JPB CAC

CORRESPONDENCE
AS OF

January 19, 2021
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 RRI) 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?v=5463&v=3TNFWZr7Uw4](https://www.youtube.com/watch?v=5463&v=3TNFWZr7Uw4)

- Promotional video: [https://youtu.be/BTYUBsu6KQg](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](https://www.cnbc.com/video/2015/06/03/czech-company-to-bring-euro-style-trains-to-us.html)


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

VTA Board of Directors

MTC Commissioners
CHSRA Board of Directors

Caltrain CAC

Caltrain BAC

SFCTA CAC

VTA CAC
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
specialized PTC services. In any of these cases, the opportunities will be subject to appropriate procurement/selection processes and contract methodologies.

The JPB looks forward to the contractual partnership with TASI during the extension period of this Agreement.

Sincerely,

Michelle Bouchard
Chief Operating Officer, Rail

cc: Jim Hartnett
    Al Landes
    Jeff Davison
    Joan Cassman

I acknowledge the terms of this letter.

Title: President

Date: 3-17-17
Givens, Patrice

From: Roland Lebrun <ccss@msn.com>
Sent: Wednesday, January 06, 2021 5:31 PM
To: Board (@caltrain.com)
Cc: SFCTA Board Secretary; VTA Board Secretary; MTC Info; CHSRA Board; cacsecretary [@caltrain.com]; Caltrain, Bac (@caltrain.com); SFCTA CAC
Subject: Re: Caltrain Board meeting item 12.a 5-year TASI contract extension
Attachments: 2011+Caltrain+TASI+Agreement.pdf; Stadler - EMU Maint Price Prop - 3-10-16.pdf

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

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

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Thank You.

Roland Lebrun.

CC

SFCTA Commissioners

VTA Board of Directors

MTC Commissioners

CHSRA Board of Directors

Caltrain CAC

Caltrain BAC

SFCTA CAC

VTA CAC
MAINTENANCE OPTION PRICE FORMS
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<thead>
<tr>
<th>Line #</th>
<th>Item</th>
<th>Amount</th>
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<td>Option Cars (from <strong>Option Cars TOTAL</strong> in sheet &quot;Option Cars&quot;)</td>
<td>$</td>
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<tr>
<td>3</td>
<td>Option MSA1 including Year 0 (from <strong>Option MSA1</strong> in sheet &quot;Maintenance Option Summary&quot;)</td>
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<tr>
<td>4</td>
<td>Option MSA2 (from <strong>Option MSA2</strong> in sheet &quot;Maintenance Option Summary&quot;)</td>
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<td>5</td>
<td>Option MSA3 from <strong>Option MSA3</strong> in sheet &quot;Maintenance Option Summary&quot;)</td>
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<tr>
<td>6</td>
<td><strong>PEF Evaluated TOTAL</strong></td>
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01.03.2016
## Maintenance Option Summary

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<tr>
<th>Item</th>
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<th>Description</th>
<th>Unit</th>
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<td>1</td>
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<td>4</td>
<td></td>
<td>TOTAL</td>
<td></td>
<td>$296,259,417</td>
</tr>
</tbody>
</table>

01.03.2016
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 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 Proposer shall 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, 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 and reimbursed at cost by the JPB. Do not include any costs for such items in this Price Form.

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, 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 material, General and Administrative Overhead Costs, and a negotiated Fixed Fee.

10. The Additional Services are intended 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.

11. 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, 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.

12. Not used

13. 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.

14. 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.

15. The Proposer shall attach any 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 factors, 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

<table>
<thead>
<tr>
<th>Line</th>
<th>Mobilization, Transition, and Start-Up Costs</th>
<th>MSA1</th>
<th>MSA2</th>
<th>MSA3</th>
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<td><strong>Basic Service Plan</strong></td>
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<td>2</td>
<td>Year One</td>
<td>$22'935'838.50</td>
<td>$21'998'054.06</td>
<td>$15'988'420.70</td>
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<tr>
<td>3</td>
<td>Year Two</td>
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<td><strong>Grand Total Mobilization Costs (1+2+3) (Enter in Line 1 on sheet &quot;MSA Annual Cost Summary&quot;)</strong></td>
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<td>Additional Services WSAI</td>
<td>Nbr. of Units</td>
<td>Units</td>
<td>Year One</td>
<td>Year Ten</td>
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<td>Cost Per Unit</td>
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<td>Cost Per Unit</td>
<td>Subtotal</td>
<td>Cost Per Unit</td>
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<td>Additional Potential Services - Incremental Direct Costs</td>
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<td>Incremental Maintenance/Repair Costs - Special Tools, Expanded Services</td>
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</tr>
<tr>
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<tr>
<td>Additional Services WSAJ</td>
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<td>Year One</td>
<td>Year Ten</td>
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<tr>
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<td>Incremental Costs to Support and Store Out of Service Fleet</td>
<td>8</td>
<td>Locomotive</td>
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<td>Additional Charges</td>
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</tr>
<tr>
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<td>Straight Time Salary</td>
<td>Overtime Percent</td>
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<td>---------------------------------------------------------------</td>
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MSA Rates (Work Directives) 01.03.2016
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<tr>
<th>Year One</th>
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<th>Year Three</th>
<th>Year Four</th>
<th>Year Five</th>
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<td>Units</td>
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<td>Subtotal</td>
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<tr>
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<tr>
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<tr>
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<td>$746,759.59</td>
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<tr>
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**Total** | $18,892,670.27 | **Subtotal** | $226,671,490.20 | $18,892,670.27 | **Subtotal** | $226,671,490.20 | $18,892,670.27 | **Subtotal** | $226,671,490.20 | $18,892,670.27 | **Subtotal** | $226,671,490.20 |
<table>
<thead>
<tr>
<th>Maintenance Price Assumptions</th>
</tr>
</thead>
<tbody>
<tr>
<td>Our understanding of the RFP is, that the Basic Service Plan does not require any universal technicians.</td>
</tr>
<tr>
<td>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 improvement potential with the existing fleet but also an optimized cleaning process with the new fleet of EMUs.</td>
</tr>
<tr>
<td>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).</td>
</tr>
<tr>
<td>Our understanding of the RFP is, that all material costs will be reimbursed by JPB.</td>
</tr>
<tr>
<td>Our understanding of the RFP is, that overhaul activities are not part of the Basic Service Plan.</td>
</tr>
<tr>
<td>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.</td>
</tr>
<tr>
<td>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 Railpian in the negotiations with the unions, any cost associated with workforce optimization will be carried as additional indirect costs in the annual budget.</td>
</tr>
<tr>
<td>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/Railpian.</td>
</tr>
<tr>
<td>For the calculation of inflation until NTP, Stadler utilized a 3% ratio based on the information provided in the union agreements.</td>
</tr>
<tr>
<td>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.</td>
</tr>
<tr>
<td>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.</td>
</tr>
</tbody>
</table>
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.
231 North Ave. W. No. 112,
Westfield, NJ 07090
martin.ritter@stadlerrail.com
+41 71 626 94 14
+41 79 718 96 76

Stefan Rutishauser
Marketing & Sales Director
New Markets
Stadler Rail Management AG

Ernst-Stadler-Strasse 1
CH-9565 Bussnang
steven.rutishauser@stadlerrail.com
+41 71 626 15 22
+41 79 590 88 48
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
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.
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
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

---

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?v=54638v=3TNFZrzuW4

. 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):

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.
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:

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
Thank You.

Roland Lebrun.

CC

SFCTA Commissioners

VTA Board of Directors

MTC Commissioners

CHSRA Board of Directors

Caltrain CAC

Caltrain BAC

SFCTA CAC

VTA CAC
Background

2) Proposal to schedule a focused on restoring ridership during the pandemic.

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

98% of the Caltrain ridership. The purpose of this letter is to:

- further to Santrons, staggered seating to achieve physical distancing through:

Dear Chair Price and Board members,
Respectfully submitted for your consideration:

Relieve overcrowding as necessary:

- Two Bombardier Trains will be on standby at Redwood Junction during peak to view, please allow Bombardier Trains to make stops at San Jose, Sunnyvale, Mountain View, Palo Alto, Redwood City, San Mateo, Millbrae, and San Francisco during all hours of operations.

- Hourly 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.

Revised Schedule:

- Being addressed to and many request Transbay Police assistance.
- Conductors will walk the train between stations to ensure that all protocols are areas (maximum 8 stands per bicycle car: total 16 stands).
- Stands will not be allowed on any train except in the Gallery bicycle storage.
- Stands for passengers needing assistance.
- Face masks must be worn at all times (no exceptions). Transbay Police will carry every 8 seats.
- Each seat and every other window seat for a 75% reduction in capacity (6 out of 9-foot distancing is achievable in the remaining 2+ seats by eliminating every 6-foot distancing on Gallery car upper decks during the pandemic)

Physical Distancing:

-
Dear Mr. LeBrun – this email is to confirm receipt of your records request received on 01/07/2021 for a comprehensive list of incidents involving TASI employees and passengers since the 2011 contract award (with dates, description, action, and response). We will produce any responsive records that are neither privileged nor exempt from disclosure by the California Public Records Act. We will work reasonably and diligently to determine if the District has responsive records, and will provide those records to you promptly, with document production occurring on a rolling basis as needed. However, we are sure that you will understand that the COVID-19 pandemic has caused staff-time shortages and put inordinate stress on all District functions. Due to the requirements set forth in California’s Executive Order No. 33-20, it may therefore reasonably take some time to collect and appropriately review records prior to disclosure. We will provide you a status update as to your request as soon as possible.

Best,

Dora Seamans

Dora Seamans, MPA, CMC
Executive Officer/District Secretary
SamTrans, Executive Administration
1250 San Carlos Ave
San Carlos, CA 94070
Tel: 650-508-6242
Seamansd@samtrans.com

From: Roland Lebrun <csss@msn.com>
Sent: Thursday, January 7, 2021 4:36 PM
To: Board (@caltrain.com) <BoardCaltrain@samtrans.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>; cacsecretary [@caltrain.com] <cacsecretary@caltrain.com>; Caltrain, Bac (@caltrain.com) <bac@caltrain.com>; SFCTA CAC <cac@sfcta.org>; PRA <PRA@samtrans.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@sftca.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>
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?v=3TnFWzrUw4
. 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


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

VTA Board of Directors

MTC Commissioners

CHSRA Board of Directors

Caltrain CAC

Caltrain BAC
SFCTA CAC

VTA CAC
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
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:


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.
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
Roland,

We can put this item on our work plan of items to be scheduled. This item was discussed with the CAC during the November 2020 meeting.

Thanks,

BRIAN SHAW  
Executive Director  
bshaw2@stanford.edu | 650.723.5815

Stanford Transportation

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:  

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 Mr. LeBrun — this email is to confirm receipt of your records request received on 01/13/2021 for a comprehensive list of 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 (with dates, description, action, and response). We will produce any responsive records that are neither privileged nor exempt from disclosure by the California Public Records Act. We will work reasonably and diligently to determine if the District has responsive records, and will provide those records to you promptly, with document production occurring on a rolling basis as needed. However, we are sure that you will understand that the COVID-19 pandemic has caused staff-time shortages and put inordinate stress on all District functions. Due to the requirements set forth in California’s Executive Order No. 33-20, it may therefore reasonably take some time to collect and appropriately review records prior to disclosure. We will provide you a status update as to your request as soon as possible.

Best,

Dora Seamsns

Dora Seamsns, MPA, CMC
Executive Officer/District Secretary
SamTrans, Executive Administration
1250 San Carlos Ave
San Carlos, CA 94070
Tel: 650-508-6242
Seamansd@samtrans.com

---

From: Roland Lebrun <ccss@msn.com>
Sent: Wednesday, January 13, 2021 1:13 AM
To: Board (@caltrain.com) <BoardCaltrain@samtrans.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>; cacsecretary [@caltrain.com] <cacsecretary@caltrain.com>; Caltrain, Bac (@caltrain.com) <bac@caltrain@samtrans.com>; SFCTA CAC <cac@sfcta.org>; PRA <PRA@samtrans.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
Dear Mr. LeBrun – this email is to confirm receipt of your records request received on 01/13/2021 for a comprehensive list of annual breakdown of costs by category since the 2011 contract award for Bundled Scope of Services for Management Services, Safety Oversight, Train Operations, Fleet Maintenance, Right of Way Maintenance, Signal and Communication Maintenance, Station and Facility Maintenance, and On-call Additional Services and Construction Support. We will produce any responsive records that are neither privileged nor exempt from disclosure by the California Public Records Act. We will work reasonably and diligently to determine if the District has responsive records, and will provide those records to you promptly, with document production occurring on a rolling basis as needed. However, we are sure that you will understand that the COVID-19 pandemic has caused staff-time shortages and put inordinate stress on all District functions. Due to the requirements set forth in California's Executive Order No. 33-20, it may therefore reasonably take some time to collect and appropriately review records prior to disclosure. We will provide you a status update as to your request as soon as possible.

Best,

Dora Seamans

Dora Seamans, MPA, CMC
Executive Officer/District Secretary
SamTrans, Executive Administration
1250 San Carlos Ave
San Carlos, CA 94070
Tel: 650-508-6242
Seamansd@samtrans.com

---

From: Roland LeBrun <ccss@msn.com>
Sent: Wednesday, January 13, 2021 1:50 AM
To: Board (@caltrain.com) <BoardCaltrain@samtrans.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>; cacsecretary [@caltrain.com]
        <cacsecretary@caltrain.com>; Caltrain, Bac (@caltrain.com) <baccaltrain@samtrans.com>; SFCTA CAC <cac@sfcta.org>;
PRA <PRA@samtrans.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
  - 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


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

MTC Commissioners

CHSRA Board of Directors
Caltrain CAC
Caltrain BAC
SFCTA CAC
VTA CAC
Dear Chair Hendrickx,

Further to my email of December 15th (below), please consider directing staff to provide the Board with an update on the whereabouts of the remaining $124.5M in CARES Act funding as well as outreach efforts to Caltrain to provide additional transit capacity in the San Jose-Gilroy corridor.

Thank You.

Roland Lebrun

CC

MTC Commissioners
Caltrain Board
Caltrain CAC
VTA CAC
## FY2021 Operating Balance Prelim
(as of December 2

<table>
<thead>
<tr>
<th></th>
<th>FY21 Current Budget</th>
<th>Conserv</th>
</tr>
</thead>
<tbody>
<tr>
<td>Subtotal - Sales Tax Related</td>
<td>$439.6M</td>
<td>$35</td>
</tr>
<tr>
<td>Subtotal - Fares</td>
<td>$38.6M</td>
<td>$1</td>
</tr>
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<td>Subtotal - Other Revenues</td>
<td>$35.7M</td>
<td>$3</td>
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<td><strong>TOTAL REVENUES</strong></td>
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<td><strong>$48</strong></td>
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<tr>
<td><strong>OPERATING BALANCE (before applying CARES Act Funding)</strong></td>
<td><strong>($11.6M)</strong></td>
<td><strong>($80</strong></td>
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<tr>
<td>CARES ACT FUNDS REMAINING (after budget gap is bridged)</td>
<td>$124.5M</td>
<td>$5</td>
</tr>
</tbody>
</table>

CARES Act Funding remaining is currently at approximately

---

From: Roland Lebrun
Sent: Tuesday, December 15, 2020 1:23 PM
To: MTC Info <info@bayareametro.gov>
Cc: Caltrain Board <board@caltrain.com>; SFCTA Board Secretary <clerk@sfcta.org>; VTA Board Secretary <board.secretary@vta.org>; general@morganhill.ca.gov <general@morganhill.ca.gov>; AlCouncilMembers@ci.gilroy.ca.us <AlCouncilMembers@ci.gilroy.ca.us>; Caltrain CAC Secretary <cacsecretary@caltrain.com>; SFCTA CAC <cac@sfcta.org>
Subject: MTC 12/15 Commission Item 7d Redirecting surplus VTA CARES Act funding to Caltrain

Dear Chair Haggerty,
Further to VTA’s current projection of a $55.4M to $89.9M Cares Act surplus for FY21
http://santaclaravta.igm2.com/Citizens/FileOpen.aspx?Type=6&ID=1494 (slide 2)
and Caltrain’s new 2-hourly 64-train timetable effective 12/14
https://www.caltrain.com/schedules/weekdaytimetable/Weekday_Timetable -
    Effective Dec 14 2020.html,
please consider directing VTA to collaborate with Caltrain and use a portion of this surplus funding to extend
half (32) of these trains to Gilroy for the following reasons:

1. Address equity issues between San Jose and Gilroy by providing relief on VTA bus route 68, the only
   viable public transit route connecting San Jose to Morgan Hill and Gilroy.
2. Minimize the number of TASI furloughs https://www.smdailyjournal.com/news/local/caltrain-to-
3. Prove once and for all that the low Caltrain ridership (including 3 stations in south San Jose) and
   massive Highway 101 congestion between San Jose and Gilroy is a direct result of lack of Caltrain
   service.

Thank you in advance for your consideration.

Roland Lebrun
## FY2021 Operating Balance Preliminary
(as of December 2)

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CARES Act Funding remaining is currently at approximately **$5**.

---

**CC**
- Caltrain Board of Directors
- VTA Board of Directors
- SFCTA Commissioners
- Morgan Hill Mayor and City Council
- Gilroy Mayor and City Council
- Caltrain CAC
- VTA CAC
- SFCTA CAC

**ATTENTION:** This email came from an external source.