



JPB Finance Committee
Meeting of August 4, 2025

Supplemental Reading File

Subject

1. Item 14 Additional Material: Station Use Agreement

STATION USE AGREEMENT

This Station Use Agreement (Agreement) is entered into this ___ day of August, 2025, between the Peninsula Corridor Joint Powers Board (JPB) and the Capitol Corridor Joint Powers Authority (CCJPA). JPB and CCJPA are sometimes individually referred to herein as a "Party" and collectively referred to herein as the "Parties".

WHEREAS, the JPB is the owner of certain station facilities, including the platforms at the San Jose Diridon Station located at 65 Cahill St. San Jose, California 95110 (hereinafter referred to as the Station); and

WHEREAS, the JPB and the Union Pacific Railroad Company (UPRR) are parties to the December 20, 1991 Trackage Rights Agreement — Peninsula Main Line and Santa Clara/Lick Line (1991 Trackage Rights Agreement), whereby the UPRR retains a perpetual and exclusive easement in trackage rights over certain JPB properties, including the right of way that passes next to the Station, for the provision of intercity rail passenger service; and

WHEREAS, CCJPA's CONTRACTOR, National Railroad Passenger Corporation (Amtrak) referred to herein as a "CONTRACTOR", currently operates certain intercity rail passenger trains in the Capitol Corridor (Capitol Corridor Service) pursuant to an agreement with the UPRR to utilize the rights held by UPRR to operate intercity passenger service under the Trackage Rights Agreement, and pursuant to a state-supported annual operating contract with the CCJPA, the administrative agency responsible for the capital funding and operation of the Capitol Corridor Service.

WHEREAS, CONTRACTOR also currently operates intercity rail passenger trains that stop at the Station (Coast Starlight Service) and CONTRACTOR and the JPB are parties to the 1998 Interim Agreement, as amended, providing for CONTRACTOR's use of the Station for such service (the "Interim Agreement"); and

WHEREAS, CONTRACTOR and the JPB are also parties to an April 10, 1995, agreement pertaining to parking facilities at the Station (the Parking Agreement), and a July 2, 1996 agreement pertaining to overnight equipment storage at the Station (the Equipment Storage Agreement); and

WHEREAS, the Parties desire to execute this Agreement and to replace the 1996 Equipment Storage Agreement, the Parking Agreement, and the Interim Agreement with this Agreement; and

WHEREAS, in a decision effective April 14, 2012, the Surface Transportation Board (STB) adopted a costing methodology to meet the requirements of Passenger Rail Investment and Improvement Act of 2008 (PRIIA) Section 209 (the Agreed 209 Methodology), and such Agreed 209 Methodology governs the amounts CCJPA would owe to CONTRACTOR for operation of the Capitol Corridor Service, including the costs relating to this Agreement.

WHEREAS, CONTRACTOR, JPB, and CCJPA are parties to a November 18, 2010, agreement pertaining to the Project Benefits/Service Outcomes Agreement for Publicly-Funded Intercity Rail Investments on a Host Railroad (the ARRA Agreement). Section 4 of the ARRA Agreement states that this Agreement shall be substantially similar to the Interim Agreement.

WHEREAS, CONTRACTOR, JPB, and CCJPA are parties to a May 25, 2012, agreement permitting right of entry for CONTRACTOR, and its contractors, to enter the Station (the Permit Agreement). The Permit Agreement shall not be superseded by this Agreement. To the extent that there is a conflict between this Agreement and the Permit Agreement, this Agreement will take precedence.

WHEREAS, the Station Building, and a portion of the JPB-owned property surrounding it, are subject to a historic preservation covenant managed by the South Bay Historical Railroad Society (SBHRS).

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound hereby, agree as follows:

1. **Incorporation of Recitals.** The forgoing recitals are hereby incorporated in full into and as a part of this Agreement by this reference.
2. **Station Use.** The JPB hereby grants CCJPA the non-exclusive right to use and access the areas of the Station, including all appurtenant structures or properties owned or controlled by the JPB and required for provision of the current level of intercity passenger rail service (i.e. Capitol Corridor Service). The current level of intercity passenger rail service is set forth in Exhibit C. CCJPA's right to use and access the Station includes:
 - (i) reasonable passenger ingress and egress,
 - (ii) overnight equipment storage as described with more particularity in Exhibit A. Maintenance, servicing, and inspection of the stored equipment is performed pursuant to the Permit Agreement.
 - (iii) Pursuant to Section 2 of the Interim Agreement, CONTRACTOR has had certain obligations specifically with regard to the Track One Platform. All such obligations are included in the Station Use Fee described in Section 3.A. This Agreement pertains to Station use and does not affect train movement. The JPB will continue to dispatch all trains consistent with dispatching priorities set at the JPB's sole discretion, in order to ensure efficient operation of all parties' services.
3. **Compensation.**

- a. Station Use. CCJPA will pay to the JPB an annual fee for the use and maintenance of the Station (Station Use Fee). The Station Use Fee is based on the number of times Capitol Corridor Service trains stop at the Station, as compared to the total commuter train stops at the Station, as calculated on an annual basis (Proportional Use). As of the Commencement Date of this Agreement, the annual Station Use Fee rate is \$100,594.90. A worksheet demonstrating the basis for calculating the Station Use Fee as of the Commencement Date based on the Costs and Proportional Use is described in Exhibit B.
- b. Overnight Equipment Storage. CCJPA will pay to the JPB an annual fee for the overnight storage of equipment as described in Exhibit A ("Equipment Storage Fee"). As of the Commencement Date of this Agreement, the Equipment Storage Fee will be at the rate of \$30 per railcar or locomotive ("Units") per 24-hour period. The exact number of Units will vary over time. It is presently estimated that CCJPA will store an average of 6 Units per day, or an average of 190 Units per month. The estimated annual Equipment Storage Fee is therefore \$68,400.
- c. Exhibit E. (O&M and Equipment Storage Payment Schedule) is included to summarize the FY26-FY30 payments for O&M and Equipment Storage charges.

4. Manner of Payment.

- a. Annual Fee. The Annual Fee is the sum of the Station Use Fee and the Equipment Storage Fee. As of the Commencement Date (as defined in Section 5.b below) of this Agreement, the estimated Annual Fee is \$140,829.08 for the prorated 10 month period in FY26 beginning on September 1, 2025. The estimated Annual Fee thereafter, for the period beginning July 1, 2026, is \$168,994.90. The Annual Fee is subject to annual adjustment beginning on July 1, 2026 as provided for in Section b below. The JPB shall invoice CCJPA quarterly, in arrears, one-fourth of the Annual Fee. The Equipment Storage Fee will be trued up in Q4 according to the exact number of Units stored between September 1st and June 30th for FY26, and between July 1st and June 30th for FY27-FY30.

- (i) The JPB shall send invoices to:

Capitol Corridor Joint Powers Authority
2150 Webster St, 3rd Floor
Oakland CA 94612
Attn: Managing Director

- (ii) CCJPA shall pay the JPB's quarterly invoice within 30 days of receipt of an acceptable invoice. Payment shall be made to:

Peninsula Corridor Joint Powers Board.
Attn: Accounts Receivable
1250 San Carlos Ave
San Carlos CA 94070-1306

- b. Adjustments. The Annual Fee shall be adjusted annually effective on July 1 upon 60 days written notice from the JPB to CCJPA based on changes to the Station Use Fee or the Equipment Storage Fee.
- (i) The Station Use Fee shall be adjusted on an annual basis, depending on the calculations set forth in Exhibit B, namely a change in either (i) the actual Costs incurred by JPB during the previous year or (ii) a change in the Annual Proportional Use.
 - (ii) The Equipment Storage Fee shall be adjusted based on a change in the number of Units stored in the previous year plus an inflationary adjustment calculated per the most recently published 12-month CPI-U San Francisco Area percent change in the per-Unit fee.
 - (iii) Written notice of any adjustment to the Annual Fee will include an accounting demonstrating the basis for any adjustment.
 - (iv) If CCJPA disputes an invoice or disputes the JPB's basis for any adjustment to the Annual Fee, the Parties agree to meet and confer in good faith to resolve any dispute over any amount owed, including any adjustment to the Annual Fee. The JPB will make all reasonable efforts to explain its accounting and/or to respond to questions and requests for clarification by CCJPA. CCJPA may also exercise the audit rights under Section 4.c and propose a different payment amount or adjustment to the Annual Fee as a result of any such audit.
- c. Audit Rights.. CCJPA, and its respective agents, designees and accountants shall have the right at any time or from time to time for up to five (5) years after this Agreement is terminated, and after advance notice to JPB, to make any examination or audit of JPB's books and records which relate in any way to the Station. If it is determined that the Costs, or any other charges to CCJPA, as applicable are in error or do not reflect actual Costs, then JPB shall pay any overpayment to CCJPA, who in turn will provide to CCJPA the proportionate share of overpayment reimbursement that would be prescribed by the terms of Exhibit B attached hereto and incorporated herein.

5. Term.

- a. The term (Term) of this Agreement shall commence on the "Commencement Date" and remain in effect through June 30, 2030, with the option to extend for five years, unless any Party terminates the Agreement, in whole or in part. The option to extend for five years must be agreed to in writing by both parties three months prior to the end of the term of the Agreement. Termination of rights to

use and access the Station require at least one (1) year written notice to all Parties. Termination of the right to use overnight equipment storage areas requires at least 90 days written notice to all Parties. Upon such notice of termination, the Parties agree to meet and confer to determine the procedures to be followed to effectuate termination, including payment of any pro-rata share of the Annual Fee due.

- b. The "Commencement Date" shall be September 1, 2025.
- c. The total value for the four-year and 10-month period of this contract is estimated to be \$816,808.68.

6. Liability.

- a. Liability for personal injury (including bodily injury and death) to, or property damage suffered by (i) a Party, (ii) a contractor of a Party; (iii) agent of a Party; (iv) an employee of a Party while in the course of employment or while traveling to or from employment or (v) an invitee of a Party, shall be the responsibility of and borne and paid solely by that Party regardless of the cause of such loss or the fault of the Party. For purposes of this paragraph, an invitee includes any person, other than a contractor of a Party, agent of a Party or employee of a Party while in the course of employment or while traveling to or from employment, who (i) is at the Station before or after entering or leaving a train operated by or for the account of such Party, or (ii) is at or adjacent to the Station for the purpose of meeting, dropping off, or picking up a persons meeting the criteria of the preceding clause (i). For purposes of this Agreement, any other transportation service using the Station (e.g. ACE) and its contractors, agents, employees or invitees shall be considered an invitee of JPB.
- b. Liability for personal injury (including bodily injury and death) to, or property damage suffered by, a person who is not a Party, contractor, agent, employee or invitee of a Party shall be the responsibility of and borne by a Party in proportion to its relative degree of fault.
- c. All costs and expenses incurred in connection with the investigation, adjustment, and defense of any claim or suit shall be included as part of the liability for which responsibility is assumed under the terms of this Section 6, including salaries, wages, and associated benefits of, and out-of-pocket expenses incurred by or with respect to, employees of a Party engaged directly in such work and a reasonable amount of allocated salaries and wages of employees providing support services to the employees so engaged directly in such work.

7. Indemnification.

- a. Scope of Indemnification. In any case where a Party is required under the provisions of Section 6 to bear a loss or liability, it shall pay, satisfy and discharge such liability and all judgments that may be rendered by reason

thereof and all costs, charges and expenses incident thereto, and such Party, shall forever indemnify, defend and hold harmless the other Party and its directors, officers, agents, employees, shareholders, parent corporation and affiliated companies or governmental entities from, against and with respect to any and all liabilities which arise out of or result from the incident giving rise thereof. If a Party asserts that another was guilty of Excluded Conduct as defined in 6.b below and denies liability for indemnification of the other Party based thereon, the Party asserting such Excluded Conduct shall have the burden of proof in establishing such conduct. It is the intent of the Parties that the indemnification provisions of this Section 6 shall apply to both the passive negligence and the active negligence of an indemnified Party.

- b. Excluded Conduct. "Excluded Conduct" shall mean (i) conduct constituting a reckless or wanton disregard of the probable results of such conduct, (ii) willful misconduct, or (iii) conduct which would permit the award of exemplary or punitive damages. No Party shall be indemnified for any liability resulting from its own Excluded Conduct, or the Excluded Conduct of its contractors, agents, employees or invitees, and in any such case such Party shall be responsible for and bear loss or liability in proportion to its relative degree of fault and such Party shall be responsible for and bear all exemplary or punitive damages, if any, resulting from its Excluded Conduct. If any of the provisions of this Section 6 would otherwise indemnify a Party against liability, loss or damage that would be prohibited by or unenforceable under the laws of the State of California (including a determination that indemnification under the circumstances involved is against the public policy of the state), the indemnity provided by such provision shall be deemed to be limited to and operative only to the maximum extent permitted by law. Without limitation, if it is determined that any law or public policy of the State of California prohibits the indemnification of a Party for its own sole negligence in any instance covered by this Agreement, those provisions shall be deemed to exclude indemnification for such Party's sole negligence but to permit full indemnification if more than one of the Parties were negligent. In the case of any liability for which the provisions of this Section 6 would prevent the indemnification of a Party, such Party shall be responsible for and bear such liability, loss or damage.
- c. Procedure.
 - (i) If any claim or demand shall be asserted by any person against an indemnified Party under this Agreement, the indemnified Party shall, within thirty (30) days after notice of such claim or demand, cause written notice thereof to be given to the indemnifying Party, provided that failure to notify the indemnifying Party shall not relieve the indemnifying Party from any liability which it may have to the indemnified Party under this Agreement, except to the extent that the rights of the indemnifying Party are in fact prejudiced by such failure. If any such claim or demand shall be brought against the indemnified Party, the indemnifying Party shall have the right, at its own expense, to control (including the selection of counsel reasonably

satisfactory to the indemnified Party) or to participate in the defense of, negotiate or settle, any such claim or demand, and the Parties hereto agree to cooperate fully with each other in connection with any such defense, negotiation or settlement. In any event, the indemnified Party shall not make any settlement of any claims which might give rise to liability on the part of the indemnifying Party under this Agreement without the prior written consent of the indemnifying Party, which consent shall not be unreasonably withheld, conditioned, or delayed. If any claim or demand relates to a matter for which the Parties, under the terms of this Agreement are to share liability equally or in proportion to their relative degree of fault, each Party shall be entitled to select its own counsel and defend itself against the claim at its own expense, and neither Party shall make any settlement of any such claims without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed.

- (ii) Subject to Section 7.c.i above, on each occasion that the indemnified Party shall be entitled to indemnification or reimbursement under this Agreement, the indemnifying Party shall, at each such time, promptly pay the amount of such indemnification or reimbursement. If the indemnified Party shall be entitled to indemnification under this Agreement and indemnifying Party shall not elect to control any legal proceeding in connection therewith, the indemnifying Party shall pay to the indemnified Party an amount equal to the indemnified Party's reasonable legal fees and other costs and expenses arising as a result of such proceeding.
- (iii) Any dispute between the Parties as to the right to indemnification or the amount to which it is entitled pursuant to such right with respect to any matter shall be submitted to dispute resolution as provided in Section 15 of this Agreement.
- (iv) These indemnity terms shall survive termination of this Agreement.

8. **Insurance.** CCJPA will maintain insurance coverage as described in Exhibit D for the full duration of the term of this Agreement.

9. **Notices.** Any notices, communications and payments deemed by any Party to be necessary or desirable to be given to the other Parties shall be in writing and shall be sent concurrently via electronic communication with read-receipt features activated and personally delivered or mailed first class, certified or registered mail, postage prepaid and shall be deemed delivered on the date of delivery, if personally served or two days after it is deposited in the U.S. Mail as provided above, when mailed to the other Parties, addressed as follows:

If to the JPB: Peninsula Corridor Joint Powers Board
1250 San Carlos Avenue
San. Carlos, CA 94070
Attn: Rail Contracts & Budget

With a copy to: James C. Harrison, General Counsel
Olson Remcho LLP
555 Capitol Mall, Suite 400
Sacramento CA 95814

If to CCJPA: Capitol Corridor Joint Powers Authority
2150 Webster St, 3rd Floor
Oakland CA 94612
Attn: Managing Director

- 10. Binding Effect.** The Parties intend this Agreement to be a binding agreement among them, legally enforceable in a court of law.
- 11. Heading.** The section headings herein are for convenience only and are not to be construed as modifying or governing the language in the section referred to.
- 12. Severability.** Should any part, term or provision of this Agreement be decided by the courts to be illegal or in conflict with any law of the State, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining portions or provisions shall not be affected thereby.
- 13. Entire Understanding.** This Agreement constitutes the entire understanding of the Parties with respect to its subject matter as of the date hereof; and supersedes any prior or contemporaneous oral or written understandings and agreements between the Parties on the same subject. In particular, the Interim Agreement, the Parking Agreement and the Equipment Storage Agreement are replaced with this Agreement and are of no force as of the Commencement Date.
- 14. Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed a single Agreement.
- 15. Assignment; Successors.** This Agreement shall be binding upon and shall inure to the benefit of the Parties, their respective successors and any permitted assigns. No Party may assign any right or obligation hereunder without the prior written consent of the other Parties.
- 16. Dispute Resolution.** Any controversy, claim or dispute arising out of or related to the interpretation, construction, performance or breach of this Agreement, which cannot be resolved by the Parties, shall be submitted to mediation in the County of San Mateo, California, administered by the American Arbitration Association under its Commercial Mediation Rules. Mediation shall proceed and continue until such time as the matter is either resolved or the mediator finds or the Parties agree that mediation should not continue. If the Parties cannot resolve the controversy, claim or dispute through the mediation process described above, the matter may, by agreement among the Parties, be settled by arbitration in the County of San

Mateo, California, administered by the American Arbitration Association Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. All direct costs and expenses of mediation and arbitration shall be borne equally by the Parties; all costs and expenses of each Party other than those for payment of the mediator or arbitrator(s) and/or mediation or arbitration facilities shall be borne and paid for by the Party that incurs such expenses.

17. **Attorneys Fees.** In the event legal proceedings (other than mediation and arbitration) are instituted, including to enforce a settlement agreed to in mediation or an arbitration decision, the prevailing Party in said proceeding shall be entitled to its costs of such proceedings, including reasonable attorneys fees, in addition to any other relief to which it may be entitled.
18. **Utilities.** JPB shall make all arrangements for the provision of and pay for all utilities necessary for the operation of the Station.
19. **Maintenance, Repair and Services.** JPB agrees, at no cost to CCJPA other than the Annual Fee set forth in Section 2 and 3 above, to perform all reasonable maintenance, repair, operation, security and clean-up of the Station to keep the Station in good working order, condition and repair so as to enable CCJPA to fully utilize the Station in the manner permitted under this Agreement. JPB's maintenance responsibility shall be performed on an "as-needed" basis so as to keep the Station in good working order, condition and repair.
20. **Compliance with Laws, Ordinances and Rules.** CCJPA agrees to conform to and not violate any applicable laws, ordinances, rules, regulations, and requirements of Federal authorities now existing or hereinafter created affecting CCJPA's use and occupancy of the Station. JPB agrees to conform and comply with all applicable laws, ordinances, rules, regulations and requirements of federal, state, county or other governmental authorities and various departments thereof now existing or hereinafter created regarding JPB'S ownership and maintenance of the Station and the Property, including the Americans with Disabilities Act. Nothing in this Agreement shall be interpreted as making CCJPA a "responsible person" as that term is defined in 42 U.S.C. Section 12161 of the Americans with Disabilities Act of 1990, as amended.
21. **No Precedent.** It is expressly agreed by the Parties that the Annual Fee described in Sections 2 and 3 hereof applies only to the Station and nothing in this Agreement is intended to establish a precedent for any other station, property or agreement and shall in no way be construed as a waiver of any of CCJPA's rights under the Act or otherwise. Nothing in this Agreement shall be construed as a modification or waiver of any of the JPB's rights set forth in the Trackage Rights Agreement or otherwise.

IN WITNESS WHEREOF, the Parties have entered into this Agreement on the date first written above with the intent to be legally bound.

**PENINSULA CORRIDOR
JOINT POWERS BOARD**

By:_____

Title:_____

Approved as to Form:

By:_____
Counsel for JPB

**CAPITOL CORRIDOR
JOINT POWERS AUTHORITY**

By:_____

Title:_____

Approved as to Form:

By:_____
Counsel for CCJPA

EXHIBITS

- Exhibit A – San Jose Diridon Station Equipment Storage
- Exhibit B – San Jose Diridon Station Use Fee
- Exhibit C – Current Level of Intercity Passenger Rail Service
- Exhibit D – Insurance
- Exhibit E – O&M and Equipment Storage Payment Schedule

EXHIBIT A
San Jose Diridon Station Equipment Storage

This Exhibit A sets the terms for storage and turnaround of CCJPA trains at San Jose Diridon Station pursuant to Section 2(ii) of the Station Use Agreement.

1. CCJPA may store and turnaround one consist ("Equipment") each night at Diridon Station. A consist ordinarily is made up of six Units--one locomotive, four coaches, and a food service car. The exact number of Units may differ and a consist in excess of six Units may need to be accommodated from time-to-time within the station's then-available capacity.
2. Each night that the Equipment arrives at Diridon Station, CCJPA may store the Equipment overnight at the specific tracks assigned by the JPB. CCJPA will turn the Equipment around for service out of Diridon Station the following morning. The JPB will not have any responsibility for operating the Equipment which will be operated solely by CCJPA.
3. CCJPA will notify the JPB if the number of Units in a consist changes in order to make arrangements for sufficient track space for storage.
4. Any maintenance, cleaning, inspection, and set-up of the Equipment is to be performed pursuant to a separate agreement between CCJPA and the JPB and is not the subject of this Exhibit, or of this Agreement.
5. Notwithstanding the risk allocation set forth in the Agreement, the following applies only to the Equipment storage subject to this Exhibit A. CCJPA agrees that the JPB has no liability for personal injury, death, or property damage to any third parties, which may be alleged to have been caused, in whole or in part, by the actions, omissions, or failures to act of CCJPA employees performing the services described in this Exhibit A. In addition to any indemnities contained in the Agreement, CCJPA will indemnify, defend, and hold harmless (irrespective of any negligence or other fault of the JPB), the JPB, the San Mateo County Transit District, the Santa Clara Valley Transportation Authority, the City and County of San Francisco and their respective board members, directors, officers, employees, and agents, from any and all claims and damages specified in this paragraph.
6. The JPB shall not have any liability whatsoever for loss or damage to CCJPA's Equipment or other property stored at Diridon Station.
7. The JPB reserves the right to temporarily terminate CCJPA's rights to store Equipment as may be strictly necessary to support construction and/or for station development consistent with the JPB's transit purposes. If the JPB exercises the right to temporarily terminate CCJPA's rights to store equipment, the JPB will provide alternate storage locations within close proximity to the current location (Diridon Station) in a manner acceptable to CCJPA. Nothing herein is intended to modify the Four Party Project Benefits/Service Outcomes Agreement for Publicly-Funded Passenger Rail Investments on a Host Railroad executed on November 18, 2010, or modify the rights of the signatories to that agreement.

EXHIBIT B

San Jose Diridon & Santa Clara Station Use Agreements								
by and Between								
The Peninsula Corridor Joint Powers Board								
and Amtrak/CCJPA/ACE/Greyhound								
for Fiscal Year 2026								
I. Per Annum Aggregate of Trips								
	<i>Note: Current Electrified Service Schedule (Effective 1/27/2025)</i>			Daily O/W Trips	# Service Days	Annual O/W Trips	O/W Miles per Trip	Projected Total Train Miles
	Caltrain Weekday Trips (SF-Diridon)	33 NB/33 SB		66	251	16,566	46.85	776,117
	Caltrain Weekday Trips (SF-Tamien)	19 NB/19 SB		38	251	9,538	48.56	463,165
	Caltrain Weekday Trips (South County Connector: Gilroy-Diridon)	4 NB/4 SB		8	251	2,008	30.61	61,465
	Caltrain Weekend Trips (SF-Diridon)	16 NB/16 SB		32	104	3,328	46.85	155,917
	Caltrain Weekend Trips (SF-Tamien)	17 NB/17 SB		34	104	3,536	48.56	171,708
	Caltrain Holiday Service/Weekend Service Trips: Thanksgiving Day, Christmas Day, New Year's Day, Memorial Day (SF-Diridon)	16 NB/16 SB		32	6	192	46.85	8,995
	Caltrain Holiday Service/Weekend Service Trips: Thanksgiving Day, Christmas Day, New Year's Day, Memorial Day (SF-Tamien)	17 NB/17 SB		34	6	204	48.56	9,906
	Caltrain Modified Service (Modified Weekday Service, no express or limited trains, including 2 South County Connector Trips): Day after Thanksgiving, Christmas Eve, MLK Day,	19 NB/18 SB		37	4	148	46.85	6,934
	Caltrain Modified Service (Modified Weekday Service, no express or limited trains, including 2 South County Connector Trips): Day after Thanksgiving, Christmas Eve, MLK Day,	19 NB/19 SB		38	4	152	48.56	7,381
	Caltrain Modified Service (Modified Weekday Service, no express or limited trains, including 2 South County Connector Trips): Day after Thanksgiving, Christmas Eve, MLK Day,	2 NB/2 SB		4	4	16	30.61	490
	Caltrain Special Event Train Service							
	Contingency Events1 at Levi's Stadium (start at Mt View to SF)			7	1	7	46.85	328
	Holiday Train			2	2	4	46.85	187
	New Year's Eve in SF			3	1	3	46.85	141
	MLK Celebration Train			1	1	1	46.85	47
	Bay to Breakers			2	1	2	46.85	94
	Total Caltrain					35,705		1,662,875
	Capitol Corridor Weekdays (7 WB & 7 EB)	Weekday Schedule		14	251	3,514	2.9	10,191
	Capitol Corridor Weekends/Holidays (7 WB & 7 EB)	Weekend/Holiday Schedule		14	114	1,596	2.9	4,628
	Total Capitol Corridor					5,110		14,819

	ACE Service Days		4 westbound/4 eastbound	8	252	2,016	2.9	5,846	
	Total ACE					2,016		5,846	
	Amtrak Inter-City		1 inbound/1 outbound	2	365	730	2.9	2,117	
	Total Amtrak Inter-City					730		2,117	
	Annual Aggregate Trips and Total Miles					43,561		1,685,657	
II. Cost-share of Station Maintenance - Diridon									
	a) Usage % Rates and Financial Burdens								
	Station Exp. Ty]	Amount							
	Maintenance	\$ 712,851.54	Source: Rail Operator FY25 Annualized Expense thru Mar 31, 2025 incl. G&A						
	Water and Sewer	\$ 35,242.37	Source: San Jose Water Co FY25 Annualized Expense thru Mar 31, 2025; Service address: Cahill St.						
	Gas and Electric	\$ 112,534.19	Source: PG&E FY25 Annualized Expense thru April 16, 2025; Service Address: Cahill St.						
		\$ 860,628.10							
		2.7%	Feb 2025 CPI-U adjustment factor (%) applied to utilities only						
		\$ 3,989.97	Feb 2025 CPI-U adjustment (utilities)						
		\$ 864,618.06	Total						
		Total O/W Trips per Annum	% Usage Rate per Annum	Allocated Maintenance Burden	FY25 Allocated Maintenance Burden	FY24 Allocated Maintenance Burden			
	Caltrain	35,705	81.29%	\$ 702,884.71	\$ 569,036.63	\$ 630,395.73			
	Capitol Corridor	5,110	11.63%	\$ 100,594.90	\$ 78,091.13	\$ 96,482.53			
	ACE	2,016	4.59%	\$ 39,686.75	\$ 33,573.42	\$ 43,456.84			
	Amtrak Inter-City	730	1.66%	\$ 14,370.70	\$ 12,014.02	\$ 15,293.46			
	Greyhound	360	0.82%	\$ 7,081.00	\$ 6,324.66	\$ 8,046.81			
	Totals	43,921	100.00%	\$ 864,618.06	\$ 699,039.86	\$ 793,675.38			

EXHIBIT C

Current Level of Intercity Passenger Rail Service

Capitol Corridor – 6 roundtrips daily (weekdays)

#521 (southbound) Arrive San Jose at 7:15am
#523 (southbound) Arrive San Jose at 8:14am
#527 (southbound) Arrive San Jose at 9:53am
#529 (southbound) Arrive San Jose at 10:45am
#541 (southbound) Arrive San Jose at 3:05pm
#547 (southbound) Arrive San Jose at 8:16pm

#524 (northbound) Depart San Jose at 6:18am
#528 (northbound) Depart San Jose at 8:48am
#532 (northbound) Depart San Jose at 11:05am
#538 (northbound) Depart San Jose at 3:05pm
#542 (northbound) Depart San Jose at 4:05pm
#546 (northbound) Depart San Jose at 6:05pm

Capitol Corridor – 7 roundtrips daily (weekends)

#723 (southbound) Arrive San Jose at 9:01am
#727 (southbound) Arrive San Jose at 10:02am
#729 (southbound) Arrive San Jose at 12:03pm
#737 (southbound) Arrive San Jose at 2:01pm
#741 (southbound) Arrive San Jose at 3:59pm
#743 (southbound) Arrive San Jose at 6:03pm
#747 (southbound) Arrive San Jose at 10:01pm

#724 (northbound) Depart San Jose at 8:05am
#728 (northbound) Depart San Jose at 10:05am
#732 (northbound) Depart San Jose at 1:05pm
#736 (northbound) Depart San Jose at 3:05pm
#742 (northbound) Depart San Jose at 5:05pm
#744 (northbound) Depart San Jose at 6:05pm
#748 (northbound) Depart San Jose at 8:05pm

The above schedule (effective December 16, 2024) is subject to change without an amendment to this Agreement.

INSURANCE

1. Commercial General Liability Insurance.

Commercial General Liability insurance for bodily injury and property damage coverage of at least **\$5 million** per occurrence or claim and a general aggregate limit of at least **\$5 million**. Such insurance shall cover all of CCJPA's operations both at and away from the project site. Such insurance shall not have any exclusion for Cross Liability or Cross-Suits. In addition, for any construction and public works projects, the insurance shall not have any exclusion for Explosion, Collapse and Underground perils (xcu) and for construction or demolition work within 50 feet of railroad tracks, the contractual liability exclusion for liability assumed shall be deleted.

a. This insurance shall include coverage for, but not be limited to:

- Premises and operations.
- Products and completed operations.
- Personal injury.
- Advertising injury.

b. Such insurance shall include the following endorsements:

- Additional Insured.
- Separation of Insureds Clause.
- Primary and Non-Contributory wording.
- Waiver of Subrogation.

Products and completed operations insurance shall be maintained for three (3) years following termination of this Agreement.

2. Workers' Compensation and Employer's Liability Insurance.

- a. Workers' Compensation with Statutory Limits and/or Federal Employer's Liability ("FELA") coverage (whichever is applicable) to its employees, as required by the Federal Employer's Liability Act of 1908, applying to Interstate railroad employees, or, as required by Section 3700 et seq. of the California Labor Code, or any subsequent amendments or successor acts thereto, governing the liability of employers to their employees.
- b. If FELA applies, it shall be in accordance with federal statutes and have minimum limits of \$10,000,000 per occurrence.
- c. If the California Labor Code requiring Workers' Compensation applies, the CONTRACTOR shall also maintain Employer's Liability coverage with minimum limits of \$2 million.
- d. Such insurance shall include the following endorsement as further detailed in the Endorsements Section below:
 - Waiver of Subrogation.

3. Property Insurance.

Property insurance with Special Form coverage including theft, but excluding earthquake, with limits at least equal to the replacement cost of the property described below.

- a. This insurance shall include coverage for, but not be limited to:
 - CCJPA's own business personal property and equipment to be used in performance of this Agreement.
 - Materials or property to be purchased and/or installed on behalf of the JPB, if any.
 - Builders risk for property in the course of construction.
- b. Such insurance shall include the following endorsement as further detailed in the Endorsements Section below:
 - Waiver of Subrogation.

B. ENDORSEMENTS

1. Additional Insured.

The referenced policies and any Excess or Umbrella policies shall include as Additional Insureds the Peninsula Corridor Joint Powers Board, the San Mateo County Transit District, the Santa Clara Valley Transportation Authority, the City and County of San Francisco, TransitAmerica Services, Inc. or any successor Operator of the Service, and the Union Pacific Railroad Company and their respective directors, officers, employees, volunteers and agents while acting in such capacity, and their successors or assignees, as they now, or as they may hereafter be constituted, singly, jointly or severally.

C. EVIDENCE OF INSURANCE

Submit Certificates of Insurance to:
Peninsula Corridor Joint Powers Board
C/O Insurance Tracking Services, Inc. (ITS)
P.O. Box 198
Long Beach, CA 90801

1. Claims Made Coverage.

If any insurance specified above shall be provided on a claim-made basis, then in addition to coverage requirements above, such policy shall provide that:

- a. Policy retroactive date coincides with or precedes the CONTRACTOR's start of work (including subsequent policies purchased as renewals or replacements).
- b. CONTRACTOR shall make every effort to maintain similar insurance for at least three (3) years following project completion, including the requirement of adding all additional insureds.
- c. If insurance is terminated for any reason, CONTRACTOR agrees to purchase an extended reporting provision of at least three (3) years to report claims arising from work performed in connection with this Agreement.
- d. Policy allows for reporting of circumstances or incidents that might give rise to future claims.

2. Deductibles and Retentions.

CCJPA shall be responsible for payment of any deductible or retention on CCJPA's policies without right of contribution from the JPB. Deductible and retention provisions shall not contain any

restrictions as to how or by whom the deductible or retention is paid. Any deductible or retention provision limiting payment to the Named Insured is unacceptable.

In the event that the policy of the CCJPA or any subcontractor contains a deductible or self-insured retention, and in the event that the JPB seeks coverage under such policy as an additional insured, CCJPA shall satisfy such deductible or self-insured retention to the extent of loss covered by such policy for a lawsuit arising from or connected with any alleged act or omission of CCJPA, subcontractor, or any of their officers, directors, employees, agents, or suppliers, even if CONTRACTOR or subcontractor is not a named defendant in the lawsuit.

EXHIBIT E

O&M and Equipment Storage Payment Schedule

Contract Period	Station O&M	Overnight Equipment Storage*	Total*
FY26 Adjusted (September 1, 2025 - June 30, 2026)	83,829.08	57,000.00	140,829.08
FY27 (July 1, 2026 - June 30, 2027)	100,594.90*	68,400.00	168,994.90
FY28 (July 1, 2027 - June 30, 2028)	100,594.90*	68,400.00	168,994.90
FY29 (July 1, 2028 - June 30, 2029)	100,594.90*	68,400.00	168,994.90
FY30 (July 1, 2029 - June 30, 2030)	100,594.90*	68,400.00	168,994.90
FY26 Adjusted - FY30 (September 1, 2025 - June 30, 2030)	486,208.68*	330,600.00	816,808.68

*Estimated. To be adjusted annually.