

JPB CAC

CORRESPONDENCE
AS OF

May 16, 2023

From: [Roland Lebrun](#)
To: [Board \(@caltrain.com\)](mailto:Board (@caltrain.com))
Cc: [SFCTA Board Secretary](#); [Transbay Info](#); [SFCTA CAC](#); [TJPA CAC](#); [cassecretary \[@caltrain.com\]](mailto:cassecretary [@caltrain.com])
Subject: Update on Stadler Contract Option and \$280M Rail Vehicle Acquisition
Date: Wednesday, May 3, 2023 9:01:39 AM
Attachments: [Attachment 1 Third Party Contracting Guidance \(Circular 4220.1F\).pdf](#)
[Attachment 2 EMU PROCUREMENT CONTRACT AGREEMENT.pdf](#)
[Attachment 3 Section 1.10. OPTIONS FOR ADDITIONAL VEHICLES.pdf](#)

ATTENTION: This email came from an external source. Do not open attachments or click on links from unknown senders.

Dear Chair Gee,

Thank you for the opportunity to comment on the staff report located in the Supplemental Reading File (<https://www.caltrain.com/media/30294/download>) as follows:

August 15 deadline

Questionable cost estimates for Option cars

Battery EMU (BEMU) Bi-Level trainset cost/capabilities

August 15 deadline

The FTA's Third-Party Contracting Guidance Circular

(<https://www.transit.dot.gov/sites/fta.dot.gov/files/docs/Third%20Party%20Contracting%20Guidance%20%28Circular%204220.1F%29.pdf>)

CHAPTER IV (pp 22-23 attached for your convenience as Attachment 1) Section e.(10) "Time Limits for Options on Rolling Stock Contracts" stipulates: "*May not exercise the option to acquire railcars or replacement parts later than **seven (7) years after the date of its original contract.***"

Moving on to the contract AKA "Agreement" (Attachment 2), **the date of the original contract may be subject to interpretation** specifically:

Page 3 ("Contract Summary") of the Agreement defines the "**Effective Date of Contract**" as follows:

Invited-Notice-to-Proceed (LNTP) – August 15, 2016 thru February 28, 2017

Notice-to-Proceed (NTP) – March 1, 2017 thru August 31, 2021

Given that the March 1, 2017 NTP date was caused by a Trump administration attempt to delay the FFGA, the FTA may be open to a clarification establishing that **the date of the 7-year deadline should be March 1, 2024** (7 years after the NTP date), not August 15, 2023.

Questionable cost estimates

The Base and Option car costs are listed in the Compensation Section of the Agreement (page 4)

Base Vehicles - 96: \$550,899,459.00 (**\$5.75M/railcar**)

Option Cars - 96: \$390,294,450.00 (**\$4.07M/railcar**)

Article 5 Options (page 7) stipulates: "*The JPB, in its sole discretion, may exercise Options for additional EMUs and for Maintenance Services as set forth in Special Provision 1.10.*"

Special Provision 1.10 is located in "Volume 5 Special Provisions" (pp 20-23) attached for your convenience as Attachment 3) which reads as follows: "*Unit prices for the corresponding Option Vehicle type(s) ordered during the Option 2 period will be the unit price for Option Vehicles set forth in the Option Cars price form, subject to the adjustment set forth in Section 1.10.1.2. Additionally, for the 1st order of vehicles in the Option 2 period the Re-mobilization and Project Management Fee will apply.*"

It is currently unclear how staff came to the conclusion that "*procuring four replacement EMUs under the option would save approximately \$100 million to \$120 million in total costs (45% to 60% savings).*" when their \$50-55M estimate for a 7-car trainset translates to **\$7.14M to \$7.86M/railcar (75-93% INCREASE)**.

Conclusion: please consider directing staff to return to the May Finance Committee with a breakdown detailing how the "Economic Price Adjustment/Escalation" outlined in Section 1.10.1.2 somehow resulted in an option for four 7-car trainsets escalating from \$114M to \$200-220M (**\$100M INCREASE over the Option cars price form**).

Battery EMU (BEMU) costs/capabilities

There are multiple issues with this proposal regardless of who ends up paying for it:

While Battery-Electric Multiple Unit (BEMU) passenger trains with a 50–60-mile range are becoming common, there are currently no Bi-Level BEMUs anywhere in the world (**excessive weight to battery power ratio**).

Staff have not provided any range or battery weight estimates for this \$85M "prototype".

It is unclear why the JPB (or anyone else) would ever consider spending \$500M on 6 Bi-Level BEMUs to provide service between San Jose and Salinas when 6 battery-electric locomotives would get the job done for \$30M **without collateral impacts on rail operations between San Jose and San Francisco.**

Thank you in advance for your consideration of these issues.

Roland Lebrun

CC

SFCTA Commissioners
TJPA Board of Directors
SFCTA CAC

TJPA CAC
Caltrain CAC

11/01/2008
Rev. 1, 04/14/2009
Rev. 2, 07/01/2010
Rev. 3, 02/15/2011
Rev. 4, 03/18/2013

Air Pollution from New and In-Use Motor Vehicles and New and In-Use Motor Vehicle Engines,” 40 CFR Part 86; and EPA regulations, “Fuel Economy of Motor Vehicles,” 40 CFR Part 600.

- (6) Preaward Review and Post Delivery Review. Each third party contract to acquire rolling stock must include provisions for compliance with applicable requirements of 49 U.S.C. Section 5323(m) and those provisions of FTA regulations, “Pre-Award and Post-Delivery Audits of Rolling Stock Purchases,” 49 CFR Part 663, that do not conflict with 49 U.S.C. Section 5323(m).
- (7) Bus Testing. Each third party contract to acquire a new bus model or a bus with significant alterations to an existing model must include provisions to assure compliance with applicable requirements of 49 U.S.C. Section 5318, as amended by MAP-21, and FTA regulations, “Bus Testing,” 49 CFR Part 665.
- (8) In-State Dealers. The recipient may not limit its third party bus procurements to its in-State dealers, 49 U.S.C. Section 5325(i). Although FTA respects State licensing requirements, FTA is prohibited by law from providing FTA assistance to support bus procurements that have the result of limiting competition to entities that have been able to obtain a State license.
- (9) Basis for Contract Award. As permitted by 49 U.S.C. Section 5325(f), the recipient may award a third party contract for rolling stock based on initial capital costs, or based on performance, standardization, life cycle costs, and other factors, or by selection through a competitive procurement process.
- (10) Time Limits for Options on Rolling Stock Contracts. MAP-21 amended 49 U.S.C. Section 5325(e)(1) by adding subsections (A) and (B), retaining the five (5) year option for the procurement of buses, while extending the option for rail procurements to seven (7) years. Consequently:
 - (a) Buses. A recipient:
 - 1 May enter into a multi-year contract to acquire buses or replacement parts, with an option not exceeding five(5) years to buy additional buses or replacement parts, 49 U.S.C. Section 5325(e)(1)(A), but
 - 2 May not exercise the option to acquire buses or replacement parts later than five (5) years after the date of its original contract.
 - (b) Rail. A recipient:

11/01/2008
Rev. 1, 04/14/2009
Rev. 2, 07/01/2010
Rev. 3, 02/15/2011
Rev. 4, 03/18/2013

- 1 May enter into a multi-year contract to acquire railcars or replacement parts, with an option not exceeding five(5) years to buy additional railcars or replacement parts, 49 U.S.C. Section 5325(e)(1)(B), but
- 2 May not exercise the option to acquire railcars or replacement parts later than seven (7) years after the date of its original contract.

FTA interprets these five and seven-year periods as covering the recipient's "material requirements" for rolling stock and replacement needs from the first day when the contract becomes effective to its "material requirements" at the end of the fifth or seventh year, as applicable. In the case of rolling stock, which frequently cannot be delivered expeditiously, FTA recognizes that a recipient's "material requirements" for rolling stock will necessarily precede its actual need to put that rolling stock to use in public transportation service. This means that the contract may not have options for more rolling stock and replacement parts than a recipient's material requirements for the applicable five or seven-year period. This does not mean the recipient must obtain delivery, acceptance, or even fabrication in five or seven years. Instead it means only that FTA limits a contract to purchasing no more than the recipient's material requirements for rolling stock or replacement parts for five or seven years based on the effective date of the contract.

- f. Public Transportation Services—Special Requirements. Although the Common Grant Rules refer to the following Federal requirements in the context of federally assisted procurements, these requirements will affect how a third party contractor implements its contract to provide public transportation services financed with Federal assistance. Consequently, the recipient must include provisions in its third party contract ensuring compliance with the following requirements, or the recipient must obtain the third party contractor's agreement in another form, as a matter of contractor responsibility, to ensure compliance with the following:
- (1) Protections for Public Transportation Employees. When the recipient acquires public transportation services from a third party contractor, the terms of the recipient's DOL certification of public transportation employee protective arrangements will apply to work under the contract provided by those employees covered by the certification. That certification is required by 49 U.S.C. Section 5333(b) (often referred to as "13(c)") and implementing DOL guidelines, "Section 5333(b), Federal Transit Law," 29 CFR Part 215. Consequently, the third party contractor must comply with the terms of that DOL certification.

The Fair Labor Standards Act, 29 U.S.C. Sections 201 *et seq.*, also applies to public transportation employees performing work involving commerce.

**PENINSULA CORRIDOR
ELECTRIFICATION PROGRAM**

**Request for Proposal
for**

**Procurement of Bi-Level Electric
Multiple Units (EMU) Vehicles**

RFP No.: 14-PCJPB-P-056

EMU PROCUREMENT CONTRACT

TO BE CONFORMED

JUNE 22, 2016

AGREEMENT BETWEEN THE PENINSULA CORRIDOR JOINT POWERS BOARD
(JPB)
AND
STADLER US, INC. (CONTRACTOR)

CONTRACT SUMMARY*

Board of Directors' Date of Award: July 7, 2016

Resolution Number: 2016-36

Effective Date of Contract:

Limited-Notice-to-Proceed (LNTP) – August 15, 2016 thru February 28, 2017

Notice-to-Proceed (NTP) – March 1, 2017 thru August 31, 2021

Services to be Performed:

Base Scope of Work:

Procurement of 96 EMU (sixteen 6-car trainsets) rail vehicles with high and low doors for the sixteen 6-car trainsets, and for a car equipped with bathroom within each 6-car or future 8-car trainset. The JPB intends to expand each trainset from 6 to 8 cars after commencement of revenue service. The base scope of work also includes mock-ups, spare parts, special tools, test equipment, manuals, training, related parts and services in accordance with the Technical Specifications.

Option 1 – Scope of Work:

Procurement of 96 additional EMU rail vehicles with high and low doors, and for up to 16 additional cars equipped with bathrooms.

Term of Contract:

Sixty (60) months from LNTP

Contractor's Key Representative:

Stadler US, Inc.
Attn: Martin Ritter
231 North Avenue West No. 112
Westfield, NJ 07090
Phone: 512.578.6012
Fax: 908.654.0222
Martin.ritter@stadlerrail.com

Technical Issues:

Stadler Altenrhein AG
Attn: Dietmar Schwarz, Project Manager, Technical
Industrie- und Gewerbepark
CH-9423 Altenrhein SG
Direct: +41 (58) 595 51 95
Cell: +41 (79) 419 03 90
Dietmar.Schwarz@stadlerrail.com

Contract/Invoice Issues:

Stadler Altenrhein AG
Attn: Marcus Wörner, Project Manager, Commercial
Industrie- und Gewerbepark
CH-9423 Altenrhein SG
Direct: +41 (58) 595 51 10
Cell: +41 (79) 532 58 16
Marcus.Woerner@stadlerail.com

Compensation:

Base Vehicles - 96:

Limited-Notice-to-Proceed (LNTP)¹ – \$41,000,000.00
Full Notice-to-Proceed (FNTP)² – \$509,899,459.00
Base Vehicle Total: \$550,899,459.00

Option Cars – 96³:

\$390,294,450.00
Option Cars Total: \$390,294,450.00

Allowance:

Virtual Reality Scope (Ref. TS 23.2.3.2) \$400,000.00
Allowance Not-to-Exceed Total: \$400,000.00

Contingency⁴:

Up to 5 percent

1. LNTP Scope of Work: Initial work necessary to advance the contract within the scope of budgetary availability.
2. FNTP Scope of Work: all remaining scope-of-work activities including the procurement of the base order of 96 vehicles, in accordance with the terms of the contract. All work will be completed in full compliance with FTA requirements.
3. Regarding Option Cars, the JPB performed a cost analysis in compliance with Federal Transit Administration requirements. Staff concluded that Stadler's negotiated costs were fair and reasonable for Base Bid and Option vehicles. During the term of the contract, the JPB will determine if they desire to exercise the procurement of the additional option cars. If exercised, the JPB would return to the JPB Board to recommend exercising the Option Cars, if it is in the best interest of the JPB.
4. Contingency: The Executive Director, or his designee, is authorized to utilize a contingency of up to 5 percent of the total amount authorized by the Board for the EMU vehicle contract. The status of EMU vehicle contract change orders will be reported to the Board on a quarterly basis.

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

EMU PROCUREMENT CONTRACT

THIS EMU PROCUREMENT CONTRACT No. 14-PCJPB-P-056 is made and entered into this 15th day of August, 2016 (the "Effective Date"), between the PENINSULA CORRIDOR JOINT POWERS BOARD (the "JPB") and Stadler, US, Inc.

- A corporation organized and existing under the laws of the State of Delaware, the location of whose principal office is 231 North Avenue West No. 112, Westfield, NJ 07090 (hereinafter referred to as the "Contractor").

If the Contractor is a partnership, each partner executing this Contract binds both itself and the Contractor, and each joint venture member or partner and the Contractor shall be jointly and severally liable under this Contract.

RECITALS

A. On August 21, 2015, the JPB issued a Request for Proposals (RFP) for the EMU Procurement (the "Project")

B. The Project involves the design, manufacture, delivery, testing, and warranty of Electric Multiple Unit rail vehicles for use in the Caltrain service.

C. On February 17, 2016 and March 10, 2016, the Contractor submitted a complete Proposal in response to the RFP's requirements.

D. The JPB evaluated the proposal in response to the RFP, and has selected the Contractor for award of the Contract based on a determination that its Proposal provided the best value to the JPB, considering the technical and price factors set forth in the RFP.

E. On June 17, 2016, the Contractor submitted its final technical and price proposal, based upon the completion of negotiations.

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

ARTICLE 1 CONTRACT DOCUMENTS; PRECEDENCE

This Contract shall consist of the documents listed below (the "Contract Documents"), each of which is incorporated into the Contract by this reference. The individual components of the Contract Documents shall be complementary of each other in that what is required by any one of them is as binding as if called for by all of them. In the event of any inconsistency between or among the Contractor Documents, they are listed below in order of precedence. The Contract Documents include:

1. Executed Contract Change Orders and Amendments to the Contract
2. Exercised Options to the Contract

3. Contract
4. Federal Requirements (RFP Volume 6)
5. Conformed Technical Specifications (RFP Volume 3, Technical Specifications)
6. Warranty (RFP Volume 7)
7. Special Provisions (RFP Volume 5, Special Provisions)
8. General Provisions (RFP Volume 4, General Provisions)
9. Contractor's final Proposal in response to the RFP, including all forms, attachments and certification.
10. RFP ITP (Volume 1, Instructions to Proposers)

Capitalized terms used throughout the Contract Documents will be interpreted according to the definitions set forth in General Provisions, Article GP1.1, which definitions shall supersede any inconsistent definitions in other portions of the Contract Documents.

Reference Documents are included in RFP Volume 9. Unless otherwise specified in the Contract Documents, Reference Documents are for information only.

Volume 8 will only apply if the JPB exercises its option to procure Maintenance Services pursuant to Article 5 below.

ARTICLE 2 SCOPE OF WORK; CONTRACTOR REPRESENTATIONS

2.1 Scope of Work. The Contractor shall be responsible for performing all Work under the Contract and in any Options, approved Contract Change Orders or amendments, all in accordance with the Contract Documents.

2.2 Contractor Representations. The scope of the Work is set forth in all of the Contract Documents. The Contractor represents and warrants the following:

- That it has or will obtain all personnel, materials and equipment required to perform the Work under this Contract.
- That it will procure and keep current throughout the duration of this Contract any and all licenses, permits, registrations or certificates that are or may be required for the performance of Work under this Contract.
- That it will perform all Work such that the Work will meet the performance standards and operating conditions contemplated in the Contract Documents.
- That it will avoid or mitigate potential delays, and any costs due to delays.
- That it will perform all Work in a safe manner and in accordance with the JPB's work window and track access requirements, and so as to avoid unplanned adverse impacts to the operating railroad; and
- That it shall at all times comply with applicable Federal, State, and local laws, ordinances, and regulations.

ARTICLE 3 CONTRACT PRICE

As full compensation for the satisfactory completion of all of the Work, the JPB will pay the Contractor the lump sum amounts specified in Special Provision 1.1 of the Contract.

The prices for any Options for additional EMUs shall be included in the Contract Price only if the JPB exercises said Options.

ARTICLE 4 TERM; TIME OF PERFORMANCE; NOTICE TO PROCEED

The Contract is effective as of Effective Date. The Contractor may not commence work under this Contract until it is authorized in writing by JPB to do so by a Limited Notice to Proceed ("LNTP"). The details of the NTP process and the time of performance is as set forth in Special Provision 1.2.

Upon the JPB's issuance of a Certificate of Final Completion, and completion of the warranty period for all Trainsets and Option EMUs with no outstanding warranty claims, this Agreement will expire. If the JPB has exercised its option for the Maintenance Services Agreement, such an Agreement will continue in force as set forth in Article 5, below.

ARTICLE 5 OPTIONS

The JPB, in its sole discretion, may exercise Options for additional EMUs and for Maintenance Services as set forth in Special Provision 1.10.

ARTICLE 7 COMPLETE CONTRACT

This Contract, including all volumes and other documents incorporated in this Contract or made applicable by reference, constitutes the complete and exclusive statement of the terms and conditions of the Contract between the Contractor and JPB. This Contract supersedes all prior representations, understandings, and communications. This Contract may be modified or amended only by written instrument signed by both the Contractor and the JPB.

IN WITNESS WHEREOF, the parties have hereunto executed this Contract as of the date first above written.

PENINSULA CORRIDOR JOINT POWERS BOARD:

Print name: _____

Title: Executive Director

Signature: _____

Date: _____

ATTEST:

By: _____
JPB Secretary

APPROVED AS TO FORM:

By: _____
Attorney for the JPB

CONTRACTOR:
(See footnote below)*

Print name: _____

Title: _____

Signature: _____

Date: _____

Print name: _____

Title: _____

Signature: _____

Date: _____

Note: If the CONTRACTOR is a Corporation, 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 PCJPB 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).

will observe and may inspect the work, and will report their observations to the Project Manager. Except as expressly authorized by the Project Manager in writing, the inspector(s) will have no authority to accept, reject, or approve the work, to stop the work, to authorize any changes in the work, or to direct any extra work.

1.9.3. TESTING

The Contractor shall pay the costs of any inspection or test required of the Contractor by the Technical Specifications or other Contract Documents or which it requests for its own convenience. The Contractor shall maintain records of all inspections and tests covering the work under this Contract and shall make such records available to JPB and JPB's inspector(s) upon request during the performance of this Contract and for the duration of any Warranty periods.

1.9.4. TESTING AT JPB FACILITY

For the testing defined under the Technical Specifications section 19, chapters 19.9 (Trainset Level Performance Design Conformance Tests) and 19.12.5 (Trainset Limited Performance Test) JPB will make available without additional cost to the Contractor facilities for testing at its facilities specified in test plans pursuant to the Technical Specifications, including testing at speeds up to 110mph. All testing at the JPB facilities will be at times and locations as directed by the JPB so as not to interfere with JPB operations. Operation or movement of EMU's during testing will be at JPB's direction and by JPB operating personnel only.

JPB will make available one (1) bay within CEMOF, with an in-floor lift and roof access. JPB will make available to the Contractor, to the extent possible as determined in the sole discretion of JPB, electric power and storage for EMU components at CEMOF. The Contractor shall furnish all personnel, supplies, and tools for EMU post-delivery work at JPB's facilities, and will furnish all equipment and other requirements for the EMU post-delivery work position not made available to the Contractor by JPB.

The Contractor shall maintain JPB property in a neat and orderly condition, equal or better than the general maintenance facility condition. Upon completion of the Work, the Contractor shall remove all temporary buildings, structures, fences, scaffolding, surplus materials, and rubbish of every kind from the site of the Contractor's work on JPB property.

The Contractor shall not be liable for delay caused by the JPB's failure to provide the facilities set forth in this Section.

1.10. OPTIONS FOR ADDITIONAL VEHICLES, SPARE PARTS, SPECIAL TOOLS AND TEST EQUIPMENT, AND MAINTENANCE SERVICES

1.10.1 Options for Additional Vehicles

The JPB reserves the right in its sole discretion to exercise options to order up to 96 additional Vehicles ("Option Vehicles") as set forth in this section, the JPB will exercise its options for Option Vehicles by written notice to the Contractor. The notice shall specify the quantity of additional Vehicles being ordered. Except as may be specified in an option order and agreed to by both parties, all Option Vehicles shall be identical in every way to base order Vehicles purchased under this Contract. All conditions, technical specifications, and requirements of this Contract shall apply to Option Vehicles, except as noted below. All Option Vehicle prices set

forth in this Contract are in U.S. currency and do not include any allowance for any contingency to cover anticipated increased costs of performance.

Option 1 period. At any time during the manufacturing process (i.e. any time up to eighteen (18) months prior to the start of fabrication of the last new car shell), the JPB may exercise an option to purchase up to 96 Option Vehicles. The JPB may make one order of Option Vehicles during the Option 1 period, or may make multiple orders at different times. The JPB may order Option Vehicles of any configuration (i.e. coaches, cab cars, bicycle cars, etc.) and any quantity. The unit prices for all Option Vehicles ordered during the Option 1 period will be the unit prices for the corresponding Option Vehicle type(s) set forth in the "Option Cars" price form with no adjustment.

Option 2 period. After the time period for Option 1 has expired, but at any time within seven years of the effective date of this Contract, the JPB may exercise an option(s) to purchase additional Option Vehicles such that the total amount of Option Vehicles purchased does not exceed 96. The JPB may order Option Vehicles of any configuration (i.e. coaches, cab cars, bicycle cars, etc.) and any quantity. Unit prices for the corresponding Option Vehicle type(s) ordered during the Option 2 period will be the unit price for Option Vehicles set forth in the "Option Cars" price form, subject to the adjustment set forth in Section 1.10.1.2. Additionally for the 1st order of vehicles in the Option 2 period the Re-mobilization and Project Management Fee will apply.

1.10.1.1 Milestone Payments – Option Vehicles

Milestone payments will be calculated from the total price for each order of Option Vehicles:

M/S	DESCRIPTION	M/S (%)	CUMULATIVE M/S (%)
A	Return of the Executed Change Order with Updated Master Program Schedule	5	5
B	Submittal of Executed Subcontract Agreement Change Orders for All Major Systems Suppliers	10	15
C1- Cn	Completion of Carbody (ready for shipment) of each Option vehicle	$n \times C/n = 29$	44
D1- Dn	Authorization to Ship of each Option Vehicle from Contractor's Facility	$n \times D/n = 20$	64
E1- En	Notice of Conditional Acceptance of each Option Vehicle	$n \times E/n = 24$	88
F1- Fn	Notice of Final Acceptance of Each Option Vehicle	$n \times F/n = 12$	100

*Note: n represents the number of Option vehicles ordered

1.10.1.2 Economic Price Adjustment/Escalation for Option Vehicles

This Section shall be the exclusive measure of the Option prices for Option Vehicles ordered during Option Period 2 without regard to actual changes in the cost or use of labor or materials between the NTP and the date the JPB exercises an Option.

The price for Option Vehicles purchased during Option Period 2 shall be subject to an adjustment as follows:

The index value of a specific Producer Price Index category shall be established from the "PPI Detailed Report", published monthly by the U.S. Department of Labor, U.S. Bureau of Labor Statistics, specifically using Industry Code 336510, Product code 336510-3Z, "Passenger and freight train cars, new (excluding parts)" as shown in Table 11, "Producer price indexes for the net output of selected industries and their products, not seasonally adjusted.", as of the month and year of the NTP.

For Option Period 2 orders, the Option Prices will be calculated as the unit price for each Option Vehicle type being ordered from the “Option Cars” price form plus (or minus) an amount equal to that same unit price times the percent difference (to two decimal places, rounding upward) between the index value as of NTP and the index value as of the month and year of the Option Vehicles order.

For example, if the index value at NTP was 233.3, and the index value at the month/year of the Option Vehicle order is 232.7, the percent difference would be -0.26 percent. The Option Period 2 unit prices would therefore be 99.74% [100%-0.26%] of the unit prices shown on the “Option Cars” price form.

Additionally for the 1st order of vehicles in the Option 2 period the Re-mobilization and Project Management Fee will apply.

1.10.2 Option for Spare Parts, Test Equipment, and Special Tools

The JPB reserves the right in its sole discretion to exercise options to purchase additional Spare Parts, Test Equipment, and Special Tools at the unit prices shown in the Price Forms. Such options may be exercised from time to time as may be desired by the JPB, but not later than six (6) months prior to the delivery of the last Trainset ordered under the base order or six (6) months prior to the delivery of the 1st EMU in an Option order, if exercised, whichever is later. No escalation of the unit prices will apply to these purchases.

1.10.3 OPTION FOR MAINTENANCE SERVICES

The JPB, in its sole discretion, will have the option to engage Contractor to perform the maintenance services that are described in Volume 8. In the event the JPB exercises this option, Contractor will be bound to all the terms and conditions set forth in Volume 8 and will execute the Maintenance Services Agreement as finally negotiated. Contractor’s failure to execute the Maintenance Services Agreement upon the JPB’s notification that it has exercised the maintenance services option is a material breach of this EMU Procurement Contract.

The JPB may exercise its option for maintenance services at any time within 12 months of issuance of Notice to Proceed for the base order of Vehicles. Upon exercise of its option, and execution of the Maintenance Services Agreement, the Maintenance Services Agreement and the EMU Procurement Contract will be separately administered and the terms of one will not apply to the other. The JPB’s further rights to exercise options for extensions of the maintenance services agreement are set forth in Volume 8.

1.11. CONTRACT MODIFICATIONS

1.11.1. CONTRACTOR CHANGES

Any Contractor-proposed change in this Contract shall be submitted in writing to JPB for its prior approval. Oral change orders are not permitted. All Contractor initiated requests for a change shall be made within ten (10) days after Contractor knows, or should have known, of the issues giving rise to the request. At JPB’s request, Contractor shall provide information giving the basis for the requested change, or shall provide a proposal containing (i) the information set

follows:

imited-Notice-to-Proceed (LNTP) – August 15, 2016 thru February 28, 2017

otice-to-Proceed (NTP) – March 1, 2017 thru August 31, 2021

Given that the March 1, 2017 NTP date was caused by a Trump administration attempt to delay the FFGA, the FTA may be open to a clarification establishing that **the date of the 7-year deadline should be March 1, 2024** (7 years after the NTP date), not August 15, 2023.

Questionable cost estimates

The Base and Option car costs are listed in the Compensation Section of the Agreement (page 4)

ase Vehicles - 96: \$550,899,459.00 (**\$5.75M/railcar**)

ption Cars - 96: \$390,294,450.00 (**\$4.07M/railcar**)

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It is currently unclear how staff came to the conclusion that *“procuring four replacement EMUs under the option would save approximately \$100 million to \$120 million in total costs (45% to 60% savings).”* when their \$50-55M estimate for a 7-car trainset translates to

\$7.14M to \$7.86M/railcar (75-93% INCREASE).

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Battery EMU (BEMU) costs/capabilities

There are multiple issues with this proposal regardless of who ends up paying for it:

While Battery-Electric Multiple Unit (BEMU) passenger trains with a 50–60-mile range are becoming common, there are currently no Bi-Level BEMUs anywhere in the world (**excessive weight to battery power ratio**).

Staff have not provided any range or battery weight estimates for this \$85M "prototype".

It is unclear why the JPB (or anyone else) would ever consider spending \$500M on 6 Bi-Level BEMUs to provide service between San Jose and Salinas when 6 battery-electric locomotives would get the job done for \$30M **without collateral impacts on rail operations between San Jose and San Francisco.**

Thank you in advance for your consideration of these issues.

Roland Lebrun

CC

SFCTA Commissioners

TJPA Board of Directors

SFCTA CAC

TJPA CAC

Caltrain CAC

From: [Roland Lebrun](#)
To: [Mandelman, Rafael \(BOS\)](#)
Cc: [Supervisor Aaron Peskin](#); [SFCTA Board Secretary](#); [Board \(@caltrain.com\)](#); [SFCTA CAC](#); [cacsecretary \(@caltrain.com\)](#); [Caltrain, Bac \(@caltrain.com\)](#)
Subject: Item 13 Public comment Caltrain member agency contributions
Date: Monday, May 8, 2023 4:11:06 AM
Attachments: [Member agency contributions.bmp](#)
[2000 Measure A Complete text.pdf](#)

ATTENTION: This email came from an external source. Do not open attachments or click on links from unknown senders.

Dear Chair Mandelman and Commissioners,

The intent of this email is to introduce a potential solution to the member agency financial contribution stalemate and the resulting impact on Caltrain's operating budget.



Background

1) Section 7 on page 9 of the 1996 Joint Powers Agreement mandates the following Financial Commitments for Caltrain Operations:

*“Each Member Agency agrees to share in the operating costs associated with the PCS. Member Agency subsidies for the Main Line Service shall be based on the existing passenger boarding formula which is predicated upon county of origin a.m. peak hour hoardings of passengers as adjusted annually prior to the JPB's adoption of the operating budget. **SCVTA shall be responsible for all net operating costs of the Gilroy Service based upon the fully allocated cost methodology.**”*

[Restated Joint Powers Agreement Peninsula Corridor Project \(Oct. 1996\) \(PDF 649 KB\)](#)

2) The voters of Santa Clara County subsequently passed a sales tax measure known as “2000 Measure A” (Complete Text of Measure A attached for your convenience) which reads as follows:

Increase Caltrain Service, specifically

“Purchase new locomotive train sets for increased Caltrain service in Santa Clara County from Gilroy to Palo Alto and provide additional facilities to support the increased service.”

Conclusions

- 1) **SCVTA’s financial responsibility for the Gilroy service is clearly established in the October 1996 restated JPA**
- 2) Funding for the Gilroy service is available in a ½ cent sales tax Measure passed in 2000 by

the voters of Santa Clara County

Recommendation

- 1) Make SCVTA accountable for a ***“all net operating costs of the Gilroy Service based upon the fully allocated cost methodology.”***
- 2) San Francisco and San Mateo counties will each agree to match SCVTA’s contribution to the Gilroy service (approximately \$5M/year).

Respectfully presented for your consideration.

Roland Lebrun
CC

Caltrain Board
SFCTA CAC
Caltrain CAC
Caltrain BPAC

COMPLETE TEXT OF 2000 MEASURE A

Shall the Board of Directors of Santa Clara Valley Transportation Authority (VTA) be authorized to enact a retail transactions and use tax ordinance imposing (a) a tax for the privilege of selling tangible personal property at retail upon every retailer in Santa Clara County, the territory of VTA; such tax to be at the rate of one-half of one percent of the gross receipts of the retailer from the sale of all tangible personal property sold by him at retail in the territory of VTA, and (b) a complimentary tax upon the storage, use, or other consumption in Santa Clara County, the territory of VTA; such tax to be at the rate of one-half of one percent of the sales price of the property whose storage, use, or other consumption is subject to the tax, such taxes to be imposed for a period not to exceed 30 years, and to take effect only upon the expiration of the current County of Santa Clara 1996 Measure B ½ cent sales tax in April, 2006, and to be used only to:

- **Extend BART from Fremont through Milpitas to Downtown San Jose and the Santa Clara Caltrain Station, specifically,**

To build a BART Extension from Fremont to Milpitas, San Jose and Santa Clara with a major connection to the Tasman Light Rail line at the Milpitas BART Station. In San Jose to include a BART subway section with stations at San Jose State University, the new San Jose City Hall, Downtown San Jose at Market Street, San Jose Arena and the Diridon Multimodal Station connecting to Caltrain, ACE, Amtrak, the Vasona Light Rail line and the VTA bus service. In Santa Clara, to serve Santa Clara University, and the Caltrain Station with a people mover connection to San Jose International Airport.

- **Provide Connections from San Jose International Airport to BART, Caltrain and the VTA Light Rail, specifically,**

To build a people mover rail line connecting the airport passenger terminals directly with BART, Caltrain and the VTA Light Rail line.

- **Extend Light Rail from Downtown San Jose to the East Valley by**

Building a Downtown/East Valley Light Rail line from Downtown San Jose serving the new San Jose City Hall and San Jose University, out Santa Clara Street to Capitol Avenue to join the Capitol Light Rail line then south to Eastridge Shopping Center.

- **Purchase Low Floor Light Rail Vehicles, specifically**

To better serve disabled, seniors and others; purchase an additional 20 low floor light rail vehicles to join the 30 low floor vehicles now being constructed for the new Tasman, Capitol and Vasona Light Rail lines and 50 new low floor vehicles to replace VTA's existing 50 light rail vehicles.

- **Improve Caltrain: Double Track to Gilroy and Electrify from Palo Alto to Gilroy**

Extend the Caltrain double track from the San Jose Tamien Station through Morgan Hill to Gilroy. Provide VTA's funds for the partnership with San Francisco and San Mateo counties to electrify Caltrain from San Francisco to Gilroy.

- **Increase Caltrain Service, specifically**
Purchase new locomotive train sets for increased Caltrain service in Santa Clara County from Gilroy to Palo Alto and provide additional facilities to support the increased service.
- **Construct a New Palo Alto Intermodal Transit Center**
In partnership with the City of Palo Alto and Stanford University, design and construct a new parkway and underpass for University Avenue from the campus to downtown Palo Alto to improve bicycle, pedestrian and transit access to the campus, Palo Alto Caltrain station and downtown Palo Alto. Upgrade passenger facilities at the historic Palo Alto Caltrain Station; upgrade transit facilities for VTA, SAMTRANS, Dumbarton Express and the Stanford Marguerita and Palo Alto shuttle services.
- **Improve Bus Service in Major Bus Corridors**
For VTA Line 22 (Palo Alto to Eastridge Center) and the Stevens Creek Boulevard Corridor, purchase new low floor articulated buses. Improve bus stops and major passenger transfer points and provide bus queue jumping lanes at intersections to permit buses quick access along the corridors.
- **Upgrade Altamont Commuter Express (ACE)**
Provide VTA's matching funds for additional train sets, passenger facilities and service upgrades for the ACE Commuter Service from San Joaquin and Alameda Counties.
- **Improve Highway 17 Express Bus Service**
Provide VTA's share of funds for the partnership with the Santa Cruz County Transit District for additional buses and service upgrades for the Highway 17 Express Bus Service.
- **Connect Caltrain with Dumbarton Rail Corridor**
Provide VTA's share of matching funds for a partnership with Alameda and San Mateo counties for the rebuilding of the Dumbarton Rail Corridor to connect to Caltrain and train sets for this new service conditioned on Alameda and San Mateo County's funding.
- **Purchase Zero Emission Buses and Construct Service Facilities**
Provide funds to supplement federal funds to expand and replace existing VTA diesel bus fleet from current size of just over 500 vehicles to 750 vehicles with the new zero emission buses and to provide maintenance facilities for this new, clean vehicle propulsion system. All new buses to be low floor for easier boarding by seniors and the disabled.
- **Develop New Light Rail Corridors**
Provide capital funds for at least two new future light rail corridors to be determined by Major Investment Studies (MIS). Potential corridors include: Sunnyvale/Cupertino; Santa Teresa/Coyote Valley; Downtown/East Valley Connection to Guadalupe Line; Stevens Creek Boulevard; North County/Palo Alto; Winchester/Vasona Junction; and, initial study of BART connection from Santa Clara through Palo Alto to San Mateo County.

- **Fund Operating and Maintenance Cost for Increased Bus, Rail and Paratransit Service**

Provide revenue to ensure funding, to at least 2014, and possibly longer, of the following: the new Tasman East, Capitol and Vasona Light Rail Lines, the commuter rail connection to BART, expanded paratransit services, expanded bus fleet of 750 vehicles, the Downtown/East Valley Light Rail line operations, which can commence in 2008, and the BART extension to San Jose which can commence operations by 2010;

all subject to the following mandatory requirements:

- The Tax Must Expire 30 Years After Implementation

If approved by the voters, this half-cent sales tax must expire 30 years after implementation. The tax will be imposed for the period commencing April 1, 2006, when current tax expires and terminate on March 31, 2036. The length of this tax cannot be extended without a vote - and the approval - of the residents of Santa Clara County.

- An Independent Citizen's Watchdog Committee Must Review All Expenditures.

The Independent Citizen's Watchdog Committee will consist of private citizens, not elected officials, who comprise the VTA's Citizen's Advisory Committee.

Responsibilities of the Citizen's Watchdog Committee are:

- **Public Hearings and Reports:** The Committee will hold public hearings and issue reports on at least an annual basis to inform Santa Clara County residents how the funds are being spent. The hearings will be held in full compliance with the Brown Act, California's open meeting law with information announcing the hearings well-publicized and posted in advance.
- **Annual Independent Audits:** An annual audit conducted by an Independent Auditor will be done each fiscal year to ensure tax dollars are being spent in accordance with the intent of this measure.
- **Published Results of Audits and Annual Reports:** The Committee must publish the results of the Independent Auditor and the Annual Report in local newspapers. In addition, copies of these documents must be made available to the public at large.

such authorization being pursuant to the provisions of Section 100250 et seq. of the Public Utilities Code and Sections 7251 et seq. of the Revenue and Taxation Code.

From: [Roland Lebrun](#)
To: [Mandelman, Rafael \(BOS\)](#)
Cc: [Supervisor Aaron Peskin](#); [SFCTA Board Secretary](#); [SFCTA CAC](#); [cacsecretary \[@caltrain.com\]](#); [Caltrain, Bac \(@caltrain.com\)](#); [baylands@brisbaneca.org](#); [Board \(@caltrain.com\)](#)
Subject: Item 9 Preliminary Fiscal Year 2023/24 Budget and Work Plan
Date: Monday, May 8, 2023 4:29:59 PM
Attachments: [image.png](#)
[image.png](#)
[2023-01-19_Baylands-SP_CH06-Circulation.indd.pdf](#)
[Brisbane Baylands DEIR Comments.pdf](#)

ATTENTION: This email came from an external source. Do not open attachments or click on links from unknown senders.

Dear Chair Mandelman and Commissioners,

Please consider adding Executive Director Objective #26 (<https://www.sfcta.org/sites/default/files/2023-01/R23-24%20ED%202023%20Performance%20Objectives.pdf> Page 4 of Attachment 2 on page 21) to the workplan with an initial focus on the seamless integration of MUNI light rail and buses, SamTrans, Caltrain and micromobility at the intersection of the Geneva Avenue extension and the Caltrain tracks.

Background

The Baylands Development Corporation (BDI) issued a Notice Of Preparation for the Baylands Specific Plan on April 26 (<https://www.brisbaneca.org/baylands/page/baylands-specific-plan-public-draft-submittal>)



The Baylands Specific Plan - Public Draft Submittal

The draft Baylands Specific Plan prepared by the property owner (Baylands Development Inc. - BDI) has been submitted to the City of Brisbane. Hard copies of the plan are available for review at City Hall and the Brisbane Library. Note: this plan is the applicant's proposal. The community will have the opportunity to weigh in on the plan and related Environmental Impact Report (EIR) through a public review process.

www.brisbaneca.org

Chapter 6

(Circulation) https://www.brisbaneca.org/sites/default/files/fileattachments/baylands/page/24259/202302_draftbaylands-sp_ch06-circulation.pdf describes the "Transit Network" (Section 6.3.4 on pp 15-17 attached for your convenience) as follows:

"The Baylands is served by Caltrain, SamTrans, MUNI Bus, MUNI light rail, and Commute.org.

SamTrans buses, MUNI Bus, and MUNI light rail run on Bayshore Boulevard at the western boundary of The Baylands.

Caltrain rail runs through the center of The Baylands, and its Bayshore Station is located to the north, near Betty Avenue."

Section 6.3.4 continues as follows:

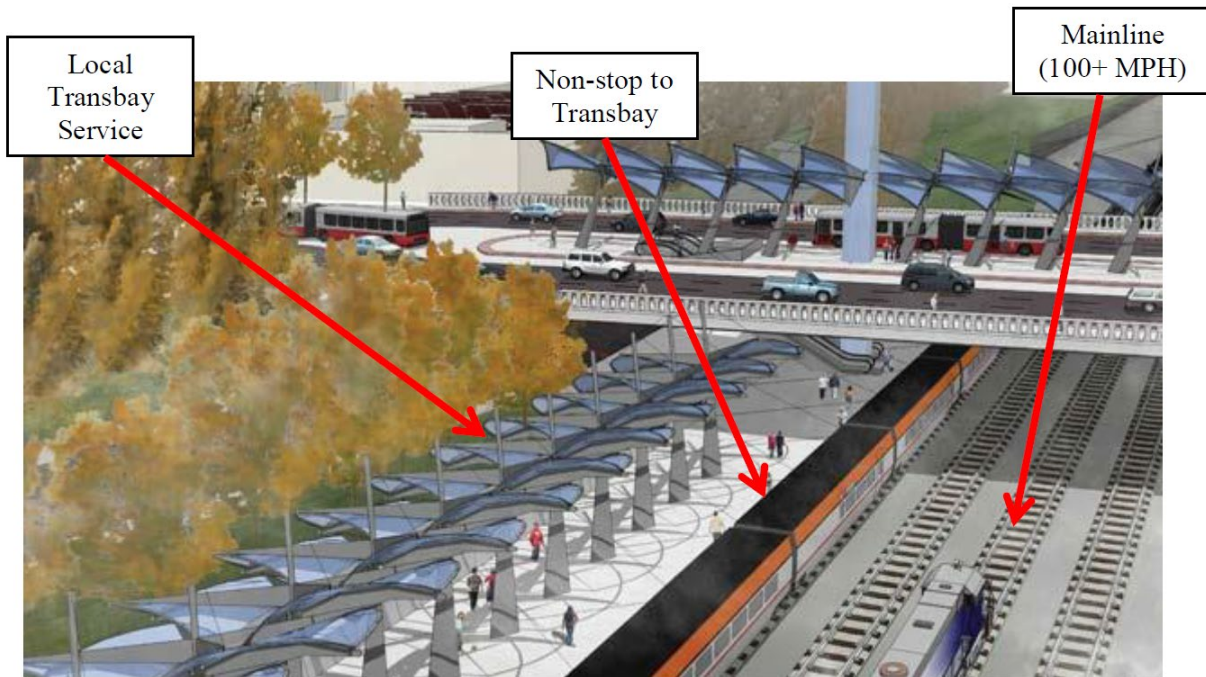
"The Baylands strengthens connections to the region's extensive transit network, including connections to the Caltrain station from the east and west and to the Muni station at Sunnydale Avenue and Bayshore Boulevard. The Baylands circulation network accommodates future planned Geneva-Harney Bus Rapid Transit (BRT) along Geneva Avenue."

"New shuttle routes will integrate The Baylands into existing routes that connect Brisbane with regional transit networks."

The proposal

While the proposed shuttle network introduces welcome connections to Visitation Valley and downtown Brisbane, Shuttle connections between the Bayshore Caltrain station and the Bayshore Boulevard transit shed provide suboptimal intermodal transfers when compared to the vision contained in the 2014 draft EIR (attached).





Respectfully presented for your consideration.

Roland Lebrun

CC

City of Brisbane Mayor and Council
Baylands Development Corporation
Caltrain Board
SFCTA CAC
Caltrain CAC
Caltrain BPAC

6.3.4 TRANSIT NETWORK

The Baylands is served by Caltrain, SamTrans, MUNI Bus, MUNI light rail, and Commute.org. SamTrans buses, MUNI Bus, and MUNI light rail run on Bayshore Boulevard at the western boundary of The Baylands. Caltrain rail runs through the center of The Baylands, and its Bayshore Station is located to the north, near Beatty Avenue (see Figure 6.4).

There are currently two free shuttle bus services that serve Brisbane. They are open to the public and operate during the morning and evening commute peak hours. The Bayshore/Brisbane Commuter Caltrain shuttle runs between the Bayshore Caltrain Station, the Brisbane-Crocker Industrial Park area, and residential stops along San Bruno Avenue. The Brisbane-Crocker Park BART shuttle runs between Balboa Park BART Station, Brisbane-Crocker Industrial Park area, and residential stops in Brisbane Area.

The Baylands strengthens connections to the region's extensive transit network, including connections to the Caltrain station from the east and west and to the Muni station at Sunnydale Avenue and Bayshore Boulevard. The Baylands circulation network accommodates future planned Geneva-Harney Bus Rapid Transit (BRT) along Geneva Avenue (see Figure 6.4).

BAYLANDS SHUTTLES

New shuttle routes will integrate The Baylands into existing routes that connect Brisbane with regional transit networks. The extensions will empower residents, workers, and visitors to travel to, from, and within the community car-free.

Prior to issuance of the first building occupancy permit for any new development other than improvement or relocation of an existing use within The Baylands, a shuttle service plan shall be developed and approved by the City that adds commuter shuttle service into The Baylands (see Figure 6.4). Shuttle service shall be implemented as described in the plan prior to 50% occupancy of any Baylands Specific Plan Area District

The shuttle service will add fare-free shuttle services to connect people from downtown Brisbane into The Baylands in two phases.

Phase one will include service within the western side of The Baylands and terminate at the Bayshore Caltrain Station and Downtown Brisbane. It will operate weekday during the morning and afternoon peak commute hours (approximately 6:00 AM to 9:00 AM and 4:00 PM to 6:00 PM) with maximum one-hour headways within The Baylands to the Caltrain station. Shuttle routes that serve areas outside of The Baylands will be point-to-point once exiting the Specific Plan area in order to efficiently serve downtown Brisbane. The times of operation of this shuttle will supplement service in operation for the existing Brisbane shuttle routes that serve other parts of Brisbane (Bayshore/Brisbane Commuter Caltrain and Brisbane-Crocker Park BART routes).

Phase one will also introduce an internal-serving Baylands shuttle route that operates primarily on Baylands Boulevard. This service will connect residents, commuters, and visitors to the most intensive land uses within The Baylands Specific Plan area. This shuttle will operate between the west side of the Bayshore Caltrain Station Plaza and Ecological Park with stops spaced approximately every 1/4 mile. Service will operate weekdays approximately between the hours of 6:00 AM and 8:00 PM with maximum 15-minute headways.

Phase two will integrate The Baylands Campus East District, including Lagoon Park. It will terminate on the east side of Bayshore Caltrain Station and Downtown Brisbane. On-demand peak service would be piloted as the east side District reaches 50% occupancy. On-demand peak service would use a passenger van weekdays during peak commute hours (approximately 6:00 AM to 9:00 AM and 4:00 PM to 6:00 PM).

The service plan for the internal-serving Phase one and Phase two routes will also identify on-demand service zones for weekend service. It would use a passenger van and operate from approximately 10:00 AM to 5:00 PM on Saturday and Sunday.

An on-demand strategy allows shuttle operators to scale up as demand shifts and grows. It also illuminates time-of-day and location demands to cost-effectively develop structured routes in the future. Permanent fixed routing would be considered to replace on-demand zones when ridership demand exceeds what can be carried in one vehicle, when ridership exceeds eight trips per service hour, or if the trip patterns exhibit clear paths.

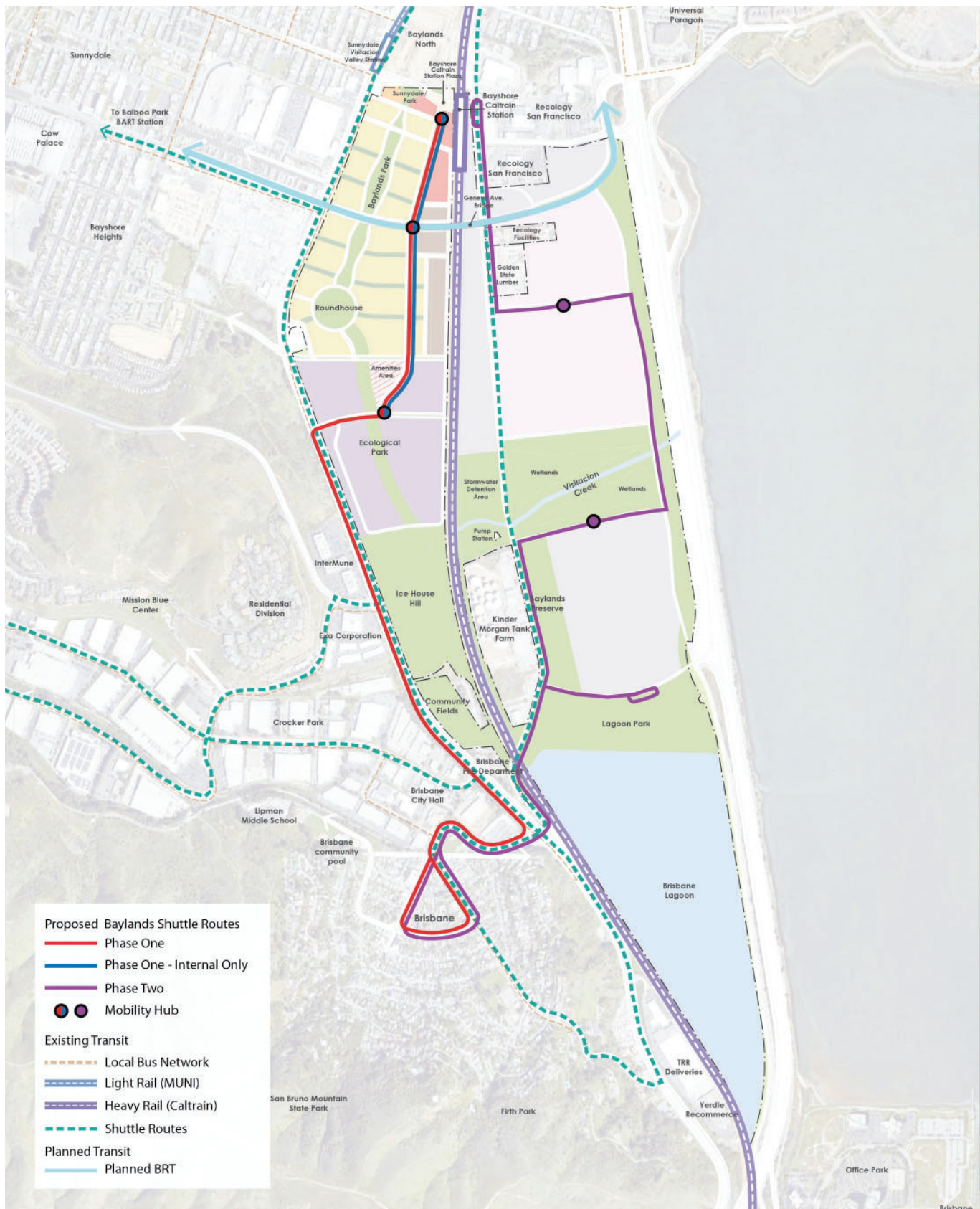


FIGURE 6.4: THE BAYLANDS SHUTTLE EXTENSION AND TRANSIT CONNECTIONS

TABLE 6.5: PROPOSED BAYLANDS SHUTTLE ROUTES

Proposed Baylands Shuttle Route	Weekday Service	Weekend Service
Phase One: Brisbane Downtown	6:00–9:00 AM 4:00–6:00 PM 1 hour headways	No Service
Phase One: Internal Only	6:00 AM–8:00 PM Max 15-minute headways	10:00 AM–5:00 PM On-demand service (expand to fixed route if warranted)
Phase Two: East Side	6:00–9:00 AM 4:00–6:00 PM 1 hour headways	10:00 AM–5:00 PM On-demand service (expand to fixed route if warranted)

MOBILITY HUBS

The Baylands includes strategically placed mobility hubs to provide seamless first-last mile solutions that deliver people from transit stop to destination. Mobility hubs are places where multiple travel options come together, like bus or shuttle service, bikeshare, and/or carshare. See Figure 6.4 for mobility hub locations, and Section 6.4.4 for additional mobility hub design details.

6.3.5 TRANSPORTATION DEMAND MANAGEMENT

The Baylands will provide public infrastructure and programming that enables people to be less dependent on cars. In addition to the transportation improvements, active transportation infrastructure, and transit services previously described, a Baylands-wide Demand Management (TDM) Program shall be developed and implemented, in accordance with guidance from the City/County Association of Governments of San Mateo County (C/CAG). C/CAG is the designated Congestion Management Agency for San Mateo County.

TDM refers to a package of policies, programs, or services that individually and collectively influence travel and parking demand, typically by improving and expanding non-driving mobility options, while maintaining incentives

to increase their use, to reduce vehicle-based trips and parking demand. The Baylands TDM Program will include the measures identified in Table 6.8 that will be implemented in accordance with San Mateo County’s requirements

Because The Baylands development would occur in increments over a 20-year period, individual TDM Plans will be prepared for each applicable site-specific development project as it undergoes Planned Development Permit review that follow requirements set forth by the Baylands TDM Program.

The Baylands Specific Plan Area-wide TDM target shall be a minimum 25% trip reduction below baseline Average Daily Traffic (ADT). Baseline ADT shall be evaluated based on the latest ITE Manual’s trip generation methodology for the appropriate land use of each site-specific development project as it goes under Planned Development Permit review.

Reporting and monitoring will follow C/CAG guidance and recommendations to administer the monitoring and reporting process primarily through project tenant and employee surveys (see Table 6.6).

Most land uses attract a combination of user types over time; however, one type of user will predominantly determine the TDM measures for each land use. Table 6.7 shows how each land use and building type correlate to a TDM primary market. The applicability of each TDM measure to the primary user types (resident, commuter, and visitor) is shown in the rightmost columns of Table 6.8.

TABLE 6.6: C/CAG RECOMMENDED MONITORING & REPORTING STRUCTURE

TDM Plan Checklist Survey Reporting	Multi-Family Residential	Non-Residential
1-6 Years Post-Occupancy	Biennial self-certification	Biennial Survey
6+ Years Post-Occupancy	Not Required	Triennial Survey
Mode Share Surveys	Not Required	Required

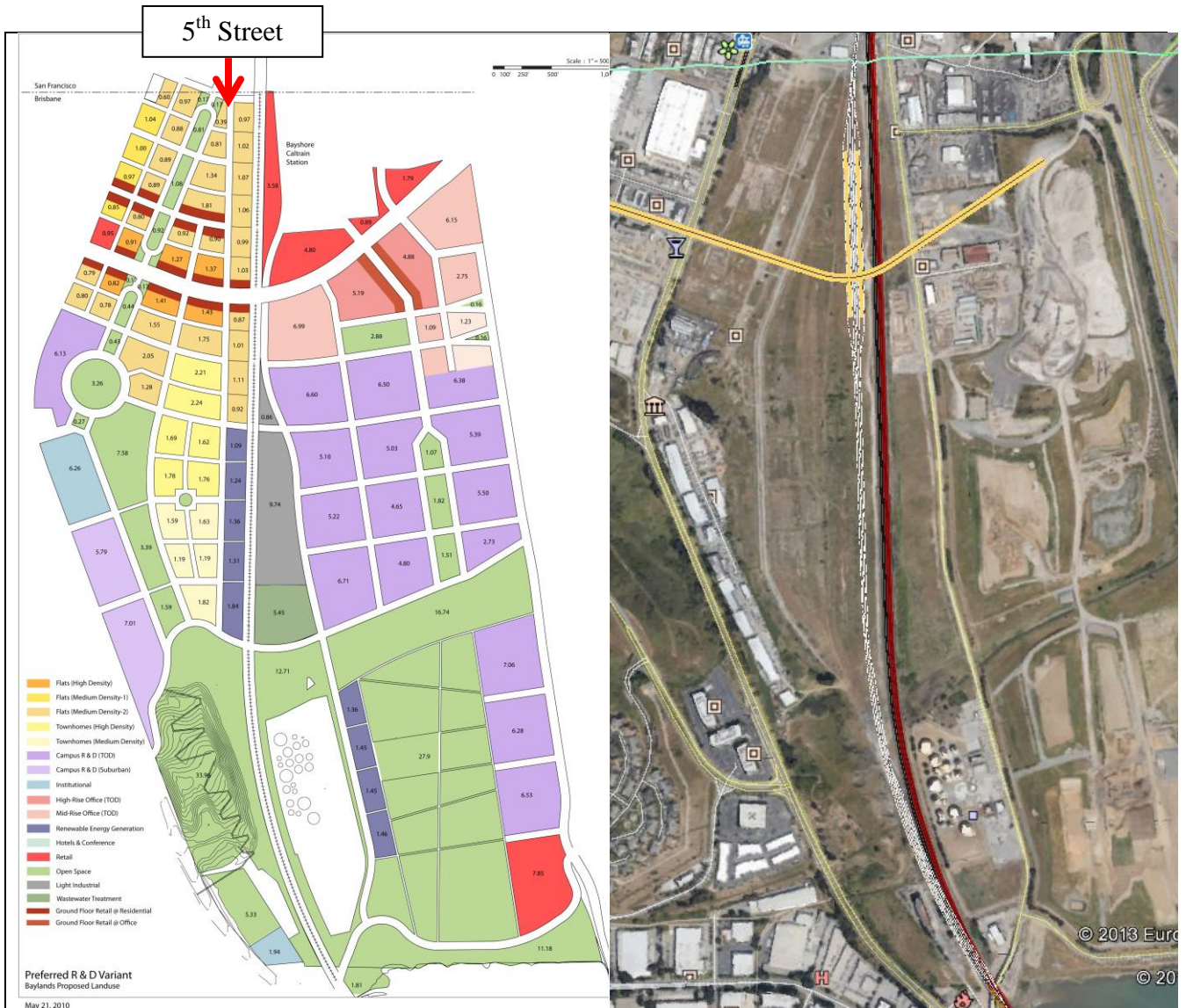
Roland Lebrun
ccss@msn.com
Brisbane Baylands Draft EIR
January 19 2014

Dear Mr. Swiecki,

Thank you for the opportunity to comment on the Brisbane Baylands Draft EIR.

While it is generally accepted that 200 MPH high speed trains will not appear in the Peninsula for at least another 20 years, plans for land use adjacent to the rail corridor should consider future higher speeds in the Peninsula with an eventual objective to connect San Jose to San Francisco in 30 minutes or less.

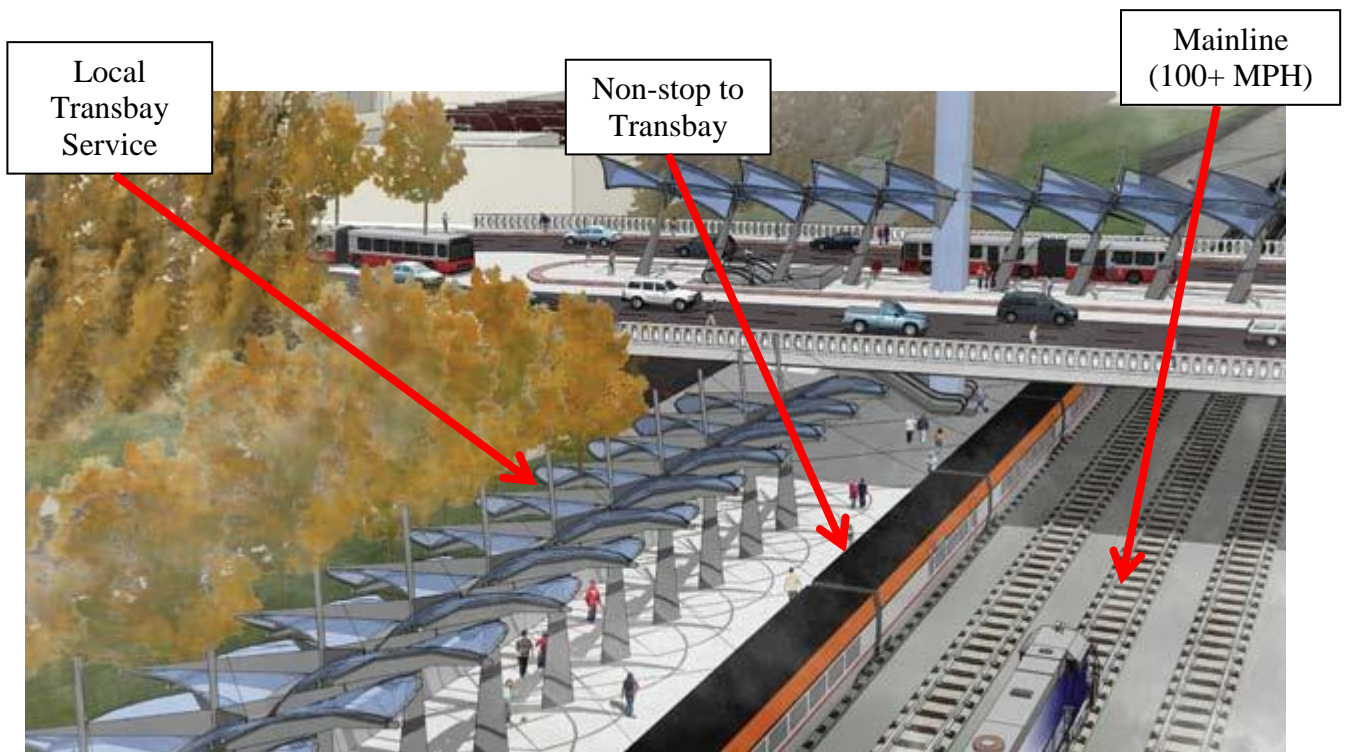
It is in this context that the DEIR should consider a new rail alignment capable of supporting speeds in excess of 100 MPH along the proposed future 5th Street.



The relocation of the tracks and the Bayshore station to the 5th Street alignment would also significantly enhance transfers between Caltrain and the proposed Muni T-Third light rail station on 5th Street.

The relocated Bayshore station would have two additional tracks to facilitate cross-platform transfers between Baby Bullets (5-minute non-stop to Transbay) and locals stopping at Oakdale, 22nd Street, Mission Bay and the Transbay Terminal. The additional station and turnaround tracks would support a capacity of 12 trains/hour between Brisbane and Transbay, 10-20 years ahead of the rest of the Peninsula (Policy 6-12).

The impacts caused by the higher speeds of express trains should be mitigated by creating embankments on both sides of the tracks thereby giving the impression that the proposed Geneva Avenue extension is at grade while the platforms and the tracks are in a trench.



The proposed new alignment would have the following additional advantages:

- Faster, safer and more cost-effective construction of the relocated Bayshore station, including connections to MUNI light rail and Geneva Avenue BRT.
- No construction impacts on Caltrain service.
- Foundation for a future 5-minute connection to San Francisco International (Transbay to SFO in 10 minutes, including a one-minute stop in Brisbane).

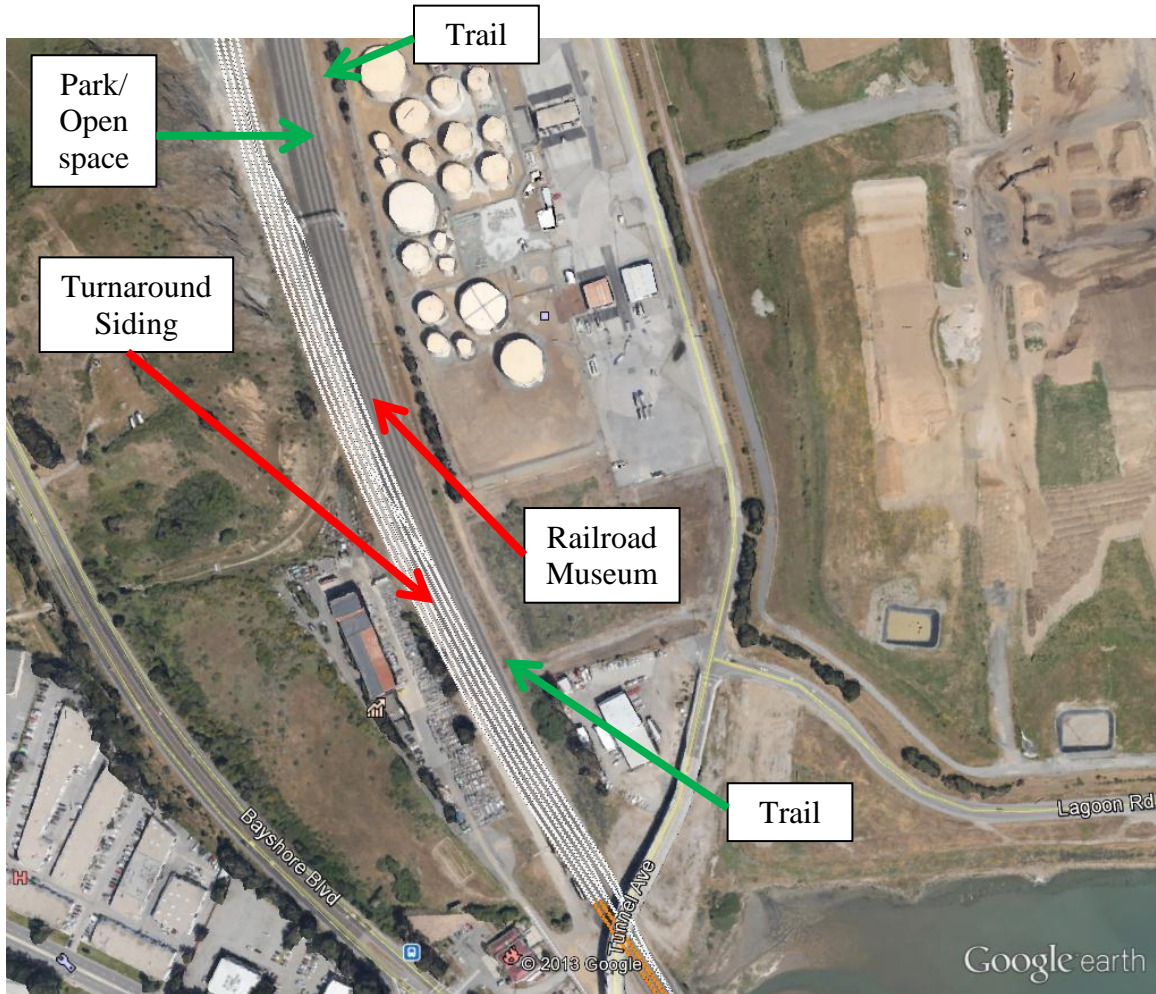
Platform lengths.

Please refer to "Platform Dimensions" on page 13 of Chapter 3 of the Caltrain Engineering Standards: <http://www.caltrain.com/assets/engineering/engineering-standards-2/criteria/CHAPTER3.pdf> : *"The standard platform length shall be 700 feet to accommodate a six (6) car train consist. Platform design shall consider or not preclude a possible expansion of platform length to 1000 feet"*

The DEIR should consider this 1,000-foot requirement because it would enable a Bayshore Caltrain station entrance at Beatty Avenue which is within walking distance of the Schlage Lock development. The DEIR should also consider extending the platforms south of Geneva Avenue to match Transbay's 1,330-foot platform lengths for two reasons: support for double-length Caltrain consists capable of transporting 2,000 passengers to/from special events in downtown San Francisco and/or Brisbane and the ability to disembark and turn around full-length HSR trains in case of an emergency between Brisbane and the Transbay terminal.



- Relocation of the mainline would also facilitate the repurposing of the existing tracks between Ice House Hill and the Kinder Morgan Energy Tank Farm into a siding yard and a location for the future railroad Museum while maintaining an opportunity for a linear park and trail connection between the siding yard and the Tank Farm. The siding yard could provide off-peak storage for up to 8 Caltrain consists as well as the ability to turnaround additional train service (up to 6 additional trains/hour between Bayshore and Transbay) over and above the proposed maximum six Caltrains/hour by 2019.



Thank you for considering these enhancements to this exciting project.

Sincerely,

Roland Lebrun

From: [Roland Lebrun](#)
To: city.council@menlopark.gov
Cc: [Board \(@caltrain.com\)](#); [cacsecretary \(@caltrain.com\)](#)
Subject: A fiscally-responsible approach to Menlo Park quieter zones
Date: Tuesday, May 16, 2023 3:31:52 AM
Attachments: [Follow up to May 9 five-year capital improvement plan.pdf](#)

ATTENTION: This email came from an external source. Do not open attachments or click on links from unknown senders.

Dear Mayor Wolosin and Council,

Thank you for the opportunity to address Council on May 9th.

The attached letter focuses on the following key points:

- List of horn rules applicable to Menlo Park including potential mitigation approaches for each rule.
- Concerns about the approach taken by the current consultants.
- A Recommendation for a **90-day** quiet zone evaluation study including a wayside horn demonstration at one or more (potentially all four) crossings.

"The Installation of two wayside horn systems cost the City about \$300,000, well below what the price tag could have been for four quadrant gates at the two crossings."

https://www.quietzonetech.com/sites/default/files/technology.art_.pdf

Sincerely,

Roland Lebrun

CC

Caltrain Board

Caltrain CAC

Dear Mayor Wolosin and Council,

Thank you for the opportunity to present a wayside horn alternative during public comment on May 9th

The intent of this follow-up letter is as follows:

- 1) Substantiate and elaborate on the comments I made on April 25 about train horn rules
- 2) Question the credibility of the KHA “study”
- 3) **Recommend a 90-day quiet zone evaluation study within existing budget including a wayside horn demonstration at one or more (potentially all four) crossings.**

1) Train Horn rules (rules applicable to Menlo Park are highlighted in **Bold**):

Rule		Sequence	Indication ^[10]
14 (a)		.	Applying air brakes while standing.
14 (b)	*	--	Proceeding. Releasing air brakes. This signal is often referred to as "whistling off," despite it being given by an air horn.
14 (f)	*	..-	Acknowledging a flagman's stop signal
14 (g)	*	..	Acknowledging any signal not otherwise provided for
14 (h)	*	...	Backing up
14 (j)		Calling for signals
14 (l)	*	---.	1. Trains or engines approaching public highway grade crossings shall sound the horn at least 15 seconds, but no more than 20 seconds before the lead engine enters the crossing. Trains or engines travelling at speeds greater than 45 mph shall begin sounding the horn at or about, but not more than, one-quarter mile (1,320 feet) in advance of the nearest public crossing. Even if the advance warning provided by the horn will be less than 15 seconds in duration. This signal is to be prolonged or repeated until the engine or train occupies the crossing; or, where multiple crossing are involved, until the last crossing is occupied. 2. Approaching tunnels, yards, or other points where railroad workers may be at work. 3. Passing standing trains.

14 (m)	*	.	Approaching passenger station
14 (o)		.-	Inspect train for a leak in brake pipe system or for brakes sticking
14 (p)	*	Succession of sounds	Warning to people or animals
14 (q)	*	-. .	1. When running against the current of traffic: 2. Approaching stations, curves, or other points where view may be obscured: and 3. Approaching passenger or freight trains and when passing freight trains.

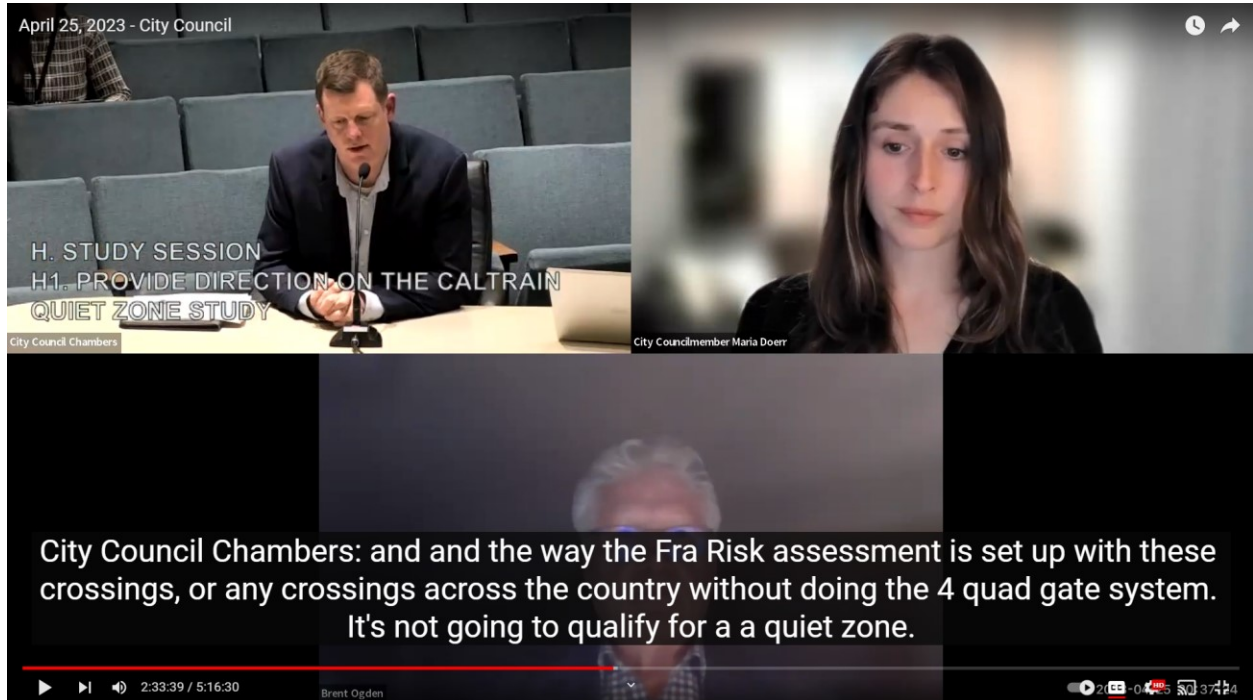
https://en.wikipedia.org/wiki/Train_horn#Common_horn_signals

The horn rules applicable to Menlo Park can be mitigated as follows:

- **Rule 14 (m) Approaching passenger station**
This horn rule could be mitigated through enhancements to the existing Caltrain platform announcement system warning passengers of an approaching train (“Train xxx is approaching”)
<https://abc7news.com/traffic/caltrain-to-replace-speaker-systems/207096/>
- **Rule 14 (l) Trains or engines approaching public highway grade crossings or, where multiple crossing are involved, until the last crossing is occupied.**
This horn rule could be mitigated through the implementation of wayside horns:
“49 CFR Part 222 authorizes use of the automated wayside horn at highway-rail grade crossings equipped with flashing-lights and gates (inside or outside a quiet zone) as a one-to-one substitute for the train horn.”
- **Rule 14 (b) Proceeding. Releasing air brakes**
This horn rule could be mitigated through the implementation of wayside horns. Please note that Caltrain currently uses the sounding of the horn to lower the gates immediately prior to train departures at Oak Grove(northbound) and Ravenswood (southbound) as depicted in 4) in this video:
 - 1) Southbound train approaches Oak Grove crossing (**Rule 14(l)**): <https://youtu.be/YG0Y6k6CJ1w>
 - 2) Additional horn sounding to warn that the train is approaching the station (**Rule 14 (m)**)
<https://youtu.be/YG0Y6k6CJ1w?t=11>
 - 3) Train comes to a halt (train bell stops ringing) followed by pedestrian gate opening:
<https://youtu.be/YG0Y6k6CJ1w?t=61>
 - 4) **Train sounds its horn to indicate that it is about to depart the station (Rule 14 (b)). This sound triggers the lowering of the gate arms:** <https://youtu.be/YG0Y6k6CJ1w?t=93>
 - 5) Train departs and sounds its horn as it approaches the pedestrian and Oak Grove Crossings (**Rule 14(l)**): <https://youtu.be/YG0Y6k6CJ1w?t=110>

- **Rule 14 (p) Warning to people or animals**
This rule cannot be mitigated

2) Question the credibility of the KHA “study”



<https://youtu.be/8cw39MX84es?t=9217>

The assertion by the KHA consultant at the top left of the screen that 4 quad gate systems are required to qualify for a quiet zone is FALSE and contradicts Brent Ogden, the KHA consultant at the bottom of the screen who wrote the following on page 172 of the Highway-Rail Crossing Handbook (<https://railroads.dot.gov/gxhandbook>)

“49 CFR Part 222 authorizes use of the automated wayside horn at highway-rail grade crossings equipped with flashing-lights and gates (inside or outside a quiet zone) as a one-to-one substitute for the train horn.”

“The MUTCD Section 8C.07 provides guidance on Wayside Horn Systems at crossings.”

<https://mutcd.fhwa.dot.gov/htm/2009/part8/part8c.htm>

3) Recommend a 90-day quiet zone evaluation study within existing budget including a wayside horn demonstration at one or more (potentially all four) crossings.

It has now become apparent that KHA never fully complied with the RFP which required a study of alternatives and associated costs and focused entirely on quad gates which should be relegated to a future decision by Caltrain and/or High Speed Rail to upgrade the Peninsula Rail Corridor from an FRA Track Class 5 to a Class 6

https://en.wikipedia.org/wiki/Rail_speed_limits_in_the_United_States#Track_classes

Multiple Menlo Park and Palo Alto residents have asked for years why wayside horns were not considered as a more equitable solution designed to alert vehicles and pedestrians of an approaching train instead of residents ¼ mile away from the crossing.

<https://www.almanacnews.com/news/2022/01/27/menlo-park-without-the-blare-of-train-horns-study-of-quiet-zone-on-caltrain-line-moves-forward>

*"On Monday night, Mahboubi brought his case to the council and secured a commitment that city staff will explore that issue. **Creating such a zone will not be too onerous or expensive**, Mahboubi said. Federal regulations set out the process and criteria for such zones, including a requirement that such a zone be at least half a mile in length and that certain safety measures be put in place. **The measures, which would have to be approved by the FRA in advance, could include such things as wayside horns, signs or closure of crossings.***

*Mahboubi's presentation came shortly before the council was set to discuss a far more ambitious proposal for the Caltrain tracks: the digging of a trench along the corridor in south Palo Alto. While that project comes at a cost of \$1 billion (or \$488 million, if the trench is built under a steeper grade), **creating a quiet zone would be much cheaper and easier, he said. The group believes the crossing already has enough safety measures to enable the creation of the quiet zone with "little to no construction,"** he said.*

*Here **we present to you an opportunity to make within a very short term a very huge impact on a big community,**" Mahboubi said.*

Mahboudi noted in a letter to the council that he and his neighbors have already relayed their concerns to Mayor Nancy Shepherd and senior staff. On Monday, City Manager James Keene said city planners will continue to work on exploring the issue of establishing a quiet zone.

"Our planning staff is attuned to this issue and has already met with some of the folks on this matter and we will continue to meet with them to explore this matter further," Keene said."

<https://www.paloaltoonline.com/news/2014/10/21/downtown-palo-alto-residents-seek-relief-from-train-noise>

Recommendations for Council consideration

- 1) Direct staff to pause all KHA activities effective immediately until further notice
- 2) Direct staff to reach out to Quiet Zones Technologies (QZT) Inc, a firm providing the following services:
 - Quiet Zone Solutions
 - **Quiet Zone Evaluations**
 - Quiet Zone Implementations
 - **Wayside Horn Demonstrations**
 - City Council Presentations
 - Assistance with all required submittals and notifications

<https://www.quietzonetech.com/index.php?q=content/about-us>
- 3) Request cost estimates for a QZT Quiet Zone Evaluation consisting of the following:
 - Field review of the existing crossings within the proposed Quiet Zone corridor and the grade crossing warning devices
 - **Determination of the appropriate Quiet Zone treatments for each grade crossing**
 - **Budgetary cost estimates for each treatment**
 - **Identify most cost-effective treatments for each crossing**
 - Outline of the process required to create a Quiet Zone
 - Report summarizing the findings
 - **90-day schedule**
- 4) **Request an Optional Wayside Horn Demonstration** including the following:
 - Decibel meters will be used to determine the difference in noise levels between the train horns and the Wayside Horn at various areas surrounding the crossing.
<https://www.quietzonetech.com/index.php?q=content/how-automated-horn-system-works>

Respectfully presented for your consideration

Roland Lebrun