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July 14, 2009

City of Oakland Public Works Committee  
Oakland, California

Dear Chairperson Nadel and Members of the Committee:

**RE: Recommendation: Discussion On The Bay Area Rapid Transit's (BART) Design And Construction Proposal, Funding Status, Local Job Projections, And Projected Ridership For The Oakland Airport Connector Project**

The following attachments are submitted as a supplemental for the Public Works Committee Agenda Item 18 on July 14, 2009.

**Attachment A** -- contains images of the elevated system vehicles under consideration for BART's proposed OAC, from BART's Powerpoint presentation on the OAC and "Public Private Partnerships." From November 7, 2008. Full text of this agreement can be found at <http://www.caltransit.org/files/resources/PPP-Parker.ppt>. **(This document is from BART's own materials)**

**Attachment B** -- Contains images and description of another option for a more cost-effective, flexible Connector. The pictures are from the Connector serving Eindhoven Airport in the Netherlands. **(Document submitted by Rebecca Kaplan.)**

**Attachment C** -- consists of pertinent pages from the "Cooperative Agreement Between the San Francisco Bay Area Rapid Transportation District and the City of Oakland Relating to the Oakland Airport Connector." Full text of this agreement can be found at <http://clerkwebsvr1.oaklandnet.com/attachments/13249.pdf>.

**Attachment D** -- titled "On the OAC: What was originally approved, and what is currently proposed?" provides a comparison between the initial voter-approved OAC project, and BART's new proposal **(Document submitted by Councilmember Kaplan.)**

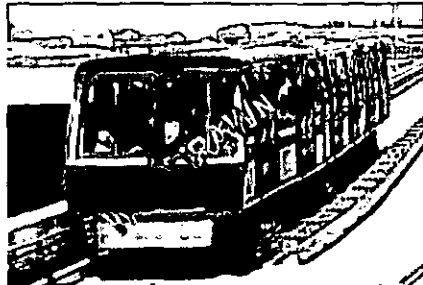
I respectfully submit these items for your review.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Rebecca Kaplan".  
REBECCA KAPLAN  
Councilmember, At-Large



# Pre-qualified Prospective Project Companies & Technologies – Sept. '06



## bbm AiRail Transfer Team

PPC	Balfour Beatty Mgmt Inc & Mitsui
Finance	Citigroup Global/Mitsui/Balfour
Design	STV, Inc.
Civil	Balfour/Shimmick
Systems	Ishikawajima-Harima
O&M	Veolia

## Oakland Airport Access Team

Sumitomo & Tutor-Saliba
NORD/LB & Bank of Tokyo/Mitsubishi
DMJM Harris
Tutor-Saliba/O&G, JV
Mitsubishi
Mitsubishi

## Airport Connector Team

Babcock & Brown
Merrill Lynch & Co. Inc.
Parsons Transportation Inc.
FCI Constructors
Bombardier
Bombardier

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## Attachment A

From BART's Powerpoint presentation at the California Public & Community Transportation Conference, Public Private Partnerships, November 7, 2008

### Yes we can build a better connector.

We can explore options that will allow us to build a rapid, reliable, beautiful, sustainable Airport Connector – and serve key destinations (e.g. major hotels, future Terminal 3).

We can build a connector more cost-effectively, and prevent deep cuts in transit service and prevent hundreds of layoffs among transit workers and loss of service to the public.

We can save money, and use it to fund additional vital priorities, (including building other important projects) which will create more jobs. Instead of charging passengers a prohibitive \$12 round-trip to ride the one stop to the airport as proposed, we could provide service at much lower cost, which would attract more riders.



There are transit systems in use across the world today, which combine the cost-effectiveness and flexibility of buses, with the reliability and amenities usually associated with rail. In Europe, they call these systems "trams with tires." This is an option worth exploring. For one example, see photos of the **Airport Connector serving Eindhoven Airport in the Netherlands**. The Eindhoven Airport Connector uses magnetic guidance for a smooth ride, signal timing systems for speed and reliability, and more. These systems can be designed with sustainable energy systems, including options of zero-emission hydrogen fuel cell, or hybrid-electric models.

- Submitted by Rebecca Kaplan, Oakland, California. [kaplanforoakland@gmail.com](mailto:kaplanforoakland@gmail.com)



PROOFED AND CORRECTED DRAFT: 2/10/06

**COOPERATIVE AGREEMENT**

**BETWEEN**

**THE SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT**

**AND**

**THE CITY OF OAKLAND**

**RELATING TO**

**THE OAKLAND INTERNATIONAL AIRPORT CONNECTOR**

This Agreement (the "Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2006 (the "Effective Date") between the San Francisco Bay Area Rapid Transit District ("BART" or the "District") a California rapid transit district, and the City of Oakland (the "City"), a charter city of the State of California (collectively referred to as the "Parties") for the Oakland International Airport Connector Project ("Project").

**RECITALS**

- A. On March 28, 2002, BART certified a Final Environmental Impact Report ("FEIR") and adopted the Project pursuant to the California Environmental Quality Act ("CEQA") within the City of Oakland as shown on the Project Map appended hereto as Exhibit A. The adopted Project is a three-mile extension of BART passenger services from the Coliseum Station to Oakland International Airport ("OIA"), as described in the Project Limit Map attached hereto as Exhibit A. The projected alignment consists of elevated guideway located primarily in the median of Hegenberger Road between the Coliseum Station and Doolittle Drive, where the guideway crosses under Doolittle and then runs at-grade along Airport Drive until elevating again, over Airport Drive, to reach the OIA terminal area. The Oakland International Airport Connector ("OAC") will be an Automated Guideway Transit ("AGT") system with a dedicated guideway and stations separate from the existing BART system. The adopted Project consists of AGT stations to be constructed at the Coliseum BART station and the OIA terminal area, with the ability to construct two intermediate stations between Edgewater Drive and Doolittle Drive.
- B. BART and the City acknowledge that it will be necessary to develop procedures to ensure careful and continued cooperation between the Parties, including the following: (1)

procedures for finalizing any necessary design and construction options relating to City Infrastructure; (2) procedures for protecting in place and/or relocating certain City-owned facilities; (3) procedures to avoid all unnecessary delays to either the contracting or construction process; (4) procedures for inspecting the construction, relocation, and replacement, as necessary, of City Infrastructure; (5) procedures for conveyance of property interest rights by City to BART; and (6) procedures for securing necessary permits and reimbursement to the City.

- C. BART and the City acknowledge that the work performed under this Agreement shall be in conformance with all applicable Federal and/or State grant conditions and all applicable laws.
- D. The Parties recognize and agree that this Agreement may not reasonably anticipate all aspects of the Project and changes thereto which may occur due to unforeseen circumstances. Accordingly, the Parties acknowledge their respective obligations to act reasonably and in good faith and to modify the terms hereof when necessary to accomplish their mutual goals.
- E. BART and the City agree that this Agreement applies solely to work performed under the Project.

**AGREEMENT**

NOW, THEREFORE, BART and the City, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

**SECTION 1: DEFINITIONS**

The following definitions relate to terms found in the entire Agreement, including, without limitation, all Attachments and Exhibits hereto:

- II. "Request for Proposal" or "RFP" - The invitation to bid, instructions to bidders, forms for the submittal of proposals, drawings, performance criteria, general conditions and supplementary conditions, and all other documents provided to prospective bidders for construction of the Project.
- JJ. "Response Action" - As defined in Section 5:O. of this Agreement.
- KK. "State" - The State of California.
- LL. "SWPPP" - As defined in Section 5:J. of this Agreement.

**SECTION 2: PURPOSE OF THIS AGREEMENT**

The purpose of this Agreement is to define the Parties' respective rights and obligations and ensure cooperation between BART and the City in connection with construction of the Project.

**SECTION 3: CITY REVIEW OF PROJECT PLANS AND SPECIFICATIONS**

BART will administer the design, construction, and operation of the Project and employ a design-build procurement project delivery method, whereby BART will issue design criteria and preliminary design drawings for the Project, and the final plans, drawings, documents, construction, and testing will be completed by BART's design-build contractor.

A. Review of Request for Proposals

Prior to issuing the Request for Proposals ("RFPs") for the Project, BART will provide to City the Request for Proposal documents for its review and comments.

The City will provide its comments, in writing, within 15 working days of receiving the final draft of the RFP. Should BART not incorporate all or any portion of the City's comments into the RFP, BART shall provide the City with written reasons as to why the comments are not being included. BART will

secure the City's written concurrence for any changes related to the City's infrastructure that are not included as requested.

B. City Review of Construction Plans

Prior to construction of any phase or portion of the Project within the City right-of-way, BART will provide the City for review and approval, which approval shall not unreasonably be conditioned, delayed or withheld, 9 sets of proposed Construction Plans, as set forth below, for all work requiring Rearrangement of City Infrastructure. The Construction Plans will include drawings of elements of the Project as they relate to City Infrastructure, together with drawings showing any necessary relocations of City Infrastructure (including but not limited to facilities, utilities, landscaping and appurtenances). City review and approval of the Construction Plans shall be limited to elements of the Project directly affecting City Infrastructure and/or appurtenances owned by or which will be conveyed to the City pursuant to the terms and conditions of this Agreement. Review and approval of the Construction Plans for Rearrangement of City Infrastructure will be based upon applicable City design standards, design guidelines, standard details, and the Oakland Municipal Code ("OMC"), including but not limited to OMC Chapter 12.12 of the Standard Specifications for Public Works Construction, and the Standard Details for Public Works Construction current at the time the construction contract for the Project is advertised. City review and approval of Construction Plans will also include fire life safety elements as they relate to the stations, guideway, and maintenance facility.

The City shall respond in writing to BART with approval or disapproval of the Construction Plans, and with comments, no later than 15 working days from the



## On the OAC: What was originally approved, and what is currently proposed?

	<u>Original OAC Proposal</u>	<u>Today's BART OAC Proposal</u>
<b>Riders Per Day</b>	13,540	3,800 – 4,600
<b>Cost</b>	\$130 million	\$550 million
<b>Speed</b>	45 mph	30 mph
<b>Economic revitalization</b>	Includes revitalization of Hegenberger corridor, and service to planned Hotel site and business site (2 intermediate stops included).	Excludes revitalization of Hegenberger corridor as a project goal, and no service to hotel or business sites. (No intermediate stops, and only one possible could be added later).
<b>“Seamlessness” – ease of walking to connection</b>	Described as “seamless” connection from BART, includes direct walkway from Connector into Airport	Patrons must go upstairs to another separate platform level from BART to board Connector. No walkway to airport. Patrons must go downstairs from Connector elevated platform when arriving at airport, and then walk outdoors with luggage across numerous lanes of traffic to get into airport.
<b>Passenger Fare</b>	\$2 each way	\$6 each way
<b>Other cuts and layoffs used to fund OAC</b>	No cuts to other service; the cost of Connector to be covered by specified project funding.	<ul style="list-style-type: none"> <li>- Cuts of at least \$70 million from funds that would otherwise go to local transit service, <b>layoffs of transit workers</b>, and cuts in other BART service and increases in BART fares to help fund Connector.</li> <li>- Deferral/reduction in airport improvement plans (Terminal 1 renovation) to fund Connector.</li> </ul>