

From: VTA Board Secretary
Sent: Wednesday, January 13, 2021 8:06 AM
To: VTA Board of Directors
Cc: Fadal, Sylvester
Subject: From VTA: VTA Vaccination Plan

VTA Board of Directors,

Attached is VTA's Vaccination Plan as described by the General Manager at the January Board of Directors Meeting. The plan was forwarded to Dr. Cody at the Santa Clara County Health Department.

If you have any questions or concerns about the plan please email Sylvester Fadal, Chief Administrative Officer at Sylvester.Fadal@vta.org. You may also call Sylvester at (408)321-5605 (desk) or (408)219-8473 (mobile).

Thank you.

Santa Clara Valley Transportation Authority
3331 North First Street, Building B-1
San Jose, CA 95134-1927
Main line: 408.321.5680
Email: board.secretary@vta.org





January 12, 2021

Dr. Sara Cody, MD
Health Officer and Public Health Department Director
Santa Clara County Public Health Department
976 Lenzen Avenue
San Jose, CA 95126

RE: Santa Clara County Transit Authority Vaccination Rollout Plan

Dear Dr. Cody:

In response to the announcement that Santa Clara Valley Transportation Authority (VTA) transit employees are approved for inclusion in Phase 1B of the state's vaccine distribution plan, VTA has established a Vaccine Rollout Plan (Attached) for its over 2,100 employees. This plan was developed in coordination with the unions who represent the majority of VTA employees.

The following is a summary of the 3 Tier Plan:

- Tier 1 Frontline employees who interface with the general public on a daily basis and employees over the age of 65.
- Tier 2 Maintenance personnel at Yards and Shops and employees with underlying medical conditions which increase the risk of serious, life-threatening complications from COVID-19.
- Tier 3 General administrative personnel.

VTA will work in coordination with the County to ensure our essential workers meet the eligibility criteria to receive the vaccine including providing employment verification along with vaccine tier priority. If you have any suggestions for improving the attached plan, they will be appreciated.

VTA looks forward to receiving the vaccinations and appreciates the County's efforts to ensure that our Frontline Workers can continue to provide vital transit services to the overwhelming low income, minority, elderly and disabled residents of Santa Clara County.

Sincerely,

A handwritten signature in blue ink that reads 'Nuria I. Fernandez'.

Nuria I. Fernandez
General Manager and CEO

INTERNAL MEMO TO VTA STAFF

As many of you are aware, the COVID-19 vaccines have begun to arrive and VTA will be following the State of California's COVID-19 Vaccine Plan in prioritizing our essential employees for receiving the vaccine. The Plan includes three initial phases: Phase 1A, Phase 1B, and Phase 1C. Public transit workers have been approved for inclusion in Phase 1B.

Santa Clara County's Public Health Department (SCCPHD) will lead the vaccination effort for all residents of the County and is doing so based on the direction received from the Centers for Disease Control and Prevention (CDC) and the California Department of Public Health (CDPH). A timeline for distribution is not known as it is unclear how quickly the U.S. will be able to move from one phase to another.

Human Resources and Labor Relations met with all four bargaining groups and briefed them on the tiered approach VTA will follow once distribution to Phase 1B recipients has been approved. VTA also worked the unions to prioritize job classifications within each tier. The VTA Vaccine Rollout Plan, as well as a description of each tier, is as follows:

Tier 1 - Frontline employees who interface with the general public on a daily basis and employees over the age of 65:

- Bus and Rail Operators
- Service Workers
- Transportation Supervisor - Field
- Facilities Worker
- Light Rail Signal Maintainer
- Maintenance Worker – LRT
- Bus Stop Maintenance Worker
- Fare Inspector
- Janitor
- Facilities Maintenance Representative
- Service Worker Foreperson
- Lead Bus Stop Maintenance Worker
- Senior Signal Maintainer
- Office & Timekeeping Technician
- General Maintenance Mechanic
- Lead Janitor
- Information Services Representative
- Transit Service Development Specialist (Assigned to bus stops) and TSD Supervisor

Tier 2 - **Maintenance personnel at Yards and Shops** and employees with underlying medical conditions which increase the risk of serious, life-threatening complications from COVID-19:

- Transit Mechanic
- Electro – Mechanic
- Overhaul & Repair Mechanic
- Dispatcher – Bus
- Service Mechanic
- Parts Clerk
- Transit Maintenance Supervisor
- Electronic Technician
- Paint & Body Worker
- Transit Radio Dispatcher
- Transit Foreperson
- Transportation Supervisor – OCC
- Sr Track Worker

*<https://www.cdc.gov/coronavirus/2019-ncov/vaccines/vaccine-benefits.html>

- Substation Maintainer
- Track Worker
- Transit Division Supervisor
- Lead Maintenance Worker – LRT
- Overhead Line Worker
- Foreperson – LRT
- Upholsterer
- Construction Inspector
- Dispatcher – LRT
- Maintenance Superintendent
- Paint & Body Worker – LRT
- Technical Trainer
- Transportation Superintendent
- Vehicle Parts Supervisor
- Assistant Supt, Service Management
- Assistant Supt, Transit Communications
- Facilities Maintenance Coordinator
- Light Rail Technical Trainer
- Quality Assurance & Warranty Specialist
- Light Rail Power Foreperson
- Light Rail Power Supervisor
- Light Rail Signal Supervisor
- Light Rail Track Maintenance Supervisor
- Maintenance Instructor – Bus
- Maintenance Instructor - Light Rail
- Support Mechanic
- Transportation Superintendent, Svc Mgt
- Vault Room Worker
- Automotive Attendant
- Electrician
- Light Rail Equipment Superintendent
- Light Rail Technical Training Supervisor
- Light Rail: Way, Power & Signal Supt
- Light Rail: Way, Power, and Signal Supervisor
- Operations Manager
- Operations Manager, Maintenance of Way
- Ops Mgr, Rail Vehicle Maintenance & Engr
- Overhaul & Repair Foreperson
- Paint & Body Foreperson
- Paint & Body Foreperson – LRT
- Parts Foreperson
- Supervising Maintenance Instructor
- Supervising Maintenance Instructor – LR
- Technical Training Supervisor
- Upholstery Foreperson
- Management Analyst (if assigned to a yard)
- Office Specialist II (if assigned to a yard)
- Office Support Supervisor (if assigned to a yard)

Tier 3 - General administrative personnel:

- General administrative personnel

The CDC, CDPH, and the SCCPHD all strongly agree that the vaccination is the best defense against such a communicable virus as COVID-19. Per the CDC*, the vaccination:

- Has been shown to be highly effective at preventing COVID-19
- Is authorized and approved only if it makes it substantially less likely you'll get COVID-19
- May also help keep you from getting seriously ill even if you do get COVID-19

*<https://www.cdc.gov/coronavirus/2019-ncov/vaccines/vaccine-benefits.html>

- May also protect people around you, particularly people at increased risk for severe illness from COVID-19

To ensure VTA staff receive their vaccine at the first available opportunity, VTA will be providing a list of all employees to the County for verification of employment and vaccine tier priority. Upon receipt of the first vaccination dose, the County will advise employees when they must return for their second dose. ***A vaccination is not complete without two doses.*** Employees are to report the completion of their vaccination doses to VTA.COVID-19.RPT.

VTA has not received information on vaccination locations. This information, along with any other pertinent information will be shared as it becomes available. In the meantime, we will continue to follow the safety protocols put in place to help stop the spread of COVID-19.

For additional general public information, please visit [Santa Clara County COVID19 Vaccine Information](#).

Thank you again for all your support!

From: VTA Board Secretary

Sent: Friday, January 15, 2021 3:00 PM

To: VTA Board of Directors

Subject: VTA Information: January 22, 2021 Board of Directors Workshop Agenda

VTA Board of Directors:

You may now access the VTA Board of Directors Agenda for the **Friday, January 22, 2021** Workshop Meeting on our [agenda portal](#).

Board Members will receive a unique “Panelist” link via email from VTA Board Secretary. The email will provide instructions on how to join the meeting.

Thank you,

Office of the Board Secretary
Santa Clara Valley Transportation Authority
3331 North First Street, Building B
San Jose, CA 95134-1927
Phone [408-321-5680](tel:408-321-5680)



From: VTA Board Secretary
Sent: Friday, January 15, 2021 6:14 PM
To: VTA Board of Directors
Subject: VTA Correspondence: Week ending January 15, 2021

VTA Board of Directors:

We are forwarding to you the following correspondence:

From	Topic
Roland Lebrun, Member of the Public	Comments addressed to Caltrain re: 1) Restoring ridership; and 2) Caltrain Board meeting item 12.a 5-year TASI contract extension

Thank you.

Office of the Board Secretary
Santa Clara Valley Transportation Authority
3331 North First Street, Building B
San Jose, CA 95134-1927
Phone [408-321-5680](tel:408-321-5680)



Conserve paper. Think before you print.

From: Roland Lebrun

Sent: Saturday, January 9, 2021 1:37 PM

To: Caltrain CAC Secretary <cacsecretary@caltrain.com>

Cc: VTA Board Secretary <Board.Secretary@vta.org>; SFCTA Board Secretary <clerk@sfcta.org>; MTC Info <info@bayareametro.gov>; SFCTA CAC <cac@sfcta.org>; Caltrain Board <board@caltrain.com>

Subject: Re: Restoring Caltrain ridership

Dear Chair Shaw and CAC members,

Further to my letter of May 11th 2020 (attached and below), please direct SamTrans staff to add the following presentation to the 1/20 Caltrain CAC meeting agenda:

https://tjpa.org/uploads/2021/01/Item-4_Caltrain-Presentation_CAC_01_12_21.pdf.

Thank you in advance and Happy and Safe New Year to you and yours.

Roland Lebrun

CC

Caltrain Board of Directors

SFCTA Commissioners

VTA Board of Directors

MTC Commissioners

SFCTA CAC

VTA CAC

From: Roland Lebrun

Sent: Monday, May 11, 2020 11:15 AM

To: Caltrain Board <board@caltrain.com>

Cc: VTA Board Secretary <board.secretary@vta.org>; SFCTA Board Secretary <clerk@sfcta.org>; MTC Info <info@bayareametro.gov>; Caltrain CAC Secretary <cacsecretary@caltrain.com>; SFCTA CAC <cac@sfcta.org>

Subject: Restoring Caltrain ridership

Dear Chair Pine and Board members,

Further to SamTrans staff's catastrophic decision to achieve physical distancing through the termination of the popular Baby Bullet service and the ensuing disappearance of 98% of the Caltrain ridership, the purpose of the attached letter is to:

1) Follow up on Director Collins' request for the implementation of rigid physical distancing protocols on trains.

2) **Propose a schedule focused on restoring ridership during the pandemic.**

Thank you in advance for your consideration

Roland Lebrun

cc

SFCTA Commissioners
VTA Board of Directors
MTC Commissioners
Caltrain CAC
SFCTA CAC
VTA CAC

Dear Chair Pine and Board members,

Further to SamTrans staff's catastrophic decision to achieve physical distancing through the termination of the popular Baby Bullet service and the ensuing disappearance of 98% of the Caltrain ridership, the purpose of this letter is to:

- 1) Follow up on Director Collins' request for the implementation of **rigid physical distancing protocols** on trains.
- 2) Propose a schedule focused on restoring ridership during the pandemic.

Background

Caltrain currently operates two kinds of railcars:

"Gallery" cars with a single high entrance door and two single rows of seats on the upper deck.



"Bombardier" cars with dual door entrances at opposite ends and 2+2 seating on both the upper and lower decks.



Physical Distancing

- 6-foot distancing on Gallery car upper decks is physically impossible, making it mandatory to **close off all Gallery car upper decks during the pandemic.**
- 6-foot distancing is achievable on the remaining 2+2 seating by **eliminating every isle seat and every other window seat** for a 75% reduction in capacity (6 out of every 8 seats).
- **Stair access must be restricted to a single direction** (either up or down).
- Face masks must be worn at all times (no exceptions). **Transit Police will carry spares for passengers needing assistance.**
- **Standees will not be allowed on any train except in the Gallery bicycle storage areas** (maximum 8 standees per bicycle car: total 16 standees).
- Conductors will walk the trains between stations to ensure that all protocols are being adhered to and may request Transit Police assistance.

Revised Schedule

- Hourly local (all stops) **Gallery trains** will continue during hours of operations.
- **Hourly Bullet Bombardier trains** will make stops at San Jose, Sunnyvale, Mountain View, Palo Alto, Redwood City, San Mateo, Millbrae and San Francisco **during all hours of operations.**
- Buses will be timed to provide connections with Bullet trains.
- Bullet service frequency will be increased to match demand.
- **Hourly local service will be terminated if it interferes with Bullet traffic.**
- **Two Bombardier trains will be on standby at Redwood Junction during peak to relieve overcrowding as necessary.**

Respectfully submitted for your consideration.

Roland Lebrun

From: Roland Lebrun

Sent: Wednesday, January 13, 2021 1:50 AM

To: Caltrain Board <board@caltrain.com>

Cc: SFCTA Board Secretary <clerk@sfcta.org>; VTA Board Secretary <Board.Secretary@vta.org>; MTC Info <info@bayareametro.gov>; CHSRA Board <boardmembers@hsr.ca.gov>; Caltrain CAC Secretary <cacsecretary@caltrain.com>; Caltrain BAC <bac@caltrain.com>; SFCTA CAC <cac@sfcta.org>; Caltrain Public Records <pra@caltrain.com>

Subject: Re: Caltrain Board meeting item 12.a 5-year TASI contract extension

Dear Chair Davis,

Pursuant to Government Code §6250 et seq, please refer to this slide and provide an annual breakdown of costs by category since the first (2011) contract was awarded:



Scope

- **Procuring Operator for Bundled Scope of Services**
 - Management Services
 - Safety Oversight
 - Train Operations
 - Fleet Maintenance
 - Right of Way Maintenance
 - Signal and Communication Maintenance
 - Station and Facility Maintenance
 - On-call Additional Services and Construction Support

3

https://www.caltrain.com/Assets/_Agendas+and+Minutes/JPB/Board+of+Directors/Presentations/2011/9-1-11+New+Rail+Operator+PowerPoint.pdf

Caltrain Rail Operations, Maintenance and Support Services Procurement Process

Caltrain Rail Operations, Maintenance and Support Services Procurement Process Board of Directors September 1, 2011 2 Background • Current agreement expired June 30, 2011
– Service provided for 10 years under current agreement – Services continue to be provided on a month-to-month basis until June 2012, if needed
www.caltrain.com

Thank you in advance for your prompt attention to this request.

Roland Lebrun

CC

SFCTA Commissioners

VTA Board of Directors

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CHSRA Board of Directors

Caltrain CAC

Caltrain BAC

SFCTA CAC

VTA CAC

From: Roland Lebrun

Sent: Wednesday, January 13, 2021 1:13 AM

To: Caltrain Board <board@caltrain.com>

Cc: SFCTA Board Secretary <clerk@sfcta.org>; VTA Board Secretary <Board.Secretary@vta.org>; MTC Info <info@bayareametro.gov>; CHSRA Board <boardmembers@hsr.ca.gov>; Caltrain CAC Secretary <cacsecretary@caltrain.com>; Caltrain BAC <bac@caltrain.com>; SFCTA CAC <cac@sfcta.org>; Caltrain Public Records <pra@caltrain.com>

Subject: Re: Caltrain Board meeting item 12.a 5-year TASI contract extension

Dear Chair Davis,

Pursuant to Government Code §6250 et seq, please provide a comprehensive list of equipment failures which resulted in the termination of a train before it reached its scheduled destination since the first (2011) TASI contract award.

For each incident, please provide the following information:

- 1) Date of the incident
- 2) Brief description of the failure that caused the train to be terminated
- 3) TASI corrective action
- 4) JPB response

Thank you in advance for your prompt attention to this request.

Roland Lebrun

CC

SFCTA Commissioners

VTA Board of Directors

MTC Commissioners

CHSRA Board of Directors

Caltrain CAC

Caltrain BAC

SFCTA CAC

VTA CAC

From: Roland Lebrun

Sent: Thursday, January 7, 2021 4:36 PM

To: Caltrain Board <board@caltrain.com>

Cc: SFCTA Board Secretary <clerk@sfcta.org>; VTA Board Secretary <Board.Secretary@vta.org>; MTC Info <info@bayareametro.gov>; CHSRA Board <boardmembers@hsr.ca.gov>; Caltrain CAC Secretary <cacsecretary@caltrain.com>; Caltrain BAC <bac@caltrain.com>; SFCTA CAC <cac@sfcta.org>; Caltrain Public Records <pra@caltrain.com>

Subject: Re: Caltrain Board meeting item 12.a 5-year TASI contract extension

Dear Chair Davis,

Pursuant to Government Code §6250 et seq, please provide a comprehensive list of incidents involving TASI employees and passengers since the first (2011) contract award categorized as follows:

- Assault
- Sexual encounter (whether consensual or not)
- Substance abuse (alcohol/drugs)
- Breach of safety protocols

For each incident, please provide the following information:

- 1) Date of the incident
- 2) Brief description
- 3) TASI corrective action
- 4) JPB response

Thank you in advance for your prompt attention to this request.

Roland Lebrun

CC

SFCTA Commissioners

VTA Board of Directors

MTC Commissioners

CHSRA Board of Directors

Caltrain CAC

Caltrain BAC

SFCTA CAC

VTA CAC

From: Roland Lebrun <ccss@msn.com>
Sent: Wednesday, January 6, 2021 5:31 PM
To: Caltrain Board <board@caltrain.com>
Cc: SFCTA Board Secretary <clerk@sfcta.org>; VTA Board Secretary <board.secretary@vta.org>; MTC Info <info@bayareametro.gov>; CHSRA Board <boardmembers@hsr.ca.gov>; Caltrain CAC Secretary <cacsecretary@caltrain.com>; Caltrain BAC <bac@caltrain.com>; SFCTA CAC <cac@sfcta.org>
Subject: Re: Caltrain Board meeting item 12.a 5-year TASI contract extension
Dear Chair Pine,

Please accept my apologies for attaching the wrong document to my earlier email. The attached document is the Stadler price proposal for maintaining the EMUs and the remaining diesel trainsets.

Sincerely,

Roland Lebrun

From: Roland Lebrun
Sent: Wednesday, January 6, 2021 5:11 AM
To: Caltrain Board <board@caltrain.com>
Cc: SFCTA Board Secretary <clerk@sfcta.org>; VTA Board Secretary <board.secretary@vta.org>; MTC Info <info@bayareametro.gov>; CHSRA Board <boardmembers@hsr.ca.gov>; Caltrain CAC Secretary <cacsecretary@caltrain.com>; Caltrain BAC <bac@caltrain.com>; SFCTA CAC <cac@sfcta.org>
Subject: Caltrain Board meeting item 12.a 5-year TASI contract extension
Dear Chair Pine and Board members,

Further to Ms. Bouchard's March 2017 letter to TASI (attached) which ignored the September 1 2011 Board resolution to award a 5-year contract followed by five one-year extensions, please modify the current staff recommendation for a third 5-year contract extension to five one-year extensions for the following reasons:

- 1) It is unclear why SamTrans are proposing a \$1/2B+ 5-year (100% of Measure RR!) **single-source bundled evergreen contract** extension to 2027 given that the JPB is currently engaging Howard Permutt on recommendations for a new governance structure.
- 2) **The execution of this contract extension should be the responsibility of the new administration, not SamTrans.**
- 3) **The next administration's top priority should be to unbundle this evergreen contract,** starting with establishing specific cost ranges for the following categories:

- Administration/Safety

Why should Caltrain have to pay for Administration twice (SamTrans and TASI)?

What are the opportunities for streamlining/consolidation including bringing this function in-house under the new administration?

- Operations

Why is SamTrans proposing to bundle rail and train operations?

While there is sufficient overlap between rail operations and Maintenance of Way to justify awarding a bundled rail O&M contract to TASI or some other entity, it is unclear why train operations should be bundled with the same contract when ACE, Capitol Corridor and Metrolink operate primarily as UPRR and/or BNSF tenants (they do not own the rails they operate on).

Of more serious concern, **train operations should be a net source of revenue** (trackage rights, rolling stock availability payments/leasing to a Train Operating Company (TOC), etc.) **not an operating expense.**

As an example, the JPB was approached by a private company in 2015 but **this unsolicited proposal was never referred to the Board for consideration:**

. Verbal presentation to the LPMG: "***Finance and operate trains at a significantly lower cost***": <https://www.youtube.com/watch?t=5463&v=3TNFWZrzUw4>

. Promotional video: <https://youtu.be/BTYUBsu6KQg>

. CNBC interview: "***We can bring new trains in two years (2018) to run on freight infrastructure or public railroads***" <https://www.cnbc.com/video/2015/06/03/czech-company-to-bring-euro-style-trains-to-us.html>

. Testimonials (**Stanford and others**): <https://leoexpress-california.herokuapp.com/#testimonials>.

Last but not least, **private operators are always incentivized to increase revenues (profits) through increased ridership, not increased fares** and could provide valuable input on schedules and train configurations (Leo Express' fleet includes five Stadler FLIRT EMUs financed with private capital). **A private operator would also never settle for a less than a 100% ticket checking target** vs the SamTrans/TASI 50% proposal.

- Maintenance of Equipment

Once again, why is rolling stock maintenance bundled into a single contract when the optimal solution is to entrust maintenance to the manufacturer (**superior service AT A LOWER COST**)? Specifically, **why did SamTrans staff ignore the Stadler proposal included with their response to the EMU RFP** (attached)?

Please refer the above proposals to Howard Permutt for further analysis and eventual recommendation to the Board on how to proceed with this contract.

Thank You.

Roland Lebrun.

CC

SFCTA Commissioners

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From: Roland Lebrun

Sent: Wednesday, January 6, 2021 5:31 PM

To: Caltrain Board <board@caltrain.com>

Cc: SFCTA Board Secretary <clerk@sfcta.org>; VTA Board Secretary <Board.Secretary@vta.org>; MTC Info <info@bayareametro.gov>; CHSRA Board <boardmembers@hsr.ca.gov>; Caltrain CAC Secretary <cacsecretary@caltrain.com>; Caltrain BAC <bac@caltrain.com>; SFCTA CAC <cac@sfcta.org>

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. Promotional video: <https://youtu.be/BTYUBsu6KQg>

. CNBC interview: "***We can bring new trains in two years (2018) to run on freight infrastructure or public railroads***" <https://www.cnbc.com/video/2015/06/03/czech-company-to-bring-euro-style-trains-to-us.html>

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<https://leoexpress-california.herokuapp.com/#testimonials>.

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Roland Lebrun.

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BOARD OF DIRECTORS 2017

JOSÉ CISNEROS, CHAIR
JEFF GEE, VICE CHAIR
JEANNIE BRUINS
DEVORA "DEV" DAVIS
ROSE GUILBAULT
DAVE PINE
JOÉL RAMOS
KEN YEAGER

JIM HARTNETT
EXECUTIVE DIRECTOR

March 16, 2017

C. Scott Perry, President
TransitAmerica Services, Inc.
600 S. Riverside Road
St. Joseph, MO 64507

**Subject: Side Letter to Amendment No. 4 to Rail Operations Agreement
between TASI and JPB**

Dear Scott:

The Peninsula Corridor Joint Powers Board ("JPB") is pleased to have reached agreement with TransitAmerica Services, Inc. ("TASI") on the amendment by which the JPB has exercised the five one year option terms to extend the Agreement for the Provision of Rail Operations, Maintenance, and Support Services for Caltrain. The next five years will present new opportunities to change, expand and enhance the Peninsula Commute Services provided under the Agreement. In conjunction with the JPB and TASI executing the Amendment to extend the Agreement, this letter describes these opportunities and expresses the commitment of the parties to address them during the 5-year extension period under the Agreement.

1. TASI will provide construction support services for the Peninsula Corridor Electrification Project under terms that provide for the hiring of adequate support staff for the duration of this project in a manner that minimizes 13c exposure.
2. TASI will take on the responsibility of office traction power system supervision also known as power direction, which positions will be located in the Caltrain control center.
3. JPB will work with TASI over the coming year to determine TASI's competence and capability to safely and efficiently perform the maintenance of the traction power system with the intention of offering TASI this work if satisfactory demonstration is made in this regard.
4. TASI will assume the maintenance of elements of the PTC system as agreed to by JPB and TASI. It is anticipated this work will include basic inspection, maintenance and troubleshooting, among other things.
5. It is anticipated that opportunities for maintenance of way work as well as construction support services will arise in the next 5 years related to the California High Speed Rail Authority Blended System Project.

In addition to the items listed above, the JPB will explore opportunities for Herzog Technologies (a) to assist the JPB with its Lick to Gilroy Positive Train Control ("PTC") project and (2) to provide secondary support services related to back office, configuration management or

MAINTENANCE OPTION PRICE FORMS

Price Evaluation Form (PEF)		
Line #	Item	Amount
1	Base Bid (from Base Bid TOTAL in sheet "Base Bid")	\$ -
2	Option Cars (from Option Cars TOTAL in sheet "Option Cars")	\$ -
3	Option MSA1 including Year 0 (from Option MSA1 in sheet "Maintenance Option Summary")	\$ 121'293'577
4	Option MSA2 (from Option MSA2 in sheet "Maintenance Option Summary")	\$ 90'487'737
5	Option MSA3 from Option MSA3 in sheet "Maintenance Option Summary")	\$ 84'478'104
6	PEF Evaluated TOTAL	\$ 296'259'417

1/3/2016




Maintenance Option Summary				
Item	Qty	Description	Unit	Amount \$
1	1	Option MSA1 (Year 0 - Year 5)	Lump Sum	\$ 121'293'577
2	1	Option MSA2 (Year 6 - Year 10)	Lump Sum	\$ 90'487'737
3	1	Option MSA3 (Year 11 - Year 15)	Lump Sum	\$ 84'478'104
4			TOTAL	\$ 296'259'417



MAINTENANCE SERVICES COST PROPOSAL REFERENCE

GENERAL REQUIREMENTS

1	All cost data shall be quoted in U.S. Dollars and stated for year of expenditure assuming mobilization occurs in the third and fourth quarter of Fiscal Year 2018 with Year One starting in Fiscal Year 2019. Use Assumptions worksheet to provide references to appropriate indices and factors. Labor rates for Work Directives shall be stated for Year One activities and will be escalated in accordance with the Agreement.
2	Unless otherwise specified, maintenance pricing for EMUs shall be based on configuration and specifications of the EMU Procurement's Base Bid.
3	Where requested, G&A should be stated both as a percent of overall costs and as a dollar figure.
4	The Proposers will be solely responsible for the correctness and validity of all equations and links. Proposers must ensure that all numbers reflect the Proposer's price.
5	During the mobilization period the Contractor will be reimbursed its actual Direct Costs incurred in connection with the activities required for the Basic Service Plan. The Proposer is responsible for determining what mobilization costs, if any, will be billed to JPB for mobilizing, training and familiarizing employees with JPB to ensure a seamless transition and continuation of services. Mobilization will be included in the overall proposal price for cost evaluation purposes. Proposer shall also state a reasonable Fixed Fee payable upon successful completion of the Mobilization period. The Fixed Fee will be negotiated by the Parties prior to execution of the Agreement.
6	The Proposer shall detail direct costs based on the various cost categories included in the Basic Service Plan for each year of the Agreement and for each option provided. Proposers shall provide a unit price for each of the cost categories provided. All materials, including consumables, spare parts, and other items required for the maintenance of the building, rolling stock, or shop equipment, will be purchased by the Contractor but reimbursed at cost by the JPB. Do not include any costs for such items in the Price Forms.
7	Additional Charges under the Basic Service Plan shall include General and Administrative Overhead Costs and a Performance Bond. General and Administrative Overhead Costs shall be stated both as a dollar amount and as a percentage of a total direct cost (i.e. wages and fringes, plus materials , purchased services, and other). The percentage for G&A Overhead shall be stated as a constant for the entire duration of the Agreement.
8	The Basic Service Plan costs shall be inclusive of all elements of the Contractor's Maintenance Service Plan including, but not limited to, Life Cycle Maintenance and State of Good Repair requirements as detailed in the Maintenance Scope of Services.
9	Work Directives will be negotiated as Additional Services as needed and, where possible, incorporated into the Maximum Annual Payment each year during the Annual Budget Process. The Contractor will be paid actual and verified direct costs including labor and materials , General and Administrative Overhead Costs, and a negotiated Fixed Fee.
10	The Additional Services are included for purposes of evaluation and are not commitments of additional work. Any additional services will be issued through Work Directives as defined in the Scope of Work. The Proposer shall price the incremental impacts of providing the additional services including all Direct Costs, General and Administrative Overhead Costs, and a proposed Fixed Fee.
12	For Additional Services, General and Administrative costs and Fixed Fee shall be stated both as a dollar amount and as a percentage of total costs (i.e. wages and fringes, plus materials , purchased services, equipment, and other). The percentage for G&A Overhead costs shall be stated as constant for the entire duration of the Agreement. The Fixed Fee percentage shall be stated as a maximum; however, the Fixed Fee percentage shall be negotiated for each Work Directive up to the maximum percentage.
13	Not used
14	Proposers are reminded that labor rates provided must include prevailing wage rates as applicable. The Proposer shall use the Work Directives Form to define all labor categories for additional work anticipated under this Agreement. The Proposer shall insert additional row(s) as needed.
15	Proposer shall use each Maintenance Assumptions worksheet to catalog supporting documentation which details individual components, fees, and services that provide further breakdown of the line items priced on the cost forms.
16	The Proposer shall attach all necessary supplemental information to allow JPB to conduct an appropriate review and analysis of the proposal. Any attachments shall supplement the price forms and shall fully disclose the Proposer's estimating process. This shall include appropriate breakdowns of the direct costs included in price forms such as any judgmental factors used to prepare the proposal, any contingencies used by the Proposer in its proposed price, any material handling additives, the Contractor's assumed inflationary factors, and the calculations for General & Administrative Overhead Costs.

DEFINITIONS

Direct Costs	See Attachment A to Volume 8.3
General and Administrative Overhead Costs	See Attachment A to Volume 8.3
Performance Fee	While not part of the cost evaluation process, the Proposer's profit from the Basic Service Plan will be paid through the Performance Fee. Once negotiated and accepted by JPB, the Performance Fee will determine the maximum amount to be paid to the Contractor provided the Contractor receives a 100% performance score. The Performance Fee is earned quarterly based on the successful implementation of the terms of the Contract and performance based on measurable criteria of importance to the JPB. The percent of quarterly Performance Fee payment is directly correlated to Contractor performance.

Maintenance Services Annual Cost Summary				
		MSA1	MSA2	MSA3
Line	Mobilization, Transition, and Start-Up Costs			
1	Subtotal Mobilization	\$ 2'758'812.76		
Basic Service Plan				
2	Year One	\$ 22'935'938.50	\$ 21'998'054.06	\$ 15'988'420.70
3	Year Two	\$ 22'935'938.50	\$ 15'988'420.70	\$ 15'988'420.70
4	Year Three	\$ 24'130'778.90	\$ 15'988'420.70	\$ 15'988'420.70
5	Year Four	\$ 21'998'054.06	\$ 15'988'420.70	\$ 15'988'420.70
6	Year Five	\$ 21'998'054.06	\$ 15'988'420.70	\$ 15'988'420.70
	Subtotal Basic Service Plan	\$ 113'998'764.00	\$ 85'951'736.87	\$ 79'942'103.52
Additional Services				
7	Year One	\$ 907'200.00	\$ 907'200.00	\$ 907'200.00
8	Year Two	\$ 907'200.00	\$ 907'200.00	\$ 907'200.00
9	Year Three	\$ 907'200.00	\$ 907'200.00	\$ 907'200.00
10	Year Four	\$ 907'200.00	\$ 907'200.00	\$ 907'200.00
11	Year Five	\$ 907'200.00	\$ 907'200.00	\$ 907'200.00
	Subtotal Additional Services	\$ 4'536'000.00	\$ 4'536'000.00	\$ 4'536'000.00
TOTAL (Enter Total into Maintenance Option Summary: Lines 1, 2 & 3)		\$ 121'293'576.77	\$ 90'487'736.87	\$ 84'478'103.52

MSA1 Mobilization Costs				
	Quantity	Fully Loaded Salary (Hourly Rate, \$)	Hours	Total
Salaries/Wages				
Management	1	\$ 93.31	9896	\$ 923'395.76
Non-Management	1	\$ 70.00	1000	\$ 70'000.00
1A. Salaries/Wages Subtotal				\$ 993'395.76
Other Direct Costs				
Per Diem	1014	\$ 295.99	1	\$ 300'133.86
Travel and Transportation	79	\$ 1'316.46	1	\$ 104'000.34
Office Furniture/Equipment/Supplies	1	\$ 114'100.00	1	\$ 114'100.00
Utilities/Permits	12	\$ 1'000.00	1	\$ 12'000.00
Small Tools/Shop Supplies	1	\$ 129'000.00	1	\$ 129'000.00
Employee Uniforms	100	\$ 150.00	1	\$ 15'000.00
Employee Medical Exams	100	\$ 150.00	1	\$ 15'000.00
Employee Relocation	5	\$ 40'000.00	1	\$ 200'000.00
Employee Training/Certification	100	\$ 49.24	27	\$ 132'948.00
Facility Expenses and Rentals	6	\$ 3'800.00	1	\$ 22'800.00
Information System Development	1	\$ 70.00	1500	\$ 105'000.00
Other	6	\$ 4'250.00	1	\$ 25'500.00
1B. Other Direct Costs Subtotal				\$ 1'175'482.20
1	Total Direct Costs (1A + 1B)			\$ 2'168'877.96
2	General and Administrative Overhead (Total Direct Costs x ___%)		20%	\$ 433'775.59
3	Mobilization Fee			\$ 156'159.21
Grand Total Mobilization Costs (1+2+3) (Enter in Line 1 on sheet "MSA Annual Cost Summary")				\$ 2'758'812.76

Additional Services MSA1												
	No. of Units	Units	Year One		Year Two		Year Three		Year Four		Year Five	
			Cost Per Unit	Subtotal								
Additional Potential Services - Incremental Direct Costs												
Incremental Maintenance/Repair Costs - Special Trains, Expanded Services	1000	Train Hour	\$ 500.00	\$ 500'000.00	\$ 500.00	\$ 500'000.00	\$ 500.00	\$ 500'000.00	\$ 500.00	\$ 500'000.00	\$ 500.00	\$ 500'000.00
Non-revenue equipment	250	Man Hour	\$ 80.00	\$ 20'000.00	\$ 80.00	\$ 20'000.00	\$ 80.00	\$ 20'000.00	\$ 80.00	\$ 20'000.00	\$ 80.00	\$ 20'000.00
Incremental Costs to Support and Store Out of Service Fleet	8	Locomotive	\$ 25'000.00	\$ 200'000.00	\$ 25'000.00	\$ 200'000.00	\$ 25'000.00	\$ 200'000.00	\$ 25'000.00	\$ 200'000.00	\$ 25'000.00	\$ 200'000.00
Additional Potential Services Incremental Subtotal				\$ 720'000.00		\$ 720'000.00		\$ 720'000.00		\$ 720'000.00		\$ 720'000.00
Additional Charges												
General & Administrative Overhead		20%		\$ 144'000.00		\$ 144'000.00		\$ 144'000.00		\$ 144'000.00		\$ 144'000.00
Maximum Fixed Fee		6%		\$ 43'200.00		\$ 43'200.00		\$ 43'200.00		\$ 43'200.00		\$ 43'200.00
Material-Mark-Up	\$ 100'000.00	0%										
Additional Charges Subtotal				\$ 187'200.00		\$ 187'200.00		\$ 187'200.00		\$ 187'200.00		\$ 187'200.00
ANNUAL TOTAL (Enter in MSA Annual Cost Summary: Lines 7,8,9,10, or 11)				\$ 907'200.00		\$ 907'200.00		\$ 907'200.00		\$ 907'200.00		\$ 907'200.00
Additional Services MSA2												
	No. of Units	Units	Year Six		Year Seven		Year Eight		Year Nine		Year Ten	
			Cost Per Unit	Subtotal								
Additional Potential Services - Incremental Direct Costs												
Incremental Maintenance/Repair Costs - Special Trains, Expanded Services	1000	Train Hour	\$ 500.00	\$ 500'000.00	\$ 500.00	\$ 500'000.00	\$ 500.00	\$ 500'000.00	\$ 500.00	\$ 500'000.00	\$ 500.00	\$ 500'000.00
Non-revenue equipment	250	Man Hour	\$ 80.00	\$ 20'000.00	\$ 80.00	\$ 20'000.00	\$ 80.00	\$ 20'000.00	\$ 80.00	\$ 20'000.00	\$ 80.00	\$ 20'000.00
Incremental Costs to Support and Store Out of Service Fleet	8	Locomotive	\$ 25'000.00	\$ 200'000.00	\$ 25'000.00	\$ 200'000.00	\$ 25'000.00	\$ 200'000.00	\$ 25'000.00	\$ 200'000.00	\$ 25'000.00	\$ 200'000.00
Additional Potential Services Incremental Subtotal				\$ 720'000.00		\$ 720'000.00		\$ 720'000.00		\$ 720'000.00		\$ 720'000.00
Additional Charges												
General & Administrative Overhead		20%		\$ 144'000.00		\$ 144'000.00		\$ 144'000.00		\$ 144'000.00		\$ 144'000.00
Maximum Fixed Fee		6%		\$ 43'200.00		\$ 43'200.00		\$ 43'200.00		\$ 43'200.00		\$ 43'200.00
Material-Mark-Up	\$ 100'000.00	0%										
Additional Charges Subtotal				\$ 187'200.00		\$ 187'200.00		\$ 187'200.00		\$ 187'200.00		\$ 187'200.00
ANNUAL TOTAL (Enter in MSA Annual Cost Summary: Lines 7,8,9,10, or 11)				\$ 907'200.00		\$ 907'200.00		\$ 907'200.00		\$ 907'200.00		\$ 907'200.00
Additional Services MSA3												
	No. of Units	Units	Year Eleven		Year Twelve		Year Thirteen		Year Fourteen		Year Fifteen	
			Cost Per Unit	Subtotal								
Additional Potential Services - Incremental Direct Costs												
Incremental Maintenance/Repair Costs - Special Trains, Expanded Services	1000	Train Hour	\$ 500.00	\$ 500'000.00	\$ 500.00	\$ 500'000.00	\$ 500.00	\$ 500'000.00	\$ 500.00	\$ 500'000.00	\$ 500.00	\$ 500'000.00
Non-revenue equipment	250	Man Hour	\$ 80.00	\$ 20'000.00	\$ 80.00	\$ 20'000.00	\$ 80.00	\$ 20'000.00	\$ 80.00	\$ 20'000.00	\$ 80.00	\$ 20'000.00
Incremental Costs to Support and Store Out of Service Fleet	8	Locomotive	\$ 25'000.00	\$ 200'000.00	\$ 25'000.00	\$ 200'000.00	\$ 25'000.00	\$ 200'000.00	\$ 25'000.00	\$ 200'000.00	\$ 25'000.00	\$ 200'000.00
Additional Potential Services Incremental Subtotal				\$ 720'000.00		\$ 720'000.00		\$ 720'000.00		\$ 720'000.00		\$ 720'000.00
Additional Charges												
General & Administrative Overhead		20%		\$ 144'000.00		\$ 144'000.00		\$ 144'000.00		\$ 144'000.00		\$ 144'000.00
Maximum Fixed Fee		6%		\$ 43'200.00		\$ 43'200.00		\$ 43'200.00		\$ 43'200.00		\$ 43'200.00
Material-Mark-Up	\$ 100'000.00	0%										
Additional Charges Subtotal				\$ 187'200.00		\$ 187'200.00		\$ 187'200.00		\$ 187'200.00		\$ 187'200.00
ANNUAL TOTAL (Enter in MSA Annual Cost Summary: Lines 7,8,9,10, or 11)				\$ 907'200.00		\$ 907'200.00		\$ 907'200.00		\$ 907'200.00		\$ 907'200.00

RATES FOR WORK DIRECTIVES						
LABOR CATEGORIES (ADDITIONAL CATEGORIES TO BE DEFINED BY PROPOSER)	HOURLY RATE	STRAIGHT TIME SALARY	OVERTIME PERCENT	FRINGE BENEFITS	PAYROLL TAXES	FELA
Mechanical Engineer	\$ 97.77	39.34	150.0%	\$ 10.56	\$ 7.87	\$ 5.22
Maintenance Supervisor	\$ 90.11	35.52	150.0%	\$ 10.56	\$ 7.10	\$ 5.22
Lead Mechanical Technician	\$ 84.65	32.79	150.0%	\$ 10.56	\$ 6.56	\$ 5.22
Maintenance Technician	\$ 75.89	28.42	150.0%	\$ 10.56	\$ 5.68	\$ 5.22
Maintenance Apprentice	\$ 53.99	17.49	150.0%	\$ 10.56	\$ 3.50	\$ 5.22
Electrical Engineer	\$ 97.77	39.34	150.0%	\$ 10.56	\$ 7.87	\$ 5.22
Lead Electrical Technician	\$ 87.93	34.43	150.0%	\$ 10.56	\$ 6.89	\$ 5.22
Electrical Technician	\$ 78.07	29.51	150.0%	\$ 10.56	\$ 5.90	\$ 5.22
Electrical Apprentice	\$ 57.27	19.13	150.0%	\$ 10.56	\$ 3.83	\$ 5.22
Material Manager	\$ 73.68	27.32	150.0%	\$ 10.56	\$ 5.46	\$ 5.22
Material Management Assistant	\$ 64.93	22.95	150.0%	\$ 10.56	\$ 4.59	\$ 5.22
Facility Manager	\$ 114.20	47.54	150.0%	\$ 10.56	\$ 9.51	\$ 5.22
Support and Servicing Attendant	\$ 60.56	20.77	150.0%	\$ 10.56	\$ 4.15	\$ 5.22
Clerical Support/Data Entry	\$ 64.93	22.95	150.0%	\$ 10.56	\$ 4.59	\$ 5.22
Managerial Support	\$ 64.93	22.95	150.0%	\$ 10.56	\$ 4.59	\$ 5.22
Carman	\$ 84.22	32.39	150.0%	\$ 10.56	\$ 6.79	\$ 5.22
Clerk	\$ 86.26	33.40	150.0%	\$ 10.56	\$ 7.00	\$ 5.22
Coach Cleaner	\$ 70.56	25.61	150.0%	\$ 10.56	\$ 5.37	\$ 5.22
Electrician	\$ 84.22	32.39	150.0%	\$ 10.56	\$ 6.79	\$ 5.22
Foreman-Mechanical	\$ 96.79	38.63	150.0%	\$ 10.56	\$ 8.09	\$ 5.22
Laborer	\$ 73.54	27.09	150.0%	\$ 10.56	\$ 5.68	\$ 5.22
Universal Technician	\$ 97.73	39.09	150.0%	\$ 10.56	\$ 8.20	\$ 5.22
Machinist	\$ 84.22	32.39	150.0%	\$ 10.56	\$ 6.79	\$ 5.22
Sheet Metal Mechanic	\$ 84.22	32.39	150.0%	\$ 10.56	\$ 6.79	\$ 5.22

Basic Service Plan MSA1																
DIRECT COSTS	Units	Year One			Year Two			Year Three			Year Four			Year Five		
		No. of Units	Cost Per Unit	Subtotal	No. of Units	Cost Per Unit	Subtotal	No. of Units	Cost Per Unit	Subtotal	No. of Units	Cost Per Unit	Subtotal	No. of Units	Cost Per Unit	Subtotal
Management and Administration	Months	12	\$ 182,483.07	\$ 2,189,796.84	12	\$ 182,483.07	\$ 2,189,796.84	12	\$ 182,483.07	\$ 2,189,796.84	12	\$ 182,483.07	\$ 2,189,796.84	12	\$ 182,483.07	\$ 2,189,796.84
Materials Management	Months	12	\$ 75,079.33	\$ 900,951.96	12	\$ 75,079.33	\$ 900,951.96	12	\$ 75,079.33	\$ 900,951.96	12	\$ 75,079.33	\$ 900,951.96	12	\$ 75,079.33	\$ 900,951.96
Facility Management and Maintenance	Months	12	\$ 93,184.00	\$ 1,118,208.00	12	\$ 93,184.00	\$ 1,118,208.00	12	\$ 93,184.00	\$ 1,118,208.00	12	\$ 93,184.00	\$ 1,118,208.00	12	\$ 93,184.00	\$ 1,118,208.00
Maintenance and Repair - Locomotives	Locomotives	29	\$ 84,440.07	\$ 2,448,762.03	29	\$ 84,440.07	\$ 2,448,762.03	29	\$ 84,440.07	\$ 2,448,762.03	11	\$ 102,154.34	\$ 1,123,697.74	11	\$ 102,154.34	\$ 1,123,697.74
Maintenance and Repair - EMU cars	EMU cars	0	\$ -	\$ -	0	\$ -	\$ -	18	\$ 51,199.40	\$ 921,589.20	96	\$ 51,199.40	\$ 4,915,142.40	96	\$ 51,199.40	\$ 4,915,142.40
Maintenance and Repair - Push-Pull Coach	Coach	98	\$ 87,944.72	\$ 8,618,582.56	98	\$ 87,944.72	\$ 8,618,582.56	98	\$ 87,944.72	\$ 8,618,582.56	52	\$ 100,502.00	\$ 5,226,104.00	52	\$ 100,502.00	\$ 5,226,104.00
Maintenance and Repair - Push-Pull Cab Car	Cab	38	\$ 67,065.47	\$ 2,548,508.02	38	\$ 67,065.47	\$ 2,548,508.02	38	\$ 67,065.47	\$ 2,548,508.02	15	\$ 98,596.29	\$ 1,478,944.35	15	\$ 98,596.29	\$ 1,478,944.35
ANNUAL DIRECT COSTS SUBTOTAL				\$ 17,690,658.31		\$ 17,690,658.31		\$ 18,612,247.51		\$ 18,612,247.51		\$ 18,612,247.51		\$ 18,612,247.51		
ADDITIONAL CHARGES																
General & Administrative Overhead			29%	\$ 5,130,290.91		29%	\$ 5,130,290.91		29%	\$ 5,397,551.78		29%	\$ 4,920,505.73		29%	\$ 4,920,505.73
Performance Bond				\$ 114,989.28		\$ 114,989.28		\$ 120,979.51		\$ 110,287.20		\$ 110,287.20		\$ 110,287.20		\$ 110,287.20
ANNUAL ADDITIONAL CHARGES SUBTOTAL				\$ 5,245,280.19		\$ 5,245,280.19		\$ 5,518,531.39		\$ 5,030,792.93		\$ 5,030,792.93		\$ 5,030,792.93		
ANNUAL TOTAL (Enter in MSA Annual Cost Summary: Lines 2, 3, 4, 5 or 6)				\$ 22,935,938.50		\$ 22,935,938.50		\$ 24,130,778.90		\$ 23,643,040.44		\$ 23,643,040.44		\$ 23,643,040.44		

Basic Service Plan MSA2																
DIRECT COSTS	Units	Year Six			Year Seven			Year Eight			Year Nine			Year Ten		
		No. of Units	Cost Per Unit	Subtotal	No. of Units	Cost Per Unit	Subtotal	No. of Units	Cost Per Unit	Subtotal	No. of Units	Cost Per Unit	Subtotal	No. of Units	Cost Per Unit	Subtotal
Management and Administration	Months	12	\$ 182,483.07	\$ 2,189,796.84	12	\$ 182,483.07	\$ 2,189,796.84	12	\$ 182,483.07	\$ 2,189,796.84	12	\$ 182,483.07	\$ 2,189,796.84	12	\$ 182,483.07	\$ 2,189,796.84
Materials Management	Months	12	\$ 75,079.33	\$ 900,951.96	12	\$ 75,079.33	\$ 900,951.96	12	\$ 75,079.33	\$ 900,951.96	12	\$ 75,079.33	\$ 900,951.96	12	\$ 75,079.33	\$ 900,951.96
Facility Management and Maintenance	Months	12	\$ 93,184.00	\$ 1,118,208.00	12	\$ 93,184.00	\$ 1,118,208.00	12	\$ 93,184.00	\$ 1,118,208.00	12	\$ 93,184.00	\$ 1,118,208.00	12	\$ 93,184.00	\$ 1,118,208.00
Maintenance and Repair - Locomotives	Locomotives	11	\$ 102,154.34	\$ 1,123,697.74	6	\$ 87,084.25	\$ 522,505.50	6	\$ 87,084.25	\$ 522,505.50	6	\$ 87,084.25	\$ 522,505.50	6	\$ 87,084.25	\$ 522,505.50
Maintenance and Repair - EMU cars	EMU cars	96	\$ 51,199.40	\$ 4,915,142.40	96	\$ 48,645.39	\$ 4,669,957.44	96	\$ 48,645.39	\$ 4,669,957.44	96	\$ 48,645.39	\$ 4,669,957.44	96	\$ 48,645.39	\$ 4,669,957.44
Maintenance and Repair - Push-Pull Coach	Coach	52	\$ 100,502.00	\$ 5,226,104.00	30	\$ 97,975.38	\$ 2,939,261.40	30	\$ 97,975.38	\$ 2,939,261.40	30	\$ 97,975.38	\$ 2,939,261.40	30	\$ 97,975.38	\$ 2,939,261.40
Maintenance and Repair - Push-Pull Cab Car	Cab	15	\$ 98,596.29	\$ 1,478,944.35	6	\$ 109,540.66	\$ 657,243.96	6	\$ 109,540.66	\$ 657,243.96	6	\$ 109,540.66	\$ 657,243.96	6	\$ 109,540.66	\$ 657,243.96
ANNUAL DIRECT COSTS SUBTOTAL				\$ 16,967,261.13		\$ 12,331,986.66		\$ 12,331,986.66		\$ 12,331,986.66		\$ 12,331,986.66		\$ 12,331,986.66		
ADDITIONAL CHARGES																
General & Administrative Overhead			29%	\$ 4,920,505.73		29%	\$ 3,576,276.13		29%	\$ 3,576,276.13		29%	\$ 3,576,276.13		29%	\$ 3,576,276.13
Performance Bond				\$ 110,287.20		\$ 80,157.91		\$ 80,157.91		\$ 80,157.91		\$ 80,157.91		\$ 80,157.91		\$ 80,157.91
ANNUAL ADDITIONAL CHARGES SUBTOTAL				\$ 5,030,792.93		\$ 3,656,434.04		\$ 3,656,434.04		\$ 3,656,434.04		\$ 3,656,434.04		\$ 3,656,434.04		
ANNUAL TOTAL (Enter in MSA Annual Cost Summary: Lines 2, 3, 4, 5 or 6)				\$ 21,998,054.06		\$ 15,988,420.70		\$ 15,988,420.70		\$ 15,988,420.70		\$ 15,988,420.70		\$ 15,988,420.70		

Basic Service Plan MSA3																
DIRECT COSTS	Units	Year Eleven			Year Twelve			Year Thirteen			Year Fourteen			Year Fifteen		
		No. of Units	Cost Per Unit	Subtotal	No. of Units	Cost Per Unit	Subtotal	No. of Units	Cost Per Unit	Subtotal	No. of Units	Cost Per Unit	Subtotal	No. of Units	Cost Per Unit	Subtotal
Management and Administration	Months	12	\$ 182,483.07	\$ 2,189,796.84	12	\$ 182,483.07	\$ 2,189,796.84	12	\$ 182,483.07	\$ 2,189,796.84	12	\$ 182,483.07	\$ 2,189,796.84	12	\$ 182,483.07	\$ 2,189,796.84
Materials Management	Months	12	\$ 75,079.33	\$ 900,951.96	12	\$ 75,079.33	\$ 900,951.96	12	\$ 75,079.33	\$ 900,951.96	12	\$ 75,079.33	\$ 900,951.96	12	\$ 75,079.33	\$ 900,951.96
Facility Management and Maintenance	Months	12	\$ 93,184.00	\$ 1,118,208.00	12	\$ 93,184.00	\$ 1,118,208.00	12	\$ 93,184.00	\$ 1,118,208.00	12	\$ 93,184.00	\$ 1,118,208.00	12	\$ 93,184.00	\$ 1,118,208.00
Maintenance and Repair - Locomotives	Locomotives	6	\$ 87,084.25	\$ 522,505.50	6	\$ 87,084.25	\$ 522,505.50	6	\$ 87,084.25	\$ 522,505.50	6	\$ 87,084.25	\$ 522,505.50	6	\$ 87,084.25	\$ 522,505.50
Maintenance and Repair - EMU cars	EMU cars	96	\$ 48,645.39	\$ 4,669,957.44	96	\$ 48,645.39	\$ 4,669,957.44	96	\$ 48,645.39	\$ 4,669,957.44	96	\$ 48,645.39	\$ 4,669,957.44	96	\$ 48,645.39	\$ 4,669,957.44
Maintenance and Repair - Push-Pull Coach	Coach	30	\$ 97,975.38	\$ 2,939,261.40	30	\$ 97,975.38	\$ 2,939,261.40	30	\$ 97,975.38	\$ 2,939,261.40	30	\$ 97,975.38	\$ 2,939,261.40	30	\$ 97,975.38	\$ 2,939,261.40
Maintenance and Repair - Push-Pull Cab Car	Cab	6	\$ 109,540.66	\$ 657,243.96	6	\$ 109,540.66	\$ 657,243.96	6	\$ 109,540.66	\$ 657,243.96	6	\$ 109,540.66	\$ 657,243.96	6	\$ 109,540.66	\$ 657,243.96
ANNUAL DIRECT COSTS SUBTOTAL				\$ 12,331,986.66		\$ 12,331,986.66		\$ 12,331,986.66		\$ 12,331,986.66		\$ 12,331,986.66		\$ 12,331,986.66		
ADDITIONAL CHARGES																
General & Administrative Overhead			29%	\$ 3,576,276.13		29%	\$ 3,576,276.13		29%	\$ 3,576,276.13		29%	\$ 3,576,276.13		29%	\$ 3,576,276.13
Performance Bond				\$ 80,157.91		\$ 80,157.91		\$ 80,157.91		\$ 80,157.91		\$ 80,157.91		\$ 80,157.91		\$ 80,157.91
ANNUAL ADDITIONAL CHARGES SUBTOTAL				\$ 3,656,434.04		\$ 3,656,434.04		\$ 3,656,434.04		\$ 3,656,434.04		\$ 3,656,434.04		\$ 3,656,434.04		
ANNUAL TOTAL (Enter in MSA Annual Cost Summary: Lines 2, 3, 4, 5 or 6)				\$ 15,988,420.70		\$ 15,988,420.70		\$ 15,988,420.70		\$ 15,988,420.70		\$ 15,988,420.70		\$ 15,988,420.70		

Maintenance Price Assumptions <small>(use additional worksheets as necessary)</small>
Our understanding of the RFP is, that the Basic Service Plan does not require any universal technicians.
Our understanding of the RFP is, that the current staffing and procedures are sufficient to provide the cleaning services according to the contract. Based on our experience, we see significant quality improvement potential with the existing fleet but also an optimized cleaning process with the new fleet of EMUs
Our understanding of the RFP is, that the number of diesel trainsets in daily revenue service from year 7 onwards is 3 (5 trainsets - 1 hot standby and 1 for maintenance).
Our understanding of the RFP is, that all material costs will be reimbursed by JPB.
Our understanding of the RFP is, that overhaul activities are not part of the Basic Service Plan.
Our understanding of the RFP is, that the quantities and rates of existing staff, submitted per Addendum #5 will be the starting position for Year 1 of the MSA.
Our understanding of the RFP is, that any quality improvements and efficiency gains that can be realized leading to a possible reduction of the work demand will result in a JPB directive to do so. JPB would therefore support Stadler and Railplan in the negotiations with the unions, any cost associated with workforce optimization will be carried as additional indirect costs in the annual budget.
We understand that the RFP defines the workload for the Facility management with 1 Manager, 3 Janitors, 4 Technicians. Relevant specialist services, such as recalibration of the underfloor wheel lathe will be purchased for a specialized company outside of the scope of services of Stadler/Railplan.
For the calculation of inflation until NTP, Stadler utilized a 3% ratio based on the information provided in the union agreements. Stadler understands that any updated union agreement until NTP will reflect the JPB intention to bind the salary increase to the California Consumer Price Index. If a significant difference due to prevailing wage and other labor law provisions arises
Our understanding of the RFP is that, although the Material Costs are considered direct costs according to Addendum 9, they are not included in the proposed budget of the Basic Service Agreement respectively the Service Plan. The costs will be reimbursed at cost by JPB.



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February 16th, 2016

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**Subject: Procurement of Bi-Level Electric Multiple Units (EMU), RFP
No.: 14-PCJPB-P-056
Maintenance Services Option for New EMUs, Existing Diesel
Rail Vehicles and Facilities**

Dear Mrs Alicia Fraumeni

Stadler Rail U.S., the Prime Contractor, with Stadler Rail AG is pleased to submit our fully compliant Proposal to the Peninsula Corridor Joint Powers Board in response to the Request for Proposal for Maintenance Services Option for New EMUs, Existing Diesel Rail Vehicles and Facilities. Enclosed herein, as required by the RFP, are one (1) original, eleven (11) copies and three (3) USBs containing an electronic copy, of our Proposal. Our proposal is comprised of both technical qualifications, and certifications

which forms the Technical Proposal package and our Price Proposal, provided under separate sealed cover .

This transmittal letter forms part of the Executive Summary attached with this letter and meets the requirements for information as prescribed in the RFP. Stadler Rail U.S. located in . located in 231 North Ave. W. No. 112, Westfield, NJ 07090, commits that our proposal is valid for 180 days from this submission date.

Stadler will perform the maintenance services for the new EMU fleet, and has retained a major subcontractor RailPlan Inc. to bring its significant US service history to ensure the successful maintenance of the existing diesel fleet. The quality, capability and experience of any company can be best displayed by positive customer references. Stadler and RailPlan have worked hard and in close collaboration with their customers to achieve a proven track record – a combined service history of over 35 years providing rail maintenance services. The successful implementation of many rolling stock maintenance projects around the world was possible due to our flat organizations, the “together” and “doing” culture as well as the constant drive to become more efficient and effective. Stadler is confident that its team approach, including RailPlan, will produce a nimble organization best able to effectively and efficiently serve the JPB.

We look forward to having the opportunity to work with you as we sincerely wish to be part of the growth and success of Caltrain. Please contact our Bid Manager, Director of Sales and Marketing - Stefan Rutishauser if you have questions regarding this submission. His contact information is provided herein.

For any questions or clarifications in respect of this proposal, please contact our responsible Proposal Manager and Sales Director Mr. Stefan Rutishauser.

Kind regards



Martin Ritter
CEO and President
Stadler US Inc.

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Request for Proposal No. 14-PCJPB-056

Maintenance Services Option

March 10, 2016

STADLER



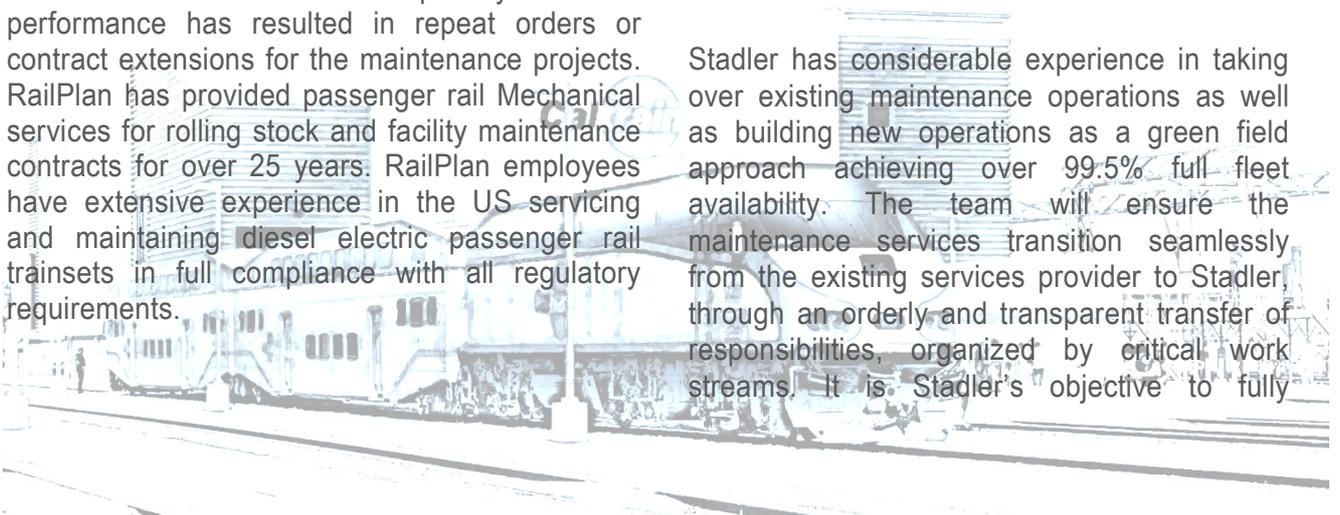


Stadler's service does not end with vehicle delivery, we maintain our rolling stock too, ensuring customers receive the most from their assets. Maintaining high vehicle availability is crucial to enable an efficient and competitive rail operation. With a team of highly skilled services personnel, Stadler has consistently provided its customers with quality support throughout our vehicles' lifetime following the philosophy of safety first and quality always. We will bring this same commitment to Caltrain for the JPB EMU bi-level project.

Stadler US Inc. is the corporate entity responsible for the execution of all US contracts and will be the responsible party for the maintenance services agreement. Stadler US Inc. will utilize the service and experience of Stadler Rail Services, which is responsible for the execution of all maintenance and operations contracts awarded to Stadler. For this contract, Stadler has included a subcontractor, RailPlan International Inc. in order to utilize their strong US experience and knowledge in the maintenance team. Stadler will maintain the new fleet and RailPlan will maintain the diesel-fleet. Both organizations combined have a proven record of accomplishment and will provide optimal services to JPB for the Caltrain operations. Stadler provides maintenance services for over 350 trainsets to 17 railway companies in 14 different countries. Since the first contract over 10 years ago, Stadler has an accumulated experience of over 100 years with the fleets operating for over 72 million trainset miles per year. Our performance has resulted in repeat orders or contract extensions for the maintenance projects. RailPlan has provided passenger rail Mechanical services for rolling stock and facility maintenance contracts for over 25 years. RailPlan employees have extensive experience in the US servicing and maintaining diesel electric passenger rail trainsets in full compliance with all regulatory requirements.

Stadler and RailPlan are natural team partners as they share the same holistic approach to maintenance: preventative maintenance and daily and periodic inspections. A philosophy of staggering preventive and corrective maintenance on the fleet across the periods of predetermined regulatory requirements will allow the team to minimize the time out of service, spares requirements and will result in high availability of the trainsets. Our strategy will focus on minimizing train consist changes and keeping the teams on value-added maintenance activities. To enhance control of the process, we will use our own maintenance management system for planning, tracking and documenting maintenance and any malfunctions that may occur, and performance parameters. The system functions are designed for managing tasks, resources [material, staff and location] in order to efficiently sequence work, optimize stock, and increase overall service life. In addition we will track the vehicles history. Safety training will be the cornerstone of our employee engagement and training program. The safety of our employees, Caltrain riders and staff and the communities within and adjacent to Caltrain service territory and its facilities will be the focus of safety without exception. Stadler is certified and follows the OHSAS 18001 (Occupational Health and Safety Management Systems—Requirements), an internationally applied British Standard. As a part of our mobilization, Stadler will adapt its processes to fully comply with JPB and legislator requirements, as it has done in 14 different countries so far.

Stadler has considerable experience in taking over existing maintenance operations as well as building new operations as a green field approach achieving over 99.5% full fleet availability. The team will ensure the maintenance services transition seamlessly from the existing services provider to Stadler, through an orderly and transparent transfer of responsibilities, organized by critical work streams. It is Stadler's objective to fully



STADLER

MAINTENANCE SERVICE OPTION



cooperate and collaborate with JPB/Caltrain to ensure the transition of records and the maintenance services occurs smoothly and seamlessly. Stadler Service - make sure it rolls.

