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Amendment No. 8

To

Contract No. 10-PCJPB-S-025

Rail Operations, Maintenance, and Support Services

Contractor: TransitAmerica Services, Inc.

THIS EIGHTH AMENDMENT modifies the Agreement for provision of Rail Operations, Maintenance, and Support Services ("Agreement"), which was effective October 1, 2011, by and between the Peninsula Corridor Joint Powers Board ("JPB") and TransitAmerica Services, Inc. ("CONTRACTOR"), a Missouri Corporation located at P.O. Box 555, 600 South Riverside Road, St Joseph, MO 64502, (the "Parties").

WHEREAS, the Parties entered into the Agreement whereby the CONTRACTOR provides Caltrain rail operations, maintenance, and support services; and

WHEREAS, on February 24, 2012, the Agreement was amended to revise the Mobilization, Transition and Start-Up schedule, revise the Service Date, and modify the compensation and payment schedule (Amendment No. 1); and

WHEREAS, on October 1, 2012, the Agreement was amended further to revise the manner of payment provision, revise the method of calculating the CONTRACTOR's Direct Costs with regard to Employee Benefit and Injury Costs and increase the scope of services the CONTRACTOR provides under the Basic Service Plan (Amendment No. 2); and

WHEREAS, on January 28, 2013, the Agreement was amended to memorialize the FY13 Budget overrun mitigation plan and change the Notice provision to update the CONTRACTOR's contact information (Amendment No. 3); and

WHEREAS, on March 17, 2017, the Agreement was amended to exercise the Agreement's five one-year options terms, clarify the CONTRACTOR's fixed capital overhead rate, modify the CONTRACTOR's G&A rate, modify the Agreement's performance fee metrics, and modify the CONTRACTOR's scope of services to realize cost efficiencies (Amendment No. 4); and

WHEREAS, on March 12, 2021, the Agreement was amended to extend the Agreement through June 30, 2027, and modify the CONTRACTOR's G&A rate, modify the Agreement's performance fee metrics, and modify the CONTRACTOR's scope of services to realize cost efficiencies (Amendment No. 5); and

WHEREAS, on January 25, 2023, the Agreement was amended to reflect the JPB's purchase of Federal Employees Liability Act ("FELA") Insurance pursuant to Section 13(A)(1)(a)(3)(i) of the Agreement which authorizes the JPB to analyze and implement alternative compensation strategies for FELA costs (Amendment No. 6); and

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WHEREAS, on August 29, 2023, the Agreement was amended to reflect the increase in the total coverage of FELA insurance purchased by the JPB from \$50,000,000 to \$100,000,000 (Amendment No. 7); and

WHEREAS, the Parties have reviewed the Scope of Services to the Agreement as amended in the Amended and Restated Scope of Services, Part 2 – Scope of Work, and determined the description of Segments 3 and 4 and scope of work for the Intermediate Milestone No. 1 of the Peninsula Corridor Electrification Project (PCEP) requires correction and clarification. Intermediate Milestone No. 1 includes the following Segment 3 and Segment 4 corridor limits: North Limit is MP 33.50 (at CP Mayfield), and the South Limit is MP 47.93, and the PCEP project Intermediate Milestone No. 1 includes energizing JPB's test track Drill Track and CEMOF; and

WHEREAS, the Parties wish to amend the Agreement to memorialize the correction and clarification in the amended language as described below.

NOW THEREFORE, THE PARTIES AGREE to amend the Agreement as follows:

1. Paragraph (e)(i) of subdivision (3) of Section 2.2.A of Part 2 – Scope of Services, is amended by deleting the section and replacing it with:

e. PCEP-Related Activities

TASI will be performing maintenance work for systems and infrastructure completed as part of PCEP as follows.

i. PCEP Segments 3 and 4 Maintenance

The PCEP project Intermediate Milestone No. 1 contains energizing JPB's test track Drill Track and CEMOF. The Work includes Traction Power Sub-Station No. 2 (TPS2), Paralleling Stations No. 5 and No. 6 and all Overhead Catenary System (OCS), traction power, rail signaling, SCADA and communication systems including interconnection with JPB central control - all contained within the following Segment 3 and Segment 4 corridor limits: North Limit is CP Mayfield at MP 33.50, and the South Limit is MP 47.93. Upon substantial completion of Intermediate Milestone No. 1, TASI will be required to maintain the test segment during the remaining testing and exercise phase for the Electrical Multiple Units (EMUs). TASI will perform the following maintenance and support service to include infrastructure being installed as a part of the PCEP contract for Milestone 1. Maintenance will encompass 24/7 operation and support of the traction power system:

- Hire and train qualified personnel (field and office) to operate the power system through SCADA;
- Provide 24/7 power desk coverage post completion of Milestone No. 1;
- Hire and train qualified personnel (field and office) to maintain the OCS, traction power facilities in Milestone 1 after completion of Milestone No. 1 and prior to substantial completion of the PCEP project;
- Perform safety training for all Staff on property;
- Maintain the wayside signals once they are successfully cutover for beneficial use;
- Procure and operate additional equipment/material required to operate and maintain the OCS and traction power systems;

- Maintenance of OCS and TPS including TP return systems, wayside power cubicles, grounding/bonding systems and Pantographs;
- Additional training required for personnel in support of EMU testing and Acceptance;
- Support Caltrain Rail Operations and maintenance on EMU unloading, type testing, exercises, burning and vehicle acceptance;
- Support EMU PTC field integrated testing and qualification testing;
- All training required for personnel to operate and maintain the EMUs;
- Maintenance of EMUs once after Caltrain acceptance;
- Develop response plan for any emergency, failures and traction power outages;
- Support Caltrain Operations on developing or updating operating rules and procedures; and
- Support Caltrain Maintenance on developing maintenance manuals and job plans.

2. Except for those changes expressly specified in this Amendment No. 8, all other provisions, requirements, conditions, and sections of the underlying Agreement, as previously amended, shall remain in full force and effect.


On behalf of the JPB

Signed: 

Name: Michelle Bouchard

Title: Executive Director

Date: 1/18/24

Approved as to form: 

Name: James C. Harrison

Title: Counsel for the JPB

Date: 01/18/2024

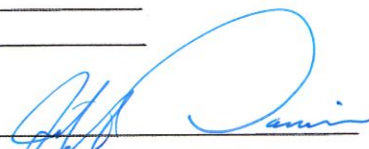
On behalf of TASI

Signed: 

Name: C. Scott Perry

Title: President

Date: 01/23/2024

Approved as to form: 

Name: Jeff Davidson

Title: General Counsel

Date: 1-23-2024