

From: Board Secretary

Sent: Monday, July 31, 2017 1:01 PM

To: VTA Board of Directors

Subject: Addendum to the August 3, 2017, VTA Board of Directors Agenda

VTA Board of Directors,

Please find attached the following Addendum to the August 3, 2017, VTA Board of Directors Agenda:

- **8.1.B.X - INFORMATION ITEM - Receive Silicon Valley Rapid Transit (SVRT) Program Update. (Verbal Report)**

Please click [here](#) to view the updated Agenda packet on the VTA website.

Thank you.

VTA Office of the Board Secretary
Santa Clara Valley Transportation Authority
(408) 321-5680

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BOARD OF DIRECTORS MEETING

Thursday, August 3, 2017

Board of Supervisors' Chambers
County Government Center
70 West Hedding Street
San Jose, California

ADDENDUM TO AGENDA

8.1.B.X INFORMATION ITEM - Receive Silicon Valley Rapid Transit (SVRT) Program Update. (Verbal Report)

From: Board Secretary
Sent: Monday, July 31, 2017 6:01 PM
To: VTA Board of Directors
Subject: From VTA: July 31, 2017, Media Clips



VTA Daily News Coverage for Monday, July 31, 2017

1. [San Jose: Officials identify bicyclist killed by VTA train \(Mercury News, multiple news outlets\)](#)
2. [Bicyclist struck, killed by VTA train in San Jose \(ABC7 News\)](#)
3. [USA taking on Jamaica in Gold Cup Finals match at Levi's Stadium \(ABC7 News\)](#)
4. [COMMITTED TO TECHNOLOGY EQUALITY FOR PEOPLE WITH DISABILITIES \(Accessibility News International\)](#)

[San Jose: Officials identify bicyclist killed by VTA train \(Mercury News, multiple news outlets\)](#)

A bicyclist who was struck and killed by a light rail train in San Jose on Saturday afternoon has been identified as Paul Candelaria, 26.

Santa Clara Valley Transportation Authority officials said the bicyclist was struck around 4:30 p.m. at Parkmoor Avenue at Race Street, near Interstate 280.

The Santa Clara County Medical Examiner's Office, which identified Candelaria, did not have a city of residence.

San Jose police are investigating the crash. Nobody on the train was hurt, although service was disrupted between the San Fernando and Fruitdale stations until late Saturday.

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[Bicyclist struck, killed by VTA train in San Jose \(ABC7 News\)](#)

(link to video)

A bicyclist was hit and killed by a VTA train in San Jose Saturday afternoon. The crash was first reported around 4:45 p.m. at Race Street and Parkmoor Avenue. VTA service was shut down in the area while the crash was being investigated. A bus bridge was established between the San Fernando and Fruitdale Stations. No further details were immediately available.

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[USA taking on Jamaica in Gold Cup Finals match at Levi's Stadium \(ABC7 News\)](#)

(link to video)

Thousands of soccer fans converged on Levi's Stadium in Santa Clara for the Gold Cup Finals match between USA and Jamaica.

Santa Clara Police and VTA were anticipating what would happen as 55,000 spectators converged on Levi's Stadium during the height of the evening commute. With each special event staged at the 49ers' stadium, the agencies are learning how best to keep traffic and spectators moving with minimal delays and congestion.

What they hoped wouldn't happen is a repeat of Sunday's match between Real Madrid and Manchester United when a penalty-kick shootout caused 60,000 fans to leave all at once. That led to gridlock.

Road detours and road blocks were in place to help with traffic flow, and Santa Clara Police were monitoring 10 traffic cameras inside a command post at Levi's Stadium where they can adjust signal light timing to improve vehicle flow.

VTA expected to carry about 6,000 passengers, or about 10 percent of the spectators. Additional trains, train cars and buses will be put into service since the 6:30 p.m. game will have fans riding public transit along with regular commuters. Ambassadors will also be posted at stations to help those unfamiliar with the system.

Great America was open as usual. The theme park next to Levi's Stadium was expected to be busy with typical summer crowds, so that will also add to traffic volume.

About the only person we talked to today not phased by the crowds is the manager of Bennigan's, the bar and restaurant across from Great America and Levi's Stadium. David Flowers says he expects to see double the business of a normal Wednesday. Customers on Sunday had a two-hour wait to get inside because of the Real Madrid-Manchester United game. 50-cent beer is normally featured on Wednesdays, but that's not happening tonight. Still, Flowers says by bringing in extra staff, the restaurant will be able to handle the crush. An added

bonus for his customers: They have 250 parking spaces and can leave their cars there and walk over to the game.

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[COMMITTED TO TECHNOLOGY EQUALITY FOR PEOPLE WITH DISABILITIES](#) **(Accessibility News International)**

The year 2017 will be remembered as a major milestone in the relationship between technology and equality.

Earlier this year, updates were finally approved to the Section 508 Amendment of the U.S. Rehabilitation Act of 1973 that transformed turn-of-the-century accessibility guidelines for procurement and services of the U.S. federal government to encompass modern challenges and solutions. This new set of requirements provides organizations with a roadmap toward creating inclusive technologies that can benefit all individuals, including people with disabilities.

In anticipation of these new changes, IBM has already published a unified [accessibility checklist](#) and techniques in the public domain covering software, documentation and web content. We are one of the first to combine guidance for the Revised 508 Standards with the EN 301 549 standard in Europe, and the Web Content Accessibility Guidelines 2.0. The new checklist complements other IBM tools and open source that build on accessibility standards, such as the [Dynamic Assessment Plug-In](#) and the [Verified Accessibility Samples \(Va11yS\)](#).

As today marks the 27th anniversary of the Americans with Disabilities Act, it is important to reflect upon the evolving role technology plays in creating a more inclusive workplace and society. It's a reminder of how far we've come, but also how much work is left to do. We must continue pushing technology to eliminate barriers so everyone can achieve their full potential at work and through life.

Our mission is to enable our products and services to be accessible and develop new assistive technologies to help people of all abilities navigate the physical and online worlds.

With technology emerging at an unprecedented pace we have an opportunity to leverage artificial intelligence, mobile, and the Internet of things (IoT) to supplement or enhance our human abilities in ways not possible before.

This is why IBM has always been at the forefront of establishing accessibility standards as they play a critical role in ensuring the interoperability of new technology and the acceleration of innovation upon a common foundation.

Additionally, IBM is pushing the boundaries of accessibility with new cognitive technologies. Our team in Japan has created a cognitive mobile voice navigation application that guides people with disabilities with an accessible route to their intended destination. It has been

experimented and demonstrated in an underground pedestrian walkway and shopping center of Nihonbashi-Muromachi, a popular downtown district in Tokyo, Japan.

In our Almaden Research Center, we are working with U.C. Santa Cruz and the Santa Clara Valley Transportation Authority to leverage cognitive technology to develop accessible public transit services so passengers have more confidence in boarding the correct train or bus. And, to help students with learning disabilities, we developed Content Clarifier, which simplifies, summarizes, and augments content into a simplified form so people can consume and comprehend the most important concepts.

Finally, aging is a key priority. No other group faces more obstacles than the senior demographic from acquiring disabilities associated with age to the loss of independence, and ability to stay connected with friends and family. The complexity, scale, and impact of aging motivates us to tackle one of the most challenging problems across the globe.

To tackle this challenge, we have launched a Cognitive Eldercare initiative to transform the way seniors age in place. IBM is working with clients, such as Avamere and Sole Cooperativa, to develop cognitive IoT solutions where we use sensor data to monitor the daily activities and general health of our growing aging population to provide insights to improve care quality and operational efficiency.

On this important anniversary, we all need to re-commit to global inclusion and do our part to make “access for all” a true reality.

Dr. Ruoyi Zhou

Director of Accessibility Research, IBM

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From: Board Secretary
Sent: Tuesday, August 01, 2017 4:16 PM
To: VTA Board of Directors
Subject: From VTA: August 1, 2017 Media Clips



VTA Daily News Coverage for Tuesday, August 1, 2017

1. [BART needs more riders to step up to help keep system safe \(San Francisco Chronicle\)](#)
2. [Mapped: This is the pipeline of Bay Area development projects planned near BART \(San Francisco Business Times\)](#)

[BART needs more riders to step up to help keep system safe \(San Francisco Chronicle\)](#)

“BART really needs to do a better job of making people feel safe.”

That’s what a reader wrote in response to my column about BART commuters terrorized for several stops on the Pittsburg/Bay Point line last week by a man threatening to kill them — and how one rider felt the reaction from BART police was inadequate.

Emails poured in from readers — and riders — stuffing my inbox like a rush-hour train car. I didn’t expect so many complaints about BART, but obviously I’m not the only one concerned about safety.

“The persistent problem with BART — I ride it several times a week — is that police presence is virtually non-existent,” another reader wrote.

Yet another reader offered this solution to a [situation like the one I wrote about](#): When BART police are far away from a problem being called in, instead of waiting to intercept a train at a station down the line, BART should coordinate a quicker response with the California Highway Patrol and the local sheriff’s department.

That sounds complicated, but it’s certainly less dangerous than what I fear: vigilante justice. More than a few readers told me they were ready to take matters into their own hands.

“People who want to hurt us need to understand someday they’ll run into someone who will take care of ourselves first, those around us next and we’ll take action against unsafe situations,” wrote one of several readers who said they had permits for concealed firearms.

Wait, let's take a breather.

BART averages about 423,000 riders each weekday, and it wants riders to take action when they see a problem — but not violent action.

What BART really needs is for more people to report any situation that makes them feel unsafe. But it's not enough to say a person is causing problems. You have to spell out for police why you think a person is dangerous.

BART averages about 423,000 riders each weekday, and it wants riders to take action when they see a problem — but not violent action.

"If an officer's not there, we really need our citizens and BART customers to explain to us what happened, and to be willing to participate in our investigation," said Lance Haight, BART's deputy police chief.

There are four ways to call for help. You can dial 911 and have the call transferred to BART police. You can save the direct line to BART police — (510) 464-7000 — on your phone. You can download the BART Watch mobile app on your phone — it lets you text a report to BART police dispatch. Or, if you're on a train, you can use the intercom at the end of the car to talk to the train operator.

In the incident I wrote about, the early morning commute of Mike Hohndorf of Oakley and dozens of other passengers was disrupted July 21 by a man who yelled, "I'm going to stab all of you!" as riders waited for the North Concord/Martinez BART Station to open.

The man continued to shout threats on the BART train until he got off at the MacArthur Station. This irked Hohndorf, because he had had a conversation with a BART police officer about the problem before the man got on the train at North Concord/Martinez.

When I spoke to Haight on Friday morning, I learned that the officer Hohndorf spoke with had recognized the man from a few weeks earlier. But on July 21, when the officer asked what the man was doing, he calmly said he was just going to San Francisco.

He didn't shout, stomp his feet or make a death threat in the officer's presence, which is why he was able to get on the train. Hohndorf had told the officer that the man was a danger to himself and others, but according to BART police, he didn't tell the officer about the death threats.

"If this guy's threatening people, our officer needs to know that," Haight said. "And with that information, our officer is expected — should, shall — take enforcement action. When our officer knows that a person is a danger to themselves or others, we cannot allow that person just to go about their way."

Taking action doesn't end with just making a call. Sometimes action requires providing a statement — or making a citizen's arrest.

Wait, let's take another breather.

No, a citizen's arrest doesn't mean tackling someone and holding him until the police arrive, something you might see in a movie. Rather, it means signing a form stating what criminal behavior you observed and that you're willing to press charges.

Yes, you might have to step off the train before your stop to take care of the situation.

Yes, filing a complaint takes time.

Passengers' unwillingness to get involved is a problem BART officers often face when responding to a disturbance, according to Haight. Many times when the officer arrives, the subject of the call starts behaving like a model citizen — as happened on July 21. And when officers poke their head into a train and ask if anyone saw anything, there's dead silence.

Nobody wants to say who done it.

"We can't take that next step of actually bringing them into custody unless someone steps up and offers the detailed information, and signs it," BART spokeswoman Alicia Trost said.

So if you see something on a train, BART really wants to hear from you — even if it means you'll arrive late to your destination.

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[Mapped: This is the pipeline of Bay Area development projects planned near BART \(San Francisco Business Times\)](#)

Traffic is choking the Bay Area.

So as the region's workers suffer through punishing commutes on snarled roads, developers are turning to transit-oriented development as a solution. Blake | Griggs Properties is trying to revive a long-stalled 600-unit development at the... [more](#)

More than 100 projects throughout the Bay Area are planned on top of, next to or within blocks of a [BART](#) station. These projects — residential, office and retail developments on both private and public land — can command a premium. Despite developers' enthusiasm and increasing demand, many of these projects have been stuck for years with little movement, as detailed in [this week's cover story](#).

We've mapped nearly every project that's in concept, proposed, approved or has broken ground within a half-mile of an existing or under construction [BART](#) station.

The map doesn't include projects within a half-mile of San Francisco's [BART](#) stations. Those [can be found here](#) by scrolling to the maps at the bottom of the page.

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From: Board Secretary

Sent: Wednesday, August 02, 2017 3:31 PM

To: VTA Board of Directors

Subject: VTA: August 3, 2017, Board of Directors Meeting - Information Pertaining to Agenda Item 4.1 - Hearing- Notice of Intention to Adopt Resolutions of Necessity

VTA Board of Directors:

Attached is information pertaining to the following August 3, 2017, Board of Directors Meeting Agenda:

Agenda Item #4.1 – HEARING - NOTICE OF INTENTION TO ADOPT RESOLUTIONS OF NECESSITY

- Letter from Matteoni O’Laughlin & Hechtman Lawyers representing Alves Alongi Properties, LLC.
- VTA response Letter

Thank you.

VTA Office of the Board Secretary
Santa Clara Valley Transportation Authority
3331 North First Street, Building B-1
San Jose, CA 95134-1927
Phone: 408-321-5680
E-mail: board.secretary@vta.org



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July 24, 2017

Chair and Members of the Board
Santa Clara Valley Transportation Authority
3331 North First Street, Building B Second Floor
San Jose, CA 95134-1906

Norman E. Matteoni
Peggy M. O'Laughlin
Bradley M. Matteoni
Barton G. Hechtman
Gerry Houlihan

Re: Property Id # JPB-SCL-4-0112 (APN: 230-41-001)

Dear Chair and Members of the Board:

I represent the owner of the above property who just received by mail a notice, dated July 18, 2017, of intention to adopt a resolution of necessity on August 3, 2017.

First, the code requires 15 days' notice and there must be added 5 days for processing mail. The notice was not timely.

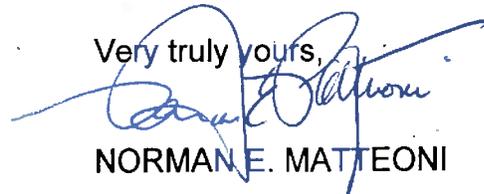
Second, as to substance, the offer referenced in the draft resolution at subpart (g) is inadequate and not related to a current valuation date. Specifically, the offer was made over a year ago, based on supporting sales, all of which were in 2015 except one in January 29, 2016 (1.5 years ago).

Even the format of the offer was not proper; Government Code Section 7267.2(a) requires that the owner be provided a written summary of the basis for the amount the agency has established as just compensation. All that was provided the owner in this case, together with a cover letter and deed, were some sales sheets and 2 tables of sales (one of which has hand written notes of value as improved and unimproved, concluding "Say \$2,600,000". (See attachments enclosed.)

In the words, of someone famous of few years ago: "Say what?"

Therefore the owner objects to the adoption of this resolution on August 3, 2017.

Very truly yours,



NORMAN E. MATTEONI

NEM/jm
Encl.

cc: Evelyn Tran
Jim Alves

 848 The Alameda
San Jose, CA 95126
ph. 408.293.4300
fax. 408.293.4004
 www.matteoni.com

COMPARABLE IMPROVED SALES SUMMARY TABLE

<u>Sale #</u> <u>BRI #</u>	<u>Location</u> <u>APN</u>	<u>Buyer</u> <u>Seller</u>	<u>Sale Date</u> <u>Doc. No.</u>	<u>Total</u> <u>Sale Price</u>	<u>Zoning</u>	<u>Year</u> <u>Built</u>	<u>Parcel</u> <u>Size</u> <u>(Acres)</u>	<u>Rentable</u> <u>Area (SF)</u> <u>Office %</u>	<u>Site</u> <u>Cov.</u>	<u>Price/SF</u> <u>Building</u> <u>Land</u>
S-1 585	1250 Campbell Avenue San Jose, California APN: 230-14-009	Devcon Investments, LLC. Roderick F. & Donna R. Miller	01/29/16 23208367	\$2,427,000	LI	1964	0.71	9,608 15% est.	31%	\$253 \$78/SF
S-2 583	1720 Rodgers Avenue San Jose, California APN: 237-09-125	ARCO Group, LLC Hassan H. Sarji and Rosana M. Sarji	09/02/15 23069948	\$2,000,000	HI	1972	0.64	6,800 50%	24%	\$294 \$72/SF
S-3 382	70 North Sunset Avenue San Jose, California APN: 481-07-027	Robert Houret Construction Co. Coastal Properties Sunset Ave.	07/02/15 23005711	\$2,400,000	MS-C	1960	1.60	20,000 6.2%	29%	\$120 \$34/SF
S-4 383	980 Martin Avenue San Jose, California APN: 224-62-010	980 Martin Ave., LLC Gaffney MF & JM Trust	06/12/2015 22984379	\$1,476,000	MH	1947	0.47	4,000 23.0%	20%	\$369 \$72/SF
S-5 384	2634 Pacer Lane San Jose, California APN: 497-37-006	Pacer Lane, LLC Brenton DF & CM Trust	03/18/15 22887632	\$975,000	ML	1970's	0.48	6,200 10.0%	30%	\$157 \$47/SF
Subject	1025 Stockton Avenue San Jose, California APN: 230-41-001	---	---	---	HI	~1975	1.70	8,568 16%	11.5%	-

Imp $\$303.00 \times 8,568 = \$2,596,104.00$

Land $\$35.00 \times 74,256 = \$2,598,960.00$

Say \$2,600,000.00

ENINSULA CORRIDOR JOINT POWERS BOARD
 VALUATION SUMMARY STATEMENT AND
 SUMMARY OF THE BASIS FOR JUST COMPENSATION
 (Pursuant to Government Code Section 7267.2)

APN: 230-41-001
 Parcel No. JPB-SC4-0112

COMPARABLES USED IN SALES COMPARISON*

	Property Identification	Sale Date	Total Sale Price	Land Area (Acre)	Rentable Area (SF) Office%	Zoning Specific Plan	Site Coverage	Price/SF Building Land
1	230-14-009	1/29/16	\$2,427,000	0.71	9,608 15% est	LI	31%	\$253 \$78/SF
2	237-09-125	9/2/15	\$2,000,000	0.64	6,800 50%	HI	24%	\$294 \$72/SF
3	481-07-027	7/2/15	\$2,400,000	1.60	20,000 6.2%	MS-C	29%	\$120 \$34/SF
4	224-62-010	6/12/15	\$1,476,000	0.47	4,000 23.0%	MH	20%	\$369 \$72/SF
	497-37-006	3/18/15	\$975,000	0.48	6,200 10.0%	ML	30%	\$157 \$47/SF

* Adjustments were made to account for the time of purchase and for qualitative and quantitative differences in the properties.

GROUND LEASES USED IN TEMPORARY CONSTRUCTION EASEMENT COMPARISON

	Tenant / Property Identification	Rentable Area (Ac)	Building Size (SF)	Lease Term	Lease Began	Annual Rent/SF	Annual Rent	Terms	Est. Land Value (psf)	Cap. Rate
1.	N/A									
2.										
3.										

SITE LEASE # 1

Property Identification

SERPICO LANDSCAPE

Location: 560 Newhall Street, San Jose
1/4M± N of subject property

APN: 230-23-042, -045, & -048

Lease Data

Commencement Date: March 1, 2015

Term: 5 years

Lessor:

Lessee: Serpico Landscaping

Renewal Options:

Initial Rental Rate: \$7,491 / month, or \$0.23 / sf of site area

Rental Escalations: Conventional

Expense Basis: Gross

Property Data

Land Area (SF): 32,141

Site Improvements: Asphalt paved, fenced yard

Structural Improvements: Two small, older SFRs converted to office; small detached garages in rear of former houses

Intended Use: Landscaping company office and storage yard

Comments: The property is within the subject neighborhood, with similar location and access characteristics. Adjacent to residential neighborhood to west. Irregularly shaped parcel.

SITE LEASE # 2

Property Identification

Location: 630-640 Emory Street, San Jose
1/4M± SE of subject property

APN: 259-09-025

Lease Data

Commencement Date: February 1, 2015

Term: 5 years

Lessor:

Lessee: Gachina Landscape Management

Renewal Options:

Initial Rental Rate: \$9,180 / month, or \$0.17 / sf of site area

Rental Escalations: 3% annually

Expense Basis: NNN

Property Data

Land Area (SF): 54,885

Site Improvements: Paved, fenced yard

Structural Improvements: Several buildings

Intended Use: Landscaping company office and storage yard

Comments: The property is within the subject neighborhood, with similar location and access characteristics. Older, low cost buildings.

SITE LEASE # 5

Property Identification

Location: 7160 Stevenson Blvd, Fremont
11M± N of subject property

APN: 531-0165-047

Lease Data

Commencement Date: November 1, 2016

Term: 3 years

Lessor: Alaniz Family Trust

Lessee: BDS Transportation

Renewal Options:

Initial Rental Rate: \$4,000 / month, or \$0.20 / sf of site area

Rental Escalations: 3% annually

Expense Basis: Full service

Property Data

Land Area (SF): 16,000

Site Improvements: Fenced, partially paved

Structural Improvements: None

Intended Use:

Comments: Leased area is a rectangular portion of a larger parcel; secured gated access to the larger parcel



Writer's Direct Telephone:
 (408) 321-7565
 Fax: (408) 321-7547

July 27, 2017

Norman E. Matteoni, Esq.
 Matteoni O'Laughlin & Hechtman
 848 The Alameda
 San Jose, California 95126

Dear Mr. Matteoni,

This is a response to your letter, dated July 24, 2017 to the Chair and Members of the Board of the Santa Clara Valley Transportation Authority, written on behalf of Alves Alongi Properties, LLC, the owner of property identified as JPB-SCL-4-0112 (APN: 230-41-001). In your letter, you object to the adoption of a Resolution of Necessity on three grounds. Each is addressed below.

1. Inadequate Notice of Intent to Adopt a Resolution of Necessity. Your letter states that "the code requires 15 days' notice and there must be added 5 days for processing mail." There is no such requirement. The relevant statute governing notices of intent to adopt Resolutions of Necessity is Code of Civil Procedure section 1245.235. The statute provides, in relevant part:

(b) The notice . . . shall be sent by first-class mail . . . and shall state all of the following. . . .

(d) Notwithstanding subdivision (b), the governing body may satisfy the requirements of this section through any other procedure that has given [the record owner] written personal notice and a reasonable opportunity to be heard" on the [Resolution].

In this case, the notice was sent by overnight delivery on July 18, 2017, thereby ensuring delivery of the notice to your client by July 19, 2017 – 15 days before the meeting. (*See City of Lincoln v. Barringer* (2002) 102 Cal.App.4th 1211, 1227 (rejecting owners' argument that 15 days' advance notice was required).

Norman E. Matteoni, Esq.
July 27, 2017
Page Two

Your letter confirms that the owner received actual written notice of the hearing no later than July 24, 2017, and is represented by counsel in this matter. We deem your written objection to be timely and confirm that the owner has not waived any right to appear at the hearing on August 3, 2017. Please confirm prior to the hearing date whether you, your client, or some other representative plans to appear. Regardless of actual appearance at the hearing, we will make your letter a part of the administrative record.

2. Inadequate Offer. Government Code sections 7267.1 and 7267.2 require that prior to the passage of a Resolution of Necessity, the agency obtain an independent appraisal from a qualified appraiser and initiate negotiations for an amount not less than that appraisal. This was done here. While your client may believe that compensation should be higher, compensation disputes are NOT proper issues for the Board to consider in determining whether to adopt a Resolution of Necessity.

3. Format of Offer. Your letter attaches only selected pages from the written offer that was delivered to the owner pursuant to Government Code Section 7267.2. Your attachment is incomplete. For your convenience, enclosed is a copy of the offer letter and the complete appraisal summary statement that were delivered to the owner. They provide the statutorily required written summary and basis for the appraisal, including the date of valuation, highest and best use, the applicable zoning of property, and the principal transactions supporting the determination of value.

Please contact us if you plan to attend the appear at the hearing and if you have any further questions.

Very truly yours,



EVELYNN TRAN
Deputy General Counsel

ET/mm
Enclosure



July 14, 2016

Alves Alongi Properties, LLC, a California Limited Liability Company

RE: Peninsula Corridor Electrification Project
Project Parcel No: JPB-SC4-0112
Property Address: 1025 Stockton Avenue, San Jose, CA 95110
Santa Clara County Assessor's Parcel Numbers: 230-41-001

Offer to Purchase Real Property

Dear Mr. Alves:

The Santa Clara Valley Transportation Authority is assisting its partner agency, the Peninsula Corridor Joint Powers Board (JPB), with the acquisition of real property for the construction of the Peninsula Corridor Electrification Project (the "Project"). The Project will install an Overhead Catenary System (OCS) and electrify the railroad right of way corridor between the 4th and King Street terminus station in San Francisco and the Tamien Station in San Jose. The project is scheduled to begin in late 2016 and be completed in approximately 2020.

The Project will require the purchase of 1.70 acres of fee from the above-referenced property.

JPB has established the amount of just compensation for these interests and hereby makes an offer in the amount of \$2,600,000 for the real property rights described herein. This offer is based on an independent appraisal of the subject property. To assist you in understanding this offer, we have enclosed the following documents for your review:

1. Statement and Summary of the Basis for Appraisal
2. Summary Statement Relating to the Purchase of Real Property or an Interest Therein
3. Right of Way Contract (2 originals)
4. Grant Deed
5. Information brochure "Your Property . . . Your Transportation Project"

The JPB has retained Bender Rosenthal, Inc. as its agent to acquire the real property interests needed for the described project. This offer was personally presented by Mr. Gary Dowd, Real Estate Agent. If you have any questions regarding the acquisition process and/or the documents described above, please contact Mr. Gary Dowd at (800) 558-5151, or by email: gdowd@arws.com. You may also contact Mr. Courtney T. Decius, JPB Senior Real Estate Officer at (650) 508-6225 if you have questions regarding the Project.

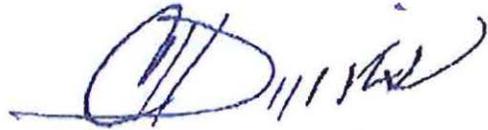
Alves Alongi Properties LLC
July 14, 2016
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Thank you for your cooperation.

Sincerely,



Ron Golem
Deputy Director
Real Estate and Joint Development



Courtney T. Decius
Senior Real Estate Officer
Peninsula Corridor Joint Powers Board

Enclosures

APPRAISAL SUMMARY STATEMENT

BASIC PROPERTY DATA

OWNERS: Alves Alongi Properties, LLC
PROJECT: Caltrain Peninsula Corridor Electrification Project
PROPERTY ADDRESS: 1025 Stockton Avenue, San Jose, CA 95110
DATE ACQUIRED BY OWNERS: 5+ Years
ZONING: H-I, Heavy Industrial
PRESENT USE: Bus Transportation
HIGHEST AND BEST USE¹: Industrial warehouse facility
TOTAL PROPERTY AREA: 1.70 acres (74,256± sf)
PROPERTY RIGHTS PROPOSED TO BE ACQUIRED: 1.70 acres fee
INCLUDING ACCESS RIGHTS? YES X NO _____
DATE OF THIS VALUATION: April 29, 2016

BASIS OF VALUATION

The just compensation being offered by the Peninsula Corridor Joint Powers Board is not less than the approved appraisal of the fair market value of the property. The fair market value of the property proposed for acquisition is based on a fair market value appraisal prepared according to accepted appraisal procedures. Where appropriate, sales and rental value of comparable properties are utilized. Principal transactions of comparable properties, where evaluated, are included herein (Pages 2-3). Amongst other factors, the appraiser has given full and careful consideration to the highest and best use for development of the property and to all features inherent in the property, including, but not limited to, zoning, development potential, market conditions and forecasts, and the income the property is capable of producing.

California Code of Civil Procedure Section 1263.320 defines fair market value as follows:

- (a) The fair market value of the property taken is the highest price on the date of valuation that would be agreed to by a seller, being willing to sell but under no particular or urgent necessity for so doing, nor obliged to sell, and a buyer, being ready, willing, and able to buy but under no particular necessity for so doing, each dealing with the other with full knowledge of all the uses and purposes for which the property is reasonably adaptable and available.
- (b) The fair market value of property taken for which there is no relevant, comparable market is its value on the date of valuation as determined by any method of valuation that is just and equitable.

PENINSULA CORRIDOR JOINT POWERS BOARD
**VALUATION SUMMARY STATEMENT AND
SUMMARY OF THE BASIS FOR JUST COMPENSATION**
(Pursuant to Government Code Section 7267.2)

APN: 230-41-001
Parcel No. JPB-SC4-0112

Value of the property rights proposed to be acquired,
including the following improvements:

A. Fee Simple Land and included Improvements:	\$ <u>2,600,000</u>	
B. Improvements Pertaining to the Realty ² :	\$ <u>0</u>	
C. Permanent Access Easement:	\$ <u>0</u>	
D. Excess Land:	\$ <u>0</u>	
E. Temporary Construction Easement:	\$ <u>0</u>	
TOTAL:		\$ <u>2,600,000</u>
 Severance Damages ³ :		 \$ <u>0</u>

In addition to determining the market value of the parcel(s) sought to be acquired, severance damages were considered. Severance damages are determined based on whether or not the remainder, any property not acquired, would be diminished in value by reason of the proposed acquisition and/or by the construction of the improvement in the manner proposed. Some severance damage may be mitigated or entirely eliminated by estimating the cost to cure the damage. Where severance damages are found, offsetting benefits are determined. (See Page 4 — Benefits defined.) Under California law, benefits can only be offset against severance damages. If no severance damages are found, there is no application of offsetting benefits.

Explanation of Severance Damage Determination: The acquisition does not diminish the legal or physical utility of the remainder.

Benefits⁴: \$ 0

JUST COMPENSATION FOR ACQUISITION: \$ 2,600,000
(rouned to) \$ 2,600,000

CONSTRUCTION CONTRACT WORK (No cost to owner) \$ 0

SUMMARY OF THE BASIS FOR JUST COMPENSATION
Narrative summary of the valuation process supporting compensation:

The market value for the property to be acquired by the Peninsula Corridor Joint Powers Board is based upon an appraisal which was prepared in accordance with accepted appraisal principles and procedures. Recent sales of comparable properties and cost data were utilized as appropriate. Amongst other factors, full consideration was given to zoning, development potential, market conditions and forecasts, and the income the property is capable of producing. The sales comparison approach was used to estimate the fair market value of the property. The cost and income capitalization approaches were excluded from the analysis, as the property is a vacant lot.

PENINSULA CORRIDOR JOINT POWERS BOARD
 VALUATION SUMMARY STATEMENT AND
 SUMMARY OF THE BASIS FOR JUST COMPENSATION
 (Pursuant to Government Code Section 7267.2)

APN: 230-41-001
 Parcel No. JPB-SC4-0112

COMPARABLES USED IN SALES COMPARISON*

	Property Identification	Sale Date	Total Sale Price	Land Area (Acre)	Rentable Area (SF) Office%	Zoning Specific Plan	Site Coverage	Price/SF Building Land
1	230-14-009	1/29/16	\$2,427,000	0.71	<u>9,608</u> 15% est	LI	31%	<u>\$253</u> \$78/SF
2	237-09-125	9/2/15	\$2,000,000	0.64	<u>6,800</u> 50%	HI	24%	<u>\$294</u> \$72/SF
3	481-07-027	7/2/15	\$2,400,000	1.60	<u>20,000</u> 6.2%	MS-C	29%	<u>\$120</u> \$34/SF
4	224-62-010	6/12/15	\$1,476,000	0.47	<u>4,000</u> 23.0%	MH	20%	<u>\$369</u> \$72/SF
	497-37-006	3/18/15	\$975,000	0.48	<u>6,200</u> 10.0%	ML	30%	<u>\$157</u> \$47/SF

* Adjustments were made to account for the time of purchase and for qualitative and quantitative differences in the properties.

GROUND LEASES USED IN TEMPORARY CONSTRUCTION EASEMENT COMPARISON

	Tenant / Property Identification	Rentable Area (Ac)	Building Size (SF)	Lease Term	Lease Began	Annual Rent/SF	Annual Rent	Terms	Est. Land Value (psf)	Cap. Rate
1.	N/A									
2.										
3.										

PENINSULA CORRIDOR JOINT POWERS BOARD
VALUATION SUMMARY STATEMENT AND
SUMMARY OF THE BASIS FOR JUST COMPENSATION
(Pursuant to Government Code Section 7267.2)

APN: 230-41-001
Parcel No. JPB-SC4-0112

DEFINITIONS*

¹ Highest and Best Use Analysis

Highest and best use is defined as the reasonably probable use of land which is legally permissible, physically possible, and financially feasible that results in the highest value. Highest and best use analysis is used in the appraisal process to identify comparable properties and, where applicable, to determine whether the existing improvements should be retained, renovated, or demolished.

² Improvements Pertaining to Realty (if any)

Machinery, fixtures, and equipment identified here were separately valued as improvements pertaining to the realty. Prior to escrow close, owner and lessee must agree (and confirm in writing) as to ownership of said improvements pertaining to the realty, a list of which, if applicable, is attached to the Purchase Agreement as Exhibit “__” and delivered contemporaneously with this valuation summary statement.

³ Severance Damages (Applies to Proposed Partial Acquisitions ONLY)

The appraisal also determines whether or not the District's proposed acquisition results in damages to the remaining property. The basis for this determination is whether or not the value of the remainder, any property not acquired, is diminished by reason of the anticipated acquisition of the property interest being acquired and the construction of the improvement in the manner proposed. (Cost to Cure) Severance Damages may be mitigated or entirely eliminated by estimating the total cost to cure the damages.

⁴ Benefits (Applies to Proposed Partial Acquisitions ONLY)

Benefit to the remainder is the benefit, if any, caused by the construction and use of the project for which the property is acquired in the manner proposed.

* These definitions are general and provided to assist in the discussion related to the proposed acquisition. They are not intended to be legal definitions.

**Valuation Summary and Offer of Just Compensation
Authorized and Approved for Presentation:**

PENINSULA CORRIDOR JOINT POWERS BOARD



By: Courtney T. Declus

Title: Senior Real Estate Officer

Date: July 18, 2016

**SUMMARY STATEMENT RELATING TO PURCHASE OF
REAL PROPERTY OR AN INTEREST THEREIN**

The Peninsula Corridor Joint Powers Board (JPB) plans to build the Peninsula Corridor Electrification Project (the "Project"). The Project will install an Overhead Catenary System and electrify the railroad right of way corridor between the 4th and King Street terminus station in San Francisco and the Tamien Station in San Jose.

Your property located at 1025 Stockton Avenue, San Jose, CA 95110, is within the project area and identified by Santa Clara County Assessor Parcel No. 230-41-001. As you can see from the enclosed Appraisal Summary Statement, the JPB is offering to purchase your property for the fair market value as determined by a California licensed appraiser hired by JPB. The real property interests proposed to be acquired are described in the Right of Way Contract and in the Statement and Summary of Basis for Appraisal included in this packet.

Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and the California Relocation Assistance and Real Property Acquisition Guidelines require that each owner from whom the Peninsula Corridor Joint Powers Board (JPB) purchases real property or an interest therein or each tenant owning improvements on said property be provided with a summary of the appraisal of the real property or interest therein, as well as the following information:

1. You are entitled to receive full payment prior to vacating the real property being purchased unless you have previously waived such entitlement. You are not required to pay recording fees, transfer taxes, or the pro rata portion of real property taxes which are allocable to any period subsequent to the passage of title or possession.
2. JPB will offer to purchase any remnants considered by JPB to be uneconomic units which are owned by you or, if applicable, occupied by you as a tenant and which are contiguous to the land being conveyed.
3. All buildings, structures, and other improvements affixed to the land described in the referenced documents covering this transaction and owned by the grantor herein or, if applicable, owned by you as a tenant, are being acquired unless other disposition of these improvements has been made.
4. The amount of compensation the JPB is offering to you is based upon a fair market valuation which is summarized in the attached Statement and Summary of Basis for Appraisal.
 - a. The appraised amount represents the full amount of the appraisal of just compensation for the property to be purchased.
 - b. The appraised amount is not less than the approved appraisal of the fair market value of the property, as improved.
 - c. The appraised amount disregards any decrease or increase in the fair market value of the real property to be acquired prior to the date of valuation caused by the public improvement for which the property is to be acquired or by the likelihood that the property would be acquired for such public improvement, other than that due to physical deterioration within the reasonable control of the owner or occupant.
 - d. The appraised amount does not reflect any consideration of or allowance for any relocation assistance and payments or other benefits which the owner is entitled to receive under an agreement with the JPB.

**SUMMARY STATEMENT RELATING TO PURCHASE
REAL PROPERTY OR AN INTEREST THEREIN**

- e. The appraiser considered the possibility of loss or damage to any existing "improvements," such as buildings or fences, and any "severance damages," that is, harm to your remaining property caused by the purchase.
5. The offer amount is a lump sum representing the entire value of the property interests that the JPB proposes to purchase. Please note that to the extent there are liens, assessments or other interests recorded against the property, an agreement must be reached with the individuals or entities holding such interests to satisfy them before funds can be released to you.
 6. If you wish, you may also hire your own, professional appraiser to make an independent evaluation of the fair market price of the property interest. As long as you hire an appraiser licensed by California's Office of Real Estate Appraisers, JPB will pay for the reasonable costs of your independent appraisal up to a total of \$5,000.00. The JPB will not hire an appraiser for you. In order to be reimbursed your cost to obtain an independent appraisal, you must submit a written request to Courtney Decius, Senior Real Estate Officer, at the CalMod Program Office, 2121 S. El Camino Real Ste. 300, San Mateo, CA 94403 within ninety (90) days of the earliest of the following dates: (1) the date the selected appraiser requests payment from you for the appraisal; or, (2) the date upon which you paid the appraiser. You must provide copies of the contract (if a contract was made), the appraisal report, and the appraiser's invoice.
 6. The owner of a business conducted on a property to be acquired, or conducted on the remaining property which will be affected by the purchase of the required property, may be entitled to compensation for the loss of goodwill. Entitlement is contingent upon the business owner's ability to prove such loss in accordance with the provisions of Sections 1263.510 and 1263.520 of the Code of Civil Procedure.
 7. If you ultimately elect to reject the JPB's offer of compensation for your property, you are entitled to have the amount of compensation determined by a court of law in accordance with the laws of the State of California.

**PENINSULA CORRIDOR JOINT POWERS BOARD
RIGHT OF WAY CONTRACT**

PURCHASE ESCROW

San Jose , California

Project: Peninsula Corridor
Electrification Project

Alves Alongi Properties,
LLC, a California Limited
Liability Company

Parcel No. 230-41-001

Seller(s)

This Right of Way Contract (the "Contract") is made as of this ____ day of _____, 2016 by **Alves Alongi Properties, LLC, a California Limited Liability Company** ("Seller") and **Peninsula Corridor Joint Powers Board**, a public agency created under California Law ("JPB").

Documents No. JPB-SC4-0112-1A, in the form of a **Grant Deed**, covering the property described in Exhibit A below (the "Property") has been executed and delivered to Gary Dowd, agent for the JPB. In consideration of which, and the other considerations hereinafter set forth, it is mutually agreed as follows:

1. **Agreement to Sell and Purchase.** JPB desires the property rights described in Document No. JPB-SC4-0112-1A for public transportation purposes. Seller agrees to sell to JPB and JPB agrees to purchase these rights over the property shown on Exhibit B (the "Property"). The undersigned Seller warrants that it is the owner in fee simple of the Property and that it has the exclusive right to grant the Property. By granting the rights contained in the Grant Deed, Seller authorizes JPB to enter onto the Property for the purpose of the Peninsula Corridor Electrification Project.

2. **Purchase Price.** The Peninsula Corridor Joint Powers Board shall pay the Seller the sum of \$ 2,600,000 for the Grant Deed when title to said property vests in JPB free and clear of all liens, encumbrances, assessments, easements, leases, (recorded and/or unrecorded), and taxes, except:

- i. Taxes for the tax year in which this escrow closes shall be cleared and paid in the manner required by Section 5086 of the Revenue and Taxation Code, if unpaid at the close of escrow.
- ii. Easements or rights of way over said land for public or quasi-public utility or public street purposes, if any.

JPB shall have the authority to deduct and pay from the amount shown above any amount necessary to satisfy any bonds demands and delinquent taxes due in any year except the year in which this escrow closes, together with penalties and interest thereon, and/or delinquent and unpaid non-delinquent assessments which have a lien at the close of escrow.

JPB shall have the authority to deduct and pay from the amount shown above any or all monies payable under this contract up to and including the total amount of unpaid principal interest on note(s) secured by mortgages(s) or deeds(s) of trust, if any, and all other amounts due and payable in accordance with the terms and conditions of said trust deed(s) or mortgages(s), shall, upon demand(s), be made payable to the mortgagee(s) or beneficiary (-ies) entitled thereunder; said mortgagee(s) or beneficiary(-ies) to furnish Seller with good and sufficient receipt showing said monies credited against the indebtedness secured by said mortgages(s) or deed(s) of trust.

3. **Improvements.** It is understood and agreed by and between the parties hereto that payment in section 2 above includes, but is not limited to, payment for a 1,368 s.f. stand-alone office building, a 7,200 s.f. metal warehouse, and perimeter security fencing, which are considered to be part of the realty and are being acquired by the JPB in this transaction, and which Seller covenants and warrants that he/she/it owns.

4. **No Leases.** Seller warrants that there are no oral or written leases on all or any portion of the Property exceeding a period of one month. Seller agrees to hold JPB harmless and reimburse JPB for any and all of its losses and expenses occasioned by reason of any lease of said property held by any tenant of Seller for a period exceeding one month. If there are written or oral leases on all or any portion of the Property exceeding a period of one month, JPB shall have received quitclaim deeds or similar releases from Seller's tenants to clear any possessory rights from the Property.

5. **Indemnity.** Except as set forth in Paragraph 6, JPB agrees to indemnify and hold harmless Seller from any liability arising out of the JPB's operations under this Contract. JPB further agrees to assume responsibility for damages caused by reason of JPB's operations under this Contract and JPB will, at its option, either repair or pay for such damage.

6. **Release.** Seller hereby releases and forever discharge(s) JPB and each and every entity associated or affiliated with JPB, and the agents, servants, officers, directors, employees, subsidiaries, divisions, affiliates and successors of JPB, and each of them, from any and all causes of action, actions, judgments, liens, indebtedness, obligations, losses, claims, damages, liabilities and demands, including without limitation any claim arising from and/or related to JPB's acquisition, possession, and/or use of the Property, any claim arising from and/or related to the construction and use of Project in the manner proposed by JPB, any claim in inverse condemnation, and any claim pertaining to construction-related dust, noise, traffic and related construction activity and lost rentals associated with construction of any improvements and/or arising out of the acquisition from Seller of the interests acquired herein, whether known or unknown, disclosed or undisclosed, anticipated or unanticipated, which are existing as of the date of this contract. In connection with the foregoing releases, Seller acknowledges that it is familiar with and hereby waives the protections of Section 1542 of the California Civil Code, which reads:

A general release does not extend to claims that the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him, must have materially affected his settlement with the debtor.

This release shall survive the completion of the transaction or the termination of this Contract, provided JPB does not prevent the closing of this transaction through a material breach of this Contract.

7. **Closing Conditions.** The undersigned Seller hereby covenants and agrees to indemnify and hold the JPB harmless from any and all claims that other parties may make or assert on the title to the Easement Area.

8. **Successors and Assigns.** This Contract shall be binding upon, and inure to the benefit of, the parties hereto and Seller's respective successors and assigns.

9. **General Provisions.**

a. **Parties in Interest.** Except as expressly provided in this Contract, nothing in this Contract, whether express or implied, is intended to confer any rights or remedies under or by reason of this Contract on any persons other than the parties to it and their respective successors and assigns, nor is anything in this Contract intended to relieve or discharge the obligation or liability of any third persons to any party to this Contract, nor shall any provision give any third persons any right to subrogation or action against any party to this Contract.

b. **Entire Agreement.** This Contract constitutes the entire agreement between the parties pertaining to the subject matter contained in it and supersedes all prior or contemporaneous oral or written Contracts, representations, statements, documents, or understandings of the parties.

c. **Amendment.** No supplement, modification, or amendment of this Contract shall be binding unless executed in writing by the party to be bound.

d. **Waiver.** No waiver of any of the provisions of this Contract shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

e. **Notices.** Any notice or other communication required or permitted to be given under this Contract ("Notices") shall be in writing and shall be (i) personally delivered; (ii) delivered by a reputable overnight courier; or (iii) delivered by certified mail, return receipt requested and deposited in the U.S. Mail, postage prepaid. Telecopy notices shall be deemed valid only to the extent they are (a) actually received by the individual to whom addressed and (b) followed by delivery of actual notice in the manner described above within three business days thereafter. Notices shall be deemed received at the earlier of actual receipt or (i) one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (ii) three business days following deposit in the U.S. Mail, as evidenced by a return receipt. Notices shall be directed to the parties at their respective addresses shown below, or such other address as either party may, from time to time, specify in writing to the other in the manner described above:

1. **Professional Fees and Costs.** In the event any legal proceeding and/or arbitration is commenced in connection with this Contract, the prevailing party in said action shall be entitled to its reasonable costs, including attorneys' fees, in addition to such other relief as it may be entitled.

m. **Severability.** Any provision of this Contract, which is determined by a court of competent jurisdiction to be invalid or unenforceable, shall be invalid or unenforceable only to the extent of such determination, which shall not invalidate or otherwise render ineffective any other provision of this Contract.

10. **Eminent Domain.** JPB requires the Property for a public use and may request the Santa Clara Valley Transportation Authority to exercise its power of eminent domain to acquire it, if necessary. Both Seller and JPB recognize the expense, time, effort and risk to both parties in determining the compensation for the Property in eminent domain litigation. The compensation set forth herein for the Property is a compromise and settlement in lieu of such litigation.

11. **Right of Possession and Use.** It is agreed and confirmed by the parties hereto that, notwithstanding the other provisions in this Contract, the right and use of the subject property by the Peninsula Corridor Joint Powers Board or its contractors, including the right to remove and dispose of improvements, shall commence on the date funds are deposited into escrow and that amount(s) shown in Clause 2 herein includes, but is not limited to, full payment for such possession and use, including damages, if any from said date.

12. **Escrow.** This transaction will be handled through an escrow with Chicago Title Company. JPB shall pay all escrow and recording fees incurred in this transaction and, if title insurance, is desired by JPB, the premium charged therefore. Said escrow and recordings charges shall not, however, include documentary transfer tax.

13. **Fair Market Value.** The Purchase Price reflects the fair-market value of the Property without any reduction in value due to the presence of contamination.

14. **Environmental Condition/Hazardous Materials.** If JPB incurs any costs or losses (including fines, penalties, or attorneys' fees) associated with the presence of Hazardous Substances found on the Property, JPB may elect to recover such costs or losses from those parties who caused or contributed to the contamination or any other party who is legally responsible for such costs or losses. In addition the parties specifically agree to the following:

A. **Definitions.**

- i. **Hazardous Substances.** "Hazardous Substances" means any chemical, compound, material, mixture, or substance that is now or may in the future be regulated by any Environmental Laws or identified as a deleterious substance under such Environmental Laws, including any naturally occurring substances such as radon or asbestos.

- ii. Environmental Laws. "Environmental Laws" means all present and future federal, state and local laws (whether under common law, statutes, ordinances, regulations, rules, administrative rules and policies, guidance, judicial and administrative orders and decrees, or otherwise), and all other requirements of governmental authorities relating to the protection of human health or the environment.

B. Seller's Warranties Regarding Hazardous Substances. Seller warrants and represents that to the best of Seller's knowledge no Hazardous Substances have ever been placed or located upon the Property, which Hazardous Substances, if found upon the Property, would subject the owner of the Property to any remediation efforts, damages, penalties or liabilities under any Environmental Laws.

In Witness Whereof, the Parties have executed this Contract the day and year first above written.

SELLER:

By: _____

Date: _____

JPB

Peninsula Corridor Joint Powers Board

By: _____

Date: _____

Jim Hartnett
Its: Executive Director

Approved as to Form

By: _____

No Obligation Other Than Those Set Forth Herein Will Be Recognized

WHEN RECORDED RETURN TO:
Peninsula Corridor Joint Powers Board
1250 San Carlos Avenue
San Carlos, CA 94070-1306
Attention: Real Estate Department

EXHIBIT A

MAIL TAX STATEMENTS TO:
Peninsula Corridor Joint Powers Board
1250 San Carlos Avenue
San Carlos, CA 94070-1306
Attention: Real Estate Department

SPACE ABOVE THIS LINE FOR RECORDER'S USE

The undersigned grantee hereby declares this instrument to be exempt from Recording Fees (Govt. Code §6103; §27383) and Documentary Transfer Tax (Revenue and Taxation Code §11922).

APN: 230-41-001
Parcel :JPB-SC4-0112

GRANT DEED

ALVES ALONGI PROPERTIES, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged does hereby GRANT, TRANSFER and CONVEY to PENINSULA CORRIDOR JOINT POWERS BOARD, A PUBLIC AGENCY ("Grantee"), all that real property in the County of San Mateo, State of California, described as:

PARCEL 230-41-001 as described in Exhibit A, including, but not limited to, (a) all of Grantor's interest, if any, in and to the improvements in said real property and (b) all appurtenances thereto.

IN WITNESS WHEREOF, said company has caused its corporate name to be hereunto subscribed and its corporate seal to be affixed hereto, this ____ day of ____ 2016.

By _____

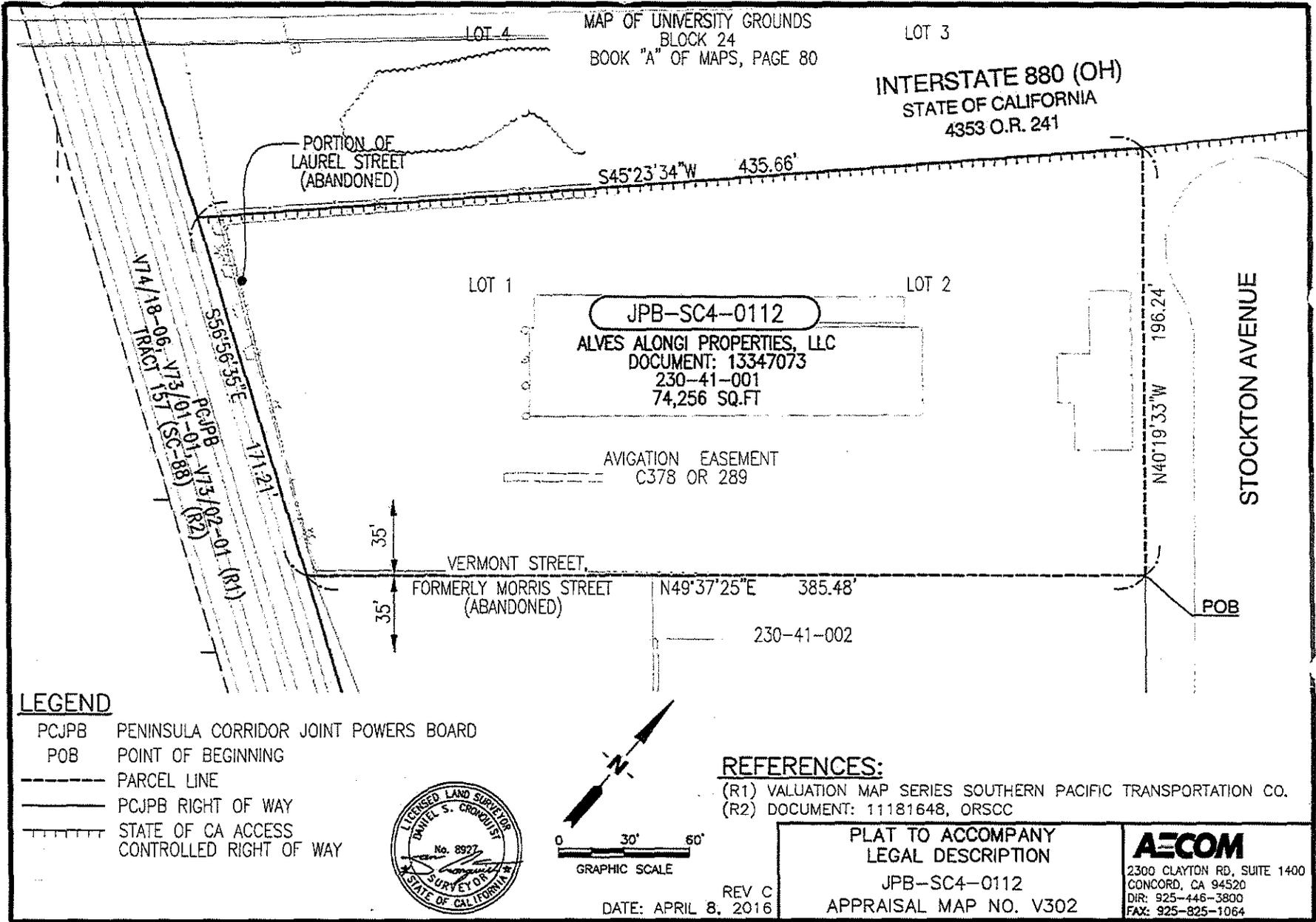


EXHIBIT B

WHEN RECORDED RETURN TO:
Peninsula Corridor Joint Powers Board
1250 San Carlos Avenue
San Carlos, CA 94070-1306
Attention: Real Estate Department

MAIL TAX STATEMENTS TO:
Peninsula Corridor Joint Powers Board
1250 San Carlos Avenue
San Carlos, CA 94070-1306
Attention: Real Estate Department

SPACE ABOVE THIS LINE FOR RECORDER'S USE

The undersigned grantee hereby declares this instrument to be exempt from Recording Fees (Govt. Code §6103; §27383) and Documentary Transfer Tax (Revenue and Taxation Code §11922).

APN: 230-41-001
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GRANT DEED

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PARCEL 230-41-001 as described in Exhibit A, including, but not limited to, (a) all of Grantor's interest, if any, in and to the improvements in said real property and (b) all appurtenances thereto.

IN WITNESS WHEREOF, said company has caused its corporate name to be hereunto subscribed and its corporate seal to be affixed hereto, this ___ day of ___ 2016.

By _____

MAP OF UNIVERSITY GROUNDS
BLOCK 24
BOOK "A" OF MAPS, PAGE 80

LOT 3

INTERSTATE 880 (OH)
STATE OF CALIFORNIA
4353 O.R. 241

PORTION OF
LAUREL STREET
(ABANDONED)

S45°23'34"W 435.66'

LOT 1

LOT 2

JPB-SC4-0112

ALVES ALONGI PROPERTIES, LLC
DOCUMENT: 13347073
230-41-001
74,256 SQ.FT

AVIGATION EASEMENT
C378 OR 289

N40°19'33"W 196.24'

STOCKTON AVENUE

VERMONT STREET,

FORMERLY MORRIS STREET
(ABANDONED)

N49°37'25"E 385.48'

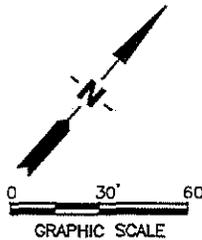
230-41-002

POB

N74°18'06" TRACT 157
PCJPB N73°01'01" (SC-88) (R2)
PCJPB N73°02'01" (R1)
S56°56'35"E 171.21'

LEGEND

- PCJPB PENINSULA CORRIDOR JOINT POWERS BOARD
- POB POINT OF BEGINNING
- PARCEL LINE
- PCJPB RIGHT OF WAY
- STATE OF CA ACCESS CONTROLLED RIGHT OF WAY



REFERENCES:

- (R1) VALUATION MAP SERIES SOUTHERN PACIFIC TRANSPORTATION CO.
- (R2) DOCUMENT: 11181648, ORSCC

REV C
DATE: APRIL 8, 2016

PLAT TO ACCOMPANY
LEGAL DESCRIPTION
JPB-SC4-0112
APPRAISAL MAP NO. V302

AECOM

2300 CLAYTON RD, SUITE 1400
CONCORD, CA 94520
DIR: 925-445-3800
FAX: 925-825-1064

State of California
County of _____ } ss.

On _____ before me, _____, Notary Public, personally
appeared _____

_____ ,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s)
is/are subscribed to the within instrument and acknowledged to me that he/she/they executed
the same in his/her/their authorized capacity(ies), and that by his/her/their signatures(s) on the
instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the
instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature – Notary Public

From: Board Secretary
Sent: Friday, August 04, 2017 5:46 PM
To: VTA Board of Directors
Subject: VTA Correspondence: Comments Regarding Caltrain

VTA Board of Directors:

We are forwarding you the following:

From	Topic
Roland Lebrun	Comments regarding Caltrain

Thank you.

Office of the Board Secretary
Santa Clara Valley Transportation Authority
3331 N. First Street
San Jose, CA 95134
408.321.5680
board.secretary@vta.org



Conserve paper. Think before you print.

From: Roland Lebrun

Sent: Wednesday, August 02, 2017 6:40 AM

To: Caltrain Board

Cc: Board Secretary; SFCTA Board Secretary; board@samtrans.com; CHSRA Board; SFCTA CAC; Caltrain CAC Secretary; Caltrain BAC; cacsecretary@samtrans.com

Subject: Caltrain Board meeting Agenda item #10 Award \$3.5M SCADA contract to ARINC

Dear Chair Gee and Members of the Caltrain Board of Directors,

Further to the July 6th Board action to award ARINC a \$730K contract for "evaluation of CBOSS status"

http://www.caltrain.com/Assets/_Agendas+and+Minutes/JPB/Board+of+Directors/Agendas/2017/2017-07-06+JPB+Agenda.pdf (item #11 on page 135 of the packet),

I am requesting that the Board **defer awarding a \$3.5M sole source SCADA contract** to ARINC until the Board receives ARINC's "evaluation of CBOSS status".

Background

- ARINC is a **proprietary (non-interoperable)** collection of products.
- The attached July 22nd letter details the chronology of events that eventually led Metrolink to **scrap ARINC's CAD and BOS products following a 2 1/2 -year delay impact to their PTC implementation schedule.**

Reason for recommendation

Should Caltrain end up following Metrolink's path towards a successful PTC implementation, the \$3.5M spent on ARINC's SCADA system will have to be written off **with a resulting impact to the electrification schedule** (as well as the CBOSS implementation schedule).

Thank you in advance for considering this recommendation.

Sincerely,

Roland Lebrun

VTA Board of Directors

SFCTA Board of Directors

SamTrans Board of Directors

High Speed Rail Authority Board of Directors

MTC Commissioners

VTA CAC

SFCTA CAC

Caltrain CAC

Caltrain BAC

SamTrans CAC

Roland Lebrun

July 22 2017

Recommendation to enter into exclusive contract negotiations with Wabtec

Dear Chair Gee and Members of the Caltrain Board of Directors,

The intent of this letter is to substantiate and elaborate on the comments I made at the July 6th 2017 Caltrain Board meeting and to ask that the Board reach out to Metrolink to start negotiations with Wabtec on behalf of the JPB with the intent of drafting a sole source contract modeled after Metrolink's January 24th 2014 contract H1655-14 (see **January 24 2014 Special Metrolink Board of Directors Meeting** on page 3 below).

Background (see detailed background on page 3 below).

- September 2010: Metrolink awards a PTC implementation contract to Parsons Transportation Group (PTG).
- May 2013: Metrolink releases an update outlining concerns with **integration issues resulting in a 2-year delay in the implementation schedule.**
- **January 24 2014: Metrolink terminates the Arinc contract** and awards a new Back-Office Server (BOS) and computer-aided dispatch (CAD) system to Wabtec with Parsons Transportation Group as the Systems Integrator **"the only practical alternative to the ARINC CAD system is one to be provided by Wabtec".**
- March 3 2014: Letter from Roland Lebrun (attached) alerting the Caltrain Board to developments in Southern California and recommending **"urgent attention to the matter"**.
- February 2015: The Federal Railroad Administration (FRA) formally approves the commencement of Revenue Service Demonstration (RSD) on the San Bernardino Line.
- **June 2015: Metrolink completes RSD across its entire 341-mile network.**

Recommendations

- 1) Reach out to Metrolink and request that they assist the JPB in assembling a team capable of delivering a functional Caltrain PTC system by the December 2018 deadline.
- 2) Terminate all legal proceedings against Parsons Transportation Group (PTG).
- 3) Ask the Metrolink team to reach out to Wabtec and Parsons on behalf of the JPB and negotiate a contract similar to Metrolink contract H1655-14.
- 4) **Initiate termination of SamTrans' Caltrain administration contract and explore legal opportunities for compensation to the JPB.**
- 5) Initiate a search for a new agency responsible for Caltrain administration.

Rationale behind recommendation

Stats and Facts

341 miles of Metrolink-owned territory operating PTC technology

171 miles of BNSF and UPRR owned territory working towards PTC interoperability

Upgraded wayside signals with stop enforcement systems at **476** locations

104 control points established on the system

Installations of PTC equipment on all **56** cab cars and **55** locomotives

8,000 geographic critical features mapped on Metrolink's system

A new **24,000** square-foot security-enhanced building housing command and control equipment

\$218.8 million project cost for developing, installing, testing and deploying PTC

<http://www.metrolinktrains.com/agency/page/title/ptc>

Respectfully presented for your urgent consideration.

Sincerely,

Roland Lebrun.

Cc:

MTC commission

VTA Board of Directors

VTA CAC

SFCTA Board of Directors

SFCTA CAC

Caltrain CAC & BAC

Detailed background

September 2010: Metrolink awards a PTC implementation contract to Parsons Transportation Group (PTG)

May 2013

Metrolink releases a "Metrolink Positive Train Control Program – May 2013" update (http://www.metrolinktrains.com/content/media/03/files/2013%2005%20PTC%20Fact%20Sheet_Updated%20June%202013.pdf)

"The PTC system will include a back-office system including replacement of the current computer-aided dispatch (CAD) system with a PTC compatible CAD, and installation of a PTC back office server (BOS)." (page 1)

*"In October 2010, Metrolink engaged a Vendor/Integrator (V/I) contractor to design, install and test the agency's PTC system. **The contract's schedule has been impacted by a number of delays, including development of the "core" interoperable back office server (BOS)** for the major freight railroads, national industry standards for PTC messaging and product development for PTC radios. In addition to these industry-wide challenges, **the V/I still has significant hurdles to overcome in the development of SCRRA's dispatch system, onboard systems installations, FRA-witnessed testing, and system certification**"* (page 1).

"PTC Compatible Computer Aided Dispatch (CAD) (page 3)

– Software coding and debugging issues have set back the V/I contractor and its sub, Arinc, significantly from original target dates for putting this new dispatch system into service. Delays in the development of a stable PTC-compatible CAD system is impacting the overall PTC schedule by delaying the start of integration testing between the various PTC components.

"PTC Back Office Server (BOS) (page 3)

– In order to achieve interoperability, common standards and requirements must be developed by the ITC committee. To mitigate extensive delays to the start of integrated testing, a decision has been made by SCRRA and the V/I contractor to implement BOS Version "3.2.M" for Metrolink, which is built off of the "core" single instance BOS and independent of additional administrative functions being developed for the freight railroads' multi-instance BOS's."

This is followed by a schedule showing a ***deadline for the PTC-compatible system to go live on 7/15/2013*** (page 4).

January 24 2014 **Special Metrolink Board of Directors Meeting**

http://metrolink.granicus.com/AgendaViewer.php?view_id=2&clip_id=274

"Background

At its meeting on September 25, 2010, the Board awarded Contract No. H1636-10 to Parsons Transportation Group (Parsons) for the implementation of a PTC system.

*Included in that contract was the provision of a CAD and BOS system for PTC. **As the Board has been informed on numerous occasions, the development and provision of the CAD by Parsons and its subcontractor is now more than two years behind schedule, impacting the overall PTC implementation schedule.***

After providing Parsons and its CAD subcontractor, ARINC, Inc, repeated chances to provide a functional CAD, the Authority determined that the PTC project could no longer withstand continued CAD delays. After lengthy negotiations between the Authority and Parsons, **the parties agreed that the preferable option, rather than risking continued delays, would be to switch CAD system from the one provided by ARINC under the Parsons contract, to one provided by Wabtec.** Under the terms of the Authority's agreement with Parsons, **the Authority will contract directly with Wabtec for the CAD and BOS.**

*The decision was made for SCRRRA to contract directly with Wabtec based on an evaluation of risks to the schedule, budget, contractual issues, and overall efficiency. **By contracting directly with Wabtec, SCRRRA will have direct management of Wabtec's work performance and enable Wabtec to interface more directly with the end users,** which are the SCRRRA dispatchers, dispatch department and other SCRRRA staff. Similarly, the Authority would be able to work directly with Wabtec to address any issues that arise during development of the systems.*

In terms of the overall schedule, it was forecasted that contracting directly would be most efficient. Negotiation of a subcontracting agreement between Wabtec and Parsons, as well as between Parsons and SCRRRA adds time the project can ill afford. By contracting through Parsons there is greater potential for a protracted process impacting the schedule and budget.

Wabtec has assured the Authority that it is providing a turnkey product that does not require support from Parsons prior to delivery of the subsystems. Since Wabtec is the vendor for the CAD, BOS and Onboard systems, interfaces and integration should be seamless. Parsons' integration work efforts would begin after provision of the CAD and BOS subsystems. Liquidated damages have been defined in the contract with both Wabtec and Parsons such that the cost of any Wabtec caused delays to Parsons on these subsystems would be transferred to Wabtec.

Finally, it is only a matter of time before SCRRRA assumes responsibility directly with the original equipment vendors such as Wabtec for the long term maintenance, service and upkeep of critical subsystems such as CAD.

To proceed, **a non-competitive procurement of Wabtec's services is necessary.** There are numerous reasons why Wabtec is the only possible provider of the new CAD:

- Wabtec is a leader in the industry and provides PTC-related systems, including CAD, to numerous other railroads. **Wabtec's current customer list includes 17 railroads with a total of 186 dispatcher desks encompassing 56,000 miles of track.**

- **As the provider of the on-board system for the Authority's PTC implementation, Wabtec is intimately familiar with its PTC project. A Wabtec CAD will work seamlessly with the Wabtec systems already included in the Parson's PTC scope.**

- Wabtec is the provider of the CAD system used by the Burlington Northern Santa Fe (BNSF) railroad on right-of-way shared with the Authority and additionally on North County Transit Coaster (NCTC). BNSF has pledged cooperation and support in the development of a Wabtec CAD for the Authority.

The Authority also interfaces with NCTC at the south end of the Orange Subdivision and operates as a tenant on that track to Oceanside. There will be numerous benefits to the use of a similar system to one of the Authority's key freight partners and NCTC.

· ***As provider of the on-board system for the Authority's PTC system, Wabtec has agreed to key contractual terms and conditions that will allow not only for an efficient contract process going forward, but also will result in a contract that is harmonized to the greatest extent possible with the Authority's contract with Parsons.***

· The Authority already has a software license agreement with Wabtec that is applicable to this procurement action. Use of the existing license will provide contractual efficiency.

· ***Parsons had already engaged Wabtec to begin development of a CAD system for the Authority and so Wabtec has already mobilized and begun work. A switch to Wabtec will allow for the PTC project to progress without further impacting the current schedule milestone dates.*** Discussion of the current milestone dates is provided below.

For the above reasons, ***the only practical alternative to the ARINC CAD system is one to be provided by Wabtec.*** Wabtec is essentially the only available provider of the CAD and BOS systems. ***Any other provider's system would be incompatible with the Authority's PTC system, and/or would require lengthy (and expensive) delays, as well as unnecessary (and expensive) modifications to existing Authority systems to be made compatible.*** Under the unusual circumstances described above, a non-competitive procurement of Wabtec's services is in accordance with the Board-approved Contracts and Procurement Policy, CON-19, Sole Source and Non-Competitive Negotiated procurements, permitting award when the purchase is available from only a single source and is in the Authority's best interests and is consistent with statutory and regulatory requirements.

Wabtec has informed the Authority that, in order to provide a CAD system, it must also provide a compatible BOS. Switching to a Wabtec CAD requires the Authority to switch the original BOS—which included an ARINC platform--to a Wabtec BOS.

Wabtec has provided the Authority with a proposal to provide a PTC-enabled CAD and BOS. Authority staff has reviewed the technical proposal and finds it to be the best alternative to implement PTC. ***Wabtec's proposed schedule is an aggressive one that accommodates Parsons' work schedule and provides for a complete PTC system more quickly than any other alternative.*** The Authority has carefully analyzed Wabtec's price proposal and finds it to be fair and reasonable compared to the original contract price analysis plus a recent review and analysis of pricing of CAD and BOS systems.

On January 17, 2014, the Authority and Parsons agreed to revise the scope of Parsons' work on PTC to allow for a Wabtec CAD and BOS. As part of that agreement, Parsons is providing direct funding, and revising the payment schedule for the PTC contract, sufficient to cover the cost of the Wabtec agreement."

March 3rd 2014

I wrote the attached letter to alert the Caltrain Board to the latest developments in Southern California. ***"The purpose of this letter is to share concerns with the current status of Caltrain's PTC implementation and issues with the Arinc Computer-Aided Dispatch (CAD) system in particular."***

The letter concluded with the following paragraphs:

"The chain of events at MetroLink has profound ramifications for Caltrain for 2 reasons:

1) ***The CAD system currently in use by Caltrain is the same system as the one Metrolink had to abandon.***

2) Unlike MetroLink, Caltrain has already migrated to the Arinc CAD system and ***there is no fallback if Arinc is unable to deliver a working CBOSS interface.***

I trust that the Board will give urgent attention to this matter"

February 2015: The Federal Railroad Administration (FRA) formally approves the commencement of Revenue Service Demonstration (RSD) on the San Bernardino Line.
http://www.metrolinktrains.com/news/news_item/news_id/966.html

June 2015: **Metrolink completes RSD across its entire 341-mile network.**
<http://www.rtands.com/index.php/cs/metrolink-has-ptc-in-revenue-service-demonstration-across-network.html>

"The FRA has authorized Metrolink to operate PTC RSD using Wabtec's Interoperable Electronic Train Management System (I-ETMS) ®. Parsons Transportation Group, Inc., is the primary contractor managing Metrolink's PTC program.

The current cost for developing, installing and deploying PTC on the Metrolink system is \$216.4 million."

From: Roland Lebrun

Sent: Tuesday, August 01, 2017 11:14 AM

To: Caltrain Board

Cc: MTC Commission; Board Secretary; SFCTA Board Secretary; board@samtrans.com; CHSRA Board; SFCTA CAC; Caltrain CAC Secretary; Caltrain BAC; cacsecretary@samtrans.com

Subject: Caltrain Board Item #12 New South San Francisco station project

Dear Chair Gee and Members of the Caltrain Board of directors,

Further to my letters of February 4th and March 4th 2015 (attached and below), I urge you to to review and address the following issues with this project:

- Apparent misappropriation of approximately \$21M in FTA section 5337 (SOG) funding.
- Multiple safety issues introduced by a new island platform, including an at-grade pedestrian crossing over a future 110 MPH track.
- Failure to add passing tracks to allow more frequent stops at South San Francisco without impacts to current line capacity.
- Failure to utilize existing tracks to keep passengers away from non-stopping trains.

Thank you in advance for your urgent attention to these matters.

Sincerely,

Roland Lebrun

CC:

MTC Commissioners

VTA Board of Directors

SFCTA Board of Directors

SamTrans Board of Directors

High Speed Rail Authority Board of Directors

VTA CAC

SFCTA CAC

Caltrain CAC

Caltrain BAC

SamTrans CAC

From: Roland Lebrun
Sent: Wednesday, March 4, 2015 2:52 AM
To: Caltrain Board
Cc: council@ssf.net; Mountain View City Council; SFCTA Board Secretary; VTA Board Secretary
Subject: South San Francisco Station design issues

Dear Chair Tissier and members of the Caltrain Board of Directors,

Please find my attached responses to SamTrans' questions/concerns.

On a related note, there is no sign of this project in Caltrain's Quarterly Capital Projects update

[http://www.caltrain.com/Assets/ Finance/Quarterly+Capital+Program+Status+Report/JPB/FY15_Q2_PCJPB_Quarterly_Report.pdf](http://www.caltrain.com/Assets/Finance/Quarterly+Capital+Program+Status+Report/JPB/FY15_Q2_PCJPB_Quarterly_Report.pdf)

Sincerely,

Roland Lebrun

cc
Mayor and Council of the City of South San Francisco
Mayor and Council of the City of Mountain View
SFCTA
VTA Board of directors

From: murphys@samtrans.com
To: [REDACTED]
CC: Fromsonc@samtrans.com; jacintoc@samtrans.com; riosr@samtrans.com
Subject: SSF Station inquiry
Date: Tue, 24 Feb 2015 20:48:21 +0000

Dear Mr. Lebrun,

Thank you for your February 3, 2015 letter sharing your concerns about the South San Francisco (SSF) Station Improvement Project design. I was asked to respond on behalf of the Peninsula Corridor Joint Powers Board (JPB).

The location of the SSF station, under the Grand Avenue overpass and next to freight train tracks, has presented a challenge because any station improvements must accommodate the massive supports for the overpass on the west and the freight train tracks on the east.

The SSF Station Improvement Project, recently awarded Measure A funds by the San Mateo County Transportation Authority, addresses the design challenges and will improve safety and access to the station. The Project will move the station south of its current location to allow for a wider center boarding platform that will improve customer safety as well as operational efficiency throughout the Caltrain system. There will be a new parking lot on the east side and a pedestrian underpass to allow passengers access to the platform and trains without crossing the rails. The underpass will also provide an important east / west connectivity for the City of South San Francisco. These improvements will ensure the new SSF center platform station is just as safe as any outboard platform station.

Building out-board platforms, as suggested in your letter, would require moving the Caltrain tracks to the extreme east and west of the Caltrain right-of-way. To accommodate this track shift track, track relocation would likely start in San Bruno and end well north of the project area. This could also require abandoning several spur tracks, as well as either buying the entire SSF Union Pacific (UP) Railroad yard or relocating the UP tracks inside an active station. Finally, with these track relocations the City of South San Francisco would not see increased east west connectivity improvements.

Your email, along with this response will be part of the April JPB Directors reading file.

Sincerely,

Seamus Murphy, Community and Government Affairs Director

Seamus P. Murphy | Caltrain, SamTrans, SMCTA

Director, Government & Community Affairs

1250 San Carlos Avenue | San Carlos, CA 94070

650.508.6388 | murphys@samtrans.com

Roland Lebrun
[REDACTED]
March 3rd 2015

South San Francisco station platform and track configuration

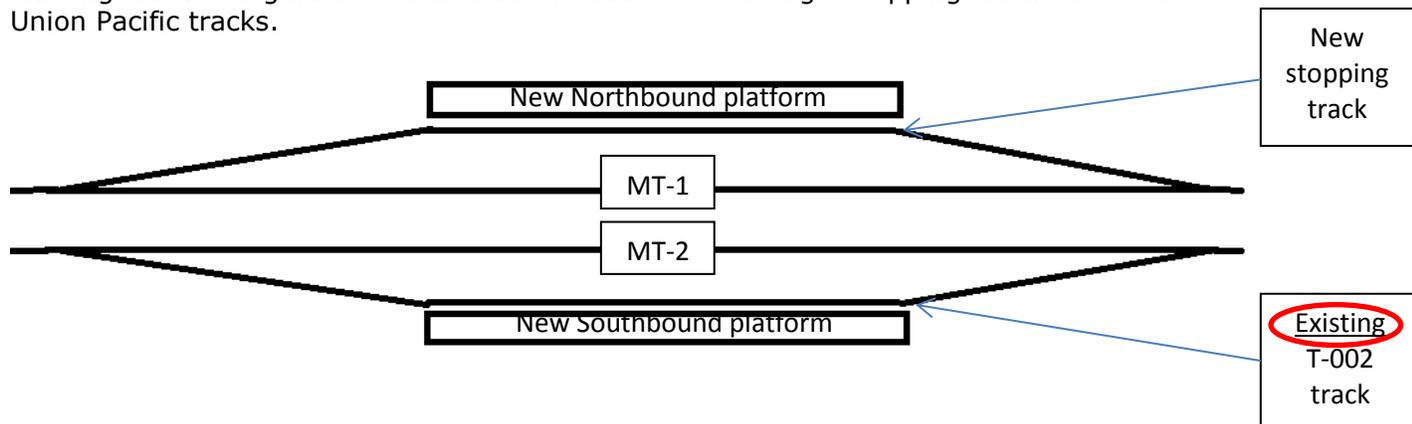
Dear Chair Tissier and members of the Caltrain Board of Directors,

Further to my letters of February 3rd 2014 & February 3rd 2015 (both attached), I would like to address the concerns raised in the last paragraph of SamTrans' February 24th response:

1) *"Building out-board platforms, as suggested in your letter, would require moving the Caltrain tracks to the extreme east and west of the Caltrain right-of-way."*

I am not proposing moving any tracks. Kindly refer staff to the top paragraph on page 2 of my February 3rd 2015 letter which stated "The JPB should direct SamTrans to redesign the new station with separate northbound and southbound platforms away from the main line" and allow me to elaborate as follows:

Unlike SamTrans' proposal which would put passengers in harm's way and significantly alter the mainline track (MT-1 & MT-2) geometry and adjacent Union Pacific tracks by inserting a 30-foot island platform in the middle of the mainline, I am not proposing any changes to the existing track configuration other than the addition of a single stopping track east of the Union Pacific tracks.



2) *"To accommodate this track shift track, track relocation would likely start in San Bruno and end well north of the project area."*

As stated above, I am not proposing to relocate any tracks. One of the alternatives is to initiate the MT-1 diverge towards the new northbound platform track for northbound stopping trains only around MP 9.9 as follows:

- Add new 80MPH turnout to MT-1 at MP 9.9 (switch from MT-1 to T-711)
- Upgrade existing turnout at MP 9.7 to 80 MPH (switch from T-711 to T-713)
- Upgrade existing turnout at MP 9.6 to 80 MPH (switch from T-713 to T-715)
- Add new 80 MPH turnout at MP 9.5 (switch from T-715 to new northbound platform track)
- Add new northbound platform track
- Add new 80 MPH turnout at MP 8.2 (switch from new northbound platform track back onto MT-1 mainline)

3) "This could also require abandoning several spur tracks, as well as either buying the entire SSF Union Pacific (UP) Railroad yard or relocating the UP tracks inside an active station."

As can be seen in the alternative in 2) above, every single spur track has been preserved, there is no modification to the SSF Union Pacific Railroad yard (other than the upgraded turnouts in the south) and passengers are protected from HSR, Caltrain baby bullets and Union Pacific train movements by a double set of safety barriers (please refer to the second diagram on page 2 of my February 3rd 2014 letter "It is worth mentioning at this point that Caltrain's single median barrier design is inadequate for a 4-track configuration with 2 middle mainline tracks. **This design should be modified to specify an additional barrier to protect both mainline tracks from trespassers before increasing speeds above 79 MPH in the Caltrain right of way.**"

4) "Finally, with these track relocations the City of South San Francisco would not see increased east west connectivity improvements."

I hope that the above points clarify how a dual outboard platform configuration would significantly enhance the safety of Caltrain passengers and ensure safe and reliable high speed passenger service between San Jose and San Francisco while enhancing the connectivity between the east and west sides of the City of South San Francisco by eliminating the need for round trip passengers to use the new pedestrian underpass more than once a day.

Sincerely,

Roland Lebrun

CC

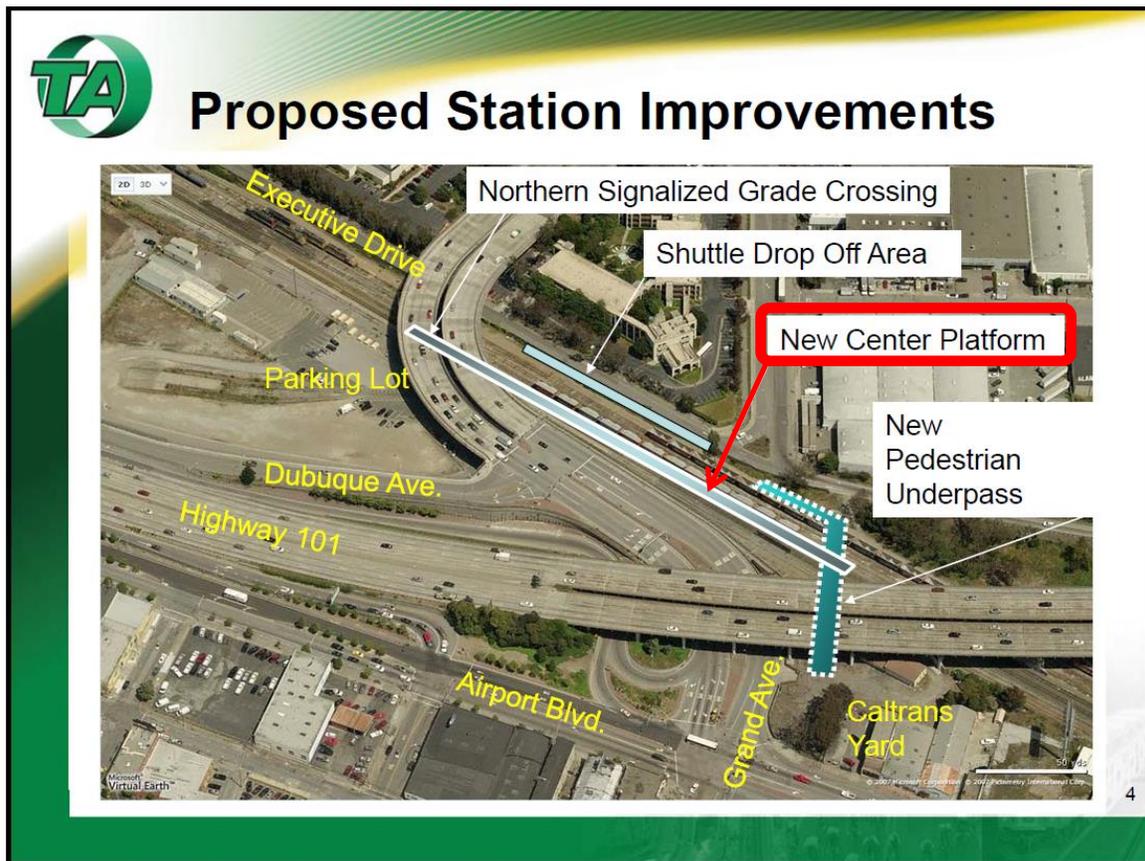
Mayor and Council of the City of South San Francisco
Mayor and Council of the City of Mountain View
SFCTA
VTA Board of directors

Roland Lebrun

February 3rd 2015

Dear Chair Tissier and Members of the Caltrain Board of Directors,

Further to my letter of February 3rd 2014 (attached) and the 3 fatalities on Caltrain tracks in January 2015, I am writing to express my strong concern with the proposed design for the new South San Francisco station, specifically plans by SamTrans consultants **to add an island platform in the middle of the SF-LA main line** (MT-1 & MT-2).



<http://www.smcta.com/Assets/Agendas+and+Minutes/TA/Board+of+Directors/Presentations/2015/1-8-15+SSF+Measure+A+Funds+for+Caltrain+Station+Improvements.pdf>

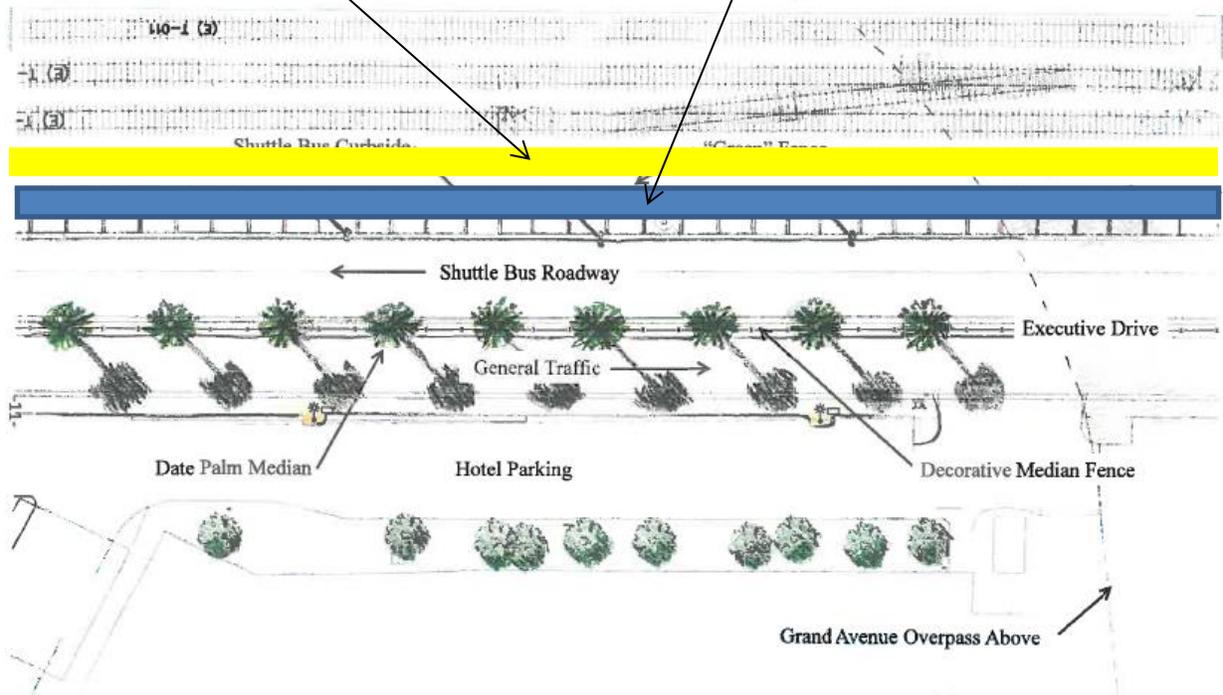
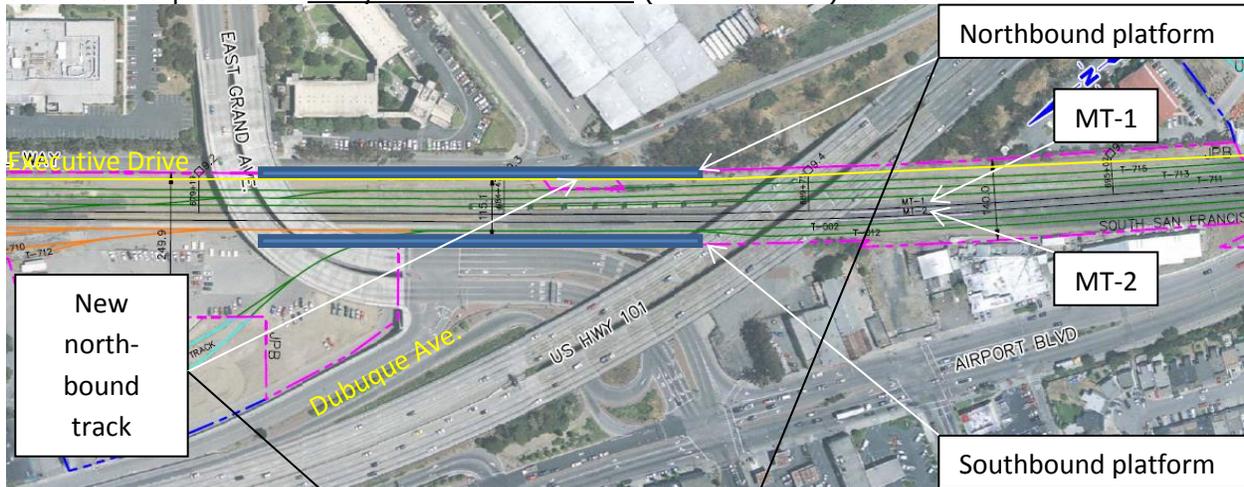
I would also like to share concern about how a \$20M underpass could possibly have ballooned into a \$59M project without ever having been presented to the Caltrain CAC or the Board of Directors and how \$9.5M could have been spent on 100% design without this project appearing on the quarterly list of Caltrain capital improvements.

http://ci-ssf-ca.granicus.com/MediaPlayer.php?view_id=3&clip_id=823&meta_id=59486

http://www.caltrain.com/Assets/Finance/Quarterly+Capital+Program+Status+Report/FY15_Q1_PCJPB_Quarterly_Report.pdf

Recommendations:

- The JPB should direct SamTrans to redesign the new station with separate northbound and southbound platforms away from the main line (MT-1 & MT-2) as follows:



- The South San Francisco station redesign contract could proceed with the proposed pedestrian underpass while the track layout and platforms are being redesigned.

- The JPB should consider establishing a policy whereby there will be no further funding for station relocation/reconfiguration unless a 4-track configuration has been duly considered.

Thank you in advance for your urgent attention to this issue.

Roland Lebrun

Cc
Caltrain Board of Directors
Mayor and Council of the City of South San Francisco
Caltrain CAC
SFCTA Board of Directors
VTA Board of Directors

Roland Lebrun

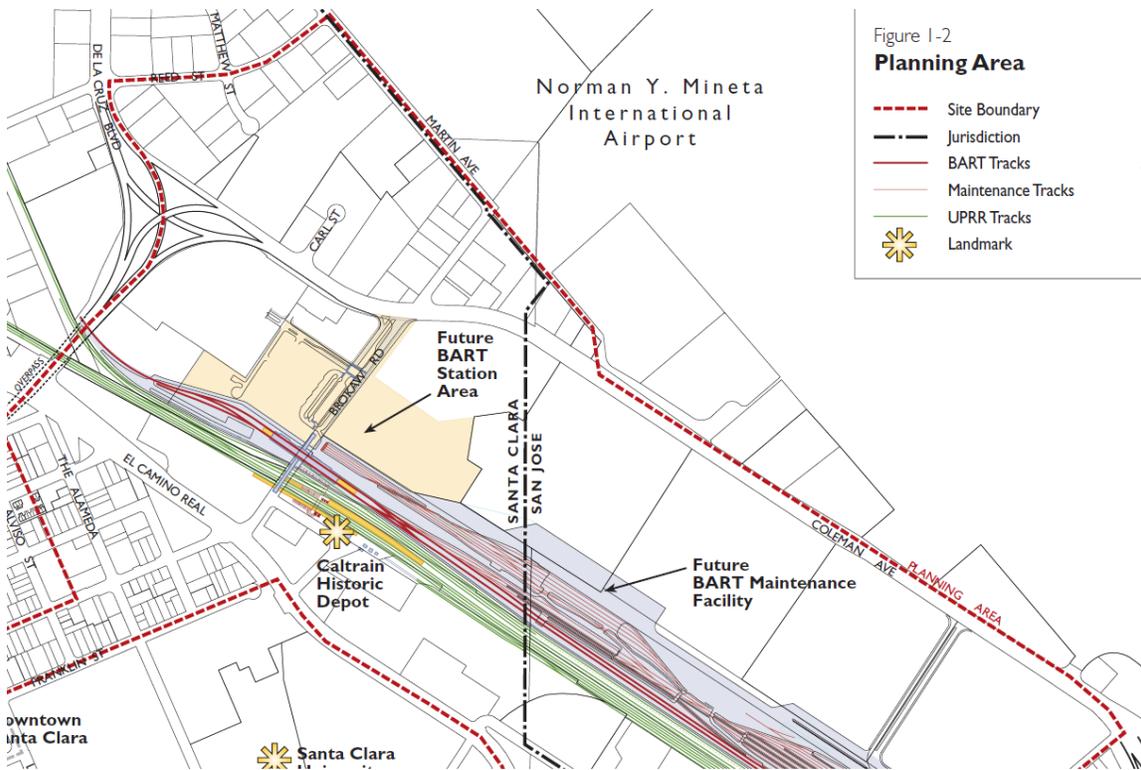
February 3rd 2014

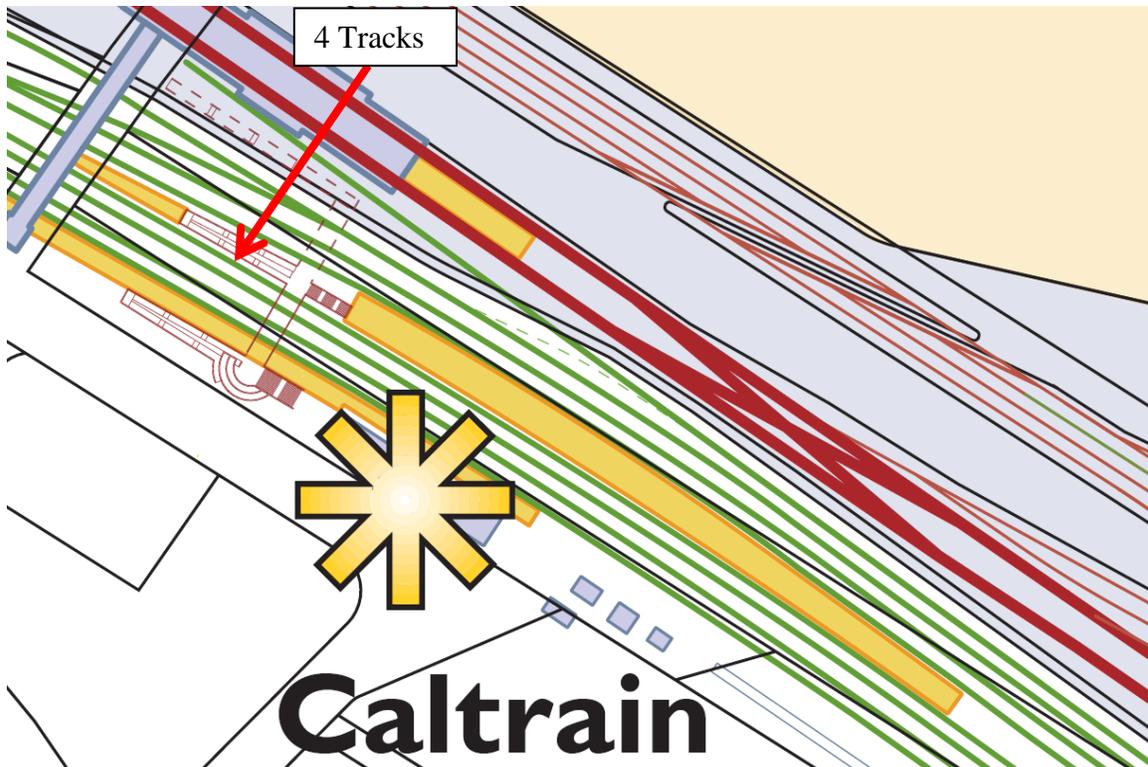
Dear Chair Nolan and members of the Caltrain Joint Powers Board of Directors,

The intent of this letter is to make the Board aware of issues with the track configuration at the Santa Clara Caltrain station and to request that Samtrans staff provide answers to the following comments:

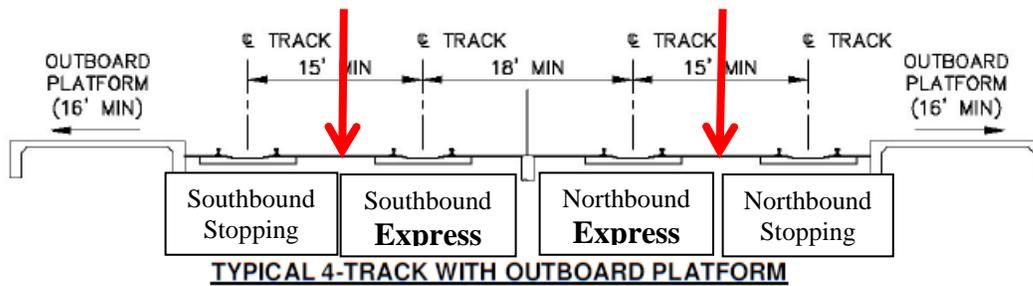
Background:

The Planning Area Diagram for the Santa Clara Multimodal Transit Center clearly identifies a 4-track (AKA “passing”) Caltrain station consisting of 2 middle mainline tracks for express trains and 2 outer tracks for trains making stops at the station.





It is worth mentioning at this point that Caltrain's single median barrier design is inadequate for a 4-track configuration with 2 middle mainline tracks. This design should be modified to specify an additional barrier to protect both mainline tracks from trespassers before increasing speeds above 79 MPH in the Caltrain right of way.



- In late 2012, I became aware that the 4-track configuration had been abandoned when the northbound track was relocated to the new island platform. I subsequently requested a copy of the plans which confirmed that Samtrans staff and consultants never had any intention of designing a 4-track station with 2 mainline and 2 stopping tracks.

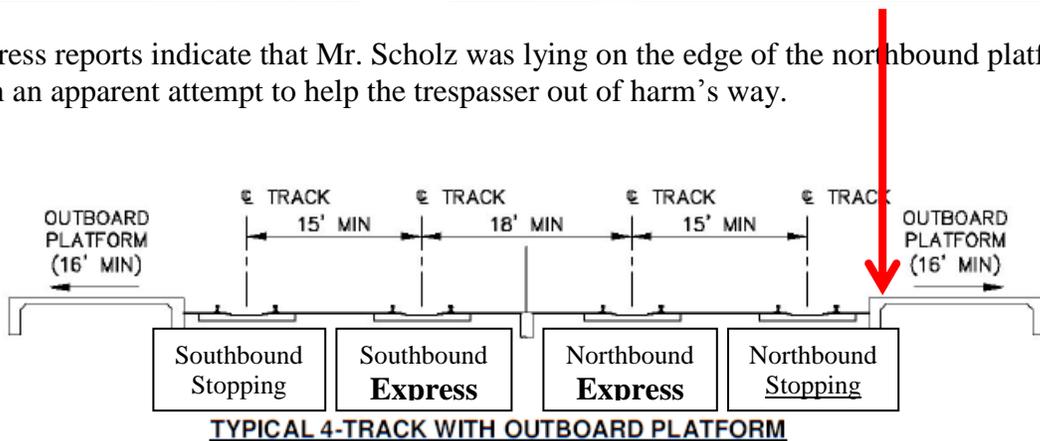
- Further on-site investigations revealed that the distance between the Northbound and Southbound platforms is approximately 4 feet (1/4 track) to 8 feet (1/2 track) short of accommodating a 4-track configuration. This makes it impossible to accommodate extended dwell times during special events without blocking the mainline.

- On Saturday January 18th of this year, I pointed out the two missing middle mainline tracks to the Mayor of Santa Clara, Mr. Jamie Matthews during the Caltrain 150th Anniversary celebrations.

- On Monday January 20th, Mr. Philip Scholz was fatally struck by an **Express** train while attempting to rescue an individual who had wandered onto the tracks.



Press reports indicate that Mr. Scholz was lying on the edge of the northbound platform in an apparent attempt to help the trespasser out of harm's way.



In closing, I am respectfully requesting that the Caltrain Joint Powers Board of Directors direct Samtrans staff to provide a detailed explanation of the rationale behind the modification of the environmentally-cleared plans for the Santa Clara Multimodal Transit Center. I would also appreciate any comments as to what if any remedies might be available in time for Super Bowl 2016.

Sincerely,
Roland Lebrun

Roland Lebrun

August 1st 2017

August 3rd Caltrain Board meeting

Item #12 South San Francisco station "improvement" project

Dear Chair Gee and Members of the Caltrain Board of Directors,

The intent of this email is to alert the Board to multiple issues with this project, including an apparent \$21M funding gap and **multiple design issues which compromise passenger safety and eliminate opportunities for Caltrain capacity improvements.**

1) Funding issues

1.1 Background

- FY2016 capital budget

[http://www.caltrain.com/Assets/ Finance/Capital+Budget/Adopted+FY16+Caltrain+Capital+Bud get.pdf](http://www.caltrain.com/Assets/Finance/Capital+Budget/Adopted+FY16+Caltrain+Capital+Bud get.pdf) Line 1.01 SSF Station Improvement Project is listed under "SOGR" (State Of Good Repair) and shows an estimated total cost of \$59.1M with \$38.831M originating from SMCTA Measure A and the City of South San Francisco **leaving a funding gap of \$21M (there is no source of funding from the FTA).**

This is followed by Note "(1) **Assume MTC will release \$21M this summer. Currently on hold as part of the \$125M FTA Formula Fund in the 9 Party-MOU CalMOD funding plan**" (line 1.11.x).

- FY2018 capital budget (there is no mention of the SSF project in the FY2017 budget) [http://www.caltrain.com/Assets/ Agendas+and+Minutes/JPB/Board+of+Directors/Agendas/2017/2017-08-03+JPB+Agenda.pdf](http://www.caltrain.com/Assets/Agendas+and+Minutes/JPB/Board+of+Directors/Agendas/2017/2017-08-03+JPB+Agenda.pdf) (Item #11 Attachment A).

Line 23 "*South San Francisco Station Improvement Project*" shows no federal funding and \$23.136M under "other" with a source of funding of "(6) *Increased City of South San Francisco contribution by \$2.8 million, of which \$1.3 million was included in the FY 2017 Approved Capital Budget. Amendment is for the balance of \$1.5 million. Project funded by Measure A, South San Francisco **and FTA.***

1.2 Funding issue

The \$21M are FTA section 5337 funds dedicated to State of Good Repair (SOGR) for which the SSF project does not qualify

"This project consists of track work, signal work, a new 700 foot center board platform with new amenities, new shuttle drop-off, and connectivity to a new pedestrian underpass from the platform to Grand Avenue/Executive Drive.

This will replace the existing South San Francisco Station with a new center boarding platform connecting to a new pedestrian underpass. The project improves safety by eliminating the hold out rule; in addition, the project provides connectivity along Grand Avenue for the City of South San Francisco. The City of South San Francisco (CSSF) has added design modifications to incorporate the downtown master plan as part of this station project."

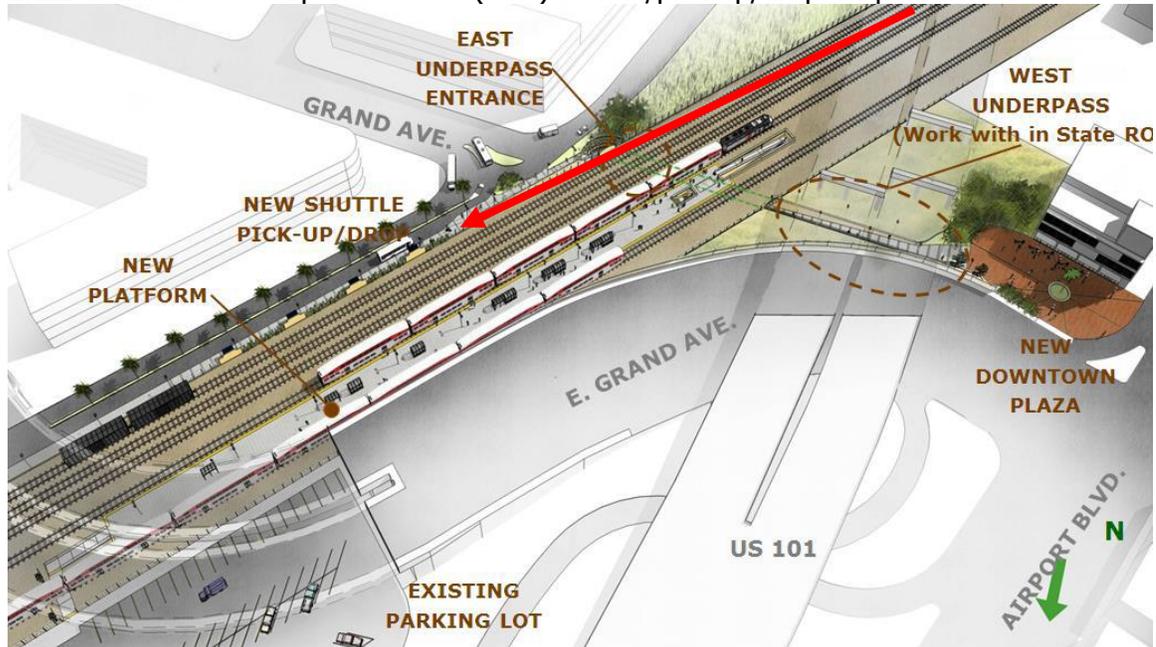
2) Design Issues

2.1 Safety issues

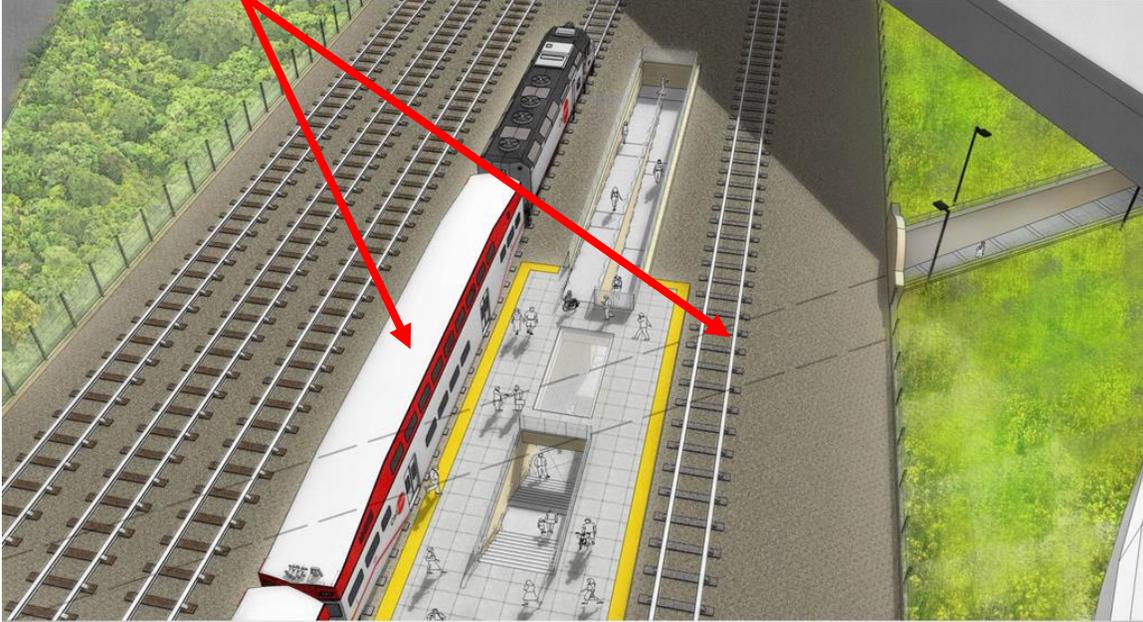
2.1.1 "Access to the center platform from the north **will be provided by a new pedestrian grade crossing** at the existing station parking lot."



2.1.2 Trains do not stop at the new (east) shuttle/pick-up/drop-off platform



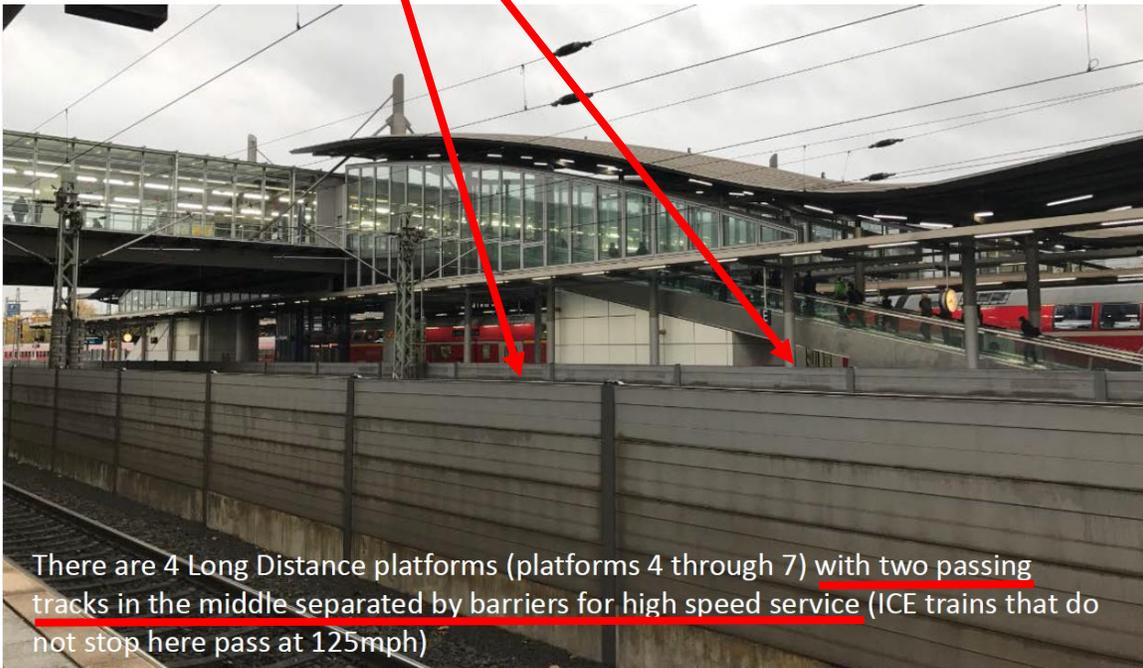
2.1.3 Passengers on the new platform will be exposed to High Speed trains travelling at speeds up to 110 MPH in the tracks immediately adjacent to the new island platform.



European example (safety barriers and additional capacity (passing tracks))

Dusseldorf Airport

LONG DISTANCE RAIL STATION DESIGN



There are 4 Long Distance platforms (platforms 4 through 7) with two passing tracks in the middle separated by barriers for high speed service (ICE trains that do not stop here pass at 125mph)

Please direct staff to address these issues immediately.

Thank you in advance for your urgent attention to these matters.

Sincerely,

Roland Lebrun

CC:

MTC Commissioners

VTA Board of Directors

SFCTA Board of Directors

SamTrans Board of Directors

High Speed Rail Authority Board of Directors

VTA CAC

SFCTA CAC

Caltrain CAC

Caltrain BAC

SamTrans CAC

From: Roland Lebrun
Sent: Monday, July 31, 2017 3:54 AM
To: Caltrain Board
Cc: Board Secretary; SFCTA Board Secretary; SFCTA CAC; Caltrain CAC Secretary; Caltrain BAC; MTC Commission
Subject: Fw: Caltrain March 2014 Board Meeting

Dear Chair Gee and Members of the Caltrain Board of Directors,

Further to my email of March 5th 2014 (below) and the attached CBOSS PTC status letter which highlighted developing issues at Metrolink with the ARINC Computer Aided Dispatch (CAD) and Back Office System (BOS) and requested that the Caltrain Board give urgent attention to the matter, the attached July 2017 CBOSS status update highlights striking similarities with Caltrain's CBOSS interoperability issues and recommends the immediate appointment of a team capable of meeting the December 2018 Federal PTC implementation deadline.

Respectfully presented for your consideration and immediate action.

Sincerely,

Roland Lebrun

CC:

MTC commission
VTA Board of Directors
VTA CAC
SFCTA Board of Directors
SFCTA CAC
Caltrain CAC & BAC

From: Roland Lebrun
Sent: Wednesday, March 5, 2014 10:35 AM
To: Caltrain Board
Cc: Erika Cheng; VTA Board Secretary
Subject: Caltrain March 2014 Board Meeting

Dear chair Nolan and Members of the Caltrain Joint Powers Board of Directors,

The intent of the attached letters is to share multiple concerns with the administration of the Caltrain Modernization program as follows:

- 1) Serious concerns with the current status of the implementation of the CBOSS PTC Advanced Signaling System, specifically a CPUC annual report to the legislature and recent developments in southern California.
- 2) The proposed appointment of a Director of Project Delivery Services with an annual salary of \$717,000. The individual selected by SamTrans staff has no immediately apparent relevant rail electrification expertise and recently abandoned a light rail extension project slated to go live in September without any rolling stock.
- 3) A proposed contract for \$40M for "rail vehicle support services" (enough for two complete Electrical Multiple Unit (EMU) train sets) before environmental clearance or approval of a specific rolling stock delivery method by the Board. The firm selected by SamTrans staff has so far failed to procure second-hand rolling stock required to increase short-term capacity.

Roland Lebrun
[REDACTED]
CBOSS PTC status
3/4/2014

Dear Chair Nolan and Members of the Caltrain Joint Powers Board of Directors,

The purpose of this letter is to share concerns with the current status of Caltrain's PTC implementation and issues with the Arinc Computer-Aided Dispatch (CAD) system in particular.

As you may know, pursuant to Public Utilities Code Sections 309.7 and 765.6, the CPUC is required to submit an annual safety report to the California State Legislature. The latest report (<http://www.cpuc.ca.gov/NR/rdonlyres/7945B5AC-B200-431B-A8C4-648AB1BEAB2D/0/2013AnnualReporttotheLegRNCV.pdf>) is dated November 30 2013 and provides insight into the status of the Caltrain PTC (CBOSS) implementation as follows:

- ***“Caltrain, North County Transit District, and Altamont Commuter Express are still in the start-up phases.”***

- ***“Caltrain is working with the FRA on their Request for Amendments document, revised PTC implementation plan, and PTC development plan document. Caltrain has not submitted a field test request as required by Subpart I, Section 236.1035 of the CFR.”***

Please note that the PTC Implementation Plan (PTCIP) and PTC Development plan (PTCDP) are deliverables required for the completion of Phase 1:

[http://www.caltrain.com/Assets/ Finance/Quarterly+Capital+Program+Status+Report/JPB/FY14_Q2_PCJPB_Quarterly_Report.pdf](http://www.caltrain.com/Assets/Finance/Quarterly+Capital+Program+Status+Report/JPB/FY14_Q2_PCJPB_Quarterly_Report.pdf) (page 12).

- ***“Dispatchers at MetroLink and Caltrain are experiencing problems with incorrect signal indications and intermittent train positioning and directional issues on their dispatching displays.”***

The latest MetroLink implementation schedule (see below) specified a date of 7/15/13 for PTC CAD but the contractors could not get it to work. On January 24, MetroLink terminated the contract with Arinc and signed a new \$6.8M contract with Wabtec:

<http://articles.latimes.com/2014/jan/24/local/la-me-ln-new-metrolink-contract-20140124>

The chain of events at MetroLink has profound ramifications for Caltrain for 2 reasons:

- 1) The CAD system currently in use by Caltrain is the same system as the one MetroLink had to abandon.
- 2) Unlike MetroLink, Caltrain has already migrated to the Arinc CAD system and there is no fallback if Arinc is unable to deliver a working CBOSS interface.

I trust that the Board will give urgent attention to this matter.

Sincerely,
Roland Lebrun

MetroLink Positive Train Control Summary Schedule as of May 2013

ACTIVITY	START	FINISH	2012				2013				2014	
			Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2
On-Board Production Installs	2/8/2012	12/31/2013										
Wayside Radio Installation	7/31/2012	12/31/2012										
Base Station Build-out (including tunnel Radios)	7/1/2012	8/31/2013										
MetroLink BOS (3.2 M2) and On-Board Integration	4/4/2012	9/21/2012										
CAD-Live - Ph I Non-PTC CAD		6/15/2013										
CAD-Live - PTC CAD		7/15/2013										
Complete End-to-End Testing in the lab (LIEE)	5/6/13	8/5/2013										
WIU & Brake Testing	5/12/2013	9/30/2013										
Integrated System Testing (FIT/FQT)	7/7/2013	1/31/2014										
Interoperable Testing (FIT-I/FQT-I)	9/12/2013	1/7/2014										
Safety Plan - FRA Review & Certification	10/1/2013	4/10/2014										
PTC Operational on San Gabriel Sub (Revenue Demonstration)		9/30/2013										
Revenue Service – All Subdivisions		2/24/2014										
Reliability Demonstration Period	2/5/2014	6/5/2014										
TCOSF Construction	4/19/2013	5/9/2014										

In closing, I would like to take this opportunity to remind the Board that, further to Section 6.B of the 1996 agreement, the JPB has the option to replace SamTrans as the Managing Agency responsible for Caltrain administration at the end of every fiscal year: http://www.caltrain.com/Assets/Public/JPA_Agreement_and_Amendment_10-03-1996.pdf (top of page 8).

Sincerely,

Roland Lebrun

Roland Lebrun

██████████
Caltrain Board March Meeting
Item #11 Director, Project Delivery Services

Dear Chair Nolan and Members of the Caltrain Joint Powers Board of Directors,

The purpose of this letter is to share concerns with the current plans for the appointment of a Director, Project Delivery for the Caltrain Modernization Program as follows:

- 1) An annual compensation of \$716,667 is excessive for this position and may send the wrong message to transportation executives in the Bay Area.
- 2) The candidate recently departed a \$900M light rail project due to start operations in September without rolling stock, a situation Caltrain may well find itself in if the Modernization Program stays on the current course:
<http://www.isiahfactor.com/2014/02/24/a-metro-big-wig-resigns-from-his-post-at-a-crucial-time/>
<http://www.houstonchronicle.com/news/transportation/article/Railcar-delay-means-crowded-trains-Metro-says-5147117.php>
- 3) The candidate does not appear to have any expertise relevant to the electrification of a busy rail corridor.

Should the Board elect to proceed with this appointment, I would like to respectfully request that the motion be amended as follows:

- Given that funding for this project is uncertain, the Agreement should be modified to stipulate that the JPB may terminate it at any time (strike “for cause”).
- The contract should be for an hourly rate, not a fixed amount.

Sincerely,

Roland Lebrun

Roland Lebrun

March 2014 Caltrain Board Meeting
Item #13 Vehicle Support Services

Dear Chair Nolan and Members of the Caltrain Joint Powers Board of Directors,

The purpose of this letter is to highlight multiple issues with the authorization of this contract (total value \$40.5M including option terms and 15% aggregate change order authority).

- 1) The fact that there was a sole respondent indicates potential issues with the RFP. It is also very likely that the sole respondent was also responsible for drafting the RFP.
- 2) There is no clear description of the activities to be performed under this contract, specifically how the issuance of an RFP for rolling stock could possibly cost as much as two entire train sets.
- 3) LTK Engineering have failed to procure second-hand rolling stock capable of relieving Caltrain's current capacity crunch in a timely manner.
- 4) It is unclear how the Executive Director could possibly authorize an option to study and design CEMOF electrification before obtaining environmental clearance.
- 5) The Board have yet to select a delivery method for the rolling stock and, should the private sector be involved, this contract would preclude potential depot relocation and/or proposals for value engineering whereby depot electrification would be kept to a minimum as is common practice in the UK.
- 6) Prior work performed by LTK engineering is about to be challenged in court, specifically that Caltrain's blended system, as described in the 2012 capacity analysis, does not meet the requirements of the 2008 Bond Act and, as such is not eligible for Prop 1A funding.
- 7) Should the plaintiffs prevail in this case, there are no immediately apparent alternate sources of funding for this contract.

Sincerely,

Roland Lebrun

Roland Lebrun

July 22 2017

Recommendation to enter into exclusive contract negotiations with Wabtec

Dear Chair Gee and Members of the Caltrain Board of Directors,

The intent of this letter is to substantiate and elaborate on the comments I made at the July 6th 2017 Caltrain Board meeting and to ask that the Board reach out to Metrolink to start negotiations with Wabtec on behalf of the JPB with the intent of drafting a sole source contract modeled after Metrolink's January 24th 2014 contract H1655-14 (see **January 24 2014 Special Metrolink Board of Directors Meeting** on page 3 below).

Background (see detailed background on page 3 below).

- September 2010: Metrolink awards a PTC implementation contract to Parsons Transportation Group (PTG).
- May 2013: Metrolink releases an update outlining concerns with **integration issues resulting in a 2-year delay in the implementation schedule.**
- **January 24 2014: Metrolink terminates the Arinc contract** and awards a new Back-Office Server (BOS) and computer-aided dispatch (CAD) system to Wabtec with Parsons Transportation Group as the Systems Integrator **"the only practical alternative to the ARINC CAD system is one to be provided by Wabtec"**.
- March 3 2014: Letter from Roland Lebrun (attached) alerting the Caltrain Board to developments in Southern California and recommending **"urgent attention to the matter"**.
- February 2015: The Federal Railroad Administration (FRA) formally approves the commencement of Revenue Service Demonstration (RSD) on the San Bernardino Line.
- **June 2015: Metrolink completes RSD across its entire 341-mile network.**

Recommendations

- 1) Reach out to Metrolink and request that they assist the JPB in assembling a team capable of delivering a functional Caltrain PTC system by the December 2018 deadline.
- 2) Terminate all legal proceedings against Parsons Transportation Group (PTG).
- 3) Ask the Metrolink team to reach out to Wabtec and Parsons on behalf of the JPB and negotiate a contract similar to Metrolink contract H1655-14.
- 4) **Initiate termination of SamTrans' Caltrain administration contract and explore legal opportunities for compensation to the JPB.**
- 5) Initiate a search for a new agency responsible for Caltrain administration.

Rationale behind recommendation

Stats and Facts

341 miles of Metrolink-owned territory operating PTC technology

171 miles of BNSF and UPRR owned territory working towards PTC interoperability

Upgraded wayside signals with stop enforcement systems at **476** locations

104 control points established on the system

Installations of PTC equipment on all **56** cab cars and **55** locomotives

8,000 geographic critical features mapped on Metrolink's system

A new **24,000** square-foot security-enhanced building housing command and control equipment

\$218.8 million project cost for developing, installing, testing and deploying PTC

<http://www.metrolinktrains.com/agency/page/title/ptc>

Respectfully presented for your urgent consideration.

Sincerely,

Roland Lebrun.

Cc:

MTC commission

VTA Board of Directors

VTA CAC

SFCTA Board of Directors

SFCTA CAC

Caltrain CAC & BAC

Detailed background

September 2010: Metrolink awards a PTC implementation contract to Parsons Transportation Group (PTG)

May 2013

Metrolink releases a "Metrolink Positive Train Control Program – May 2013" update (http://www.metrolinktrains.com/content/media/03/files/2013%2005%20PTC%20Fact%20Sheet_Updated%20June%202013.pdf)

"The PTC system will include a back-office system including replacement of the current computer-aided dispatch (CAD) system with a PTC compatible CAD, and installation of a PTC back office server (BOS)." (page 1)

*"In October 2010, Metrolink engaged a Vendor/Integrator (V/I) contractor to design, install and test the agency's PTC system. **The contract's schedule has been impacted by a number of delays, including development of the "core" interoperable back office server (BOS)** for the major freight railroads, national industry standards for PTC messaging and product development for PTC radios. In addition to these industry-wide challenges, **the V/I still has significant hurdles to overcome in the development of SCRRA's dispatch system, onboard systems installations, FRA-witnessed testing, and system certification**"* (page 1).

"PTC Compatible Computer Aided Dispatch (CAD) (page 3)

– Software coding and debugging issues have set back the V/I contractor and its sub, Arinc, significantly from original target dates for putting this new dispatch system into service. Delays in the development of a stable PTC-compatible CAD system is impacting the overall PTC schedule by delaying the start of integration testing between the various PTC components.

"PTC Back Office Server (BOS) (page 3)

– In order to achieve interoperability, common standards and requirements must be developed by the ITC committee. To mitigate extensive delays to the start of integrated testing, a decision has been made by SCRRA and the V/I contractor to implement BOS Version "3.2.M" for Metrolink, which is built off of the "core" single instance BOS and independent of additional administrative functions being developed for the freight railroads' multi-instance BOS's."

This is followed by a schedule showing a ***deadline for the PTC-compatible system to go live on 7/15/2013*** (page 4).

January 24 2014 **Special Metrolink Board of Directors Meeting**

http://metrolink.granicus.com/AgendaViewer.php?view_id=2&clip_id=274

"Background

At its meeting on September 25, 2010, the Board awarded Contract No. H1636-10 to Parsons Transportation Group (Parsons) for the implementation of a PTC system.

*Included in that contract was the provision of a CAD and BOS system for PTC. **As the Board has been informed on numerous occasions, the development and provision of the CAD by Parsons and its subcontractor is now more than two years behind schedule, impacting the overall PTC implementation schedule.***

After providing Parsons and its CAD subcontractor, ARINC, Inc, repeated chances to provide a functional CAD, the Authority determined that the PTC project could no longer withstand continued CAD delays. After lengthy negotiations between the Authority and Parsons, **the parties agreed that the preferable option, rather than risking continued delays, would be to switch CAD system from the one provided by ARINC under the Parsons contract, to one provided by Wabtec.** Under the terms of the Authority's agreement with Parsons, **the Authority will contract directly with Wabtec for the CAD and BOS.**

*The decision was made for SCRRRA to contract directly with Wabtec based on an evaluation of risks to the schedule, budget, contractual issues, and overall efficiency. **By contracting directly with Wabtec, SCRRRA will have direct management of Wabtec's work performance and enable Wabtec to interface more directly with the end users,** which are the SCRRRA dispatchers, dispatch department and other SCRRRA staff. Similarly, the Authority would be able to work directly with Wabtec to address any issues that arise during development of the systems.*

In terms of the overall schedule, it was forecasted that contracting directly would be most efficient. Negotiation of a subcontracting agreement between Wabtec and Parsons, as well as between Parsons and SCRRRA adds time the project can ill afford. By contracting through Parsons there is greater potential for a protracted process impacting the schedule and budget.

Wabtec has assured the Authority that it is providing a turnkey product that does not require support from Parsons prior to delivery of the subsystems. Since Wabtec is the vendor for the CAD, BOS and Onboard systems, interfaces and integration should be seamless. Parsons' integration work efforts would begin after provision of the CAD and BOS subsystems. Liquidated damages have been defined in the contract with both Wabtec and Parsons such that the cost of any Wabtec caused delays to Parsons on these subsystems would be transferred to Wabtec.

Finally, it is only a matter of time before SCRRRA assumes responsibility directly with the original equipment vendors such as Wabtec for the long term maintenance, service and upkeep of critical subsystems such as CAD.

To proceed, **a non-competitive procurement of Wabtec's services is necessary.** There are numerous reasons why Wabtec is the only possible provider of the new CAD:

- Wabtec is a leader in the industry and provides PTC-related systems, including CAD, to numerous other railroads. **Wabtec's current customer list includes 17 railroads with a total of 186 dispatcher desks encompassing 56,000 miles of track.**

- **As the provider of the on-board system for the Authority's PTC implementation, Wabtec is intimately familiar with its PTC project. A Wabtec CAD will work seamlessly with the Wabtec systems already included in the Parson's PTC scope.**

- Wabtec is the provider of the CAD system used by the Burlington Northern Santa Fe (BNSF) railroad on right-of-way shared with the Authority and additionally on North County Transit Coaster (NCTC). BNSF has pledged cooperation and support in the development of a Wabtec CAD for the Authority.

The Authority also interfaces with NCTC at the south end of the Orange Subdivision and operates as a tenant on that track to Oceanside. There will be numerous benefits to the use of a similar system to one of the Authority's key freight partners and NCTC.

· ***As provider of the on-board system for the Authority's PTC system, Wabtec has agreed to key contractual terms and conditions that will allow not only for an efficient contract process going forward, but also will result in a contract that is harmonized to the greatest extent possible with the Authority's contract with Parsons.***

· The Authority already has a software license agreement with Wabtec that is applicable to this procurement action. Use of the existing license will provide contractual efficiency.

· ***Parsons had already engaged Wabtec to begin development of a CAD system for the Authority and so Wabtec has already mobilized and begun work. A switch to Wabtec will allow for the PTC project to progress without further impacting the current schedule milestone dates.*** Discussion of the current milestone dates is provided below.

For the above reasons, ***the only practical alternative to the ARINC CAD system is one to be provided by Wabtec.*** Wabtec is essentially the only available provider of the CAD and BOS systems. ***Any other provider's system would be incompatible with the Authority's PTC system, and/or would require lengthy (and expensive) delays, as well as unnecessary (and expensive) modifications to existing Authority systems to be made compatible.*** Under the unusual circumstances described above, a non-competitive procurement of Wabtec's services is in accordance with the Board-approved Contracts and Procurement Policy, CON-19, Sole Source and Non-Competitive Negotiated procurements, permitting award when the purchase is available from only a single source and is in the Authority's best interests and is consistent with statutory and regulatory requirements.

Wabtec has informed the Authority that, in order to provide a CAD system, it must also provide a compatible BOS. Switching to a Wabtec CAD requires the Authority to switch the original BOS—which included an ARINC platform--to a Wabtec BOS.

Wabtec has provided the Authority with a proposal to provide a PTC-enabled CAD and BOS. Authority staff has reviewed the technical proposal and finds it to be the best alternative to implement PTC. ***Wabtec's proposed schedule is an aggressive one that accommodates Parsons' work schedule and provides for a complete PTC system more quickly than any other alternative.*** The Authority has carefully analyzed Wabtec's price proposal and finds it to be fair and reasonable compared to the original contract price analysis plus a recent review and analysis of pricing of CAD and BOS systems.

On January 17, 2014, the Authority and Parsons agreed to revise the scope of Parsons' work on PTC to allow for a Wabtec CAD and BOS. As part of that agreement, Parsons is providing direct funding, and revising the payment schedule for the PTC contract, sufficient to cover the cost of the Wabtec agreement."

March 3rd 2014

I wrote the attached letter to alert the Caltrain Board to the latest developments in Southern California. ***"The purpose of this letter is to share concerns with the current status of Caltrain's PTC implementation and issues with the Arinc Computer-Aided Dispatch (CAD) system in particular."***

The letter concluded with the following paragraphs:

"The chain of events at MetroLink has profound ramifications for Caltrain for 2 reasons:

1) ***The CAD system currently in use by Caltrain is the same system as the one Metrolink had to abandon.***

2) ***Unlike MetroLink, Caltrain has already migrated to the Arinc CAD system and there is no fallback if Arinc is unable to deliver a working CBOSS interface.***

I trust that the Board will give urgent attention to this matter"

February 2015: The Federal Railroad Administration (FRA) formally approves the commencement of Revenue Service Demonstration (RSD) on the San Bernardino Line.
http://www.metrolinktrains.com/news/news_item/news_id/966.html

June 2015: **Metrolink completes RSD across its entire 341-mile network.**
<http://www.rtands.com/index.php/cs/metrolink-has-ptc-in-revenue-service-demonstration-across-network.html>

"The FRA has authorized Metrolink to operate PTC RSD using Wabtec's Interoperable Electronic Train Management System (I-ETMS) ®. Parsons Transportation Group, Inc., is the primary contractor managing Metrolink's PTC program.

The current cost for developing, installing and deploying PTC on the Metrolink system is \$216.4 million."

From: Roland Lebrun

Sent: Wednesday, August 02, 2017 3:54 AM

To: Caltrain Board

Cc: MTC Commission; Board Secretary; SFCTA Board Secretary; board@samtrans.com; CHSRA Board; SFCTA CAC; Caltrain CAC Secretary; Caltrain BAC; cac@samtrans.com

Subject: Caltrain August 3rd Board meeting item 8.a EMU procurement

Dear Chair Gee and Members of the Caltrain Board of Directors,

The intent of this email is to alert the Board to additional issues with the Stadler EMU procurement, specifically that an analysis performed by the High Speed Rail Authority consultants discovered that **these trains do not meet the RFP requirements in a 6-car configuration.**

"The Stadler EMU KISS DD was used as the base Caltrain EMU (6-coach study reference EMU) in the first iteration of conceptual planning.

During the refinement process, various EMU models were tested including the TWINDEXX family of Bombardier Transportation against the RFP requirement:

The only EMU that met the All Stop 423 and LIM Type A 227 trip time requirement was the Stadler EMU KISS DD 4-coach option (8 axle powered) trainset.

It was ultimately decided to adapt an 8-coach TWINDEXX EMU with 10 MW performance for use in the study."

http://www.tillier.net/stuff/hsr/JSWG_2016_Year_End_Report_final_draft.pdf (PDF page 67).

Please note that this information was known to the SamTrans EMU procurement consultants at least 6 months before the issuance of the Full Notice To Proceed (FNTF).

I would like to take this opportunity to remind the Board that **these trains will never be able to meet Caltrain's present let alone future capacity needs** and that we have wasted a total of \$34.7M so far on this procurement http://www.caltrain.com/Assets/_Agendas+and+Minutes/JPB/Board+of+Directors/Agendas/2017/2017-08-03+JPB+Agenda.pdf (Table 2.2 on page 69 in the packet).

Please direct staff to terminate both the LTK Engineering and Stadler EMU contracts effective immediately and reach out to another agency to re-issue the EMU procurement RFP on behalf of the JPB at the earliest opportunity.

Thank you in advance for your urgent attention to this matter.

Roland Lebrun.

CC:

MTC Commissioners

VTA Board of Directors

SFCTA Board of Directors

SamTrans Board of Directors

High Speed Rail Authority Board of Directors

VTA CAC

SFCTA CAC

Caltrain CAC

Caltrain BAC

SamTrans CAC