

AGREEMENT

Between the

CITY AND COUNTY OF SAN FRANCISCO,
through its
MUNICIPAL TRANSPORTATION AGENCY

and the

PENINSULA CORRIDOR JOINT POWERS BOARD

**REGARDING ADMINISTRATION OF CAPITAL FUNDING
FOR THE DESIGN AND CONSTRUCTION OF THE
COMMUNICATIONS-BASED OVERLAY SIGNAL SYSTEM
POSITIVE TRAIN CONTROL PROJECT AND THE
PENINSULA CORRIDOR ELECTRIFICATION PROJECT**

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PENINSULA CORRIDOR ELECTRIFICATION PROJECT**

This Agreement (Agreement) is made this ____ day of _____, 2015, in the City and County of San Francisco, State of California, between the City and County of San Francisco, a municipal corporation, acting by and through its Municipal Transportation Agency (City or SFMTA) and the Peninsula Corridor Joint Powers Board (JPB), a joint powers board organized and existing under the laws of the State of California.

RECITALS

A. In 1988, the Santa Clara County Transit District (now known as the Santa Clara Valley Transportation Authority (VTA)), the San Mateo County Transit District, and the City (collectively, Member Agencies) entered into a Joint Powers Agreement creating the JPB for the purpose of conducting planning studies related to Peninsula commute service (PCS).

B. On August 18, 1991, the Member Agencies entered into a Joint Powers Agreement to expand the powers of the JPB to enable the JPB to plan, oversee and operate the PCS following transfer of the system assets from the State of California to local control, and allocate among the parties the administrative, capital and operating expenses attendant to ownership of the Peninsula Corridor right-of-way and operation of the PCS (1991 Agreement), which agreement was amended in 1994 (1994 Amendment) and restated in 1996 (JPA).

C. The JPB is proceeding with the design and installation of the Communications-Based Overlay Signal System (CBOSS) Positive Train Control (PTC) Project (CBOSS-PTC). CBOSS-PTC is a system that tracks train locations and prevents unsafe train movements through the use of equipment on-board the locomotives and in the field. The JPB is also designing and plans to install the Peninsula Corridor Electrification Project (PCEP). PCEP would electrify the Caltrain Corridor from San Francisco's 4th and King Caltrain Station to approximately the Tamien Caltrain Station, convert diesel-hauled to electric multiple unit (EMU) trains, and thereby increase service up to six Caltrain trains per peak hour per direction.

D. The JPA provides that the three members of the JPB share equally the costs of capital projects that are not covered by outside sources.

E. In furtherance of the Initial Investment Strategy set forth in a Memorandum of Understanding among the Member Agencies, dated January 25, 2013, the City agreed to work with the other Member Agencies to identify the appropriate amounts and types of local resources that may be used to support the completion of the CBOSS-PTC and PCEP projects.

F. The City has designated \$39 million for CBOSS-PTC and PCEP using General Obligation Bond (GO Bond) sale proceeds from the 2014 San Francisco Transportation and Road Improvement Bond. The SFMTA will be the fiscal agent for disbursement of the GO Bond proceeds. The City's Board of Supervisors has appropriated \$7,760,000 from sale of the first issuance of GO Bonds for CBOSS-PTC (Ordinance No. 93-15). While this initial disbursement of \$7,760,000 will be used by the JPB for CBOSS-PTC, other disbursements of GO Bond proceeds are planned for the future as additional GO Bonds are issued and sold. The parties intend that this Agreement cover future disbursements of GO Bond proceeds up to a total of \$39 million, as the bonds are sold and the funds are appropriated by the Board of Supervisors.

G. This Agreement sets forth the terms and conditions for disbursement of GO Bond proceeds for CBOSS-PTC and PCEP.

In accordance with the above understandings, the City and the JPB agree as follows:

I. TERM; EFFECTIVE DATE

A. Term. This Agreement will commence on the Effective Date and will terminate on the later of December 31, 2020, or three and half years after the sale of the last issuance of the GO bonds.

B. Effective Date. This Agreement will be effective on the later of the date it is fully executed or the date that the entire first issuance of GO Bonds are sold.

II. PROJECTS. The Projects being funded are the design and installation of the CBOSS-PTC and the PCEP. The full funding plans and the timelines for the Projects are included as Attachments B and C. GO Bond proceeds shall be used for the design and construction contracts and to cover associated staff time and expenses for management and oversight of the contractors.

III. SFMTA RESPONSIBILITIES

A. Disbursement of Project Funds. SFMTA will disburse up to \$39 million of the GO Bond proceeds, inclusive of the initial \$7,760,000 disbursement, to the JPB's account as eligible capital costs are incurred, subject to (1) an invoice submitted by the JPB, with documentation of costs incurred, and (2) compliance with JPB's responsibilities, as set forth below. The JPB will be entitled to 100 percent reimbursement of all eligible and approved capital costs. SFMTA will not reimburse any contractor retention withheld by the JPB until such retention is authorized by the JPB to be paid to the contractor.

B. Eligible Capital Costs. The SFMTA will reimburse the JPB for those services and expenses required to perform the work in accordance with the amounts approved by the City for disbursement. Capital expenses eligible for reimbursement shall be in accordance with the FTA's Project and Construction Management Guidelines, dated July 2011.

http://www.fta.dot.gov/FTA_Project_and_CM_Guidelines_-_July_2011_Update_12-01-26.pdf. The GO Bond proceeds provided pursuant to this Agreement shall not be used to pay for soft costs on the CBOSS-PTC Project in an amount that exceeds 27.5 percent of the total GO Bond funds utilized for the project. The GO Bond proceeds provided pursuant to this Agreement shall not be used to pay for soft costs on the PCEP in an amount that exceeds 25 percent of the total GO Bond funds utilized for the project.

C. Review and Payment of Invoices. The JPB will forward each request for reimbursement to SFMTA, attention: Ananda Hirsch. SFMTA will make payment to JPB for eligible and approved expenses within 30 days of receipt of JPB's invoice.

IV. JPB RESPONSIBILITIES

A. **Implementation of the Projects.** The JPB will be responsible for implementing the Projects.

B. **Recordkeeping; Reporting.** Unless otherwise directed by SFMTA, the JPB shall maintain the original records of all procurements, payments and contract expenses related to the Projects during the term of this Agreement, and shall retain such records for a minimum of three years following completion of the Projects, or longer if required by federal or other regulatory agencies. The JPB shall allow SFMTA, or its agents, to review and inspect said records during business hours to ensure compliance with such requirements, and to audit the books, records, and accounts of JPB and its contractors, if necessary. Upon request, the JPB shall provide SFMTA, or its agents, with copies of any records in its files relating to procurements and other expenditures for the Project. The JPB shall support the SFMTA, or its agents, in reporting out the project details to the City's General Obligation Bond Oversight Committee (GOBOC), providing documents to or meeting with auditors, or assisting with any other bond-related reporting.

C. **Requests for Reimbursement.** The JPB shall submit requests for reimbursement (see sample in Attachment A) no later than 30 days after the end of each quarter. The JPB shall not submit any requests for reimbursement more than three years from the date of issuance of the GO Bonds series from which the reimbursement is requested. Requests shall include a brief description of the work performed during the billing period and the following supporting documentation:

1. A detailed schedule of expenditures for the period or detailed general ledger report that includes the date, amount and purpose the expenditures incurred.
2. Copies of paid invoices for non-payroll expenditures.
3. Copies of payroll registers to support salaries and fringe benefits.
4. For purposes of complying with bond requirements, completion of an attestation by an officer indicating the appropriateness and eligibility of the capital expenses.
5. An updated narrative status report of the work (the most recent report presented to the JPB will suffice if it is no more than 30 days old).

V. CERTIFICATION; APPROPRIATION OF FUNDS

A. **Risk of Non-Appropriation of Funds.** This Agreement is subject to the budget and fiscal provisions of the City Charter. City will have no obligation to make appropriations for this Agreement should the City fail to appropriate the funds for the Project. JPB also acknowledges that City budget decisions are subject to the discretion of its Mayor and Board of Supervisors.

B. **Certification of Controller; Guaranteed Maximum Costs.** No funds will be available under this Agreement until prior written authorization certified by the Controller. SFMTA agrees to issue a written notice to proceed to JPB upon certification of the availability of funds. Notices to proceed shall be issued as funds are certified by the Controller and shall specify the funds that have been certified. In addition, as set forth in Section 21.10-1 of the San Francisco Administrative Code:

1. City's obligations hereunder will not at any time exceed the amount certified by the Controller for the purpose and period stated in such certification.
2. Except as may be provided by City ordinances governing emergency conditions, City and its employees and officers are not authorized to request JPB to perform

services or to provide materials, equipment and supplies that would result in JPB performing services or providing materials, equipment and supplies that are beyond the scope of the services, materials, equipment and supplies specified in this Agreement unless this Agreement is amended in writing and approved as required by law to authorize the additional services, materials, equipment or supplies. City is not required to pay JPB for services, materials, equipment or supplies that are provided by JPB which are beyond the scope of the services, materials, equipment and supplies agreed upon herein and which were not approved by a written amendment to this Agreement having been lawfully executed by City.

3. City and its employees and officers are not authorized to offer or promise to JPB additional funding for this Agreement which would exceed the maximum amount of funding provided for herein. Additional funding for this Agreement in excess of the maximum provided herein will require lawful approval and certification by the Controller. City is not required to honor any offered or promised additional funding which exceeds the maximum provided in this Agreement which requires lawful approval and certification of the Controller when the lawful approval and certification by the Controller has not been obtained.

4. The Controller is not authorized to make payments on any agreement for which funds have not been certified as available in the budget or by supplemental appropriation.

C. Termination for Non-appropriation of Funds. This Agreement will automatically terminate, without penalty, liability or expense of any kind to City, at the end of any fiscal year if funds are not appropriated for the next succeeding fiscal year. If funds are appropriated for a portion of any fiscal year, this Agreement will terminate, without penalty, liability or expense of any kind to City, at the end of such portion of the fiscal year. Notwithstanding the foregoing, SFMTA agrees to reimburse JPB for eligible costs incurred prior to or as a result of such termination.

VI. INDEMNIFICATION

A. Mutual Indemnification. The parties indemnification responsibilities shall be as provided in the JPA.

VII. DEFAULT

A. JPB Default. The JPB may be in default of this Agreement for the following acts: submitting a false or misleading statement or document to the City; failing to comply with applicable laws, after 15 days to cure such breach; or failing to perform other material covenants of this Agreement. Notwithstanding the foregoing, failure of the JPB to meet the federally mandated deadline for implementation of the PTC system shall not be deemed a default of the terms of this Agreement.

B. Remedies Upon Event of JPB Default. Upon and during the continuance of a default, City may do any of the following, individually or in combination with any other remedy below or as provided under law:

1. **Termination.** City may terminate this Agreement for cause, as provided in Section VIII.A.

2. **Withholding of Project Funds.** City may withhold all or any portion of Go Bond funds not yet disbursed, regardless of whether JPB has previously submitted a request for such funds or whether City has approved the disbursement of the funds under a prior request for such funds. Any funds withheld pursuant to this Section and subsequently disbursed to JPB after cure of applicable Events of Default will be disbursed without interest.

3. **Return of Go Bond Funds.** City may demand the immediate return of any previously disbursed Go Bond funds that have been claimed or expended by the JPB in breach of the terms of this Agreement, together with interest thereon from the date of disbursement at the maximum rate permitted under applicable law.

C. City Default

1. Failure to Disburse Go Bond Funds. City's failure to disburse Go Bond funds in accordance with Section III of this Agreement shall constitute a City default for cause provided such default continues for a period of 30 days after written notice thereof from the JPB to City.

2. No Default. For the purposes of this Section VII.C, each of the following shall not constitute a City default:

a. Where City's failure to perform under Section III results from or is caused by the JPB's failure to perform any other material term, covenants or condition contained in the Agreement.

b. Where City's failure to perform under Section III results from or is caused by a Force Majeure Event, as defined in Section IX.F below.

3. JPB Remedies. Subject to the provisions of Section IX.M, for any uncured City default, the JPB may file an action to collect any and all payments then due to the JPB under this Agreement.

VIII. TERMINATION

A. Termination for Cause. This Agreement may be terminated by either party for cause. In the event of such termination, the JPB will be paid or credited for eligible and approved expenses relating to the Projects that were incurred by the JPB prior to the date of such termination specified in such notice.

B. Termination for Convenience. This Agreement may be terminated for convenience by either party at the end of a fiscal year by giving 90 days prior written notice to the other party (by March 31 of that fiscal year).

IX. NOTICES TO THE PARTIES

Unless otherwise indicated elsewhere in this Agreement, all written communications sent by the parties may be by U.S. mail, e-mail or by fax, and will be addressed to the following persons, who will be the contact persons for each party:

To City: San Francisco Municipal Transportation Agency
One South Van Ness Avenue, 7th floor
San Francisco, CA 94103
Attn: Ananda Hirsch
ananda.hirsch@sfmta.com

To JPB: Joint Powers Board
P.O. Box 1406
1250 San Carlos Ave.
San Carlos, CA 94070-1406
Attn: Peter Skinner
skinnerp@samtrans.com

JPB or SFMTA shall notify the other party at least 30 days prior to changing the designated contact person. Any notice of default must be sent by registered mail or other guaranteed delivery service.

X. OTHER CONDITIONS

A. No Assignment. No Party can assign, transfer or otherwise substitute its interest or obligations under this Agreement without the written consent of the other Party.

B. Modifications. This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved as required under law.

C. Submitting False Claims; Monetary Penalties. The JPB acknowledges and agrees that it is subject to San Francisco Administrative Code Section 21.35. Under such Section 21.35, any contractor, subgrantee or consultant who submits a false claim will be liable to City for three times the amount of damages which City sustains because of the false claim. A contractor, subgrantee or consultant who submits a false claim will also be liable to City for the costs, including attorney's fees, of a civil action brought to recover any of those penalties or damages, and may be liable to City for a civil penalty of up to ten thousand dollars (\$10,000) for each false claim. A contractor, subgrantee or consultant will be deemed to have submitted a false claim to City if the contractor, subgrantee or consultant: (a) knowingly presents or causes to be presented to an officer or employee of City a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by City; (c) conspires to defraud City by getting a false claim allowed or paid by City; (d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to City; or (e) is a beneficiary of an inadvertent submission of a false claim to City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to City within a reasonable time after discovery of the false claim. The parties acknowledge and agree that the JPB will not be responsible for penalties or damages resulting from a false claim submitted by a Contractor as defined in Recital F of this Agreement provided that the JPB has made this provision applicable to such Contractor.

D. Relationship of the Parties. It is understood that this is an Agreement by and between independent contractors and is not intended to and does not create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than that of independent contractor.

E. No Waiver. No waiver of any default or breach of any covenant of this Agreement by either Party to this Agreement can be implied from any omission by the other Party to take action on account of such default if such default persists or is repeated. No express waiver will affect any default not specified in the waiver, and the waiver will be operative only for the time or extent stated. The Consent or approval of any act by either Party will not be deemed to waive or render unnecessary consent or approval to any subsequent, similar acts.

F. Force Majeure Event. An inability for any Party to perform under this Agreement that the Party demonstrates could not have been avoided by the Party's exercise of due care, prudence, foresight, or diligence and that arises directly from: an act of God; fire; flood; windstorm; tornado; earthquake; war; riot; insurrection; epidemic; quarantine restrictions; acts of terrorism; inability of the Party, its suppliers, or subcontractors to procure labor; freight embargo; accident; priorities or privileges established for the manufacture, assembly or allotment of materials by order, decree, or otherwise of the United States or by any department, bureau, commission, committee, agent or administrator of any legally constituted public authority; the prevention by the one Party of the other Party from commencing or prosecuting any of its duties under the Agreement; inability of a Party to obtain applicable permits and licenses from relevant governmental authorities; change of law that prevents implementation of the Program; a judgment, order, or decree issued by a court preventing implementation of the Program; or failure of public utility service outside the control of the Party.

G. Dispute Resolution. If a question arises regarding an invoice, interpretation of this Agreement or its performance, or the alleged failure of a Party to perform, the Party raising the question or making the allegation must give prompt written notice of the issue to the other Party. The appropriate project managers from the JPB and the SFMTA, or other designated staff, shall in good faith meet with each other to resolve the contested issues. If the project managers from the SFMTA and the JPB are unable to resolve the dispute, the matter shall be forwarded to the Chief Financial Officer for the SFMTA and the Chief Financial Officer for the JPB. If they are unable to resolve the dispute, the

Parties may mutually agree to pursue alternative dispute resolution. It is the intent of the Parties to the extent possible that litigation be avoided as a method of dispute resolution.

H. Compliance with Laws. In the performance of this Agreement, each Party shall comply with all applicable local, state and federal laws, including the City's Charter.

I. Governing Law. The formation, interpretation and performance of this Agreement will be governed by the laws of the State of California, without regard to its conflict of laws principles.

J. Headings. All article and section headings and captions contained in this Agreement are for reference only and will not be considered in construing this Agreement.

K. Entire Agreement. This Agreement sets forth the entire Agreement between the parties, and supersedes all other oral or written provisions.

L. Severability. Should the application of any provision of this Agreement to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this Agreement will not be affected or impaired thereby, and (b) such provision will be enforced to the maximum extent possible so as to effect the intent of the parties and will be reformed without further action by the parties to the extent necessary to make such provision valid and enforceable.

M. Successors; No Third-Party Beneficiaries. The terms of this Agreement will be binding upon, and inure to the benefit of, the parties hereto and their successors and assigns. Nothing in this Agreement, whether express or implied, will be construed to give any person or entity (other than the parties hereto and their respective successors and assigns) any legal or equitable right, remedy or claim under or in respect of this Agreement or any covenants, conditions or provisions contained herein.

N. Survival of Terms. The obligations of the parties and the terms of the following provisions of this Agreement will survive and continue following expiration or termination of this Agreement: Sections III; IV.B-C; VI; VII; IX.C,D,I,L,N.

O. MacBride Principles--Northern Ireland. Pursuant to San Francisco Administrative Code Section 12F.5, City urges companies doing business in Northern Ireland to move towards resolving employment inequities, and encourages such companies to abide by the MacBride Principles. City urges San Francisco companies to do business with corporations that abide by the MacBride Principles. By signing below, the person executing this agreement on behalf of JPB acknowledges and agrees that he or she has read and understood this Section.

This Agreement has been executed as of the date first noted above.

**CITY AND COUNTY OF SAN FRANCISCO
MUNICIPAL TRANSPORTATION
AGENCY**

**PENINSULA CORRIDOR JOINT
POWERS BOARD**

By: _____
Edward D. Reiskin
Director of Transportation

By: _____
Jim Hartnett
Executive Director

APPROVED AS TO FORM:
Dennis J. Herrera, City Attorney

APPROVED AS TO FORM:

By:  _____
Robin M. Reitzes
Deputy City Attorney

By: _____
Joan Cassman
JPB Legal Counsel

AUTHORIZED BY:

**MUNICIPAL TRANSPORTATION AGENCY
BOARD OF DIRECTORS**

Resolution No: _____

Adopted: _____

Attest:

Roberta Boomer, Secretary
SFMTA Board of Directors

**SAN FRANCISCO BOARD OF
SUPERVISORS**

Resolution No. _____

Adopted: _____

Attest:

Clerk of the Board

Attachment A – Sample Reimbursement Request

[Insert Letterhead here]

[Insert Date Here]

[Insert Invoice # Here]

Attention: Ananda Hirsch
 San Francisco Municipal Transportation Agency
 One South Van Ness Avenue, 7th floor
 San Francisco, CA 94103

Description of Services: *Contract payments for CBOSS-PTC or PCEP [specify]*

	<u>Expenditures</u>	<u>Remaining Balance</u>
Total Amount of Award		\$
Total Expenditures as of [date]		
Less: Previous Billings		
Total Amount of this Billing		
Balance available after this billing		\$

Maximum Soft Cost Billable

Soft Cost Expenditures as of [date]		
Less: Previous Soft Cost Billings		
Amount of Soft Costs this Billing		
Soft Cost balance available after this billing		

Detail of Expenditures (copies of invoices, payroll registers, & other documents supporting expenditures attached)						
Date	Vendor Name	Description	Invoice #	Category	Soft Cost? (Y/N)	Amount
Total						

Approved by JPB:

JPB attestation: By signing below I attest that this invoice includes only eligible capital expenses incurred exclusively for the Communications-Based Overlay Signal System Positive Train Control project. I am authorized on behalf of the JPB to sign this attestation:

(Signature, date, & Print Name and title)

Date

Approved by SFMTA

(Signature, date, & Print Name and title)

Date

CBOSS PTC Project



SCOPE:



This project includes design of a Communications Based Overlay Signal System Positive Train Control (CBOSS PTC), which will improve rail safety, provide enhanced operational benefits for passenger rail service, and fulfill federally mandated positive train control safety improvements along the Caltrain/ California High Speed Train (CAHST) San Francisco to San Jose corridor. The CBOSS PTC communication system has been specified to provide a reliable means for PTC information exchange at speeds up to 125 mph between the CBOSS PTC-equipped trains, wayside devices,

The CBOSS PTC Project will be implemented in three phases:

- Phase 1 - Project Administrative Planning, Preliminary Design and Critical Design of CBOSS PTC system.
- Phase 2 with fiber optic backbone - Activities including acceptance of CBOSS PTC Final Design and the Factory Acceptance Test, as well as installation of the data communications subsystem including fiber optic backbone.
- Phase 3/4 with fiber optic backbone - Activities including all remaining CBOSS PTC subsystem installation, all sub-system and system testing, training, safety certification, completion of the BCCF, commissioning and system acceptance, and one year warranty.

Focus of the project during phase 1 was as follows:

- 1) Project administrative planning;
- 2) Federal Railroad Administration (FRA) documentation deliverables such as the PTC Development Plan (PTCDP), PTC Implementation Plan (PTCIP) updates and the PTC Safety Plan (PTCSP) outline;
- 3) PTC database management plan;
- 4) CBOSS PTC Preliminary Design and Critical Design for all sub-system hardware and software.

Focus of the project during phase 2 is as follows:

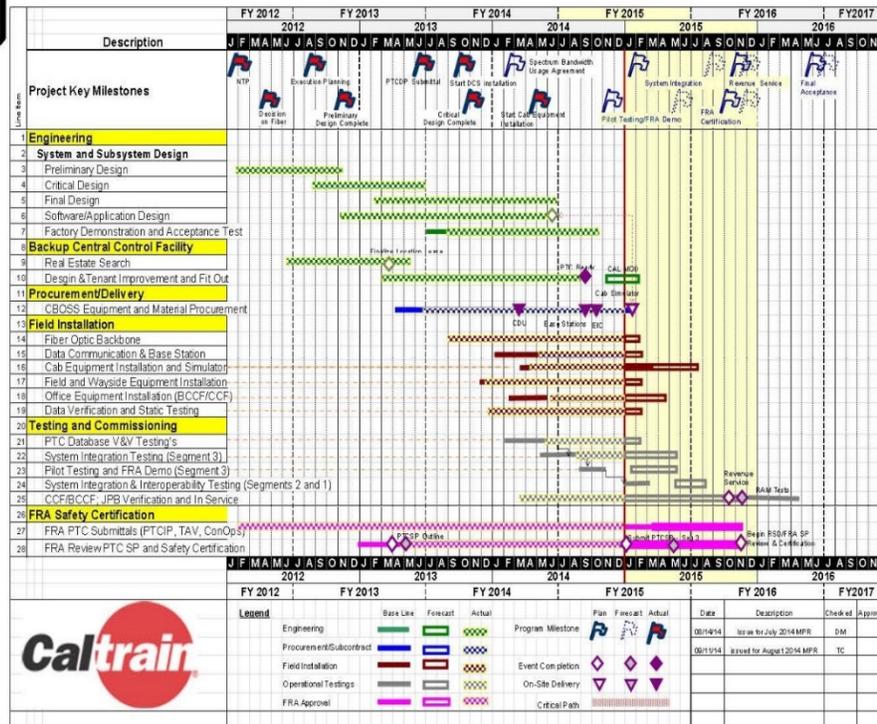
- 1) CBOSS PTC Final Design for all sub-system hardware and software.
- 2) Completion of Factory Integrated Subsystem/system Demonstration.
- 3) Commence Installation of Data Communication System (including Fiber).
- 4) Complete Installation and Verification of Data Communication System (including Fiber).

Focus of the project during phase 3 / 4 is as follows:

- 1) Complete remaining CBOSS PTC subsystem installation activities, including the BCCF.
- 2) Complete remaining sub-system testing, verification, training, and commissioning.
- 3) Complete safety certification, system acceptance, and the one year warranty.

Issues: : None

SCHEDULE:



Issues: Timely release of On-Board software for field integrated testing to support FRA Pilot testing in spring of 2015.

CBOSS PTC Project

Progress:

This Period:

- Oct - Dec 2014
- 1) Continued installation activities for Data Communication System (DCS) and Fiber Optic Backbone.
 - 2) Continued Wayside subsystem installation on the WIUs, existing circuitry, and track transponders.
 - 3) Continued Post installation checkout (PICO) testing of Wayside signal equipment.
 - 4) Continued progress of RF Spectrum activities.
 - 5) Continued to address Signal Plan revision control items identified during field activities.
 - 6) Continue interoperability gaps and coordinate technical working groups with Union Pacific Railroad (UPRR).
 - 7) Continued onboard pilot installations.
 - 8) Continued BCCF buildout.
 - 9) Continued installation of 14 radio base stations.

Future

Activities:

- Jan - Mar 2015
- 1) Continue installation activities for DCS and Fiber Optic Backbone.
 - 2) Continue Wayside subsystem installation on the WIUs, existing circuitry, and track transponders.
 - 3) Continue PICO testing of Wayside signal equipment.
 - 4) Continue progress of RF Spectrum activities.
 - 5) Continue to address Signal Plan revision control items identified during field activities.
 - 6) Continue interoperability gaps and coordinate technical working groups with UPRR.
 - 7) Commence onboard production installations.
 - 8) Continue BCCF buildout.
 - 9) Continue installation of 14 radio base stations.
 - 10) Perform Switch and Signal validation.

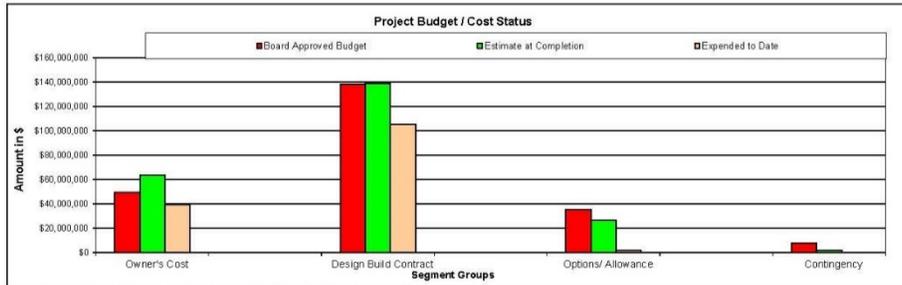
Issues:

: None

BUDGET:



	(a)	(b)	(c)	(d)	(e) = (a - d)
Phase 1, 2, & 3 / 4 Cost Analysis	Board Approved Budget	Expended to Date	Committed to Date	Estimate at Completion	Variance at Completion
Owner's Cost	\$49,726,798	\$39,549,365	\$49,784,871	\$63,492,273	(\$13,765,475)
Design Build Contract	\$138,135,673	\$105,185,694	\$106,343,054	\$139,152,981	-\$1,017,308
Options/ Allowance	\$35,647,734	\$2,073,307	\$0	\$26,404,910	\$9,242,824
Contingency	\$7,489,795	\$0	\$0	\$1,949,836	\$5,539,959
Total	\$231,000,000	\$146,808,366	\$156,127,925	\$231,000,000	\$0



The Current Board Approved Budget and EAC reflect all phases of the project.

Issues: : None

HSR IMPACT : None



**Caltrain Advanced Signal System
CBOSS
PROJECT DEVELOPMENT
SCHEDULE**

Activities	2012						2013						2014						2015						2016											
	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J
1. Preliminary Design	█	█	█	█																																
2. Critical Design					█	█	█	█	█	█	█																									
3. Final Design													█	█	█	█	█																			
4. System Procurement														█	█	█	█	█	█	█	█	█	█	█												
5. System Installation															█	█	█	█	█	█	█	█	█	█	█											
6. Testing/Commissioning																█	█	█	█	█	█	█	█	█	█	█	█									
7. System Acceptance																											█	█	█	█	█	█	█	█	█	

ATTACHMENT C

I. PROJECT DESCRIPTION

The Peninsula Corridor Electrification Project (PCEP) includes two components, infrastructure and rolling stock, which are described in greater detail below.

The Infrastructure Component

The infrastructure component includes installation of an Overhead Contact System (OCS) over the rail system beginning at the 4th and King Caltrain Station in San Francisco and ending at Tamien Station in San Jose to provide power to the electric rolling stock. For this project, Caltrain will use the voltage of choice for commuter rail systems around the world, 25 kV, which is also compatible with the current California High Speed Rail Authority electric infrastructure requirements.

The Rolling Stock Component

The rolling stock component includes the design and procurement of Electric Multiple Units (EMUs) to replace approximately 75 percent of the existing diesel rolling stock. A fleet of up to 96 EMUs will be procured. These new EMUs will continue to operate at speeds up to 79 mph, which is the maximum speed operated by the diesel fleet today; however, the EMUs will have the capability to reach higher operating speeds. The term "EMU" refers to the ability to couple multiple units into a train and have them controlled from a cab at each end of the train-consist. EMUs, which are much lighter than the diesel trains, can accelerate and decelerate faster than diesel trains, providing the flexibility to increase the frequency of service without adding travel time and/or reduce the overall travel time from one end of the corridor to the other. This important improvement allows for increased capacity on the corridor and makes it possible for Caltrain to serve more customers at more stations.

Attachment C – Project Budget/Timeline – PCEP

Peninsula Corridor Electrification Project
PROJECT DEVELOPMENT SCHEDULE

AC T	DESCRIPTIONS	2014		2015				2016				2017				2018				2019				2020			
		Q 3	Q 4	Q 1	Q 2	Q 3	Q 4																				
1	Environmental Planning	█	█																								
2	Permit & Approvals		█	█	█	█	█	█																			
3	DB Procurements & Award	█	█	█	█	█																					
4	Design / Engineering					█	█	█	█	█	█	█	█	█	█												
5	Material & Equipment Delivery						█	█	█	█	█	█	█	█	█	█											
6	Vehicle Manufacturing & Delivery						█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█
7	Construction / Installation							█	█	█	█	█	█	█	█	█	█	█	█								
8	Testing & Start Up														█	█	█	█	█	█	█	█	█	█	█	█	█
9	Operational Readiness Phase														█	█	█	█	█	█	█	█	█	█	█	█	█
10	Revenue Service																									★	

Revenue Service Date: December 2020

Attachment D

Apr 1, 2015 - Jun 30, 2015

CALTRAIN QUARTERLY REPORT

Active Capital Projects

PENINSULA CORRIDOR ELECTRIFICATION PROJECT



SCOPE: The Peninsula Corridor Electrification Project will electrify the 51 mile Caltrain Commuter line from San Francisco to Tamien. The project budget includes activities associated with:
 (1) Preparing and completing the environmental assessment and clearance and
 (2) Technical refresh of previous 35% design.

The Federal Transit Administration (FTA) completed their National Environmental Policy Act (NEPA) Environmental Assessment (EA) of Corridor Electrification in 2009 with the adoption of a Finding of No Significant Impact (FONSI). FTA has identified to Caltrain that since the project description of the electrification project is the same as FTA analyzed in their 2009 EA, that there is no need to do a NEPA reevaluation for this project. Based on FTA's guidance, a state-only environmental clearance document is being prepared: the Peninsula Corridor Electrification Project EIR.

The budget reflects all efforts associated with processing a new environmental document and environmental planning, including public outreach, operations, project controls and engineering support. The, FY13, FY14 & 15 budgets include the DEIR, FEIR, 35% design updates to be performed by Owner's technical team and procurement effort for the design build contract through June 2015.

Issues: None.

SCHEDULE:



Progress: Continued working on the environmental permitting documents as well as the federal consultation documentation. The Project Team continued preparation of items to be included in upcoming RFP addenda's, scheduled for June. Continued progress on the tunnel modification design, with initial design development documents scheduled for July. Continued Power Study with PG&E and LTK to determine transmission capacity in support of the Caltrain Loads from Electrification, draft results received in late Jun with anticipated completion of study in July. Continued refinements of ROW engineering in support of real estate. ROW package and appraisals are being prepared in preparation of the ROW acquisition efforts. Continued real estate title research, development of appraisal maps, plats and legal descriptions for all Segments. Began Phase I and II investigations in support of ROW Appraisal efforts. Continued

EMI/EMF Survey to identify sensitive receptors and set baseline readings to be included in one of the final addendums. Continued work on the electrification project labor agreement (PLA) along with work on third party, local, city and county jurisdictional agreements.

Future Activities: Continue production of appraisal maps, plats and legal descriptions for real estate acquisition efforts for all four segments. Phase I and II investigation will continue in support of the ROW appraisal efforts. Project team will continue work to prepare for contract addendums and continue to work through RFP Q&A's. Continue design development efforts for tunnel modifications and complete review of Initial Design Development Documents and continue coordination with JPB Tunnel 4 Drainage project. Continued working on Power Study with PG&E to determine transmission capacity to support Caltrain loads from Electrification. Begin utility relocation discussions with PG&E in support of overhead utility relocations in Segments 2 and 4. Continue coordination with Caltrans for location Paralleling Station 7. Complete EMI / EMF survey report to be provided to the successful Design Build contractor. Present electrification project labor agreement (PLA) to the JPB Board for approval at July meeting. Continue work on third party, local, city and county jurisdictional agreements.

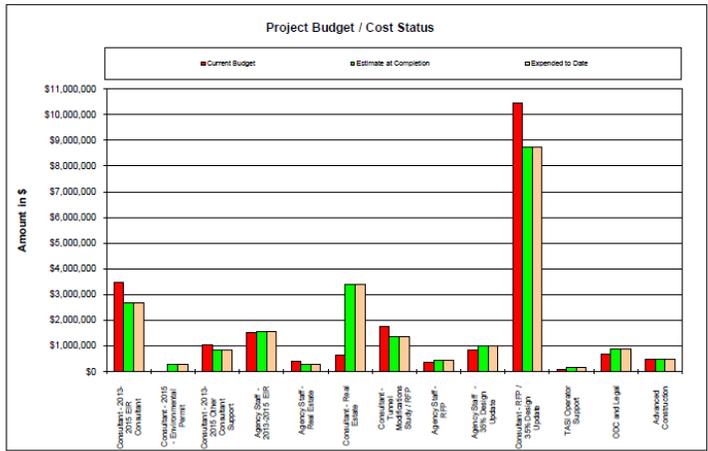
Issues: None.

PENINSULA CORRIDOR ELECTRIFICATION PROJECT

BUDGET:



Segment Group	(A) Current Budget	(B) Expended to Date	(C) Committed To Date	(D) Estimate at Completion	(E) = (A - D) Variance at Completion
Consultant - 2013-2015 EIR Consultant	\$3,471,061	\$2,692,102	\$3,232,471	\$2,692,102	\$778,698
Consultant - 2015 - Environmental Permit	\$0	\$276,974	\$585,080	\$276,974	(\$276,974)
Consultant - 2013-2015 Other Consultant Support	\$1,063,008	\$863,291	\$1,061,829	\$863,291	\$200,347
Agency Staff - 2013-2015 EIR	\$1,537,062	\$1,572,328	\$1,572,328	\$1,572,328	(\$35,296)
Agency Staff - Real Estate	\$414,171	\$268,766	\$268,766	\$268,766	\$145,405
Consultant - Real Estate	\$653,943	\$3,381,362	\$3,737,629	\$3,381,362	(\$2,727,419)
Consultant - Tunnel Modifications Study / RFP	\$1,743,036	\$1,343,417	\$2,474,152	\$1,343,417	\$399,619
Agency Staff - RFP	\$366,552	\$440,508	\$440,508	\$440,508	(\$70,956)
Agency Staff - 35% Design Update	\$841,317	\$882,948	\$882,948	\$882,948	(\$141,630)
Consultant - RFP / 35% Design Update	\$10,437,818	\$8,727,841	\$11,818,100	\$8,727,841	\$1,710,177
TASI Operator Support	\$59,896	\$178,782	\$178,782	\$178,782	(\$116,815)
ODC and Legal	\$672,776	\$898,083	\$898,083	\$898,083	(\$225,307)
Advanced Construction	\$497,378	\$497,378	\$497,378	\$497,378	\$0
Sub-Total	\$21,761,688	\$22,121,548	\$27,746,053	\$22,121,548	(\$359,891)
Contingency	\$2,362,687	\$0	\$0	\$0	\$2,362,687
Total	\$24,124,375	\$22,121,548	\$27,746,053	\$22,121,548	\$2,002,826



Issues: None. A budget transfer was made between Project 2050 to this project 2036 in May to compensate for a projected short fall of funds for the current fiscal year, is shown in Contingency.

HSR IMPACT: None.



OTHER: None.



Cost by Project Component		
Component	Scope	Cost in millions
Electrification Infrastructure	Design and construction of the electrified infrastructure including the OCS, substations, switching stations and paralleling stations.	\$958
Purchase of EMUs	Purchase of up to 96 EMUs to replace Caltrain's fleet of aging fleet of rolling stock	\$573
	TOTAL COST	\$1,531