

Amendment No. 5

To

Contract No. 10-PCJPB-S-025

Rail Operations, Maintenance, and Support Services

Contractor: TransitAmerica Services, Inc.

THIS FIFTH 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 will provide 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 will provide 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 option 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 in order to realize cost efficiencies ("Amendment No. 4"); and

WHEREAS, the parties now desire to further amend the Agreement to extend the term an additional five years, modify the compensation provisions, and modify the CONTRACTOR's scope of services.

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

1. Section 3 of the Agreement, Term of the Agreement, is amended by the fourth paragraph as follows:

In accordance with the Fifth Amendment, commencing July 1, 2022, the Agreement will be extended through June 30, 2027.

2. Section 7 of the Agreement, Compensation, is amended by adding the following subsections F and G, "G&A Rate Applicable During Agreement Extension July 1, 2022 through June 30, 2027":

F. G&A Rate Applicable During Agreement Extension July 1, 2022 through June 30, 2027

During the Agreement extension July 1, 2022 through June 30, 2027, CONTRACTOR's General and Administrative Overhead Costs (G&A rate), for all services provided pursuant to this Agreement, shall be as follows:

A combination of a fixed component escalating at CPI plus a percentage. \$2.8 million annually, escalated at CPI (range below), plus (b) 2.8% of actual expenditures. Note - the BASE \$2.8 million to be escalated annually pinned to CPI with an annual minimum of 2.5% and maximum of 5.0%.

G. Performance Fee Applicable During Agreement Extension July 1, 2022 through June 30, 2027

During the Agreement extension through June 30, 2027, CONTRACTOR's Performance Fee, for all services provided pursuant to this Agreement, shall be as follows:

A combination of a fixed component escalating at CPI plus a percentage. \$2.8 million annually, escalated at CPI (range below), plus (b) 2.8% of actual expenditures. Note - For CPI, there shall be a floor of 2.5% and a cap of 5.0% per year.

3. Effective July 1, 2022, Exhibit A, Part 2, Scope of Services, is deleted and replaced in its entirety as the attached Amended and Restated Scope of Services ("Attachment A").

4. Effective, July 1, 2022, Attachment C of the Agreement, Performance Fee Program, is deleted in its entirety and replaced with the attached revised Performance Fee Program ("Attachment B").

Except for those changes expressly specified in this Fifth Amendment, all other provisions, requirements, conditions, and sections of the underlying Agreement, as previously amended, shall remain in full force and effect.

**PENINSULA CORRIDOR
JOINT POWERS BOARD:**

Signature: _____

Print: Jim Hartnett

Title: Executive Director

Date: _____

ATTEST:

By: _____
Agency Secretary

Approved As To Form:

By: _____
Attorney for the Agency

**TRANSITAMERICA
SERVICES, INC.:**

Signature: _____

Print: C. Scott Perry

Title: President

Date: _____

Signature: _____

Print: Louis Litten

Title: Secretary

Date: _____