

TRI-VALLEY – SAN JOAQUIN VALLEY REGIONAL RAIL AUTHORITY

**Tracy City Hall
Council Chambers
333 Civic Center Plaza
Tracy, CA**

**AGENDA
OF BOARD OF DIRECTORS**

April 10, 2019 2:00 p.m.

1. Call to Order and Pledge of Allegiance
2. Roll Call of Members
3. Public Comments: Members of the public may address the Board on any issues not listed on the agenda that are within the purview of the Authority. Comments on matters that are listed on the agenda may be made at the time the Board is considering each item. Time limits on public comments may be established by the Chair.
4. Approve Minutes of March 13, 2019 Board of Directors Meeting – **ACTION**
5. Executive Director Report – **INFORMATION**
6. Treasurer's Report – **ACTION**
7. Cooperative Agreement with Caltrans – **ACTION**
8. Valley Link Project Delivery – **ACTION**
9. Valley Link Funding Plan – **INFORMATIONAL**
10. Valley Link Schedule – **ACTION**
11. Update on Outreach for Station Area Planning – **INFORMATIONAL**
12. Directors' Discussion: Comments, Questions and Agenda Requests
13. Next Meeting Date: May 8, 2019 at Martinelli Center, 3585 Greenville Road, Livermore
14. Adjourn

Upon request, the Tri-Valley-San Joaquin Valley Regional Rail Authority will provide written agenda materials in appropriate alternative formats, or disability-related modification or accommodation, including auxiliary aids or services, to enable individuals with disabilities to participate in public meetings. Please send a written request, including your name, mailing address, phone number and brief description of the requested

*materials and the preferred alternative format or auxiliary aid or service at least 2 days before the meeting.
Requests should be sent to: mtree@valleylinkrail.com*

AGENDA

ITEM 4

1. Call to Order and Pledge of Allegiance

Meeting was called to order by Board Chair Scott Haggerty at 2:05pm.

2. Roll Call of Members

Members Present

Supervisor Scott Haggerty (Chair), Alameda County
Supervisor Bob Elliott, San Joaquin County
Councilmember Veronica Vargas (Vice Chair), City of Tracy
Mayor John Marchand, City of Livermore
Director Bernice King Tingle, Mountain House
Councilmember Philip O'Loane, City of San Ramon
Vice Mayor Karen Stepper, Town of Danville
Vice Mayor Melissa Hernandez, City of Dublin
Councilmember Paul Akinjo, City of Lathrop
Councilmember Sol Jobrack, City of Stockton
Board Member Bob Woerner (Livermore), LAVTA
Board Member John McPartland (District 5), BART
Board Member Leo Zuber (Ripon), ACE

Members Absent

Mayor Jerry Thorne, City of Pleasanton
Councilmember Debby Moorhead, City of Manteca

3. Public Comments: Members of the public may address the Board on any issues not listed on the agenda that are within the purview of the Authority. Comments on matters that are listed on the agenda may be made at the time the Board is considering each item. Time limits on public comments may be established by the Chair.

No public comments.

4. Approve Minutes of February 13, 2019 Board of Directors Meeting – **ACTION**

Approved: Vargas/Hernandez

Aye: Elliott, Marchand, Vargas, Woerner, Akinjo, Stepper, Zuber, O'Loane, McPartland, Hernandez, Tingle, Haggerty, Jobrack

No: None

Abstain: None

Absent: Thorne, Moorhead

5. Executive Director's Report – **INFORMATION**

Executive Director Michael Tree provided a PowerPoint presentation to the Board of Directors providing a highlight of briefings, workshops, and presentations that were conducted, as well as upcoming workshops and presentations. Executive Director Michael Tree handed out a packet that

included fact sheets, a quick flyer, and briefing book to Board Members to assist when talking about Valley Link. Executive Director also reviewed the Project Timeline.

The item was informational only.

6. Treasurer's Report – **ACTION**

The Board of Directors approved the financial statements comparing the budgeted amounts approved at the December Board meeting to the expenses through the end of January 2019.

Approved: Vargas/McPartland

Aye: Elliott, Marchand, Vargas, Woerner, Akinjo, Stepper, Zuber, O'Loane, McPartland, Hernandez, Tingle, Haggerty, Jobrack

No: None

Abstain: None

Absent: Thorne, Moorhead

7. Budget Amendment – **ACTION**

Executive Director Michael Tree provided the Budget Amendment to the Board of Directors. For Governmental Relations, Public Affairs and Community Engagement, \$400,000 has been provided by Alameda County. An additional \$100,000 has been provided through the City of Tracy, the City of Lathrop, and developers within the Tracy and Lathrop area.

The Board of Directors approved an amendment to the budget to add a revenue line item of \$500,000 and a corresponding expense line item for \$500,000.

Approved: Stepper/Tingle

Aye: Elliott, Marchand, Vargas, Woerner, Akinjo, Stepper, Zuber, O'Loane, McPartland, Hernandez, Tingle, Haggerty, Jobrack

No: None

Abstain: None

Absent: Thorne, Moorhead

The item was discussed by the Board of Directors and staff.

8. Award of Contract for Government Relations, Public Affairs and Community Engagement – **ACTION**

Executive Director Michael Tree provided information on the Award of Contract for Government Relations, Public Affairs and Community Engagement to the Board of Directors. Eight proposals were received in accordance with the requirements established in the Request for Proposal (RFP). The top four firms in the Competitive Range were interviewed. All proposals were evaluated for responsiveness and responsibility, including a review by the Authority's Legal Counsel. The individuals on the scoring panel ranked Vox Populi as the apparent best value.

The item was discussed by the Board of Directors and staff. Board Member Bob Elliott inquired about the acquisition of the funds added to the budget from developers and if there is any conflict of interest. Legal Counsel Michael Conneran informed that there is no concern, because there has been no quid pro quo or promises made to the developers and the funds are flowing to the agency not from the agency.

The Board of Directors approved a one-year contract with two one-year option terms for Government Relations, Public Affairs and Community Engagement services to Vox Populi for a firm fixed price of \$390,000 per year for the base scope of work and an amount not to exceed \$110,000 per year for third-party advertising media expenses and additional ad hoc services. Additionally, the Board Authorized the Executive Director, or designee, to issue a Notice to Proceed for the first year of services only. Board authorization is required to exercise option years one and two.

Approved: Vargas/Hernandez

Aye: Elliott, Marchand, Vargas, Woerner, Akinjo, Stepper, Zuber, O'Loane, McPartland, Hernandez, Tingle, Haggerty, Jobrack

No: None

Abstain: None

Absent: Thorne, Moorhead

9. Valley Link Project Delivery – **ACTION**

AECOM Richard Wolsfeld and Bob Brownstein provided a PowerPoint presentation on project delivery methods. AECOM Richard Wolsfeld recommended the following:

- Drop Design Bid Build (DBB) from further consideration.
- Drop Construction Manager / General Contractor (CM/GC) from further consideration.
- Design Build should be the minimum approach for Project Delivery to meet the cost, schedule, and innovation project goals.
- Capital Maintenance of the civil infrastructure (e.g. track) should be considered for inclusion in the preferred delivery method to take advantage of life cycle costing and to transfer State of Good Repair risks to the contractor.
- Defer Operation and Maintenance (O&M) decision until further development of the design.
- Defer the decision on including a private equity requirement and financing until sources of funding are confirmed.
- After project approval, initiate the drafting of the procurement documents (to complement the 30% drawings) with a focus on Key Performance Indicators (KPIs), risk allocation, and general responsibilities.

The item was discussed by the Board of Directors and staff.

Board Chair Scott Haggerty asked for public comment on this agenda item.

CEO of Livermore Valley Chamber of Commerce Dawn Argula, Livermore resident, spoke regarding the Tri-Valley Chamber of Commerce Alliance (TVCCA) and their support of the success of Valley Link. Ms. Argula provided the Board of Directors a letter that was sent to Staff and Supervisor Scott Haggerty.

The Board of Directors approved to drop Design Bid Build and Construction Manager / General Contractor.

Approved: Vargas/Stepper

Aye: Elliott, Marchand, Vargas, Woerner, Akinjo, Stepper, Zuber, O'Loane, McPartland, Hernandez, Tingle, Haggerty, Jobrack

No: None

Abstain: None

Absent: Thorne, Moorhead

10. Directors' Discussion: Comments, Questions and Agenda Requests

None.

11. Next Meeting Date: April 10, 2019 at Tracy City Hall, 333 Civic Center Plaza, Tracy

12. Adjourn

Meeting adjourned at 3:23pm.

AGENDA

ITEM 5



Tri-Valley ▲ San Joaquin Valley
REGIONAL RAIL AUTHORITY

STAFF REPORT

SUBJECT: Executive Director's Report
FROM: Michael Tree, Executive Director
DATE: April 10, 2019

Action Requested

Informational item only.

Background/Discussion

An oral report will be provided at the Board meeting.

AGENDA

ITEM 6



Tri-Valley ▲ San Joaquin Valley
REGIONAL RAIL AUTHORITY
STAFF REPORT

SUBJECT: Treasurer's Report
FROM: Tamara Edwards, Director of Finance
DATE: April 10, 2019

Action Requested

Staff recommends the Tri-Valley – San Joaquin Valley Regional Rail Authority Board accept the financial statements comparing the budgeted amounts approved at the December Board meeting to the expenses through the end of February 2019.

Background/Discussion

Attached is the budget approved by the Board in December (for the period of December 2018 through November 2019) along with the revenues received and expenses expended through January 2019. Staff has billed MTC against the RM1 grant for expenses through the end of February. The report will reflect these revenues once they are received.

Attachments:

- A. Budget vs Actual: Through February 2019

Tri-Valley-San Joaquin Valley Regional Rail Authority
Budget December 2018-November 2019
Revenues and Expenses through February 28,2019

| | | Budget | Actual | Amount remaining | % budget remaining |
|--------------------|---|----------------------|-------------------|----------------------|-----------------------|
| Revenues | | | | | |
| | Caltrans | \$ 750,000 | | \$ 750,000 | 100% |
| | MTC | \$ 10,121,000 | | \$ 10,121,000 | 100% |
| | Government Relations/Community Engagement | \$ 500,000 | | \$ 500,000 | 100% |
| | | <u>\$ 11,371,000</u> | <u>\$ -</u> | <u>\$ 11,371,000</u> | <u>100%</u> |
| Expenses | | | | | |
| Stipends | Executive Director | \$ 125,000 | \$ 27,053 | \$ 97,947 | 78% |
| | Finance Director | \$ 25,000 | \$ - | \$ 25,000 | 100% |
| | Planning Director | \$ 25,000 | \$ - | \$ 25,000 | 100% |
| | Total Stipends | <u>\$ 175,000</u> | <u>\$ 27,053</u> | <u>\$ 147,947</u> | <u>85%</u> |
| Consultants | Environmental/30% Design | \$ 8,500,000 | \$ 352,800 | \$ 8,147,200 | 96% |
| | Feasability Report | \$ 750,000 | \$ - | \$ 750,000 | 100% |
| | Senior Project Manager | \$ 425,000 | \$ - | \$ 425,000 | 100% |
| | Senior Lead Engineer | \$ 376,000 | \$ - | \$ 376,000 | 100% |
| | Strategic Development Dir | \$ 100,000 | \$ - | \$ 100,000 | 100% |
| | Administrative Assistant | \$ 55,000 | \$ 2,060 | \$ 52,940 | 96% |
| | Lobbying | \$ 500,000 | \$ - | \$ 500,000 | 100% |
| | Total Consultants | <u>\$ 10,706,000</u> | <u>\$ 354,860</u> | <u>\$ 9,851,140</u> | <u>97%</u> |
| Other Direct costs | Legal | \$ 100,000 | \$ 18,794 | \$ 81,206 | 81% |
| | Meeting Materials | \$ 15,000 | \$ 3,242 | \$ 11,758 | 78% |
| | Insurance | \$ 25,000 | \$ 6,844 | \$ 18,156 | 73% |
| | Travel/Mileage/Mis | \$ 20,000 | \$ 5,351 | \$ 14,649 | 73% |
| | Office Remodel | \$ 30,000 | \$ 25,391 | \$ 4,609 | 15% |
| | Caltrans Reimbursement | \$ 200,000 | \$ - | \$ 200,000 | 100% |
| | Union Pacific Reimbursement | \$ 100,000 | \$ - | \$ 100,000 | 100% |
| | Total Other Direct Costs | <u>\$ 490,000</u> | <u>\$ 59,623</u> | <u>\$ 430,377</u> | <u>88%</u> |
| Total Budget | | \$ 11,371,000 | \$ 441,537 | \$ 10,429,463 | 96% |

AGENDA

ITEM 7



Tri-Valley ▲ San Joaquin Valley **REGIONAL RAIL AUTHORITY**

STAFF REPORT

SUBJECT: Cooperative Agreement with Caltrans

FROM: Michael Tree, Executive Director

DATE: April 10, 2019

Action Requested

The recommendation is to approve Resolution R01-2019.

Background/Discussion

Due to construction of Valley Link within the Caltrans right-of-way along the I-580, Caltrans requires a Cooperative Agreement between the Regional Rail Authority and Caltrans to ensure plans are consistent with Caltrans' policy and guidance. The Agreement includes a commitment from the Regional Rail Authority to fund Caltrans up to \$200,000 for work to participate and review and approve project plans.

Fiscal Impact

The Regional Rail Authority budget includes a line item in the amount of \$200,000 for the work envisioned under the Agreement.

Attachments:

- A. Cooperative Agreement
- B. Resolution R01-2019

COOPERATIVE AGREEMENT

This AGREEMENT, effective on _____, is between the State of California, acting through its Department of Transportation, referred to as CALTRANS, and:

Tri-Valley San Joaquin Valley Regional Rail Authority, a special-purpose district, referred to hereinafter as VALLEY LINK.

An individual signatory agency in this AGREEMENT is referred to as a PARTY. Collectively, the signatory agencies in this AGREEMENT are referred to as PARTIES.

RECITALS

1. PARTIES are authorized to enter into a cooperative agreement for improvements to the State Highway System per California Streets and Highways Code, Sections 114 and 130 and California Government Code, Section 65086.5.
2. For the purpose of this AGREEMENT, a project *to provide rail service from the Dublin/Pleasanton BART Station to the approved North Lathrop Altamont Corridor Express (ACE) Station* will be referred to hereinafter as PROJECT. VALLEY LINK desires that a Project Initiation Document (PID) be developed for the PROJECT. The Project Initiation Document will be a Project Study Report - Project Development Support (PSR-PDS).
3. All obligations and responsibilities assigned in this AGREEMENT to complete the following PROJECT COMPONENT will be referred to hereinafter as WORK:
 - PROJECT INITIATION DOCUMENT (PID)

Each PROJECT COMPONENT is defined in the CALTRANS Workplan Standards Guide as a distinct group of activities/products in the project planning and development process.

4. The term AGREEMENT, as used herein, includes this document and any attachments, exhibits, and amendments.

This AGREEMENT is separate from and does not modify or replace any other cooperative agreement or memorandum of understanding between the PARTIES regarding the PROJECT.

PARTIES intend this AGREEMENT to be their final expression that supersedes any oral understanding or writings pertaining to the WORK. The requirements of this AGREEMENT will preside over any conflicting requirements in any documents that are made an express part of this AGREEMENT.

If any provisions in this AGREEMENT are found by a court of competent jurisdiction to be, or are in fact, illegal, inoperative, or unenforceable, those provisions do not render any or all other AGREEMENT provisions invalid, inoperative, or unenforceable, and those provisions will be automatically severed from this AGREEMENT.

Except as otherwise provided in the AGREEMENT, PARTIES will execute a written amendment if there are any changes to the terms of this AGREEMENT.

AGREEMENT will terminate 180 days after PID is signed by PARTIES or as mutually agreed by PARTIES in writing. However, all indemnification articles will remain in effect until terminated or modified in writing by mutual agreement.

5. No PROJECT deliverables have been completed prior to this AGREEMENT.
6. In this AGREEMENT capitalized words represent defined terms, initialisms, or acronyms.
7. PARTIES hereby set forth the terms, covenants, and conditions of this AGREEMENT.

RESPONSIBILITIES

Sponsorship

8. A SPONSOR is responsible for establishing the scope of the PROJECT and securing the financial resources to fund the WORK. A SPONSOR is responsible for securing additional funds when necessary or implementing PROJECT changes to ensure the WORK can be completed with the funds obligated in this AGREEMENT.

PROJECT changes, as described in the CALTRANS Project Development Procedures Manual, will be approved by CALTRANS as the owner/operator of the State Highway System.

9. Valley Link is the SPONSOR for the WORK in this AGREEMENT.

Implementing Agency

10. The IMPLEMENTING AGENCY is the PARTY responsible for managing the scope, cost, schedule, and quality of the work activities and products of a PROJECT COMPONENT.
 - VALLEY LINK is the Project Initiation Document (PID) IMPLEMENTING AGENCY.

The PID identifies the PROJECT need and purpose, stakeholder input, project alternatives, anticipated right-of-way requirements, preliminary environmental analysis, initial cost estimates, and potential funding sources.
11. The IMPLEMENTING AGENCY for a PROJECT COMPONENT will provide a Quality Management Plan (QMP) for the WORK in that component. The QMP describes the IMPLEMENTING AGENCY's quality policy and how it will be used. The QMP will include a process for resolving disputes between the PARTIES at the team level. The QMP is subject to CALTRANS review and approval.
12. Any PARTY responsible for completing WORK will make its personnel and consultants that prepare WORK available to help resolve WORK-related problems and changes for the entire duration of the PROJECT including PROJECT work that may occur under separate agreements.

Funding

13. VALLEY LINK is the only PARTY obligating funds in this AGREEMENT and will fund the cost of the WORK in accordance with this AGREEMENT.

If, in the future, CALTRANS is allocated state funds and Personnel Years (PYs) for PID review or development of this PROJECT, PARTIES will agree to amend this AGREEMENT to change the reimbursement arrangement for PID review.
14. Funding sources, PARTIES committing funds, funding amounts, and invoicing/payment details are documented in the Funding Summary section of this AGREEMENT.

PARTIES will amend this AGREEMENT by updating and replacing the Funding Summary, in its entirety, each time the funding details change. Funding Summary replacements will be executed by a legally authorized representative of the respective PARTIES. The most current fully executed Funding Summary supersedes any previous Funding Summary created for this AGREEMENT.
15. PARTIES will not be reimbursed for costs beyond the funds obligated in this AGREEMENT.

16. Unless otherwise documented in the Funding Summary, overall liability for project costs within a PROJECT COMPONENT will be in proportion to the amount contributed to that PROJECT COMPONENT by each fund type.
17. Unless otherwise documented in the Funding Summary, any savings recognized within a PROJECT COMPONENT will be credited or reimbursed, when allowed by policy or law, in proportion to the amount contributed to that PROJECT COMPONENT by each fund type.
18. WORK costs, except those that are specifically excluded in this AGREEMENT, are to be paid from the funds obligated in the Funding Summary. Costs that are specifically excluded from the funds obligated in this AGREEMENT are to be paid by the PARTY incurring the costs from funds that are independent of this AGREEMENT.

CALTRANS' Quality Management

19. CALTRANS, as the owner/operator of the State Highway System (SHS), will perform quality management work including Independent Quality Assurance (IQA) and owner/operator approvals for the portions of WORK within the existing and proposed SHS right-of-way.
20. CALTRANS' independent quality assurance (IQA) efforts are to ensure that Valley Link's quality assurance results in WORK that is in accordance with the applicable standards and the PROJECT's quality management plan (QMP). An IQA does not include any efforts necessary to develop or deliver WORK or any validation by verifying or rechecking WORK.

When CALTRANS performs IQA it does so for its own benefit. No one can assign liability to CALTRANS due to its IQA.

21. CALTRANS, as the owner/operator of the State Highway System, will approve WORK products in accordance with CALTRANS policies and guidance and as indicated in this AGREEMENT.
22. VALLEY LINK will provide WORK-related products and supporting documentation upon CALTRANS' request for the purpose of CALTRANS' quality management work.

Project Initiation Document (PID)

23. As the PID IMPLEMENTING AGENCY, VALLEY LINK is responsible for all PID WORK except those activities and responsibilities that are assigned to another PARTY in this AGREEMENT and those activities that may be specifically excluded.

24. Should VALLEY LINK request CALTRANS to perform any portion of PID preparation work, except as otherwise set forth in this AGREEMENT, VALLEY LINK agrees to reimburse CALTRANS for such work and PARTIES will amend this AGREEMENT.
25. CALTRANS will be responsible for completing the following PID activities:

| CALTRANS Work Breakdown Structure Identifier (If Applicable) | AGREEMENT Funded Cost |
|---|--------------------------|
| 100.05.10.xx Quality Management | Yes |
| 150.05.05.xx Review of Existing Reports, Data, Studies, and Mapping | Yes |
| 150.25.20 PID Circulation, Review, and Approval | Yes |

26. CALTRANS will provide relevant existing proprietary information and maps related to:

- Geologic and Geotechnical information
- Utility information
- Environmental constraints
- Traffic modeling/forecasts
- Topographic and Boundary surveys
- As-built centerline and existing right-of-way

Due to the potential for data loss or errors, CALTRANS will not convert the format of existing proprietary information or maps.

27. When required, CALTRANS will perform pre-consultation with appropriate resource agencies in order to reach consensus on need and purpose, avoidance alternatives, and feasible alternatives.
28. CALTRANS will actively participate in the Project Delivery Team meetings.
29. The PID will be signed on behalf of VALLEY LINK by a Civil Engineer registered in the State of California.
30. CALTRANS will review and approve the Project Initiation Document (PID) as required by California Government Code, Section 65086.5.

CALTRANS will complete a review of the draft PID and provide its comments to VALLEY LINK within 60 calendar days from the date CALTRANS received the draft PID from VALLEY LINK. VALLEY LINK will address the comments provided by CALTRANS. If any interim reviews are requested of CALTRANS by VALLEY LINK, CALTRANS will complete those reviews within 30 calendar days from the date CALTRANS received the draft PID from VALLEY LINK.

After VALLEY LINK revises the PID to address all of CALTRANS' comments and submits the revised draft PID and all related attachments and appendices, CALTRANS will complete its review and final determination of the revised draft PID within 30 calendar days from the date CALTRANS received the revised draft PID from VALLEY LINK. Should CALTRANS require supporting data necessary to defend facts or claims cited in the revised draft PID, VALLEY LINK will provide all available supporting data in a reasonable time so that CALTRANS may conclude its review. The 30 day CALTRANS review period will be stalled during that time and will continue to run after VALLEY LINK provides the required data.

No liability will be assigned to CALTRANS, its officers and employees by VALLEY LINK under the terms of this AGREEMENT or by third parties by reason of CALTRANS' review and approval of the PID.

Additional Provisions

Standards

31. PARTIES will perform all WORK in accordance with federal and California laws, regulations, and standards; Federal Highway Administration (FHWA) standards; and CALTRANS standards. CALTRANS standards include, but are not limited to, the guidance provided in the:
- CADD Users Manual
 - CALTRANS policies and directives
 - Plans Preparation Manual
 - Project Development Procedures Manual (PDPM)
 - Workplan Standards Guide

Noncompliant Work

32. CALTRANS retains the right to reject noncompliant WORK. VALLEY LINK agrees to suspend WORK upon request by CALTRANS for the purpose of protecting public safety, preserving property rights, and ensuring that all WORK is in the best interest of the State Highway System.

Qualifications

33. Each PARTY will ensure that personnel participating in WORK are appropriately qualified or licensed to perform the tasks assigned to them.

Consultant Selection

34. VALLEY LINK will invite CALTRANS to participate in the selection of any consultants that participate in the WORK.

Encroachment Permits

35. CALTRANS will issue, upon proper application, the encroachment permits required for WORK within State Highway System (SHS) right-of-way. VALLEY LINK, their contractors, consultants, agents and utility owners will not work within the SHS right-of-way without an encroachment permit issued in their name. CALTRANS will provide encroachment permits to VALLEY LINK, their contractors, consultants, and agents at no cost. CALTRANS will provide encroachment permits to utility owners at no cost. If the encroachment permit and this AGREEMENT conflict, the requirements of this AGREEMENT will prevail.

36. The IMPLEMENTING AGENCY for a PROJECT COMPONENT will coordinate, prepare, obtain, implement, renew, and amend any encroachment permits needed to complete the WORK.

Protected Resources

37. If any PARTY discovers unanticipated cultural, archaeological, paleontological, or other protected resources during WORK, all WORK in that area will stop and that PARTY will notify all PARTIES within 24 hours of discovery. WORK may only resume after a qualified professional has evaluated the nature and significance of the discovery and CALTRANS approves a plan for its removal or protection.

Disclosures

38. PARTIES will hold all administrative drafts and administrative final reports, studies, materials, and documentation relied upon, produced, created, or utilized for the WORK in confidence to the extent permitted by law and where applicable, the provisions of California Government Code, Section 6254.5(e) will protect the confidentiality of such documents in the event that said documents are shared between PARTIES.

PARTIES will not distribute, release, or share said documents with anyone other than employees, agents, and consultants who require access to complete the WORK without the written consent of the PARTY authorized to release them, unless required or authorized to do so by law.

39. If a PARTY receives a public records request pertaining to the WORK, that PARTY will notify PARTIES within five (5) working days of receipt and make PARTIES aware of any disclosed public documents. PARTIES will consult with each other prior to the release of any public documents related to the WORK.

Hazardous Materials

40. If any hazardous materials, pursuant to Health and Safety Code 25260(d), are found within the PROJECT limits, the discovering PARTY will notify all other PARTIES within twenty-four (24) hours of discovery.
41. PARTIES agree to consider alternatives to PROJECT scope and/or alignment, to the extent practicable, in an effort to avoid any known hazardous materials within the proposed PROJECT limits.

42. If hazardous materials are discovered within PROJECT limits, but outside of State Highway System right-of-way, it is the responsibility of VALLEY LINK in concert with the local agency having land use jurisdiction over the property, and the property owner, to remedy before CALTRANS will acquire or accept title to such property.

Claims

43. Any PARTY that is responsible for completing WORK may accept, reject, compromise, settle, or litigate claims arising from the WORK without concurrence from the other PARTY.
44. PARTIES will confer on any claim that may affect the WORK or PARTIES' liability or responsibility under this AGREEMENT in order to retain resolution possibilities for potential future claims. No PARTY will prejudice the rights of another PARTY until after PARTIES confer on the claim.
45. If the WORK expends state or federal funds, each PARTY will comply with the Federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards of 2 CFR, Part 200. PARTIES will ensure that any for-profit consultant hired to participate in the WORK will comply with the requirements in 48 CFR, Chapter 1, Part 31. When state or federal funds are expended on the WORK these principles and requirements apply to all funding types included in this AGREEMENT.

Accounting and Audits

46. PARTIES will maintain, and will ensure that any consultant hired by PARTIES to participate in WORK will maintain, a financial management system that conforms to Generally Accepted Accounting Principles (GAAP), and that can properly accumulate and segregate incurred PROJECT costs and billings.
47. PARTIES will maintain and make available to each other all WORK-related documents, including financial data, during the term of this AGREEMENT.

PARTIES will retain all WORK-related records for three (3) years after the final voucher.

PARTIES will require that any consultants hired to participate in the WORK will comply with this Article.

48. PARTIES have the right to audit each other in accordance with generally accepted governmental audit standards.

CALTRANS, the State Auditor, FHWA (if the PROJECT utilizes federal funds), and VALLEY LINK will have access to all WORK -related records of each PARTY, and any consultant hired by a PARTY to participate in WORK, for audit, examination, excerpt, or transcription.

The examination of any records will take place in the offices and locations where said records are generated and/or stored and will be accomplished during reasonable hours of operation. The auditing PARTY will be permitted to make copies of any WORK-related records needed for the audit.

The audited PARTY will review the draft audit, findings, and recommendations, and provide written comments within thirty (30) calendar days of receipt.

Upon completion of the final audit, PARTIES have forty-five (45) calendar days to refund or invoice as necessary in order to satisfy the obligation of the audit.

Any audit dispute not resolved by PARTIES is subject to mediation. Mediation will follow the process described in the General Conditions section of this AGREEMENT.

49. If the WORK expends state or federal funds, each PARTY will undergo an annual audit in accordance with the Single Audit Act in the Federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards as defined in 2 CFR, Part 200.
50. When a PARTY reimburses a consultant for WORK with state or federal funds, the procurement of the consultant and the consultant overhead costs will be in accordance with the Local Assistance Procedures Manual, Chapter 10.

Interruption of Work

51. If WORK stops for any reason, IMPLEMENTING AGENCY will place the PROJECT right-of-way in a safe and operable condition acceptable to CALTRANS.

Penalties, Judgements and Settlements

52. The cost of awards, judgements, or settlements generated by the WORK are to be paid from the funds obligated in this AGREEMENT.
53. Any PARTY whose action or lack of action causes the levy of fines, interest, or penalties will indemnify and hold all other PARTIES harmless per the terms of this AGREEMENT.

GENERAL CONDITIONS

Venue

54. PARTIES understand that this AGREEMENT is in accordance with and governed by the Constitution and laws of the State of California. This AGREEMENT will be enforceable in the State of California. Any PARTY initiating legal action arising from this AGREEMENT will file and maintain that legal action in the Superior Court of the county in which the CALTRANS district office that is signatory to this AGREEMENT resides, or in the Superior Court of the county in which the PROJECT is physically located.

Exemptions

55. All CALTRANS' obligations under this AGREEMENT are subject to the appropriation of resources by the Legislature, the State Budget Act authority, programming and allocation of funds by the California Transportation Commission (CTC).

Indemnification

56. Neither CALTRANS nor any of their officers and employees, are responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by VALLEY LINK, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon VALLEY LINK under this AGREEMENT. It is understood and agreed that VALLEY LINK, to the extent permitted by law, will defend, indemnify, and save harmless CALTRANS and all of their officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by VALLEY LINK, its contractors, sub-contractors, and/or its agents under this AGREEMENT.
57. Neither VALLEY LINK nor any of their officers and employees, are responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon CALTRANS under this AGREEMENT. It is understood and agreed that CALTRANS, to the extent permitted by law, will defend, indemnify, and save harmless VALLEY LINK and all of their officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under this AGREEMENT.

Non-parties

58. PARTIES do not intend this AGREEMENT to create a third party beneficiary or define duties, obligations, or rights for entities not signatory to this AGREEMENT. PARTIES do not intend this AGREEMENT to affect their legal liability by imposing any standard of care for fulfilling the WORK different from the standards imposed by law.
59. PARTIES will not assign or attempt to assign obligations to entities not signatory to this AGREEMENT without an amendment to this AGREEMENT.

Ambiguity and Performance

60. VALLEY LINK will not interpret any ambiguity contained in this AGREEMENT against CALTRANS. VALLEY LINK waives the provisions of California Civil Code, Section 1654.

A waiver of a PARTY's performance under this AGREEMENT will not constitute a continuous waiver of any other provision.

61. A delay or omission to exercise a right or power due to a default does not negate the use of that right or power in the future when deemed necessary.

Defaults

62. If any PARTY defaults in its performance of the WORK, a non-defaulting PARTY will request in writing that the default be remedied within thirty (30) calendar days. If the defaulting PARTY fails to do so, the non-defaulting PARTY may initiate dispute resolution.

Dispute Resolution

63. PARTIES will first attempt to resolve AGREEMENT disputes at the PROJECT team level as described in the Quality Management Plan. If they cannot resolve the dispute themselves, the CALTRANS District Director and the Executive Officer of VALLEY LINK will attempt to negotiate a resolution. If PARTIES do not reach a resolution, PARTIES' legal counsel will initiate mediation. PARTIES agree to participate in mediation in good faith and will share equally in its costs.

Neither the dispute nor the mediation process relieves PARTIES from full and timely performance of the WORK in accordance with the terms of this AGREEMENT. However, if any PARTY stops fulfilling its obligations, any other PARTY may seek equitable relief to ensure that the WORK continues.

Except for equitable relief, no PARTY may file a civil complaint until after mediation, or forty-five (45) calendar days after filing the written mediation request, whichever occurs first.

PARTIES will file any civil complaints in the Superior Court of the county in which the CALTRANS District Office signatory to this AGREEMENT resides or in the Superior Court of the county in which the PROJECT is physically located.

64. PARTIES maintain the ability to pursue alternative or additional dispute remedies if a previously selected remedy does not achieve resolution.

Prevailing Wage

65. When WORK falls within the Labor Code § 1720(a)(1) definition of "public works" in that it is construction, alteration, demolition, installation, or repair; or maintenance work under Labor Code § 1771, PARTIES will conform to the provisions of Labor Code §§ 1720-1815, and all applicable provisions of California Code of Regulations, Title 8, Division 1, Chapter 8, Subchapter 3, Articles 1-7. PARTIES will include prevailing wage requirements in contracts for public work and require contractors to include the same prevailing wage requirements in all subcontracts.

Work performed by a PARTY's own employees is exempt from the Labor Code's Prevailing Wage requirements.

If WORK is paid for, in whole or part, with federal funds and is of the type of work subject to federal prevailing wage requirements, PARTIES will conform to the provisions of the Davis-Bacon and Related Acts, 40 U.S.C. §§ 3141-3148.

When applicable, PARTIES will include federal prevailing wage requirements in contracts for public works. WORK performed by a PARTY's employees is exempt from federal prevailing wage requirements.

Contact Information

CALTRANS

Issa Bouri, Regional Project Manager
111 Grand Ave
Oakland, CA 94612
Office Phone: (510) 286-5220
Email: issa_bouri@dot.ca.gov

TRI-VALLEY SAN JOAQUIN VALLEY REGIONAL RAIL AUTHORITY

Michael Tree, Executive Director
1362 Rutan Court, Suite 100
Livermore, CA 94551
Office Phone: (925) 605 8442
Email: mtree@valleylinkrail.com

SIGNATURES

PARTIES are empowered by California Streets and Highways Code to enter into this AGREEMENT and have delegated to the undersigned the authority to execute this AGREEMENT on behalf of the respective agencies and covenants to have followed all the necessary legal requirements to validly execute this AGREEMENT.

Signatories may execute this AGREEMENT through individual signature pages provided that each signature is an original. This AGREEMENT is not fully executed until all original signatures are attached.

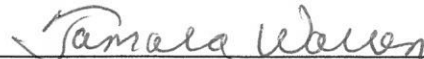
STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION

Helena (Lenka) Culik-Caro
Deputy District Director, Design

VERIFICATION OF FUNDS AND AUTHORITY:

Jeffrey Armstrong
District Budget Manager

CERTIFIED AS TO FINANCIAL TERMS AND POLICIES:


Tamara Warren
HQ Accounting Supervisor

TRI-VALLEY SAN JOAQUIN VALLEY REGIONAL RAIL AUTHORITY

Michael Tree
Executive Director

Attest:

Scott Haggerty
Chair

Approved as to form and procedure:

Mike Conorran
Legal Counsel

FUNDING SUMMARY NO. 01

| <u>FUNDING TABLE</u> | | | |
|-----------------------------|-------------|-----------|---------|
| Source | Party | Fund Type | PID |
| | | | Totals |
| LOCAL | Valley Link | Measure | 200,000 |
| Totals | | | 200,000 |

| <u>SPENDING SUMMARY</u> | | | |
|--------------------------------|----------|-------------|---------|
| Fund Type | PID | | Totals |
| | CALTRANS | VALLEY LINK | |
| Measure | 200,000 | 0 | 200,000 |
| Totals | 200,000 | 0 | 200,000 |

Funding

1. Per the State Budget Act of 2012, Chapter 603, amending item 2660-001-0042 of Section 2.00, the cost of any engineering support performed by CALTRANS towards any local government agency-sponsored PID project will only include direct costs. Indirect or overhead costs will not be applied during the development of the PID document.

Invoicing and Payment

2. PARTIES will invoice for funds where the SPENDING SUMMARY shows that one PARTY provides funds for use by another PARTY. PARTIES will pay invoices within forty-five (45) calendar days of receipt of invoice when not paying with Electronic Funds Transfer (EFT). When paying with EFT, VALLEY LINK will pay invoices within five (5) calendar days of receipt of invoice.
3. If VALLEY LINK has received EFT certification from CALTRANS, then VALLEY LINK will use the EFT mechanism and follow all EFT procedures to pay all invoices issued from CALTRANS.
4. When a PARTY is reimbursed for actual cost, invoices will be submitted each month for the prior month's expenditures. After all PROJECT COMPONENT WORK is complete, PARTIES will submit a final accounting of all PROJECT COMPONENT costs. Based on the final accounting, PARTIES will invoice or refund as necessary to satisfy the financial commitments of this AGREEMENT.

Project Initiation Document (PID)

5. CALTRANS will invoice Valley Link for a \$40,000 initial deposit after execution of this AGREEMENT and forty-five (45) working days prior to the commencement of PID expenditures. This deposit represents two (2) months' estimated costs.

Thereafter, CALTRANS will invoice and VALLEY LINK will reimburse for actual costs incurred and paid.

RESOLUTION NO. R01-2019

* * *

RESOLUTION OF THE BOARD OF DIRECTORS OF THE TRI-VALLEY-SAN JOAQUIN VALLEY REGIONAL RAIL AUTHORITY AUTHORIZING THE BOARD CHAIR, LEGAL COUNSEL AND EXECUTIVE DIRECTOR TO EXECUTE A COOPERATIVE AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF TRANSPORTATION FOR DEVELOPMENT OF A PROJECT INITIATION DOCUMENT

WHEREAS, the Legislature adopted AB 758, establishing the Tri-Valley-San Joaquin Valley Regional Rail Authority (Authority) under California Public Utilities Code Section 132651 *et seq.*, to plan, develop and deliver cost-effective and responsive transit connectivity between the Bay Area Rapid Transit District's rapid transit system in the Tri-Valley and the Altamont Corridor Express commuter rail service;

WHEREAS, under AB 758, the Authority is charged with the preparation and delivery of a Project Feasibility Report to the Legislature by June 30, 2019 to explore the improvement of transit connectivity between the Tri-Valley and San Joaquin Valley;

WHEREAS, in order to carry out such work the Authority intends to work cooperatively with the California Department of Transportation on developing a Project Initiation Document as a necessary Project Component of carrying out the work;

WHEREAS, both the Authority and the California Department of Transportation are authorized to enter into a Cooperative Agreement for improvements to the State Highway System per California Streets & Highways Code, Sections 114 and 130 and California Government Code, Section 65086.5; and

WHEREAS, the Authority desires that a Project Initiation Document (PID) be developed for the proposed project to provide rail service from the Dublin/Pleasanton BART station to the approved North Lathrop Altamont Corridor Express (ACE) station;

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Tri-Valley-San Joaquin Valley Regional Rail Authority hereby authorizes the Board Chair, Legal Counsel and Executive Director to execute a Cooperative Agreement with the California Department of Transportation for the Project Initiation Document project component to provide rail service from

the Dublin/Pleasanton BART station to the approved North Lathrop Altamont Corridor Express (ACE) Station.

APPROVED AND PASSED, this 10th day of April 2019.

ATTEST:

Scott Haggerty, Chair

Michael Tree, Executive Director

AGENDA

ITEM 8



Tri-Valley & San Joaquin Valley **REGIONAL RAIL AUTHORITY**

STAFF REPORT

SUBJECT: Valley Link Project Delivery

FROM: Michael Tree, Executive Director

DATE: April 10, 2019

Action Requested

The recommendation is that the Board approve the inclusion of a civil maintenance responsibility for the Design-Build Concessionaire

Background

The Phase II Feasibility Report for the Valley Link rail project, due July 1, 2019 as mandated by AB 758, must identify “a preferred entity or entities to deliver transit connectivity, including the role each entity will play in planning, designing, financing, constructing, operating, maintaining...necessary to deliver and operate transit connectivity.” At the March 13, 2019 meeting, the Board approved the following recommendations with respect to the selection of a preferred project delivery method:

- Drop the Design-Bid-Build method from further consideration.
- Drop the Construction Manager / General Contractor method from further consideration.
- Adopt the Design-Build method as the minimum approach for project delivery.
- Consider maintenance of the civil infrastructure (e.g. track) for inclusion in the Design-Build contract.
- Defer a decision on including operations and maintenance in the Design-Build contract until further development of the design.
- Defer a decision on including a private equity requirement and financing in the Design-Build contract until sources of funding are confirmed.
- Initiate the drafting of procurement documents after project approval.

At this meeting, further details will be presented by Richard Wolsfeld of AECOM regarding the consideration of including civil maintenance in the Design-Build contract.

Discussion

Including a civil maintenance responsibility in the Design-Build contract would take advantage of performance-based life-cycle costing as well as transfer state of good repair risks to the contractor. A conventional life-cycle profile allows the condition of project assets to decline over time, while the cost of reactive maintenance increases. Unexpected failures

occur more often, requiring major capital works. Major capital expenditures can be costly and disruptive to implement.

With a performance-based life-cycle approach, regular preventative maintenance minimizes the need for major interventions. Major infrastructure maintenance is staged over several years, smoothing out the life-cycle expenditure curve and reducing the peaks of major expenditures. As a result, asset condition as well as the cost to the Authority would remain relatively stable throughout the life of the contract.

In addition to reducing costs, the civil maintenance responsibility would transfer risk from the Authority and encourage the concessionaire to apply innovative approaches to maintenance activities. However, not all contractors offer civil maintenance services, which would reduce competition.

Action

Because of the reduced cost and risk and other benefits, the Board is asked to approve the inclusion of a 30-40 year civil maintenance responsibility for the Design-Build concessionaire, with the requirement that the project's civil infrastructure is turned back to the Authority at the end of the concession period in a "state of good repair".

AGENDA

ITEM 9



Tri-Valley San Joaquin Valley **REGIONAL RAIL AUTHORITY**

STAFF REPORT

SUBJECT: Valley Link Funding Plan

FROM: Michael Tree, Executive Director

DATE: April 10, 2019

Action Requested

There is no action requested by staff at this time. This is an item for discussion only.

Background

At the January 17, 2018 inaugural meeting, the Tri-Valley - San Joaquin Regional Rail Authority adopted the advancement of a work program concept for purposes of expediting the development of cost-effective and responsive transit connectivity between the BART system and ACE rail service in the Tri-Valley region. Assembly Bill 758 that established the Authority, also requires that the Authority develop a plan for how to fund the proposed project concept. Diane Cowin from AECOM will discuss the status of the funding and finance plan, as well as the potential funding sources that are being explored for capital and operations and maintenance costs.

Discussion

Potential Capital Funding Sources

It is estimated that the capital costs Valley Link to provide service from Dublin/Pleasanton BART to North Lathrop will be approximately \$1.8 billion (fiscal year 2018 dollars). \$588 million in funding has been identified for funding from the original BART to Livermore capital allocation. The process for re-allocating the BART to Livermore funds will require working with Alameda County Transportation Commission (Alameda CTC) and Metropolitan Transportation Commission (MTC).

Other capital sources of funding being explored are Senate Bill 1 (SB-1) Transit and Intercity Rail Capital Program (TIRCP), the SB-1 Congested Corridors Program, a new Measure K renewal ("Measure K3"), and capital support from cities/developers for stations. Financing is also being considered.

Potential Operating and Maintenance Funding Sources

It is estimated that the annual operations and maintenance (O&M) cost to provide rail service from Dublin/Pleasanton BART to North Lathrop will be approximately \$25.5 million in 2025 and \$32.9 million in 2033 (which is escalated at an annual rate of 3.2%). Funding sources currently being explored are farebox recovery revenue, formula funding from the Federal Transit Administrations' (FTA) Section 5307 and 5337 funds, Congestion Mitigation and Air Quality Improvement (CMAQ) program funds, I-580 managed lane revenues, and potential O&M revenue from a new Measure K. An analysis of other high and medium priority O&M funding opportunities will be discussed.

AGENDA

ITEM 10



Tri-Valley San Joaquin Valley **REGIONAL RAIL AUTHORITY**

STAFF REPORT

SUBJECT: Valley Link Project Schedule
FROM: Michael Tree, Executive Director
DATE: April 10, 2019

Action Requested

No action

Background

The Phase II Feasibility Report for the Valley Link rail project, due July 1, 2019 as mandated by AB 758, must identify a project schedule. At this meeting, a draft project schedule for environmental, funding commitment, procurement of a Design Build contractor, and completion of construction will be reviewed by Diane Cowin of AECOM.

Discussion

A project schedule for implementation of the Valley Link project has been drafted. This schedule is in draft form and could adjust if certain tasks are accelerated or delayed. The schedule is broken into 5 main tasks:

1. Feasibility Study
2. Design / Environmental
3. Funding
4. Procurement
5. Design / Construction

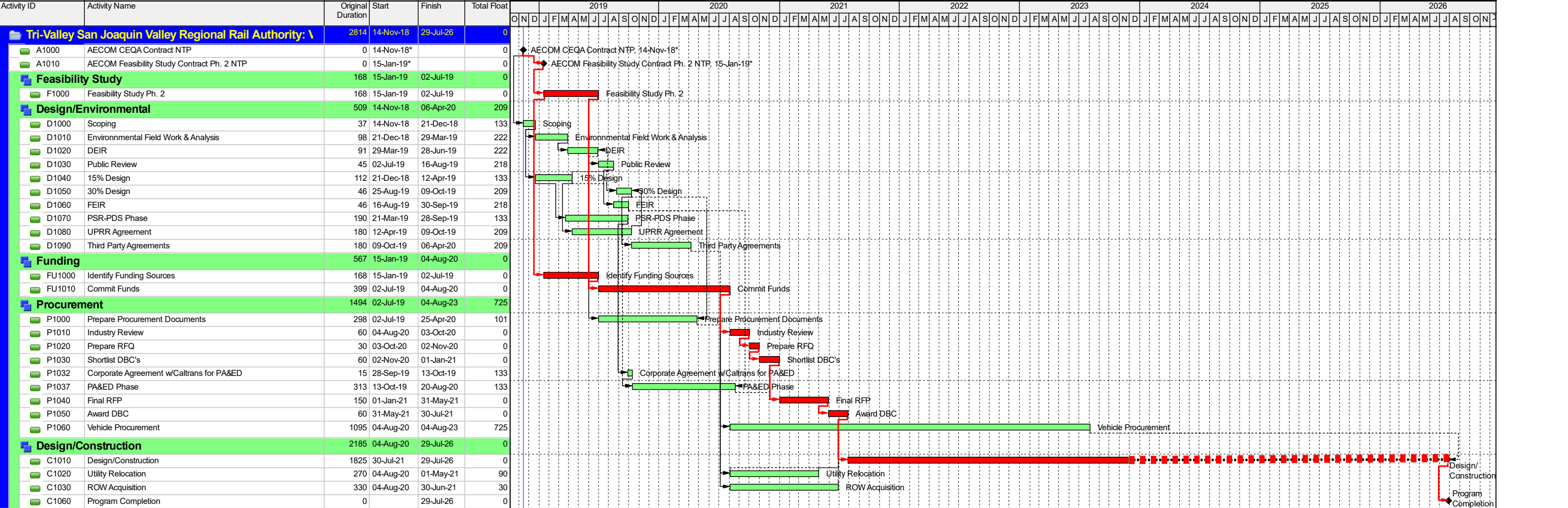
The draft schedule shows completion of the Feasibility Study in June with submittal to Assembly Members and the State by July 1, 2019. The Design / Environmental is anticipated to be complete in Fall 2019. Funding commitments secured by Summer 2020, and Procurement starting with preparation of documents in 2019 and ready for RFQ by 2020. Design and Construction would begin in 2021 with completion sometime between 2023 and 2024 depending on the DB contractors proposed approach.

Action

No action required.

Attachments:

- A. Schedule



AGENDA

ITEM 11



Tri-Valley ▲ San Joaquin Valley
REGIONAL RAIL AUTHORITY

STAFF REPORT

SUBJECT: Update on Outreach for Station Area Plans

FROM: Michael Tree, Executive Director

DATE: April 10, 2019

Action Requested

There is no action requested by staff at this time. This is an item for discussion only.

Background/Discussion

On December 12, 2018, the Board adopted a Sustainability Policy that includes a key policy objective and strategy to work in partnership with communities to identify and incorporate high level priority goals and objectives for individual stations. The policy also includes an objective to encourage community engagement in project planning and decision-making to ensure a meaningful level of participation from disadvantaged communities and households. To meet these objectives, the project team has been coordinating extensively within the project area and to-date has conducted a wide range of events aimed at reaching all sectors of the project communities. These activities have included pop-up events and workshops as well as project briefings and a web-based survey distributed through social media and distribution at community events.

At the April 10, 2019 Board meeting, project staff and consultants will present an update on these outreach events that have occurred to-date and highlight some of the preliminary station survey findings. A plan for advancing future station area planning work is currently under development and being closely coordinated with each of the station area jurisdictions. It is anticipated that an update of this planning and design process may also be ready for review and discussion at the upcoming Board meeting.

Fiscal Impact

There are no fiscal impacts associated with the approval of this action.