don't have to worry about sweating. On the way home I can ride a few miles to get a bit more exercise, getting on at a different station than I got off at in the morning. And I can get off at yet a different one, and run a few errands on the way home. Or, go visit my sister. Or, get together with friends. All things I could not do if I left my car or bike at the station in the morning.

Making it easy and safe to bring your bike on the train makes all that possible, and fixes the concerns folks have with riding their bikes to the train. Easy and safe means being able to keep your eyes on your bike. And that means bike storage on every car.

I've heard that staff argues against this, saying that it significantly reduces capacity. And that the retrofit costs are in the 10's of thousands of dollars. I get that we nothing is black and white, that we

have to balance competing concerns. So, let's talk about that balance.

I just saw some proposed layouts. Staffs 7 car layout can carry something like 667 riders. On the other hand, with a layout with 12 bikes per car, the capacity is something like 660. About 1% fewer riders. For much of the day, that's neither here nor there, the trains are not at capacity. When they are capacity, it means another 7 folks standing. While I've often seen cyclists bumped, I've yet to ever see a non cyclist bumped. 7 more folks standing is a tiny cost. Now amortize those impacted during rush hours over the whole day, and the cost is a fraction of 1%.

And what are the benefits? More folks using the train. More folks out of their cars. Fewer cars on the road. Less Caltrain infrastructure needed to support cars. Fewer Caltrain dollars spent subsidizing cars. Fewer state subsidizes on cars, and fewer passenger dollars spend on their cars. More folks getting a healthy ride to and from the train. Longer lives, with those extra years in better health, and not house bound or even bed ridden. More folks who can decompress riding instead of driving. More cars off the streets, making life better for those who really do have to drive from time to time.

Oh, and everything about the above "us vs them" framing, I reject. This shouldn't be an "us vs them" thing. It should be about "us and us". We all want and need to use the train. Let's spend less time dividing ourselves, and more time making Caltrain work for us all. For example, if capacity is the issue at rush hour, lets run trains more often, perhaps with shorter trains when we do so. Let's increase capacity, not divide the community, and then reduce one segments ridership.

Okay, so what about the retrofit argument? I'm sorry, but how the heck does it cost \$50,000 to replace a few seats with a few bike racks? That just makes no sense. I've heard that staff is counting the cost as fully replacing a car. That would seem an outlandish claim. I sure hope it isn't true. But it's the only thing that seems to likely when I hear a cost of \$50,000.

And, I doubt we'll be seeing bike racks removed and replaced with seats. More likely it's going to be the other way round. In my 10+ years riding bikes on caltrain, I've only noticed more folks riding, and bringing their bikes on, not fewer. Count me among them. I was an occasional Caltrain rider before that. Once I learned I could bring my bike on board, I gradually shifted my mode of transport out of my car, and to riding and bringing my bike on board. For the past 5 years daily. A few years ago my son graduated from school. He now bikes and rides the train. Last year he got married. His wife now bikes and rides the train. An ex boss of mine does. As do a few ex coworkers. And at least one of their partners. 10 years ago almost all of them were in cars (excepting my son, who went straight from being too young to drive, to using bike and train, and his wife who went from relying on others, to being able to get to her job in the city daily on bike and train).

A couple of final points.

This isn't a crazy bike rider anti car thing. While most weekdays I walk, ride, and take the train, on most weekends I do some driving. Yep, sometimes driving makes the most sense. I just try and use the mode that

makes the most sense for each segment of each trip. Sometimes I even choose to drive because I just don't feel like cycling that trip. Yeah, there are a few highly visible (and audible) cycling only wingnuts. But the vast, vast, majority of cyclists are drivers and pedestrians too. We just want to cycle more and drive less, and I sure hope Caltrain will do more to encourage that, and not go backwards. If it does that, if it pushes us off the train, it also pushes us off our bikes, and back into our cars.

And, my last point is on leadership: long ago I was on my kid's public school board. I get that a healthy board listens carefully to staff, and normally follows their recommendations. But a healthy board give staff the long term vision, and then normally follows their recommendation maintaining it. At key junctures, I had to lead, both my community and also the staff. I had to convince the staff that their recommendations were wrong, and that we needed to do the right thing, not what they perceived as the easy thing. This is your time to do that, to give the staff long term vision and direction, not the other way round. Then follow their recommendations on the day to day operations.

And, the for real last point: I really do appreciate all you folks do. I write the occasional letter, ranting at your occasional misstep, while you all are on the board spending a ton of time, every week, to make our community a better place.

Thanks again,

giuliano

**From:** [Michael D. Leslie](#)  
**To:** [Board \(@caltrain.com\)](#)  
**Cc:** [bikesonboard@sonic.net](#)  
**Subject:** Proposed bike car layout for electric trains  
**Date:** Wednesday, May 29, 2019 8:01:12 AM

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Hi Caltrain board,

I have some concerns about the bicycle car layout for the new electric trains. Although as a daily Caltrain commuter I'm very excited for many of CalMod's benefits, I am disappointed that the current proposal is a regression for cyclists. It is important to me and many other commuters that Caltrain continues to provide service with a minimum of 80 bikes per electric train and at least four bike cars per consist. I'm also disappointed at the lack of seating that's in visual range of the bike racks—sitting near my bike is a major theft deterrent. Bike theft is a huge problem throughout the area, and the proposed design invites bike theft activity onboard the train.

I'm hoping to attend the board vote on the sixth of June in support of Caltrain bike commuters and against the proposed design. See you there!

Thanks,  
Michael Leslie

Sent from my iPhone



## Seamans, Dora

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**From:** Seamans, Dora  
**Sent:** Friday, May 3, 2019 9:43 AM  
**To:** Hartnett, Jim  
**Cc:** Mau, Carter; Bouchard, Michelle; Murphy, Seamus; Gumpal, Cindy; Brook, Jean  
**Subject:** Correspondence missed in May packet FW: Caltrain workshop issues & rebuttal to staff's slides  
**Attachments:** Workshop\_Issues&Rebuttal\_to\_Staff\_Presentation\_20190328.docx.pdf

Dear Joint Powers Board Members, et al, Good Morning – please see the forwarded email and attached letter from Shirley Johnson that was received after the April Board packet was sent out and was accidentally missed being included into the May Board packet.

I have personally apologized to Shirley Johnson for this mistake and let her know it would be included into the June Board packet for the public record.

Kind Regards,

Dora

Dora Seamans, MPA, CMC  
Executive Officer/District Secretary  
SamTrans, Executive Administration  
1250 San Carlos Ave  
San Carlos, CA 94070  
Tel: 650-508-6242  
[Seamansd@samtrans.com](mailto:Seamansd@samtrans.com)

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**From:** Shirley Johnson <[dr\\_shirley\\_johnson@yahoo.com](mailto:dr_shirley_johnson@yahoo.com)>  
**Sent:** Thursday, March 28, 2019 10:37 PM  
**To:** Board (@caltrain.com) <[BoardCaltrain@samtrans.com](mailto:BoardCaltrain@samtrans.com)>  
**Cc:** cacsecretary [@caltrain.com] <[jpbcacsecretary@samtrans.com](mailto:jpbcacsecretary@samtrans.com)>; Caltrain, Bac (@caltrain.com) <[BAC@caltrain.com](mailto:BAC@caltrain.com)>; [CalMod@caltrain.com](mailto:CalMod@caltrain.com)  
**Subject:** Caltrain workshop issues & rebuttal to staff's slides

Please see the attached letter.

March 28, 2019

Dear Chair Gillett and Directors of the Joint Powers Board,

We are excited about the workshop on April 17 to reconfigure EMU trains. Thank you for supporting this workshop.

While the concept for the workshop is commendable, it appears that this workshop cannot satisfactorily solve the layout problem because options are too constrained.

Staff said they will offer three options (all of which we find unacceptable):

Option 1: Two bike cars, no reconfiguration (current design)

Option 2: Reconfigure two bike cars

Option 3: Reconfigure three bike cars

Requirements:

1. 84 bike spaces per seven-car train to meet the board-mandated 8:1 ratio of seats-to-bike spaces
2. At least half as many seats as bike spaces within view of bikes (same as today) to help prevent bike theft

***None of staff's proposed options can meet both requirements, no matter how the cars are reconfigured.***

Staff should provide drawings of all seven cars and let workshop attendees work with the full train, not just three cars, to be able to meet both requirements.

Here's an explanation of the three options.

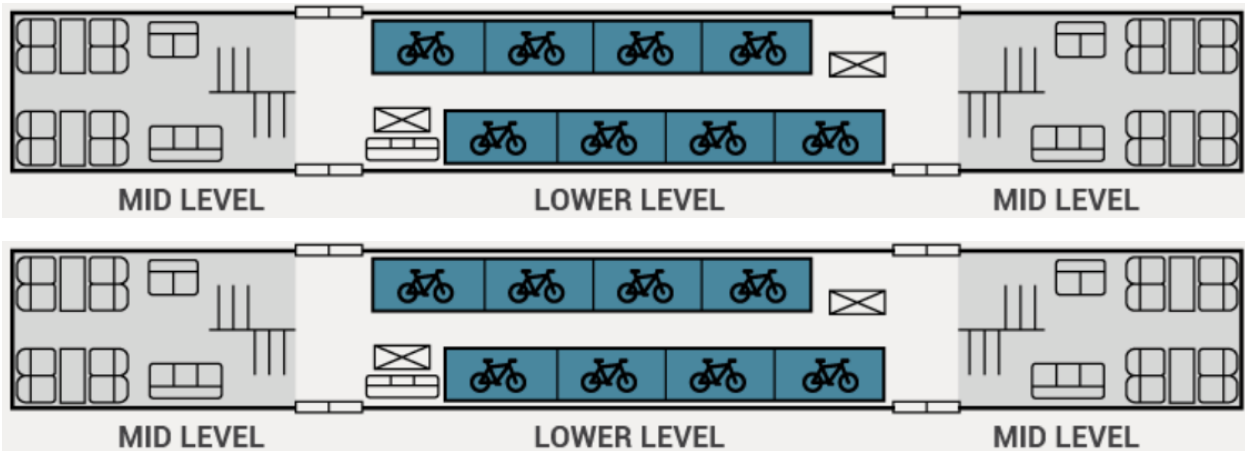
**Option 1: Two bike cars, no reconfiguration (current design)**



The current design has no fixed seats within view of bikes. Two bike cars hold 36 bikes each (four on each rack) for 72 bikes per train. One of the bike racks is at the same location as wheelchair space (marked with an x in a rectangle). The other wheelchair space has three folding seats.

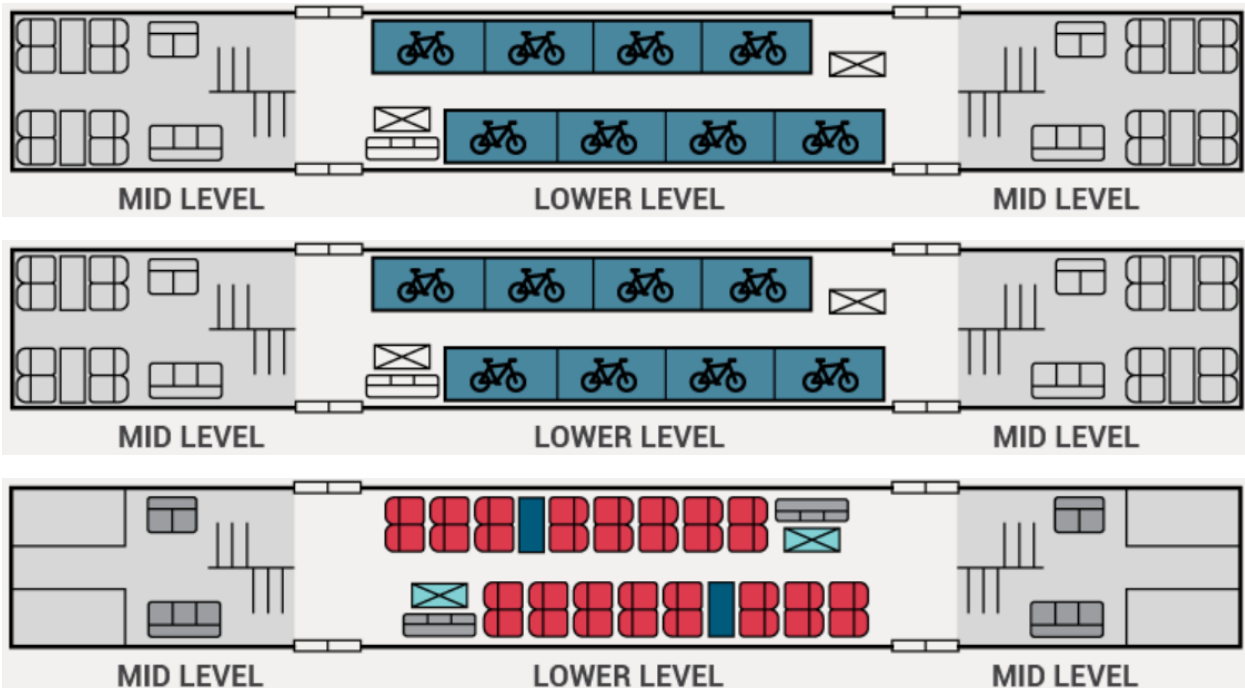
Option 1 is a throw away. The current design encourages bike theft. Staff took no public input on this design, and it took over a year of public outcry about bike theft to get staff to finally reconsider. Option 1 is the whole reason staff agreed to hold a workshop.

### Option 2: Reconfigure two bike cars



Option 2 is a non-starter. The only way to put seats within view of bikes is to remove bike racks to add seats in each bike car, reducing bike capacity. EMU trains already have fewer bike spaces (72 per train) than today's diesel trains (77 per train). Reducing bike capacity even further would be an even bigger step backwards. Furthermore, this would not meet the board-mandated 8:1 ratio of seats-to-bike spaces.

### Option 3: Three bike cars



Option 3 won't have enough seats within view of bikes, even after seats and bike racks are swapped among the cars. To meet the 8:1 seat-to-bike ratio, each bike car would need 28 bike spaces for 84 bikes per train. There would be at most eight fixed seats within view of bikes in each bike car. Eight seats is

not enough to guard 28 bikes. Bike cars today have at least half as many seats as bikes and bikes still get stolen. We need to match today's trains, not make matters worse with fewer seats within view of bikes.

The workshop must offer additional options to be an earnest attempt to solve the layout problem:

1. Reconfigure four bike cars
2. Allow bikes in every car

Four or more bike cars would allow sufficient seats within view of bikes, reduce dwell time by distributing bike boardings at more doors, and simplify operations with better consistency among cars.

We want to work with Caltrain toward a viable solution, but staff has not offered viable options. We have asked for two things to make the workshop productive:

- Provide drawings of all seven cars at the workshop
- Provide electronic drawings in advance of the workshop

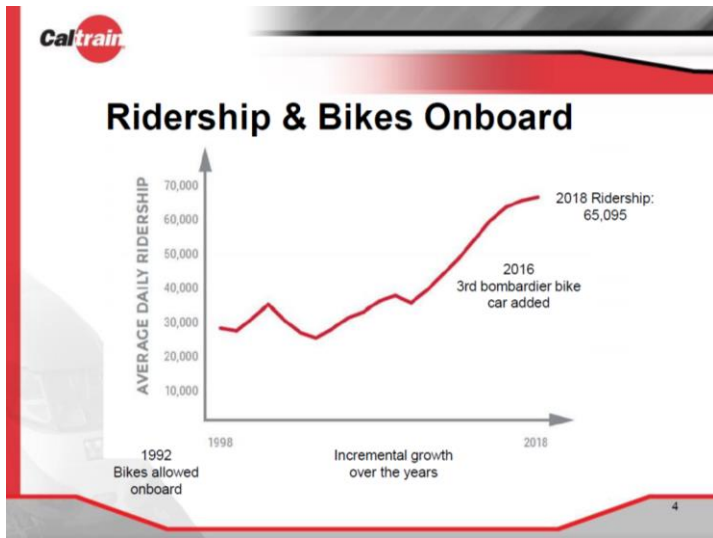
Caltrain staff has refused both our requests.

Caltrain staff now claims the board-mandated 8:1 ratio of seats-to-bike spaces no longer applies, but this goes against board-approved policy. The board approved the 8:1 ratio for the RFP in 2015 and again in 2016 for the contract, which included 96 cars. Nonetheless, staff is moving forward as though the ratio has been abandoned.

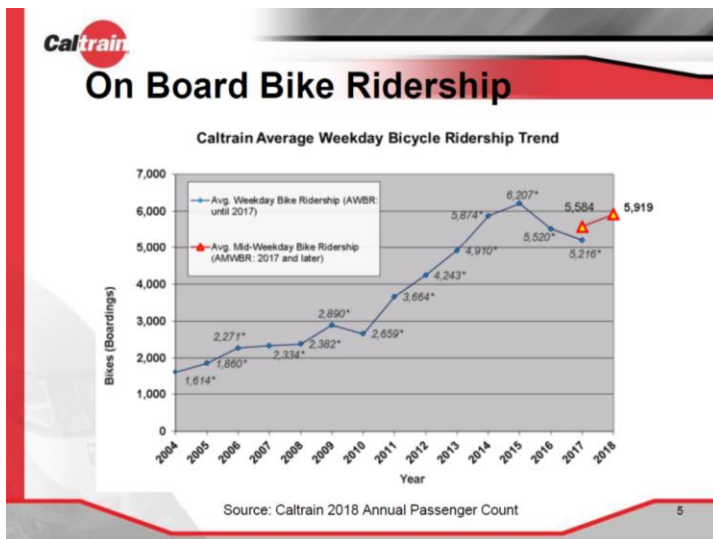
The options staff is offering at the workshop indicate they don't want to increase bike capacity to 84 bike spaces on seven-car EMU trains (original plan was six-car EMU trains with 72 bike spaces). In fact, option 2 sets the stage to decrease bike capacity.

### **Staff Presentation at the Workshop & Our Rebuttal**

Caltrain staff will give a presentation at the start of the workshop similar to [the presentation](#) provided at the March 7 Joint Powers Board meeting. We are concerned about the bias against bikes on board and we offer a more balanced view by adding context to slides from staff's presentation, as shown below.



Slide 4: This slide shows total boardings including walk-on boardings and bike boardings. Walk-on boardings continue to rise, but bike boardings have dropped (see slide 5 below) leading to leveling off of total boardings.



Slide 5: Bike boardings fell off in 2016. Staff claims this is due to wet weather in February, when the passenger counts are taken. This is not plausible. While February 2017 was very rainy, February 2016 and 2018 were very dry as shown in the chart below. Bike boardings are capped by limited bike capacity. The decline in bike boardings is most likely due to maxed out bike cars forcing people with bicycles off the train and back into their cars onto the crowded freeways.


Total rainfall for February in San Francisco

Days	Year	Inches	Millimetres
2	2018	0.4	11
19	2017	7.6	193
4	2016	1.0	25
3	2015	1.5	37
13	2014	5.8	148
4	2013	0.9	22
10	2012	1.1	28
8	2011	4.9	125
11	2010	3.4	87



### 2015 Context

- Daily ridership: ~58,000
- Daily bike boardings: 6,207

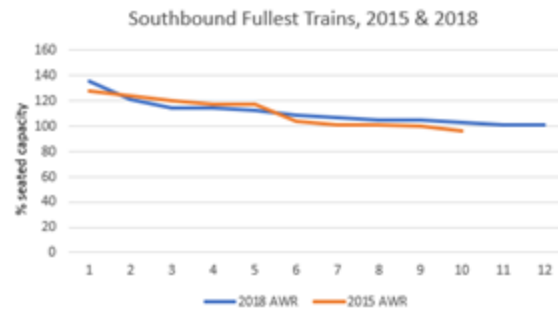
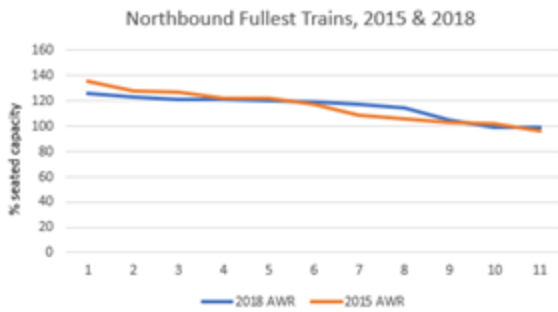


### 2018 Context

- Daily ridership: ~65,000 (**up 12% from 2015**)
- Daily bike boardings: 5,919

Slides 6 and 7: Bike mode share is dropping. In 2015, 11% of passengers brought a bike on board. In 2018, only 9% of passengers brought a bike on board. Bikes-on-board passengers were Caltrain’s fastest growing passenger segment, until bike capacity ran out. Walk-on boardings continue to rise because walk-on passengers are allowed to stand when seats are full, but people with bicycles are left behind on the platform, discouraging use.

Slide 7 shows in bold that ridership has increased 12% since 2015, but Caltrain has since added capacity with the Bombardier cars purchased from Metrolink. In fact, the fullest trains in 2015 and 2018 were comparably full, as shown by the graphs below for average weekday ridership (AWR). To suggest trains are more full today than in 2015 simply isn’t accurate.



**Caltrain**

## Today - Bikes on Train

- Caltrain carries more bikes onboard than any commuter rail in the country
- A person bringing a bike onboard is taking up two spaces (bike and seat)


8

Slide 8: Caltrain can be proud to be a national leader in bike carriage on trains. Other transit agencies surely envy Caltrain's bicycle mode share.

"A person bringing a bike on board is taking two spaces (bike and seat)" To clarify, one bike rack, which holds four bikes, takes the same space as four seats. Caltrain should think beyond just space on the train and consider how passengers access the stations. Caltrain's bikes-on-board program brings economic benefits to the transit system. Bikes-on-board passengers do not use expensive parking lots or take seats on heavily subsidized feeder buses or shuttles, reducing the number of costly buses and shuttles that transit agencies must purchase and operate. Bikes-on-board passengers also bring societal benefits by reducing traffic congestion, reducing pollution, and improving public health.

Many people have stuff to bring with them to make Caltrain a viable travel option. According to the [2018 customer satisfaction survey](#), 25% of passengers brought a large item with them. Mothers bring strollers, travelers bring luggage, bike riders bring bikes. If these folks can't bring things along, they won't be able to ride Caltrain.

Caltrain should focus on serving the needs of all passengers, not just those Caltrain considers more desirable for whatever reason.



## Rider Survey (2017)

10% (or ~300 people) on Limited & Bullet Trains Commented on Crowding

“Commuting everyday. It sucks that you may not actually get a seat after how much you pay to take Caltrain. Second to not having a seat, is how crowded it can get.”

“Many trains are too crowded. 50% of the time I don't get a seat”

“Need more train cars → rush hour → no seats”

“My usual afternoon train that leaves at Cal Ave at 1630 is very crowded”

“You added a car and have a new train which gives more room, but I still have to stand because you have no seats.”

10

Slides 11: Some peak trains have standees, but just because customers complain about crowding doesn't mean they want to throw other passengers off the train. It's a plea for more capacity for everyone.

Staff selected quotes about too few seats, but omitted all quotes about bike bumps and over-crowded bike cars. This gives a very one-sided view of the situation. We compiled a sampling of complaints about over-crowding in bike cars below.

### Overcrowded Bike Cars – Rider Survey (2017)

“BIKE CARS ARE OVERCROWDED DURING RUSH HOUR AND SOME BIKES CANNOT FIT ONBOARD WHICH IS UNACCEPTABLE”

“BIKES ARE TURNED AWAY AT 22ND EVERY DAY, DISCOURAGING USE.”

“WISH YOU WOULD MAKE MORE ROOM FOR BIKES. IT SUCKS WHEN YOU'RE NOT LET ONTO A TRAIN BECAUSE THE BIKE CAR IS FULL.”

“I LOVE RIDING THE TRAIN. MY ONE CONCERN IS THE LACK OF BIKE SPACE. I HAVE SEEN PEOPLE GET REFUSED BECAUSE THE BIKE CARS WERE FULL.”

“IT'S GETTING SUPER CROWDED AT PEAK TIMES, HARD TO GET BIKES ON AT MANY STOPS. ”

“MANY TRAINS DURING MY COMMUTE ARE AT OR ABOVE CAPACITY FOR BICYCLES, RESULTING IN "BUMPING"”

BIKES ONboard Project  
sfbcmomentum.org/bob

2



## Social Media Customer Complaints – Maxed Out Bike Cars

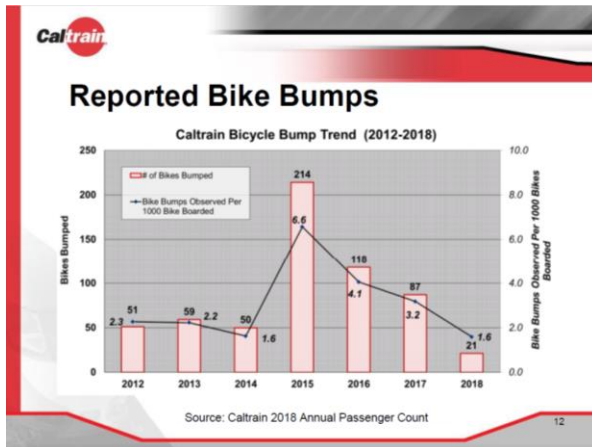
**Julien Mercay** (@jmercay) 8:41 AM · 21 Aug 2018  
@Caltrain Bike cars full again at RWC (#232 SB). 3rd time in a week that I'm late to work. Please increase bike capacity. 2 Likes

**Adina Levin** (@adina) 6:10 PM · 22 Feb 2018  
At HSR/Caltrain local policymaker working group, late because I got bike-bumped. 3 Likes

**murphstahoe** (@murphstahoe) 5:34 PM · 30 Jan 2018  
What's old is new again many bumps off @caltrain 269 2 Likes

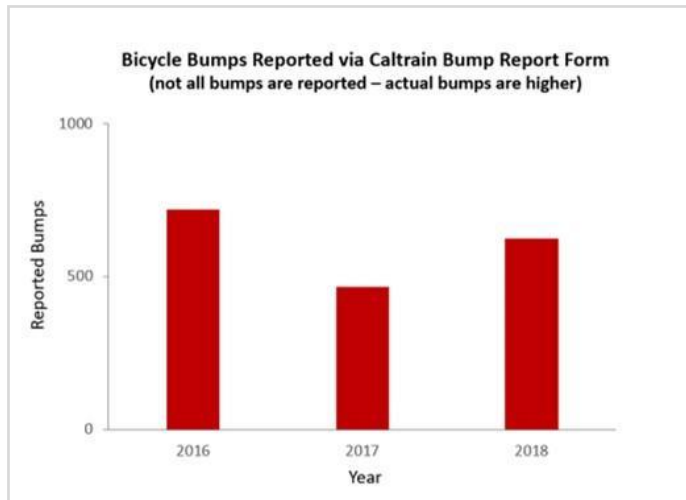
**Cliff Bargar** (@thecliffbar) 6:51 PM · 4 May 2018  
Replying to @thecliffbar @CaltrainStatus and 2 others  
Lots of people with bikes are getting bumped at Palo Alto, Menlo, and RWC from NB277 @BikesOnCaltrain 🙄 3 Likes

BIKES ONboard Project  
sfbcmomentum.org/bob



Slide 12: Caltrain counts bumped bikes during its annual passenger counts. In 2012 through 2017, 460 trains were counted, but in 2018 only 184 trains were counted resulting in a lower bump count in 2018. Caltrain attempted to normalize the results by showing a line for “bike bumps observed per 1000 bikes boarded,” but if too few trains are counted, then this calculation is meaningless. As an extreme example, if only one train is counted and it happened to bump no people with bikes, then a calculation of bike bumps per 1000 bikes boarded would be zero, even if other trains bumped many people with bikes.

Bicycle bumps reported via Caltrain’s bicycle bump form for the full year have increased as shown by the graph below, suggesting that Caltrain counted too few trains in the 2018 passenger counts to provide a reliable comparison with previous years.



**Caltrain**

**Morning Capacity – 2018**

NB Train	Over Capacity		SB Train	Over Capacity	
	Seats	Bikes		Seats	Bikes
305			206		
207			208		
309			310		
211			212		
313	X		214		
215	X		216		
217	X	X	218		
319	X		320		
221	X		222		
323	X		324	X	X
225	X	X	226		
227	X		228		
329	X		330	X	
231			232		X
233	X	X	134		

13

Slide 13: This comparison of full seats and full bike cars is misleading. People with bikes are denied boarding when bike cars are full, so over-full bike cars are an anomaly due to a kind conductor who decided to let more bikes on instead of bumping them. In contrast, walk-on passengers are allowed to stand when seats are full. It is deceptive to show seats and bikes in the same table when they aren't comparable due to differences in policy.

Caltrain's standing capacity is not maxed out. From Caltrain's 2018 annual passenger counts:

**Table 12: FULLEST TRAINS – SOUTHBOUND (AT 95% SEATED CAPACITY OR ABOVE)**

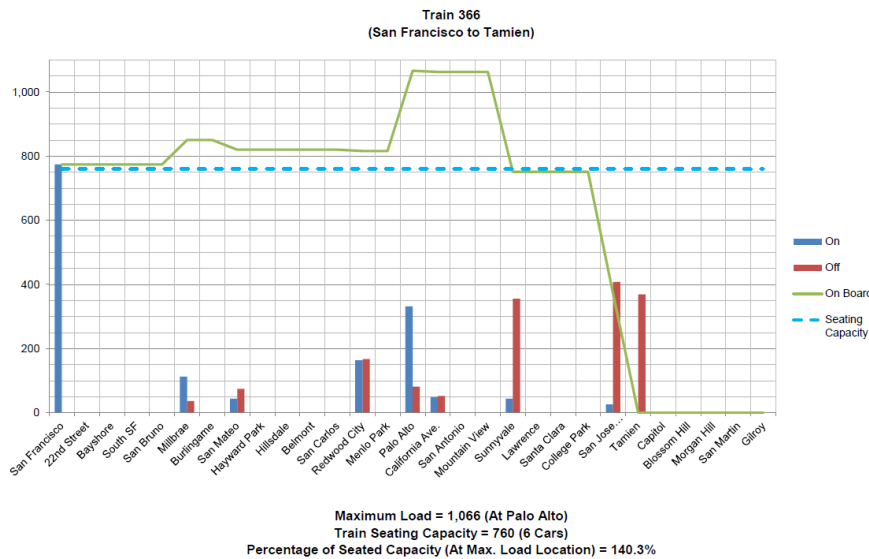
Southbound						
Train Number	Depart SF	Leaving Station	Max Load	Train Capacity	Percent of Seated Capacity	
b 366	4:38 PM	Palo Alto	1,066	760	140%	
b 376	5:38 PM	Millbrae	952	760	125%	
b 324	7:59 AM	Millbrae	898	760	118%	
360	4:12 PM	Palo Alto	767	650	118%	
278	5:58 PM	Millbrae	885	760	116%	
g 268	4:58 PM	California Ave.	853	760	112%	
330	8:35 AM	Millbrae	712	650	110%	
b 370	5:16 PM	Millbrae	823	760	108%	
272	5:27 PM	San Francisco	822	760	108%	
262	4:23 PM	California Ave.	692	650	106%	
258	3:34 PM	California Ave.	679	650	104%	
b 380	6:16 PM	San Francisco	678	650	104%	

'g' = Gilroy train; 'b' = Baby Bullet express train

Note: Train capacity is average seated capacity and based on the scheduled fleet assignment. Trains with capacity of 760 are the ones which 6-car consist is assigned.

The fullest train was 140% of seated capacity. For comparison, BART’s peak trains run 250% of seated capacity, suggesting that Caltrain still has standing space available to serve walk-on passengers.

Passengers are willing to stand for short durations. Caltrain’s fullest trains are over seated capacity for a period of time, not for the full duration of the trip. For example, passenger load on the fullest train, train 366, is shown below. Some passengers exit the train at each station stop, so a standee has a chance of getting a seat at the next station stop, a trip duration of 3 to 15 minutes.



## Train Operations (Today)

- Bike boarding/deboarding a significant cause of delay
  - Bikes board first project aimed at reducing boarding time
- Conductor resources used to oversee bike cars
- Number of bike cars should be limited in order to limit excessive dwell times

14

Slide 14: This slide is especially dubious. Let's clarify a couple things. All passengers cause dwell time delays – the more passengers boarding/deboarding, the longer the dwell time (time the train sits at the station). Caltrain has no evidence that bikes cause dwell time delays. Bikes are required to board last, so they get blamed for delays, but Caltrain's carefully conducted 2010 [Bike Count and Dwell Time Study](#) shows that bikes do not cause dwell time delays.

We applaud the “[bikes board first](#)” procedure implemented on March 11, 2019, because walk-ons can board at other doors. Distributing boarding at all doors is the fastest way to load the train.

Limiting the number of bike cars will extend dwell time, not reduce it. Restricting one passenger segment to a limited number of cars will result in longer dwell times. BART understands this and permits bikes in all cars, except the first. BART passengers self-distribute to load trains as fast as possible. Below is a screen shot from BART's website:

### Frequently Asked Questions about Bikes on BART

#### 1. Why doesn't BART designate one car just for bicycles?

Because BART trains stop for only 15 to 30 seconds at almost all stops, attempting to load and unload all bicycles in one car will likely cause delays. BART's strategy is to disperse cyclists along the length of the train allowing multiple bikes to enter and exit simultaneously—utilizing up to 18 doors rather than just two (since bikes are not allowed in the first car, a 10 car train has 18 doors on 9 cars for bicyclists to use).

**Caltrain**

## Future Operations (2022)

- 7-car electric trains (max 667 seats)
  - Seating capacity equivalent to a 5-car diesel train
- Incremental commissioning/decommissioning trainsets requires electric trains to have at least the seating capacity of a 5-car train
- Remaining diesel Gilroy trains will continue to provide more seated capacity
- Future demand satisfied by combination of seating capacity and increased frequency (6 per hour, up from 5)
- Assess next increment through Business Plan

15

Slide 15: The first bullet point shows the main problem. Electric trains will have no more capacity than today's diesel trains. Caltrain runs a mixture of five- and six-car diesel trains today with average seating capacity of 687 seats per train.

The second bullet point seems to be a nearly found issue. It was never mentioned with six-car EMU trains, which have only 567 seats. It seems odd that this has suddenly become a priority. Could staff be using this as an excuse to try to convince the board to abandon the 8:1 ratio of seats-to-bike-spaces so they don't have to add bike capacity to seven-cars EMU trains?

Future demand will not be "satisfied by combination of seating capacity and increased frequency." One more train per hour will bring only ~25% more line capacity as shown below, and the increase in seating capacity is primarily due to the high-capacity, seven-car diesel trains in the fleet, not the EMU trains.

<b>Train Capacity</b>	<b>Seats</b>	<b>Bikes</b>
Today's diesel fleet	687	77.6
Seven-car EMU trains	655	84
Seven-car diesel trains	910	72
Mixed fleet (79% EMU & 21% diesel)	708	81.5
<b>Line Capacity</b>	<b>Seats per hour</b>	<b>Bikes per hour</b>
Peak service today (5 trains per hour)	3437	388
Peak service 2022 (6 trains/hr)	4249	489
Peak line capacity increase in 2022	23.6%	26.0%

See [this spreadsheet](#) for more details.

Some trains are already running over 125% seated capacity today, let alone in 2022. Caltrain needs to run longer, more frequent trains to meet future demand. Caltrain is spending \$2 billion to electrify its line to run trains that have less capacity than today's trains. Low capacity is the problem with this program, not not bikes.

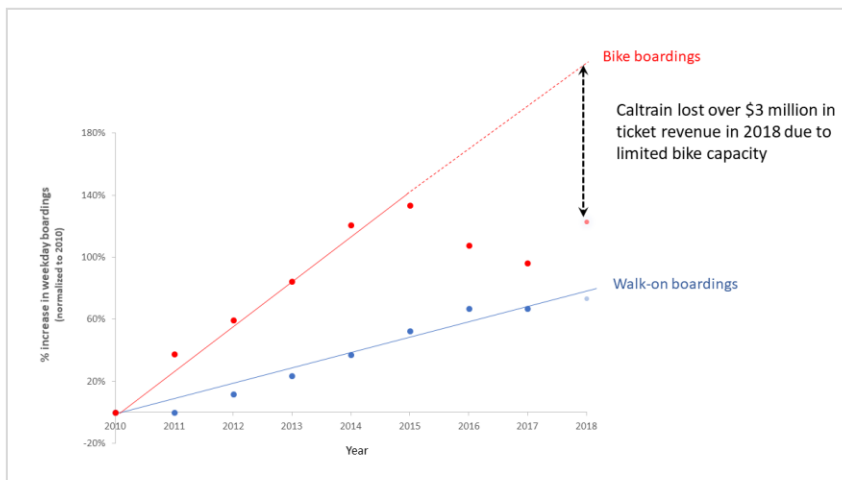
## Financial Implications: Onboard Bikes

- Initial electric vehicle purchase: \$551M for 16 six-car trainsets (\$34.4M per train)
- Six-car trainset = 567 seats + 72 bike spaces
  - 72 seats removed to install bike spaces
- Per seat replacement cost = \$53.8k
- Per trainset seat replacement cost = \$3.88M
- \$62M investment in additional rolling stock needed to provide equivalent seat replacement
- Legislation precludes charging for bikes onboard

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Slide 16: The financial data are terribly misleading. The cost is based on an entire new train, but the train has already been purchased. Hey, why stop at just a new train? Why not add cost of electrical infrastructure and catenary wires? You get the point. The relevant financial implication is the retrofit cost to replace bike racks with seats. If bike capacity is underutilized in the future as a result of improved wayside facilities, Caltrain could swap bike racks for seats. This retrofit cost would not be \$53,800 per seat!

The decrease in bike boardings costs Caltrain ridership and ticket revenue. If bike boardings had continued to rise linearly the same as walk-on boardings, then Caltrain would have made over \$3 million more in ticket revenue in 2018 alone, as indicated by the graph below based on [Caltrain annual passenger counts](#) and an [average ticket price](#) of \$4.80. The additional ticket revenue from more bike capacity on EMU trains could be used in the future to retrofit trains to replace bike racks with seats if bike capacity goes underutilized due to improvements in wayside facilities.



## Bike & Scooter Share Today

- Much learned since original Bay Area Bike Share pilot, w/ Lyft & Uber owning & operating more integrated systems
- San Francisco 4<sup>th</sup> & King is the busiest bike share station in the Bay Area



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Slide 21: Bike and scooter share will work for some people and we support providing as many alternatives as possible to get people out of their cars. Bike share is most suitable in a dense network with short trips, so it works in San Francisco. Bay Area Bike Share failed on the Peninsula and the bikes were removed. Two private companies tried dockless bike share on the Peninsula, but those bikes were also removed. We cannot rely on bike share to replace bikes on board, particularly on the Peninsula.

## Best Practices Around the World

As ridership increases, we must look to places around the world with higher bike ridership



Rotterdam



Tokyo

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Slide 23: We fully support improved wayside options to increase bicycle mode share. However, before bike parking at Caltrain stations can look like Rotterdam or Tokyo, our urban sprawl must be converted to dense housing near stations, businesses must relocate to be near stations, and public transit must be vastly improved. Once all that has been accomplished, then people won't need their bikes at both ends of their commutes, but that won't happen by 2022 when Caltrain electrifies. Bikes on board provide the


most environmentally friendly solution to the first/last-mile problem besides walking. The vast majority of people live/work too far from stations to walk, but a bicycle extends their range to several miles.



## Bikes Security on Electric Trains

- Bike community desires seats next to bikes
- Caltrain can review possible configuration options

Slide 29: “Bike community desires seats next to bikes” To clarify, the bike community desires rearranging seats and bikes along the whole train, not replacing bike racks with seats. Seats within view of bikes is critical to allow passengers to guard their bikes against theft. Seats near bikes will also help keep trains on time because passengers need to be in bike cars to be able to help rearrange bikes in stacks according to destination to smooth boarding and exiting.



## Next Steps

- Identify strategies for configuration of existing bike cars and seventh car to address bike security concerns
  - Maximize seated capacity
  - Minimize impact on cost, bike capacity
  - Not constrained by 1:8 bike to seat ratio
- Make bike parking and micromobility at stations more viable solutions

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Slide 31: “Maximize seated capacity” should be “maximize ridership.” It’s clear that walk-on riders are willing to stand (walk-on boardings continue to rise), but limited bike capacity reduces ridership (bike boardings have leveled off). If Caltrain really wants to maximize seats, they should run more seven-car diesel trains in the mixed fleet as originally planned. Seven-car diesel trains have over 900 seats compared with fewer than 700 seats on seven-car EMU trains.

“Not constrained by 8:1 ratio” goes against the policy approved by the Joint Powers Board in 2015. The JPB unanimously approved the 8:1 ratio with the understanding that there would be no fewer seats than today. Seven-car EMU trains have nearly the same number of seats as trains today. Seven-car EMU trains with 84 bike spaces per train would adequately fulfill the board’s directive.



## Outreach Process

Item	Audience	Date
Outreach Process Update	CAC, BAC Subcommittee, Bike Coalitions	February
Outreach Process Input / Process	Board	March
Joint Workshop: Electric Train & Bikes Onboard Configuration	CAC and BAC	March
Possible broader outreach (survey and/or station pop-up events)	General Ridership	March / April
Staff Recommendation	CAC & BAC	May
Board Decision	Board	June

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Slide 32: The CAC/BAC workshop has been scheduled for April 17. The outreach process states “possible broader outreach.” We encourage broader outreach, because this is an important decision and should be carefully considered by a wide range of stakeholders.

We hope this letter helps clarify the issues and highlights the benefits of bikes on board. Thank you for your support of using bicycles to solve the first and last mile problem.

Respectfully,  
Shirley Johnson  
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