



JPB Board of Directors
Meeting of August 7, 2025

Supplemental Reading File

Subject

1. Receive Update on Battery Electric Multiple Unit (BEMU) Project – June 2025
2. Receive Update on Contracts and Procurement Quarterly Report of Technology Purchases for the Fourth Quarter of Fiscal Year 2025
3. Receive Update on Electric Multiple Unit Option Cars (EMU Option 1 & 2) Projects – June 2025

Information Items Heard by JPB Technology, Operations, Planning, and Safety (TOPS) Committee – July 23, 2025

Subject

1. TOPS Item 7 - Receive Update Regarding Guadalupe River Bridge Project
2. TOPS Item 8 - Receive Updates on Caltrain Safety Performance for Quarter Three (Q3) 2025 and Trespasser/Suicide Prevention Safety Plan
3. TOPS Item 9 - Receive Update on Regional Coordination Efforts: Bay Area Transit Reliability and Accessibility Network Scheduling Framework and Equitable Regional (TRANSFER) Plan

JPB TOPS Committee Supplemental Reading File– July 23, 2025

1. Receive Quarterly Update of the On-Call Alternative Project Delivery Negotiation Support Services Contract
2. Receive Quarterly Update of the On-Call Communication and Signal Services Contract
3. Receive Quarterly Update of the On-Call Construction Management Services Contract

4. Receive Quarterly Update of the On-Call Design Review Services Contract
5. Receive Quarterly Update of the On-Call General Engineering Consultant Design Services Contract
6. Receive Quarterly Update of the On-Call Management of Soil, Hazardous Waste, and Other Environmental Compliance Services Contract
7. Receive Quarterly Update of the On-Call Professional Support Services Contract
8. Receive Quarterly Update of the On-Call Program Management Oversight Services Contract
9. Receive Quarterly Update of the On-Call Transportation Planning and Consultant Support Services Contract

JPB Finance Committee Supplemental Reading File– August 4, 2025

1. Board of Directors Item 8.j. Additional Material: Station Use Agreement

**Peninsula Corridor Joint Powers Board
Staff Report**

To: JPB Board of Directors

Through: Michelle Bouchard, Executive Director

From: Sherry Bullock, Interim Chief, Rail Design and Construction, and CalMod Program Director

For: August 2025 JPB Board of Directors Meeting

Subject: **Receive Update on Battery Electric Multiple Unit (BEMU) Project – June 2025**



Finance Committee
Recommendation



Technology, Operations, Planning,
and Safety Committee
Recommendation



Advocacy and Major Projects
Committee Recommendation

Purpose and Recommended Action

This report includes an informational update that requires no action by the Board of Directors (“Board”) of the Peninsula Corridor Joint Powers Board (“JPB” or “Caltrain”).

Staff will provide monthly updates covering Battery Electric Multiple Unit (BEMU)-related activities during the reporting month and a preview of activities anticipated to take place during the current month.

Discussion

The battery electric multiple unit pilot project (BEMU Pilot) is a research and development project with the end goal of producing a BEMU qualified to run on the general railroad system, and on Caltrain’s right-of-way including the Gilroy Extension specifically under battery power.

The BEMU is a change order option train ordered from Caltrain’s EMU contract and is a shorter version of a fully capable EMU paired to a battery cab car designed to run in daily round-trip service from Gilroy to San Jose. The BEMU has four cars, three of which accommodate passengers with a total of 280 seats. The BEMU will be charged under the overhead catenary system (OCS) either stationary or in service, travel to Gilroy and have its charge “topped off” during overnight layover in Gilroy at the standard 480V train plug before returning north.

Stadler is responsible for design, procurement, manufacturing, installation, testing and commissioning of the BEMU. The BEMU will be equipped with Positive Train Control and qualified on both the non-electrified portion of Caltrain service on Union Pacific Railroad territory as well as the Caltrain Right-of-way electrified portion. BEMU PTC will require detailed documentation and approval by the Federal Railroad Administration.

Monthly Update

- Project Schedule – Battery Electric Multiple Unit (BEMU) project baseline schedule was established on April 22, 2024. The following are the status of major Milestones as of June 30, 2025:**

<u>Key Project Activity</u>	<u>NTP + months estimated in Change Order</u>	<u>Planned Completion (Baseline)</u>	<u>Progress as of 06/30/2025</u>	<u>Progress On Track?</u>	<u>Notes</u>
Stadler Notice to Proceed	0	08/25/23	Completed	Completed	
Approval of Master Program schedule	3	04/22/24	Completed	Completed	
Conceptual Design Review (CDR)	12	04/18/25	Completed	Completed	
Preliminary Design Review (PDR)	16	08/15/25	In Planning	Delayed to 12/2025 Completion	Delay due to carbody redesign
Final Design Review (FDR)	20	12/12/25	In Planning	Delayed to 6/2026	Delay due to carbody redesign
Battery First Article Inspection	30	04/10/26	In Planning	Delayed to 6/2026	Delay due to carbody redesign
Completed Carshells	40	05/01/26	In Planning	Delayed (date TBD)	Delay due to carbody redesign
Authorization to Ship to Transportation Test Center	45	06/25/27	In Planning	On Track	
Completion of Testing at TTC	50	12/10/27	In Planning	On Track	
Conditional Acceptance – BEMU Ready for Revenue Service	55	10/23/28	In Planning	On Track	
Final Acceptance	60	11/20/28	In Planning	On Track	

2. Cost – Spend vs Budget with Actuals and Accruals through June 30, 2025

Project 100782 BEMU - Budget and Cost (As of June 30, 2025)

	(A)	(B)	(C)	(D)		(E)	(F) = (C - E)	(G) = (D / E)
Project Cost Analysis	Original Budget (US\$MM)	Approved Changes (Contractor) (US\$MM)	Project Current Budget (US\$MM)	Expended and Accruals To-Date (US\$MM)	To-Go (US\$MM)	Estimated at Completion (EAC) (US\$MM)	Variance at Completion (US\$MM)	% Expended of EAC
Contractor - STADLER	\$ 60.98	\$ 0.56	\$ 61.54	\$ 18.24	\$ 43.30	\$ 61.54	\$ -	29.64%
Other Contracts	\$ 1.31		\$ 1.31	\$ -	\$ 1.31	\$ 1.31	\$ -	0.00%
Program Mngt. & Admin Costs	\$ 9.64		\$ 9.64	\$ 0.23	\$ 9.30	\$ 9.52	\$ 0.12	2.37%
Project Contingency	\$ 7.47	\$ (0.56)	\$ 6.91		\$ 6.83	\$ 6.83	\$ 0.08	0.00%
ICAP	\$ 0.60		\$ 0.60	\$ 0.01	\$ 0.79	\$ 0.80	\$ (0.20)	0.91%
Total BEMU Project	\$ 80.00	\$ -	\$ 80.00	\$ 18.47	\$ 61.53	\$ 80.00	\$ (0.00)	23.09%

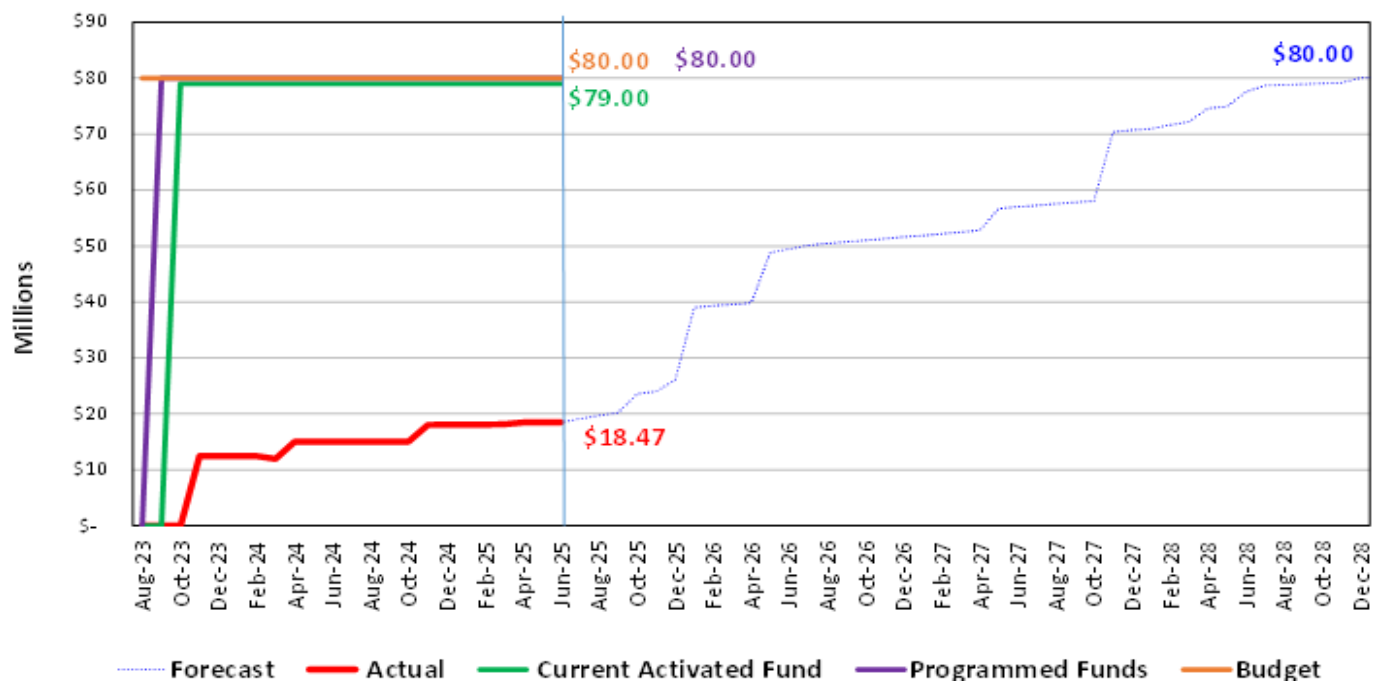
Note:

- 1). Expended and Accruals To-Date is through June 30, 2025;
- 2). Program Mngt. & Admin Costs includes JPB project oversight costs, TASI support and Other Direct Costs for BEMU trainset;
- 3). Other Contracts includes \$1M for Wayside Upgrades;

3. Cost Curve:

JUNE 2025

BEMU | Expenditure - Planned vs. Actual



4. Major Activities for June 2025:

- Held monthly progress meeting.
- Held on-going technical coordination meetings (biweekly).
- Held on-going safety coordination meetings (biweekly).
- Reviewed the revised Technical Specification Compliance Matrix (TSCM), the vehicle dynamics report, and the revised contract deliverable list (CDRL).

5. Upcoming Key Activities:

- Continue Conceptual Design Review (CDR) items resolution as part of design process.
- Review Preliminary Design Review packages as submitted.
- Continue reviewing safety submittals (and other submittals as needed).

6. Change Management:

- In August 2023, the JPB approved a change order for not to exceed \$60,976,504 to Stadler US Inc., contract No. 14-PCJPB-P-056 for an option of one four-car Battery Electric Multiple Unit (BEMU) trainset.
- A change order was fully executed for BEMU convenience outlets, which were not included in the BEMU train order. The change order amount is \$40,019.18. This change will be covered by the contingency and there is no change to the project budget.
- A change order in the amount \$520,500 to increase the traction battery capacity from the baseline 1.9 MWh requirement to the 2.3 MWh was fully executed. This change will be covered by the contingency and there is no change to the project budget.

7. Risk Management:

The following are top risks for implementation of Battery Electric Multiple Unit (BEMU) project:

Risk Descriptions	Mitigation Actions
1. Redesign of the battery car body will cause schedule delays	Review schedule with Stadler and find ways to pull the schedule back in
2. Potential supply chain issue down the road	Tracking procurement lead time and monitoring closely

8. Federal Railroad Administration(FRA) Coordination Status:

- FRA issued a letter to the industry regarding alternative fuel vehicles. That letter is under review as to its applicability to the BEMU project.
- The project team reached out to the FRA and began establishing points of contact for BEMU design review. A kickoff meeting has been tentatively scheduled for September.

Budget Impact

There is no impact on the budget.

Prepared By:	Sherry Bullock	Interim Chief, Rail Design and Construction, and CalMod Program Director	07/17/2025
	Greg Cameron	BEMU Commercial Project Manager	07/07/2025

**Peninsula Corridor Joint Powers Board
Staff Report**

To: JPB Board of Directors
Through: Michelle Bouchard, Executive Director
From: Kate Jordan Steiner, Chief Financial Officer
For: August 2025 JPB Board of Directors Meeting
Subject: **Receive Update on Contracts and Procurement Quarterly Report of Technology Purchases for the Fourth Quarter of Fiscal Year 2025**



Finance Committee
Recommendation



Technology, Operations, Planning,
and Safety Committee
Recommendation



Advocacy and Major Projects
Committee Recommendation

Purpose and Recommended Action

Pursuant to Resolution No. 2024-53, the Board of Directors (Board) of the Peninsula Corridor Joint Powers Board (JPB) directed staff to provide a report to the Board on a quarterly basis advising of actions taken pursuant to the authority conferred by this Resolution.

Staff recommends that the Board of the JPB accept the attached Contracts and Procurement Quarterly Report of Technology Purchases for the Fourth Quarter of Fiscal Year 2025.

Discussion

Pursuant to Resolution No. 2024-53 the Board authorized the Executive Director or designee to execute contracts and amendments exceeding \$250,000 for:

- a. Technology systems equipment and related services through JPB-approved cooperative purchasing programs and piggyback contracts to meet the JPB's technology equipment and services requirements, pursuant to the terms and conditions of each cooperative purchasing program vendor agreement or piggyback agreement, and to the extent that each cooperative purchasing program, each vendor agreement, and each piggyback contract fully complies with the JPB's statutory procurement authority and procurement policy;
- b. New or additional software licenses or license renewals, maintenance, product support, or related professional services through original equipment manufacturers, product licensors, or their authorized distributors or consultants to permit continued effective use and upkeep of JPB-owned information technology, hardware, and software;
- c. Professional and staff augmentation services for information technology, pursuant to the JPB's procurement authority and policy; and

- d. Expansion or modification of previously competitively procured proprietary software from an original provider when the original provider is the only source of such software and/or related services.

Budget Impact

Accepting this report has no impact to the budget.

Prepared By: Danielle Rodriguez Procurement Support Specialist 07/02/2025

C&P Quarterly Report of Technology Purchases for the Fourth Quarter of FY2025**JPB**

The purchases listed below are for Information Technology Licenses, License Renewals, Maintenance Service, and Professional Services

**Board Approved Authority
Resolution #2024-53
\$3,000,000****\$3,000,000****July 1, 2024 - September 30, 2024****1st Quarter**

PO/Contract/Amendment Date	PO# or Contract#	Vendor	PO Description	PO Amount	Remaining Authority
				\$ -	\$ 3,000,000.00

October 1, 2024 - December 31, 2024**2nd Quarter**

PO/Contract/Amendment Date	PO# or Contract#	Vendor	PO Description	PO Amount	Remaining Authority
				\$ -	\$ 3,000,000.00

January 1, 2025 - March 31, 2025**3rd Quarter**

PO/Contract/Amendment Date	PO# or Contract#	Vendor	PO Description	PO Amount	Remaining Authority
				\$ -	\$ 3,000,000.00

April 1, 2025 - June 30, 2025**4th Quarter**

PO/Contract/Amendment Date	PO# or Contract#	Vendor	PO Description	PO Amount	Remaining Authority
4/11/2025	21-J-T-055	Meteorcomm	Radio Maintenance Contract. This is Amendment 1 to contract 21-J-T-055. Amendment 1 was fully executed on 4/11/2025.	\$ 802,000.00	
			TOTAL PO AMT TO DATE	\$ 802,000.00	\$ 2,198,000.00

**Peninsula Corridor Joint Powers Board
Staff Report**

To: JPB Board of Directors

Through: Michelle Bouchard, Executive Director

From: Sherry Bullock, Interim Chief, Rail Design and Construction, and CalMod Program Director

For: August 2025 JPB Board of Directors Meeting

Subject: **Receive Update on Electric Multiple Unit Option Cars (EMU Option 1 and 2) Projects – June 2025**

☐ Finance Committee Recommendation

☐ Technology, Operations, Planning, and Safety Committee Recommendation

☐ Advocacy and Major Projects Committee Recommendation

Purpose and Recommended Action

This report includes an informational update that requires no action by the Board of Directors (“Board”) of the Peninsula Corridor Joint Powers Board (“JPB” or “Caltrain”).

Staff will provide monthly updates covering Electric Multiple Unit Option Cars (EMU Option 1 and 2)-related activities during the reporting month and a preview of activities anticipated to take place during the current month.

Discussion

In 2016, Caltrain executed a contract with Stadler USA, Inc., to procure Electric Multiple Unit trains to serve Caltrain passengers upon completion of the Peninsula Corridor Electrification Project (PCEP), which will electrify the corridor from San Francisco to San Jose. The Stadler contract included two option periods. The option offers Caltrain the opportunity to purchase additional EMU trainsets at a substantially lower cost than would be available if Caltrain were to undertake a new procurement. In addition to costs savings, the option allows Caltrain to move closer to the goal of a zero-emission corridor while improving service and reliability for Caltrain passengers.

- The EMU Option 1 is a change order option train ordered from Caltrain’s EMU contract that adds 37 Option cars to the contract. This comprises of (a): 16 additional cars to be inserted into the Base contract 16, 6-car trainsets to provide fully integrated and tested 7-car trainsets and (b): 3 additional 7-car trainsets. In December 2018, the JPB approved change order for not to exceed \$172,800,047 to Stadler US Inc., contract no. 14-PCJPB-P-056 for an option that adds 37 Option cars to the contract.
- The EMU Option 2 is a change order option train ordered from Caltrain’s EMU contract that adds 28 Option cars to the contract. In August 2023, the JPB approved change order

for not to exceed \$183,217,581 to Stadler US Inc., contract No. 14-PCJPB-P-056 for an option that adds 28 Option cars to the contract. This comprises of four 7-car trainsets.

Stadler is responsible for design, procurement, manufacturing, installation, testing and commissioning of the EMU Option cars as well as mock-ups, spare parts, special tools, test equipment, manuals, training, and related parts and services. Purchasing additional Option Cars will support the Caltrain Business Plan, reduce diesel trips on the JPB's corridor, and enhance seating capacity on the JPB's commuter rail service, all in furtherance of helping the State achieve transportation, safety and climate goals.

Caltrain has commenced fully electrified EMU service since September 2024, currently total of 16 seven-car EMU trainsets have been final accepted and in service. This monthly report will provide status of trainsets 17 through 19 as the remaining Option 1 scope and trainsets 20 through 23 as the remaining Option 2 scope.

MONTHLY UPDATE

1. Project Schedule – Major Milestones for EMU Option 1 project as of June 30, 2025:

<u>Key Project Activity</u>	<u>Planned Completion (Baseline)</u>	<u>Progress as of 06/30/2025</u>	<u>Progress On Track?</u>	<u>Notes</u>
Return of the Executed Change Order	12/22/18	Completed	Completed	
Approval of Master Program schedule		Completed	Completed	
Submission of Major Systems Purchase Orders		Completed	Completed	
Completion of Carbody – Trainsets 1 thru' 19	11/20/22	Completed	Completed	
Authorization to Ship from Contractor's Facility - Trainsets 1 thru' 17	08/20/24	Completed	Completed	
Authorization to Ship from Contractor's Facility - Trainset 18	04/23/25	Completed	Completed	
Authorization to Ship from Contractor's Facility - Trainset 19	06/22/25	08/06/25	Delayed	Delay is acceptable to accommodate OCS Monitoring System Change Order
Notice of Conditional Acceptance - Trainsets 1 thru' 17	01/07/25	Completed	Completed	
Notice of Conditional Acceptance – Trainset 18	05/23/25	Completed	Completed	
Notice of Conditional Acceptance – Trainset 19	07/21/25	09/15/25	Delayed	Delay is acceptable to accommodate OCS Monitoring System Change Order
Notice of Final Acceptance - Trainset 17	03/24/25	09/25/25	Delayed	Late due to open items
Notice of Final Acceptance - Trainset 18	07/04/25	In Planning	On Track	
Notice of Final Acceptance - Trainset 19	09/21/25	In Planning	On Track	Delay is acceptable to accommodate OCS Monitoring System Change Order
Final Milestone: Conditional Acceptance of 19 trainsets	07/21/25	09/15/25	On Track	Delay is acceptable to accommodate OCS Monitoring System Change Order

2. Project Schedule – Major Milestones for EMU Option 2 project as of June 30, 2025:

<u>Key Project Activity</u>	<u>Planned Completion (Baseline)</u>	<u>Progress as of 06/30/2025</u>	<u>Progress On Track?</u>	<u>Notes</u>
Return of the Executed Change Order	08/14/23	Completed	Completed	
Approval of Master Program Schedule	11/08/23	Completed	Completed	
Submission of Major Systems Purchase Orders	05/09/24	Completed	Completed	
Completion of EMU Carshells – Trainset 20	05/15/25	Completed	Completed	
Completion of EMU Carshells – Trainset 21	7/16/25	08/12/25	Delayed	Delay due to Force Majeure (flooding at aluminum extrusion factory)
Completion of EMU Carshells – Trainset 22	09/12/25	10/7/25	Delayed	Delay due to Force Majeure (flooding at aluminum extrusion factory)
Completion of EMU Carshells – Trainset 23	11/30/25	In Planning	On Track	
Authorization to Ship from Contractor's Facility - Trainset 20	06/15/26	In Planning	On Track	
Authorization to Ship from Contractor's Facility - Trainset 21	09/06/26	In Planning	On Track	
Authorization to Ship from Contractor's Facility - Trainset 22	12/24/26	In Planning	On Track	
Authorization to Ship from Contractor's Facility - Trainset 23	04/15/27	In Planning	On Track	
Notice of Conditional Acceptance - Trainset 20	07/15/26	In Planning	On Track	
Notice of Conditional Acceptance - Trainset 21	10/24/26	In Planning	On Track	
Notice of Conditional Acceptance - Trainset 22	01/20/27	In Planning	On Track	
Notice of Conditional Acceptance - Trainset 23	05/12/27	In Planning	On Track	
Notice of Final Acceptance - Trainset 20	08/20/26	In Planning	On Track	
Notice of Final Acceptance - Trainset 21	11/22/26	In Planning	On Track	
Notice of Final Acceptance - Trainset 22	02/11/27	In Planning	On Track	
Notice of Final Acceptance - Trainset 23	06/12/27	In Planning	On Track	

3. Cost – Spend vs Budget with Actuals and Accruals through June 30, 2025

Project 100400 EMU Option Car 1 - Budget and Cost (As of June 30, 2025)

	(A)	(B)	(C)	(D)	(E) = (G) - (D)	(F)	(G) = (C) - (F)	(H) = (D) / (F)
	Original Budget (US\$MM)	Approved Changes (Contractor) (US\$MM)	Project Current Budget (US\$MM)	Expended and Accruals To-Date (US\$MM)	To-Go (US\$MM)	Estimated at Completion (EAC) (US\$MM)	Variance at Completion (US\$MM)	% Expended of EAC
Project Cost Analysis								
Contractor - STADLER	\$ 172.80	\$ 6.25	\$ 179.05	\$ 147.08	\$ 31.97	\$ 179.05	\$ 0.00	82.15%
Program Mngt. & Admin Costs	\$ 2.00		\$ 2.00	\$ 0.75	\$ 0.83	\$ 1.58	\$ 0.42	47.56%
Project Contingency	\$ 7.84	\$ (6.66)	\$ 1.18		\$ 1.60	\$ 1.60	\$ (0.42)	0.00%
ICAP	\$ -	\$ 0.41	\$ 0.41	\$ 0.37	\$ 0.04	\$ 0.41	\$ -	89.33%
Potential Changes			\$ -		\$ -	\$ -	\$ -	
Total EMU Option Car 1 Project	\$ 182.64	\$ (0.00)	\$ 182.64	\$ 148.20	\$ 34.44	\$ 182.64	\$ (0.00)	81.14%

Note:

1). Expended and Accruals To-Date is through June 30, 2025;

2). Program Mngt. & Admin Costs includes JPB project oversight costs, TASI support and Other Direct Costs for EMU Option Car 1 trainsets;

Project 100778 - EMU Option 2 - Budget and Cost (As of June 30, 2025)

	(A)	(B)	(C)	(D)	(E) = (F) - (D)	(F)	(G) = (C) - (F)	(H) = (D) / (F)
	Original Budget (US\$MM)	Approved Changes (Contractor) (US\$MM)	Project Current Budget (US\$MM)	Expended and Accruals To-Date (US\$MM)	To-Go (US\$MM)	Estimated at Completion (EAC) (US\$MM)	Variance at Completion (US\$MM)	% Expended of EAC
Project Cost Analysis								
Contractor - STADLER	\$ 183.22	\$ -	\$ 183.22	\$ 66.59	\$ 116.63	\$ 183.22	\$ -	36.35%
Program Mngt. & Admin Costs	\$ 9.67		\$ 9.67	\$ 2.50	\$ 7.17	\$ 9.67	\$ 0.00	25.84%
Project Contingency	\$ 26.43		\$ 26.43		\$ 26.43	\$ 26.43	\$ (0.00)	0.00%
ICAP	\$ 0.68		\$ 0.68	\$ 0.13	\$ 0.55	\$ 0.68	\$ 0.00	19.40%
Potential Changes			\$ -		\$ -	\$ -	\$ -	
Total EMU Option Car 2 Project	\$ 220.00	\$ -	\$ 220.00	\$ 69.22	\$ 150.78	\$ 220.00	\$ (0.00)	31.46%

Note:

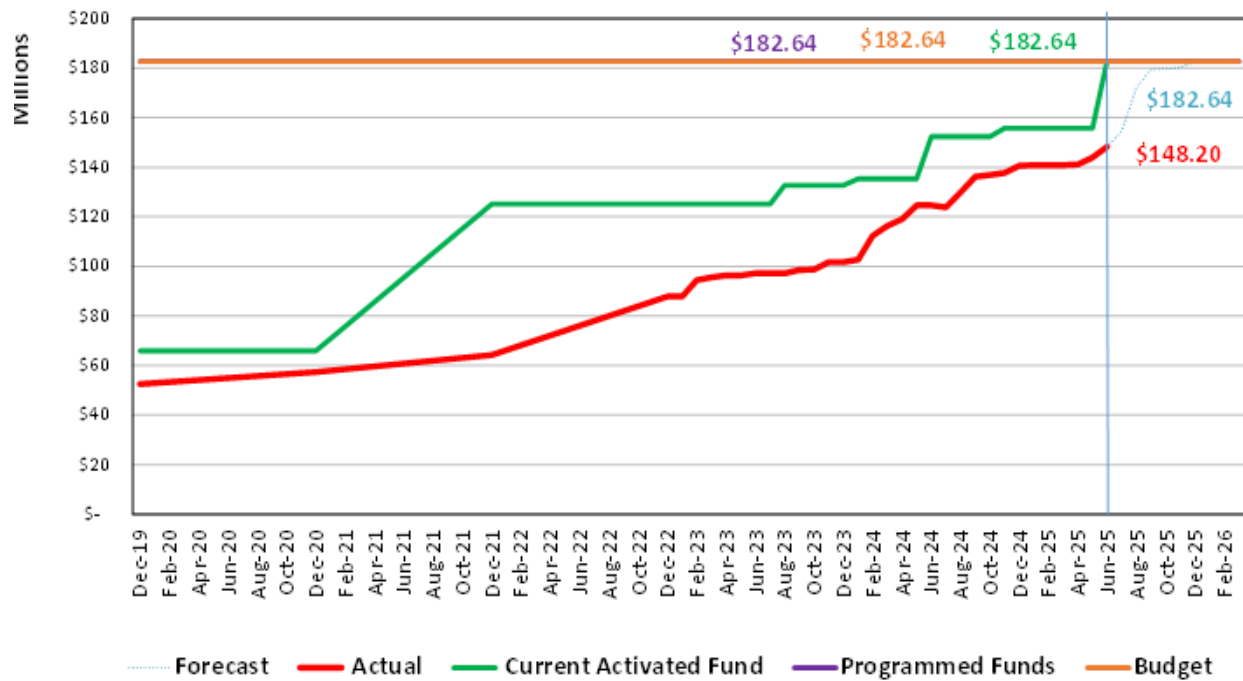
1). Expended and Accruals To-Date is through June 30, 2025;

2). Program Mngt. & Admin Costs includes JPB project oversight costs, TASI support and Other Direct Costs for EMU Option Car 2 trainsets;

4. Cost Curve:

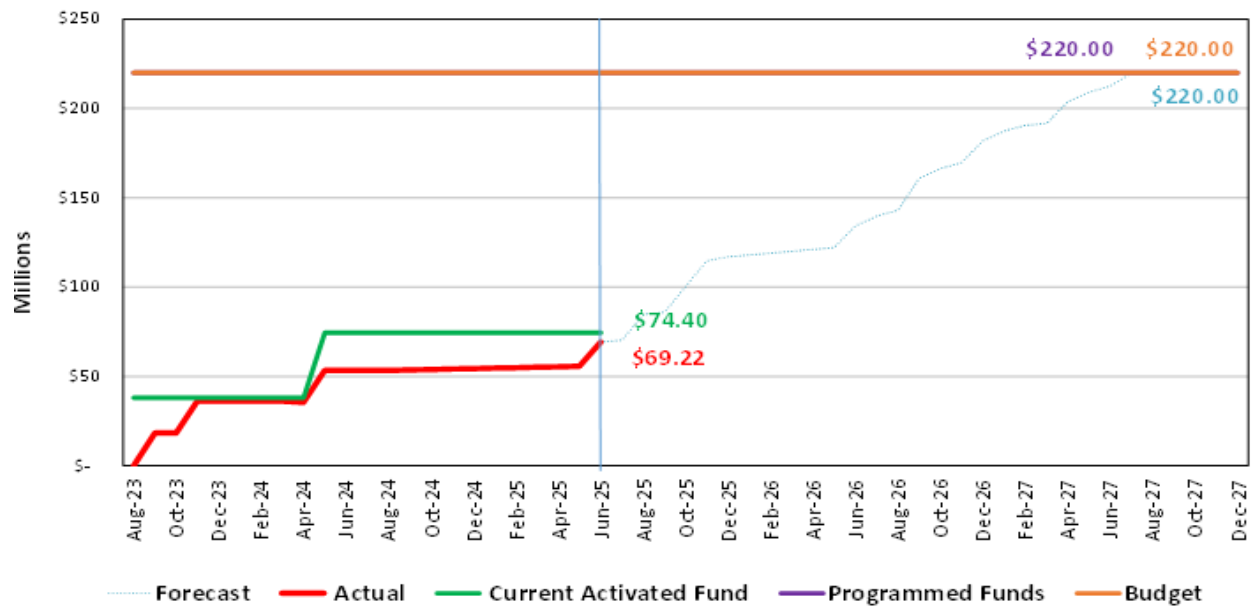
JUNE 2025

EMU Option Cars 1 | Expenditure - Planned vs. Actual



JUNE 2025

EMU Option Cars 2 | Expenditure - Planned vs. Actual



5. Major Activities for June 2025:

- On-site commissioning and burn-in testing completed on TS 18
- TS 18 entered into revenue service
- Final assembly continued for TS 19
- Carshell production completed for TS 20 and continued for TS 21

6. Upcoming Key Activities:

- Complete TS 19 final assembly
- Continuing production of TS 21 carshells; begin production of TS 22 carshells
- Close open items related to automatic passenger count system, passenger information systems and ADA ramps

7. Change Management:

- A total of \$6.25 million in change orders have been issued under EMU Option 1 project.
 - Performance Bond - \$920,000
 - Contract Change Order (CCO) 022 - Add Flip up seats into bike cars - \$1.96 million
 - CCO 026 - Update Virtual Reality Experience - \$43,000
 - CCO 040 - Special Tools - \$110,000
 - CCO 042 - Project Time Extension Milestone 1 - \$2.67 million
 - CCO 044 - Passenger Convenience Outlet Current Limit - \$239,000
 - CCO 049 - Pre-Revenue Services - SRS EMU Maintenance - \$201,000
 - CCO 054 - Bridge Plate Changes - Trainsets 1 through 19 - \$99,000
 - CCO 056 - OCS Monitoring System - \$725,700

The above changes were covered by the project contingency and there is no change to the project budget. Change Order 056 - OCS Monitoring System is funded by Rail Operations and Maintenance.

- A change notice was issued for Payment Milestone modifications for EMUs under Option 1 project. The potential change order amount is \$0. There will be no change to the project budget.
- A change notice was issued for passenger wi-fi.
- A change notice was issued for Repairs to Trainset 6. This will be funded by Rail Operations and insurance reimbursement.
- A change notice was issued for Downtown Rail Extension (DTX) Track Evaluation which is funded by DTX Portal project.

8. Risk Management:

The following are top risks for implementation of EMU Option projects:

Risk Descriptions	Mitigation Actions
1. In July 2024, the aluminum extrusion supplier claimed force majeure due to flooding. This is delaying the start of some carshell production for Option 2.	Make up the lost time during final assembly.
2. Potential supply chain issue down the road	Tracking procurement lead time and monitoring closely.

9. Federal Railroad Administration (FRA) Coordination Status:

- None required at this time (option car designs are the same as base EMUs, which is already FRA approved).

Budget Impact

There is no impact on the budget.

Prepared By: Sherry Bullock

Interim Chief, Rail Design and
Construction, and CalMod
Program Director

07/17/2025

Greg Cameron

BEMU Commercial Project
Manager

07/07/2025



JPB Board of Directors
Meeting of August 7, 2025

Supplemental Reading File

**Information Items Heard by JPB Technology, Operations, Planning, and Safety (TOPS)
Committee – July 23, 2025**

Subject

1. TOPS Item 7 - Receive Update Regarding Guadalupe River Bridge Project
2. TOPS Item 8 - Receive Updates on Caltrain Safety Performance for Quarter Three (Q3) 2025 and Trespasser/Suicide Prevention Safety Plan
3. TOPS Item 9 - Receive Update on Regional Coordination Efforts: Bay Area Transit Reliability and Accessibility Network Scheduling Framework and Equitable Regional (TRANSFER) Plan

**Peninsula Corridor Joint Powers Board
Staff Report**

To: JPB Technology, Operations, Planning, and Safety (TOPS) Committee
Through: Michelle Bouchard, Executive Director
From: Sherry Bullock, Interim Chief, Design and Construction, and CalMod Program Director
For: August 2025 JPB Board of Directors Meeting
Subject: **Receive Update Regarding Guadalupe River Bridge Project**

<input type="checkbox"/> Finance Committee Recommendation	<input type="checkbox"/> Technology, Operations, Planning, and Safety Committee Recommendation	<input type="checkbox"/> Advocacy and Major Projects Committee Recommendation
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Purpose and Recommended Action

This report includes an informational update that requires no action by the Board of Directors ("Board") of the Peninsula Corridor Joint Powers Board ("JPB").

Staff will provide monthly updates covering Guadalupe River Bridge Project-related activities during the reporting month and a preview of activities anticipated to take place during the current month.

Discussion

Due to unforeseen challenges that have resulted in project delays and increased expense, the Guadalupe River Bridge Replacement Project concluded project reset with a revised budget, schedule, and funding plan. In June of 2025, the JPB approved Staff's request of additional \$107,691,005 to complete the Project, bringing the total cost estimate for the project to \$171,389,598 as the revised project budget. The JPB also authorized bus bridge agreement with Santa Clara Valley Transportation Authority (VTA) in support of bridge Construction.

The Executive Oversight Committee, convened by the Executive Director Michelle Bouchard, continues to meet regularly, providing additional project oversight and making recommendations regarding Caltrain's responses to the resource agencies, including reviewing and proactively implementing improvements to internal processes and controls for current and future projects.

Staff successfully secured all necessary permits in time to resume construction at the start of the dry season on June 15, 2025. Staff are also committed to providing monthly updates to the Technology, Operations, Planning, and Safety (TOPS) Committee through a monthly progress report. This report will ensure full transparency on key aspects of the Project, including project highlights, hazardous materials management plan (HMMP) work, project cost, schedule, change

orders, issues, and top risks. Each monthly report will be included in the JPB board packet, making it accessible to all board members and the public.

Monthly Update

See attached Monthly Progress Report.

Prepared by: Sherry L Bullock Interim Chief, Design and Construction July 15, 2025

Guadalupe River Bridge Replacement Project (GRBRP)



Executive Monthly Progress Report

June 30, 2025

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1.0 Executive Summary

1.1 Introduction

Caltrain will extend and replace two bridges over the Guadalupe River in The City of San José (Santa Clara County) just north of Caltrain Tamien Station. The Project is technically and logistically complex due to the age of the existing structures, their geographical location over a river, and the need to obtain and comply with multiple permits issued by various federal, state, and regional agencies.

The Project involves the full replacement of a northbound bridge (Main Track Bridge 1 or "MT-1"), a partial replacement, including seismic improvements, of the southbound bridge (Main Track Bridge 2 or "MT-2") and modifications to the existing Guadalupe River channel. The improvements address the structural deficiencies of the MT-1 bridge and the geomorphic instability of the Guadalupe River channel in the vicinity of the MT-1 and MT-2 bridges to provide for long-term public safety and service reliability. The Project will enhance surrounding aquatic and upland habitats on the Project site, will purchase habitat credits from the Santa Clara Valley Habitat Agency and will partner with the Midpeninsula Regional Open Space District on a restoration project at Hick's Creek to satisfy mitigation requirements resulting from the environmental impact arising from the Project.

1.2 Background and Recent Accomplishments

In 2023, Caltrain completed demolition and extension of the MT2 bridge, relocation of all signaling cables from the MT1 bridge to the new MT2 bridge, relocation of all privately-owned utilities from the MT1 bridge to the new MT2 bridge and placement of the new MT2 bridge into passenger service. Due to constructability issues with the existing environmental permits, the construction work was paused in 2024 while Caltrain worked to amend the environmental permits to align with the revised approach for completing the project.

While the Construction work was paused, Caltrain issued three limited notices to proceed (LNTPs) to Walsh in February 2025. The LNTPs enabled Walsh to begin fabricating materials (e.g., rebar and casings), procure pipes for river diversion, and mobilize workers, subcontractors, and equipment in order to commence work on June 15.

Caltrain completed a thorough assessment of all aspects of the program including cost, schedule, risks, and organization and completed a global settlement with the Construction Contractor. Caltrain received JPB board approval for the re-baselined project budget and schedule in June of 2025.

Upon receipt of the amended permits, construction was resumed in June of 2025. Remaining project work including demolishing and reconstructing the MT1 bridge, installation of seismic retrofit piles for the MT2 bridge, widening the Guadalupe River channel, and implementing environmental mitigation in the form of habitat restoration and enhancements will continue through the completion date of March 2027.

1.3 Resource Agency Permitting Status

The team has been working with the resource agencies and secured revised permits for the Project in time to commence construction on June 15, 2025, the beginning of the 4-month “dry” construction season, followed by limited construction activities in “wet months” (October 15, 2025 – June 15, 2026). The following permits were received including conditions and mitigation requirements:

- San Francisco Bay Regional Water Quality Control Board (RWQCB) revised 401 Water Quality Certification
- U.S. Army Corps of Engineers (USACE) Section 404 reverification and the existing 408 permit is sufficient for Caltrain to resume bridge construction
- The California Department of Fish and Wildlife (CDFW) 1600 Streambed Alteration Agreement.
- Santa Clara Valley Water District (SCVWD) bridge construction encroachment permit extension and amendment.

The Habitat Mitigation Management Plan (HMMP) was revised substantially due to comments from SCVWD. The Environmental Team is actively working toward finalizing the HMMP, which will capture both on-site and off-site mitigation requirements. The following are highlights of habitat mitigation effort:

- Submit on site package for resource HMMP agency review and approval by July 18, 2025.
- Amend the USACE 408 permit for on-site mitigation work.
- Obtain SCVWD HMMP Encroachment Permit #2 for approval to perform on-site habitat mitigation within the districts land.

Offsite compensatory mitigation was selected through the Santa Clara Valley Habitat Agency (Habitat Agency) and the Mid-Peninsula Open Space District (Midpen).

- Participating in Special Entity (PSE) agreement through the Habitat Agency
- Midpen Board approved the Hick’s Creek Mitigation project on July 9th
 - A Cooperative Mitigation Agreement is currently being drafted between Midpen and JPB.
 - CEQA Addendum approval needed for Offsite Mitigation.
 - JPB and FTA to complete NEPA evaluation for Offsite Mitigation.

1.4 Project Cost and Budget

On June 5, 2025, the JPB board approved to amend the Guadalupe River Bridge Replacement Project Budget from \$63,698,593 to \$171,389,598. As of June 2025, the project is on budget:

- The current project total cost at completion (EAC) is the same as the Board approved budget of \$171.38 million.
- As of June 2025, the project cost is on track to complete the project.
- No drawdown occurred to the Contractors Risk Allowance and project contingency of \$7.6 million.

1.5 Project Progress and Schedule

As of June 30, 2025, the overall bridge construction completion is 40% and the current project schedule is still on track with the contractors' substantial completion date of March 2027 for the Guadalupe River Bridge Replacement and Habitat Mitigation work on the Guadalupe Bridge Site. Additional work will be ongoing through 2027 for completion of an offsite habitat mitigation project at the Hick's Ranch site owned by Mid-peninsula Regional Open Space District.

1.6 This Month's Accomplishments

The project team has completed the following notable activities for the month of June 2025:

- Worked with environmental permitting agencies and successfully acquired all amended permits required to resume construction in June 2025.
- Obtained the Board approval for the re-baselined budget, schedule, and funding plan for the project.
- Finalized and issued a global reset change order for the costs to complete the project, including schedule for completion and detailed risk pool with Walsh Construction
- Caltrain executed a service agreement with VTA to supply a bus bridge between Diridon and Tamien Stations to accommodate OCS de-energization and minimize disruption to construction productivity resulting from electrified train service.
- Onboarded the new Construction Management Team and hosted several construction readiness meetings with all parties involved.
- Issued several work directives and contract amendments for ongoing project needs such as TASI support, Design Support during Construction, Legal support, Construction Management Services among others.
- Worked with third parties to execute land use agreements and encroachment permits for use of surrounding land parcels needed during construction.
- Staff performed outreach to the surrounding community to notify of the project and held a public meeting regarding traffic control impacts
- Environmental awareness training was delivered to all staff from the field level to the executive level.
- Discovered bird nesting and worked with environmental biologists and construction for workaround and schedule recovery.

1.7 Upcoming Work

For the next month, the GRBRP team has set additional goals as described below:

- Complete construction of the River Diversion of the Guadalupe River and begin Demolition of the MT-1 Bridge
- Begin construction of the new MT1 bridge foundations
- Complete the onsite Habitat Mitigation and Monitoring Plan (HMMP) design for submission to the Environmental Permitting Agencies
- Acquire Mid-peninsula Regional Open Space District board approval for use of Hick's Ranch for an offsite mitigation project and execute a contract for advancement of the design.
- Host monthly and quarterly update meetings with the Environmental Permitting Agencies, including FTA.

- Continue to execute various work directives and contract amendments needed for completion of the project.

1.8 Risk Management

As of June 2025, the top critical items and related actions are listed below.

Table 1-1. Key Risks and Actions

Risk Descriptions	Mitigation Actions
Bird nesting impact to construction work	<ul style="list-style-type: none"> • Current issue: Bird Nesting impacted the start of river diversion work by three weeks. Schedule impacts will be mitigated by resequencing the work. • Bird deterrents are installed on bridge structures to prevent nesting. • Biological monitors scan sites regularly to prevent development of new nests.
<p>Work needed to execute construction deviates from what is permitted:</p> <p>For example, the VW permits does not allow refueling of equipment on VW property. This poses a significant challenge to the project because of the site constraints. Some equipment is immobile and even moving the mobiles ones off of VW property for fueling leads to inefficiencies for the work.</p>	<ul style="list-style-type: none"> • Worked in advance with the Construction Contractor when developing Environmental Permit applications to ensure the permitting materials accurately described planned work methods. • Ongoing work with the construction contractor to review work plans and confirm alignment with permit conditions prior to work proceeding. • The construction team closely coordinates with the environmental team to understand the intent of permit conditions and if needed, engage permitting agencies for clarity. • Where exceptions are required, work with contractor to come up detailed work plans and mitigations to address agency concerns.
Unforeseen subsurface or structural conditions	<ul style="list-style-type: none"> • Performing advanced sampling of known areas of contamination to determine limits and plan for proper disposal in advance of work. • Performing investigation, to the extent feasible, of the existing MT-1 bridge structure to properly plan demolition activities in advance. • Advanced potholing, when possible, to uncover potential utility conflicts.
Unpredictable Water or weather conditions	<ul style="list-style-type: none"> • River Diversion and Temp Sheet pile for wet season work designs incorporate appropriate capacities to handle expected water levels. • Monitoring forecast to allow time to sufficiently prepare for weather events • Response plan was developed with Construction Contractor to mitigate “over-topping” of river diversion in case of weather event that will affect water levels in river.
Delays to approval of onsite HMMP	<ul style="list-style-type: none"> • Worked with permitting agencies to review draft HMMP and capture edits needed in advance of permit needs • Set date of July 18th for submission to permitting agencies to allow for revisions to be addressed and sufficient time for permit issuance before the work needs to begin in the dry season of 2026 • Primed permitting agencies for the anticipated submittal date and turnaround time needed.

2.0 SAFETY

Walsh Construction provides a full-time safety manager on the project who oversees and implements the Health and Safety program for the project. Walsh's safety manager continues to provide relevant training, host safety meetings, safety related inspections, reporting and managing responses to safety issues. This role will continue for the duration of the project.

Walsh reports the following safety activities for the month of June 2025:

Man Hours	Safety Meetings	Inspections	Observations	Near Misses	Incidents
5,345	20	7	20	0	0

Caltrain staff and consultants have experienced two incidents in the month related to the GRBR project.

- A first aid incident due to a stray dog from an unhoused encampment. The incident did not result in lost time. Measures were put in place to mitigate future occurrences.

An inspector injured their ankle on the fencing at the project trailer site. The inspector initially sought first aid and then sought further medical attention from a medical professional, which resulted in one week of rest.

3.0 PROJECT SCHEDULE

3.1 Introduction

The JPB has approved project re-baseline schedule as part of project reset with a substantial completion date of March 03, 2027, and Final Acceptance of March 30, 2027. The offsite habitat mitigation work will carry through 2027 for completion at Hick's Ranch site owned by Mid-peninsula Regional Open Space District.

As of June 30, 2025, the overall delay to the critical path is 0 days. The contractor re-sequenced water division work to minimize schedule impact caused by bird nesting. Bridge Construction will be completed in two dry seasons.

3.2 Re-Baseline Schedule

Guadalupe River Bridge Replacement (GRBR) project re-baseline schedule was established. The following are the status of major Milestones as of June 30, 2025.

Major Milestones	Re-Baseline Date	Forecast Date	Notes
2025 Dry Season Mobilization	06/15/2025	06/15/2025A	
Interim Milestone 1 (Completion of MT1 Steel Girder)	09/27/2025	09/27/2025	
2025-2026 Wet Season (outside of river channel) <ul style="list-style-type: none">• MT1 Foundation and Super Structure• MT2 Pier 4 Work	01/23/2026	01/23/2026	
2026 Dry Season—Milestone 2 (All in-channel work) <ul style="list-style-type: none">• MT1 Deck & Finishes• MT2 Finishes	10/15/2026	10/15/2026	
2026-2027 Wet Season-Complete Final Planting – On-Site Mitigation	02/09/2027	02/09/2027	
Substantial Completion	03/03/2027	03/03/2027	
Completion of Off-Site Mitigation	12/27/2027	12/27/2027	

Table 3-1. Re-Baseline Schedule

3.3 Critical Path Analysis

The critical path in 2025 dry season goes through 2 separate paths: One path is through MT1 which includes river diversion, CIDH work and installation of steel girders. The other path is through MT2 which includes completion of Pier 2 and Pier 3 as well as completing some of the site work. The critical path continues through the 2026 dry season and includes completing the remaining MT1 bridge work, remaining grading and HMMP work.

4.0 COST AND BUDGET

4.1 Introduction

The JPB approved a revised Project budget of \$ \$171.38 million. Table 4-1 depicts a summary level of project budget, costs, and estimate at completion based on the latest project cost update as of June 30, 2025.

4.2 Project Budget and Cost

Table 4-1. Budget Summary by Project

Description of Work	Current Budget (A) ¹	Cost This Month (B) ²	Cost To Date (C) ³	Estimate To Complete (D)	Estimate At Completion (E) = (C) + (D)	Variance at Completion (F) = (A) – (E)
Guadalupe River Bridges Replacement	\$171,389,598	\$15,305,048	\$57,911,665	\$113,477,933	\$171,389,598	\$0
GRB TOTAL	\$171,389,598	\$15,305,048	\$57,911,665	\$113,477,933	\$171,389,598	\$0

1. Column A "Current Budget" includes re-baseline and executed change orders and awarded contracts.

2. Column B "Cost This Month" represents the cost of work performed this month.

3. Column C "Cost To Date" includes actual (amount paid) and accruals (amount of work performed) to date.

Table 4-2 depicts project budget, costs, and estimate at completion summarized by major elements of work. This budget table provides additional details for the project and is broken down by major work elements for the project, minor contracts, environmental, designer, project management oversight, HMMP and other indirect support costs.

Table 4-2. Budget Summary by Major Elements

Description of Work	Re-Baseline Budget (A)	Current Budget (B)	Cost This Month (C)	Cost To Date (D)	Estimate To Complete (E)	Estimate At Completion (F) = (D) + (E)
Walsh Construction Contract	\$89,787,026	\$89,787,026	\$13,528,286	\$29,468,590	\$60,318,436	\$89,787,026
Design Services during Construction	\$2,312,930	\$2,312,930	\$66,566	\$868,671	\$1,444,259	\$2,312,930
Environmental Support (Including Compliance, Monitoring, Legal & Permit Fees)	\$14,124,097	\$14,124,097	\$336,845	\$6,667,556	\$7,456,541	\$14,124,097
Offsite Habitat Mitigation (HMMP) – Incl 100% Design	\$12,250,000	\$12,250,000	\$0	\$0	\$12,250,000	\$12,250,000
Management Oversight & Support	\$23,180,900	\$23,180,900	\$529,553	\$11,179,332	\$12,001,568	\$23,180,900
Others (TASI & Bus Bridge Support, ICAP)	\$16,834,453	\$16,834,453	\$843,798	\$4,451,571	\$12,382,882	\$16,834,453
PRIOR COSTS - Planning/Engineering & CalMod Improvements	\$5,275,945	\$5,275,945	\$0	\$5,275,945	\$0	\$5,275,945
Contingency	\$7,624,247	\$7,624,247	\$0	\$0	\$7,624,247	\$7,624,247
Grand Total	\$171,389,598	\$171,389,598	\$15,305,048	\$57,911,665	\$113,477,933	\$171,389,598

4.3 Contractor's Risk Allowance Pool

Caltrain and Walsh continued to implement new mechanisms to support a collaborative approach to project delivery. The parties jointly completed a detailed review of project risks and mitigation strategies, acknowledging that certain risks may materialize under specific conditions. To address this, both parties agreed to establish an allowance pool to cover additional costs related to risk mitigation following the start of construction in June 2025.

As part of the global reset, a \$4 million Risk Allowance Pool was created to proactively and collaboratively manage risks with the contractor. This pool is intended to compensate the contractor for additional costs incurred if identified risks are realized. Table 4-3 summarizes the current month's drawdown from the Risk Allowance Pool, the cumulative drawdown to date, and the remaining balance by risk category.

Table 4-3. Risk Allowance Pool Status as of June 2025

Risk Allowance Pool Category	Risk Amount	Current Month	Executed to Date	Remaining Balance
Differing Site Conditions	\$390,750	\$0	\$0	\$390,750
Bird Deterrent Mitigation	\$250,000	\$0	\$0	\$250,000
Permit Requirements \$1,000,000	\$1,000,000	\$0	\$0	\$1,000,000
Track Access Impacts	\$360,000	\$0	\$0	\$360,000
Water Management	\$250,000	\$0	\$0	\$250,000
Warehouse Storage	\$297,000	\$0	\$0	\$297,000
Isolation Casings	\$600,000	\$0	\$0	\$600,000
Phytophthora Management	\$750,000	\$0	\$0	\$750,000
Contingency	\$102,250	\$0	\$0	\$102,250
Total	\$4,000,000	\$0	\$0	\$4,000,000

In addition to the established Risk Allowance Pool with Walsh, the Re-Baseline Budget includes a project contingency of \$7.6 million to cover potential changes and unknowns not related to Walsh. As of the June 2025 Re-Baseline Budget, the total project contingency—was \$7.6 million. Table 4-4 summarizes the current remaining and forecasted contingency balance as of the latest monthly update.

Table 4-4. Overall Project Contingency

	Project Contingency		
	Allocated (A)	Unallocated (B)	Subtotal C = (A+B)
Project Contingency	\$7,624,247	\$0	\$7,624,247
Drawn Contingency	\$0	\$0	\$0
Remaining Contingency	\$7,624,247	\$0	\$7,624,247
Pending Changes	\$0	\$0	\$0
Forecasted Remaining Contingency	\$7,624,247	\$0	\$7,624,247

4.4 Contract Incentives

The Global Re-set included incentives based on Early Interim Milestone Completion. Table 4-5 provides a status of Contractor incentives Budgeted, Awarded, and remaining Balance. There is \$0 drawn from the contract incentives as of June 2025.

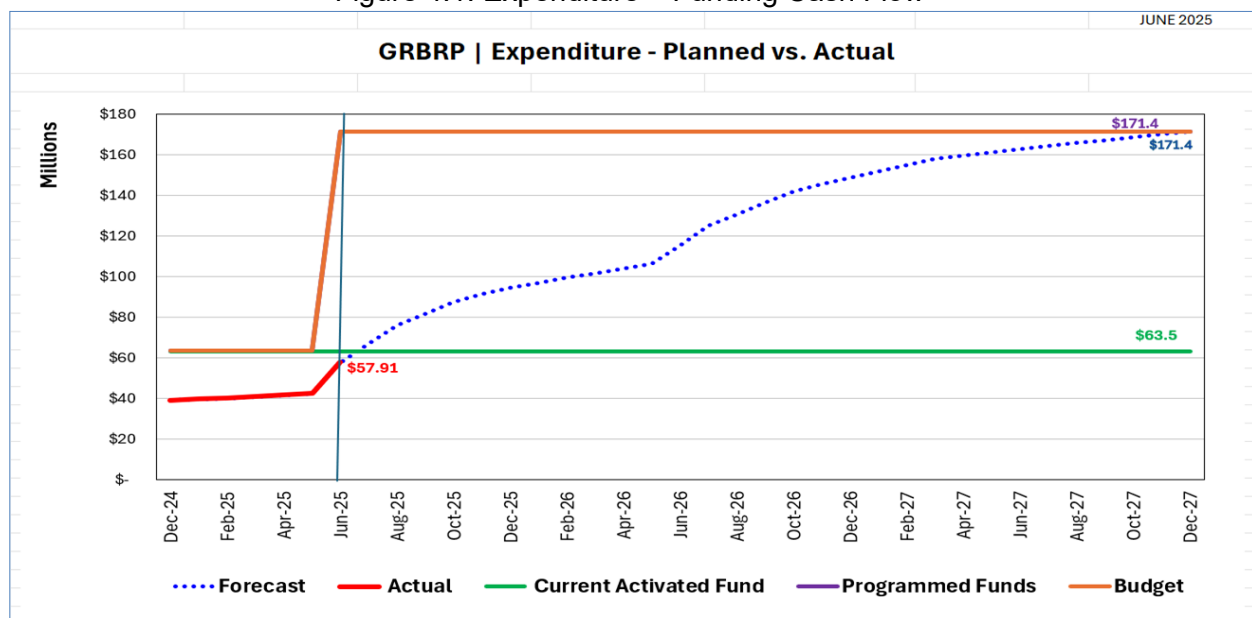
Table 4-5. Construction Contractor Incentives

Incentives	Budgeted (A)	Awarded (B)	Projected Remaining to Award (C)	Projected Balance Remaining (D)=(A)-(B)-(C)
Interim Milestone				
Install Steel Girders on MT1 Span 2	\$540,000	\$0	\$540,000	\$540,000
In-Channel Work	\$540,000	\$0	\$540,000	\$540,000
Total Contract Incentive	\$1,080,000	\$0	\$1,080,000	\$1,080,000

4.5 Project Cash Flow and Funding

The remaining project expenditures are cash flowed in Figure 4-1. With the award of full funding, the project does not expect any cash flow issues due to funding.

Figure 4.1. Expenditure – Funding Cash Flow



4.6 Issues

Table 4-7. Cost and Funding Issues Identified, and Actions Taken for June 2025

Issues	Actions
None	<ul style="list-style-type: none"> N/A

5.0 CHANGE MANAGEMENT**5.1 Introduction**

The change management process establishes a formal administrative work process associated with the initiation, documentation, coordination, review, approval, and implementation of changes during the design and construction of GRB. The change management process accounts for the impacts of the changes and ensures prudent use of contingency.

5.2 Construction Change Orders / Risk Allowance Pool**5.1.1 Executed Risk Allowance/CCO Items**

- CCO-30 – Global Re-set

5.1.2 Approved Risk Allowance/Change Order Items:

- None as of June 2025

5.1.3 Upcoming Risk Allowance Items or Change Orders

- None as of June 2025

5.3 Issues

None.

**Peninsula Corridor Joint Powers Board
Staff Report**

To: JPB Technology, Operations, Planning, and Safety (TOPS) Committee
Through: Michelle Bouchard, Executive Director
From: Mike Meader, Chief Safety Officer
For: August 2025 JPB Board of Directors Meeting
Subject: **Receive Updates on Caltrain Safety Performance for Quarter Three (Q3) 2025 and Trespasser/Suicide Prevention Safety Plan**

<input type="checkbox"/> Finance Committee Recommendation	<input type="checkbox"/> Technology, Operations, Planning, and Safety Committee Recommendation	<input type="checkbox"/> Advocacy and Major Projects Committee Recommendation
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Purpose and Recommended Action

This item is for informational purposes only.

Discussion

This report and accompanying presentation are submitted to keep the Board advised as to the Safety Performance of Caltrain based upon measurement of Key Performance Indicators (KPIs) and to provide an update on the development of the Caltrain Suicide/Trespasser Prevention Safety Plan. Caltrain is committed to providing a safe work environment for our employees and contractors, and safe and efficient train service for our customers. Caltrain is also committed to continuous improvement through the capture and analysis of key safety data and management of associated risk. Regularly reviewing this data will enable staff to identify areas needing improvement and focus our activities to achieve improved safety performance for our employees, passengers and the communities we serve.

Caltrain will provide quarterly safety reports to the board and will be sharing this same information with employees as we work to build a stronger Safety Culture consistent with our #1 Core Value – **Safety** – First and Always as well as our System Safety Program Plan (SSPP). These reports will include both lagging safety performance indicators reported to the Federal Railroad Administration (FRA) and leading safety performance indicators. While lagging indicators can alert you to a failure in your safety program or to the existence of a hazard, leading indicators allow an organization to take preventive action to address that failure or hazard before it turns into an incident.

Budget Impact

There is no impact on the budget associated with receiving this informational update. Caltrain's ability to further enhance its safety program is contingent on the availability of funding dedicated to that purpose.

Prepared By: Mike Meader

Chief, Caltrain Safety

July 8, 2025

**Peninsula Corridor Joint Powers Board
Staff Report**

To: JPB Technology, Operations, Planning, and Safety (TOPS) Committee
Through: Michelle Bouchard, Executive Director
From: Dahlia Chazan, Chief, Caltrain Planning
For: August 2025 JPB Board of Directors Meeting
Subject: **Receive Update on Regional Coordination Efforts: Bay Area Transit Reliability and Accessibility Network Scheduling Framework and Equitable Regional (TRANSFER) Plan**

☐ Finance Committee
Recommendation

☐ Technology, Operations, Planning,
and Safety Committee
Recommendation

☐ Advocacy and Major Projects
Committee Recommendation

Purpose and Recommended Action

This presentation is for information purposes only and is intended to highlight recent regional coordination efforts between transit providers throughout the nine-county Bay Area. The focus of this presentation will be on the Bay Area Transit Reliability and Accessibility Network Scheduling Framework and Equitable Regional Plan (TRANSFER Plan), which is a transit operator-led, near-term regional plan that aims to improve transfer timing at key regional hubs throughout the region. For the August 2025 Service Change, the operator-led Project Working Group, which includes representatives from Caltrain and San Mateo County Transit District (SamTrans), has focused on improving transfer timing at the Palo Alto Caltrain, Daly City Bay Area Rapid Transit (BART), Dublin/Pleasanton BART and Concord BART stations. Caltrain will not be making a schedule change in August 2025.

Discussion

This report and accompanying presentation are submitted to keep the JPB Technology, Operations, Planning, and Safety (TOPS) Committee apprised of ongoing efforts to improve regional scheduling coordination between Bay Area transit providers.

As part of the TRANSFER Plan effort, several routes, including those operated by SamTrans and the Dumbarton Express will have their schedules modified for the regional August 2025 Service Change. These mostly minor schedule changes are aimed to improve transfer timing and overall travel time for riders at the key peninsula transfer hubs of Palo Alto Caltrain and Daly City BART.

The TRANSFER Plan Project Working Group has worked closely with scheduling and planning representatives from Caltrain, SamTrans, Santa Clara Valley Transportation Authority (VTA), BART, San Francisco Municipal Transportation Agency (SFMTA), The Dumbarton Express, and Stanford Marguerite to analyze key transfer connections at Palo Alto Caltrain and Daly City BART and develop recommendations that will improve the transfer experience for transit riders

on the peninsula. The aforementioned transit operators have recently determined which recommendations can and cannot be implemented for the upcoming August 2025 Service Change, and this report will highlight how the rider experience will be improved for those making inter-agency connections.

Budget Impact

This project will have no impact on the budget.

Prepared By:	Dahlia Chazan	Chief, Caltrain Planning	July 11, 2025
	Andy Metz	Principal Planner, Alameda-Contra Costa Transit District (AC Transit)	July 11, 2025



JPB Technology, Operations, Planning, and Safety (TOPS) Committee
Meeting of July 23, 2025

Supplemental Reading File

Subject

1. Receive Quarterly Update of the On-Call Alternative Project Delivery Negotiation Support Services Contract
2. Receive Quarterly Update of the On-Call Communication and Signal Services Contract
3. Receive Quarterly Update of the On-Call Construction Management Services Contract
4. Receive Quarterly Update of the On-Call Design Review Services Contract
5. Receive Quarterly Update of the On-Call General Engineering Consultant Design Services Contract
6. Receive Quarterly Update of the On-Call Management of Soil, Hazardous Waste, and Other Environmental Compliance Services Contract
7. Receive Quarterly Update of the On-Call Professional Support Services Contract
8. Receive Quarterly Update of the On-Call Program Management Oversight Services Contract
9. Receive Quarterly Update of the On-Call Transportation Planning and Consultant Support Services Contract

**Peninsula Corridor Joint Powers Board
Staff Report**

To: JPB Technology, Operations, Planning, and Safety (TOPS) Committee
Through: Michelle Bouchard, Executive Director
From: Sherry Bullock, Interim Chief, Design and Construction
For: August 2025 JPB Board of Directors Meeting
Subject: **Receive Quarterly Update of the On-Call Alternative Project Delivery
Negotiation Support Services Contract**



Finance Committee
Recommendation



Technology, Operations, Planning,
and Safety Committee
Recommendation



Advocacy and Major Projects
Committee Recommendation

Purpose and Recommended Action

This report is for information only. No Board action is required.

Discussion

Pursuant to Resolution No. 2023-75, the Board of Directors (Board) awarded contracts to Kelly McNutt Consulting LLC, consisting of a five-year base term for an aggregate not-to-exceed amount of \$2,500,000 with up to two (2), one (1)-year option terms for a total not-to exceed additional amount of \$1 million.

Pursuant to Resolution No. 2025-01, the Board authorized amendment to the contract with the Consultant to increase the contract amount by \$650,000 from \$2,500,000 to a maximum aggregate amount of \$3,150,000.

This contract is to provide support to the Agency in implementing Alternative Project Delivery methods, including Construction Manager General Contractor (CMGC) and other potential future alternative project delivery methods, such as Design Build, applied by the Agency.

This informational item is presented quarterly to the Board and reports on the following:

- Total amount of work directives (WDs) issued to each firm since contract inception
- List of WDs and amendments issued since the last reporting period with the WD number, title, description, Peninsula Corridor Joint Powers Board (JPB) project manager, vendor, issuance date, start date, end date, and value

The tables below provide an update of contract activities from March 5, 2025, through June 6, 2025. Table 1 summarizes the contract capacity status. Table 2 updates the percentage of capacity used against the percent time elapsed. Table 3 shows the Board approved dates and amounts. Table 4 aggregates the WD amounts issued to the vendor. Table 5 describes each of the WDs and/or amendments issued since the last reporting period.

Budget Impact

There is no impact on the budget.

Prepared By:	Connie Tung	Contract Administrator, Rail Contracts and Budget	6/6/2025
	Mehdi Tavakolizadeh	Manager, Project Estimates, Capital Program Management	6/6/2025

Table 1

Contract Summary	Years	Amount
Total Capacity:	7.0	\$4,150,000
Exercised:	5.0	\$3,150,000
Work Directives Issued:		\$2,400,515
Remaining Exercised Capacity:		\$749,485

Table 2

Contract Days	Days Elapsed	% Time Elapsed	Capacity Used
1823	520	28%	76%

Table 3

Contract Information	Start	End	Years	Capacity	Resolution/ Authorized
Base	1/4/2024	12/31/2028	5.0	\$2,500,000	2023-75
Option #1	1/1/2029	12/31/2029	1.0	\$500,000	2023-75
Option #2	1/1/2030	12/31/2030	1.0	\$500,000	2023-75
Amendment				\$650,000	2025-01
Total:			7.0	\$4,150,000	

Table 4

Vendor	Kelly McNutt Consulting LLC	TOTAL
Contract #	24-J-P-016	
Total WDs Issued	\$2,400,515	\$2,400,515
Previous Reporting Period	\$2,400,515	\$2,400,515
Current Reporting Period	\$0	\$0

Table 5

No WDs issued this reporting period.

**Peninsula Corridor Joint Powers Board
Staff Report**

To: JPB Technology, Operations, Planning and Safety (TOPS) Committee
Through: Michelle Bouchard, Executive Director
From: Sherry Bullock, Interim Chief, Design and Construction
For: August 2025 JPB Board of Directors Meeting
Subject: **Receive Quarterly Update of the On-Call Communication and Signal Services Contract**

☐ Finance Committee
Recommendation

☐ Technology, Operations, Planning,
and Safety Committee
Recommendation

☐ Advocacy and Major Projects
Committee Recommendation

Purpose and Recommended Action

This report is for information only. No Board action is required.

Discussion

Pursuant to Resolution No. 2022-37, the Board of Directors (Board) awarded contracts to RSE Corporation, STV Incorporated, WSP USA, Inc., and Xorail, Inc., consisting of a five (5)-year base term for an aggregate not-to-exceed amount of \$18,000,000. This contract is to provide On-Call Communication and Signal Services that generally fall under engineering design review, design services, construction submittal reviews, and inspection.

This informational item is presented quarterly to the Board and reports on the following:

- Total amount of work directives (WDs) issued to each firm since contract inception
- List of WDs and amendments issued since the last reporting period with the WD number, title, description, Peninsula Corridor Joint Powers Board (JPB) project manager, vendor, issuance date, start date, end date, and value

The tables below provide an update of contract activities from March 4, 2025, through June 6, 2025. Table 1 summarizes the contract capacity status. Table 2 updates the percentage of capacity used against the percent time elapsed. Table 3 shows the Board approved dates and amounts. Table 4 aggregates the WD amounts issued to each of the vendors. Table 5 describes each of the WDs issued since the last reporting period.

Budget Impact

There is no impact on the budget.

Prepared By:	Tomisha Young	Contract Administrator, Rail Contracts and Budget	6/30/2025
	Bin Zhang	Director, Caltrain Engineering	6/30/2025

Table 1

Contract Summary	Years	Amount
Total Capacity:	5.0	\$18,000,000
Work Directives Issued:		\$12,433,438
Remaining Exercised Capacity:		\$5,566,562

Table 2

Contract Days	Days Elapsed	% Time Elapsed	Capacity Used
1825	1038	57%	69%

Table 3

Contract Information	Start	End	Years	Capacity	Resolution/ Authorized
Base	8/4/2022	8/3/2027	5.0	\$18,000,000	2022-37
Amendment			0.0		
Total:			5.0	\$18,000,000	

Table 4

Vendor	RSE	STV	WSP	Xorail	TOTAL
Contract #	22-J-P-024A	22-J-P-024B	22-J-P-024C	22-J-P-024D	
Total WDs Issued	\$11,270,566	\$1,162,871	\$0	\$0	\$12,433,438
Previous Reporting Period	\$11,167,064	\$1,162,871	\$0	\$0	\$12,329,935
Current Reporting Period	\$103,502	\$0	\$0	\$0	\$103,503

Table 5

WD#	Title	Description (Updates in Bold)	Vendor	Updated	Start	(Revised) End	Amount This Period
24091 11000	Peninsula Corridor Electrification Project (PCEP) Utility Coordinator and Field Support Services Fiscal Year (FY) 24	To provide utility coordinator and utility field support services for PCEP under the guidance/direction of JPB staff. A1 added \$183,000 for additional support. A2 added \$75,000 and extended from 6/30/2024 to 7/31/2024. A3 extended from 7/31/2024 to 8/31/2024. A4 added \$18,000 and extended from 8/31/2024 to 12/31/2024. A5 added \$104,000 for additional support and extended from 12/31/2024 to 3/31/2025.	RSE	6/5/2025	7/1/2023	3/31/2025	\$103,502
TOTAL AMOUNT THIS PERIOD							\$103,502

**Peninsula Corridor Joint Powers Board
Staff Report**

To: JPB Technology, Operations, Planning, and Safety (TOPS) Committee
Through: Michelle Bouchard, Executive Director
From: Sherry Bullock, Interim Chief, Design and Construction
For: August 2025 JPB Board of Directors Meeting
Subject: **Receive Quarterly Update of the On-Call Construction Management Services Contract**

☐ Finance Committee Recommendation ☐ Technology, Operations, Planning, and Safety Committee Recommendation ☐ Advocacy and Major Projects Committee Recommendation

Purpose and Recommended Action

This report is for information only. No Board action is required.

Discussion

Pursuant to Resolution No. 2024-05, the Board of Directors (Board) awarded contracts to Ghirardelli Associates, Inc., Gannett Fleming, and WSP USA, Inc., consisting of a seven (7)-year base term for an aggregate not-to-exceed amount of \$40,000,000 with no options. This contract is to provide expertise to support various construction management functions of the Agency's capital projects.

This informational item is presented quarterly to the Board and reports on the following:

- Total amount of work directives (WDs) issued to each firm since contract inception
- List of WDs and amendments issued since the last reporting period with the WD number, title, description, Peninsula Corridor Joint Powers Board (JPB) project manager, vendor, issuance date, start date, end date, and value

The tables below provide an update of contract activities from March 5, 2025, through June 6, 2025. Table 1 summarizes the contract capacity status. Table 2 updates the percentage of capacity used against the percent time elapsed. Table 3 shows the Board approved dates and amounts. Table 4 aggregates the WD amounts issued to each of the vendors. Table 5 describes each of the WDs and/or amendments issued since the last reporting period.

Budget Impact

There is no impact on the budget.

Prepared By:	Connie Tung	Contract Administrator, Rail Contracts and Budget	6/6/2025
	Alfred Darmousseh	Deputy Director, Construction Services	6/6/2025

Table 1

Contract Summary	Years	Amount
Total Capacity:	7.0	\$40,000,000
Exercised:	7.0	\$40,000,000
Work Directives Issued:		\$8,804,587
Remaining Exercised Capacity:		\$31,195,413

Table 2

Contract Days	Days Elapsed	% Time Elapsed	Capacity Used
2556	507	19%	22%

Table 3

Contract Information	Start	End	Years	Capacity	Resolution/ Authorized
Base	1/17/2024	1/16/2031	7.0	\$40,000,000	2024-05
Option #1					
Option #2					
Amendment					
Total:			7.0	\$40,000,000	

Table 4

Vendor	Ghirardelli Associates, Inc.	Gannett Fleming, Inc.	WSP USA, Inc.	TOTAL
Contract #	24-J-P-003A	24-J-P-003B	24-J-P-003C	
Total WDs Issued	\$0	\$3,521,396	\$5,283,191	\$8,804,587
Previous Reporting Period	\$0	\$983,455	\$890,889	\$1,874,334
Current Reporting Period	\$0	\$2,537,941	\$4,392,312	\$6,930,253

Table 5

WD#	Title	Description (Updates in Bold)	Vendor	Updated	Start	(Revised) End	Amount This Period
11394	Mini-High Platforms Project	Construction management services for the administration of a construction contract for the PCJPB Mini-High Platform Project. A1 added \$500,000 for additional support. A2 added \$98,676 for additional support.	Gannett Fleming	5/12/2025	3/4/2024	7/1/2025	\$98,676
11396G	Guadalupe River Bridge Construction Management Services	Construction management services for the Guadalupe River Bridge Replacement Project.	Gannett Fleming	6/2/2025	6/1/2025	12/31/2027	\$2,439,265
11396W	Guadalupe River Bridge Construction Management Services	Construction management services for the Guadalupe River Bridge Replacement Project.	WSP USA	6/4/2025	6/1/2025	12/31/2027	\$4,392,312
TOTAL AMOUNT THIS PERIOD							\$6,930,253

**Peninsula Corridor Joint Powers Board
Staff Report**

To: JPB Technology, Operations, Planning, and Safety (TOPS) Committee
Through: Michelle Bouchard, Executive Director
From: Sherry Bullock, Interim Chief, Design and Construction
For: August 2025 JPB Board of Directors Meeting
Subject: **Receive Quarterly Update of the On-Call Design Review Services Contract**

☐ Finance Committee
Recommendation

☐ Technology, Operations, Planning,
and Safety Committee
Recommendation

☐ Advocacy and Major Projects
Committee Recommendation

Purpose and Recommended Action

This report is for information only. No Board action is required.

Discussion

Pursuant to Resolution No. 2025-02, the Board of Directors (Board) awarded contract to TranSystems Corporation, consisting of a seven (7)-year base term for an aggregate not-to-exceed amount of \$8,000,000. This contract is to provide On-Call Design Review Services consisting of, but not limited to, independent design review, audits, or quality assurance/quality control (QA/QC) of work performed by others during all phases of design and construction.

This informational item is presented quarterly to the Board and reports on the following:

- Total amount of work directives (WDs) issued to each firm since contract inception
- List of WDs and amendments issued since the last reporting period with the WD number, title, description, Peninsula Corridor Joint Powers Board (JPB) project manager, vendor, issuance date, start date, end date, and value

The tables below provide an update of contract activities from March 5, 2025, through June 6, 2025. Table 1 summarizes the contract capacity status. Table 2 updates the percentage of capacity used against the percent time elapsed. Table 3 shows the Board approved dates and amounts. Table 4 aggregates the WD amounts issued to each of the vendors. Table 5 describes each of the WDs and/or amendments issued since the last reporting period.

Budget Impact

There is no impact on the budget.

Prepared By:	Connie Tung	Contract Administrator, Rail Contracts and Budget	6/6/2025
	Bin Zhang	Director, Caltrain Engineering	6/6/2025

Table 1

Contract Summary	Years	Amount
Total Capacity:	7.0	\$8,000,000
Exercised:	7.0	\$8,000,000
Work Directives Issued:		\$35,700
Remaining Exercised Capacity:		\$7,964,300

Table 2

Contract Days	Days Elapsed	% Time Elapsed	Capacity Used
2556	96	4%	0%

Table 3

Contract Information	Start	End	Years	Capacity	Resolution/ Authorized
Base	3/3/2025	3/2/2032	7.0	\$8,000,000	2025-02
Option #1					
Option #2					
Amendment					
Total:			7.0	\$8,000,000	

Table 4

Vendor	TranSystems Corporation	TOTAL
Contract #	24-J-P-096	
Total WDs Issued	\$35,700	\$35,700
Previous Reporting Period	\$35,700	\$35,700
Current Reporting Period	\$0	\$0

Table 5

WD#	Title	Description (Updates in Bold)	Vendor	Updated	Start	(Revised) End	Amount This Period
11808	South San Francisco (SSF) Station Parking Lot Improvements	To provide construction management services for this third-party project by conducting site inspections, reviewing reports and providing comments on contractor’s compliance with overall Caltrain requirements and standards. A1 extended from 4/30/2025 until 6/30/2025.	TranSystems Corporation	4/25/2025	3/3/2025	6/30/2025	\$0
TOTAL AMOUNT THIS PERIOD							\$0

**Peninsula Corridor Joint Powers Board
Staff Report**

To: JPB Technology, Operations, Planning, and Safety (TOPS) Committee
Through: Michelle Bouchard, Executive Director
From: Sherry Bullock, Interim Chief, Design and Construction
For: August 2025 JPB Board of Directors Meeting
Subject: **Receive Quarterly Update of the On-Call General Engineering Consultant Design Services Contract**



Finance Committee
Recommendation



Technology, Operations, Planning,
and Safety Committee
Recommendation



Advocacy and Major Projects
Committee Recommendation

Purpose and Recommended Action

This report is for information only. No Board action is required.

Discussion

Pursuant to Resolution No. 2024-06, the Board of Directors (Board) awarded contracts to AECOM Technical Services, Inc., HDR Engineering, Inc., and T.Y. Lin International, consisting of a five (5)-year base term for an aggregate not-to-exceed amount of \$50,000,000 with two (2) additional, one (1)-year option terms. This contract is to provide On-Call General Engineering Consultant Design Services for various projects.

This informational item is presented quarterly to the Board and reports on the following:

- Total amount of work directives (WDs) issued to each firm since contract inception
- List of WDs and amendments issued since the last reporting period with the WD number, title, description, Peninsula Corridor Joint Powers Board (JPB) project manager, vendor, issuance date, start date, end date, and value

The tables below provide an update of contract activities from March 5, 2025, through June 6, 2025. Table 1 summarizes the contract capacity status. Table 2 updates the percentage of capacity used against the percent time elapsed. Table 3 shows the Board approved dates and amounts. Table 4 aggregates the WD amounts issued to each of the vendors. Table 5 describes each of the WDs and/or amendments issued since the last reporting period.

Budget Impact

There is no impact on the budget.

Prepared By: Connie Tung

Contract Administrator, Rail
Contracts and Budget

6/6/2025

Bin Zhang

Director, Caltrain Engineering

6/6/2025

Table 1

Contract Summary	Years	Amount
Total Capacity:	7.0	\$50,000,000
Exercised:	5.0	\$50,000,000
Work Directives Issued:		\$5,551,918
Remaining Exercised Capacity:		\$44,448,082

Table 2

Contract Days	Days Elapsed	% Time Elapsed	Capacity Used
1826	478	26%	11%

Table 3

Contract Information	Start	End	Years	Capacity	Resolution/ Authorized
Base	2/15/2024	2/14/2029	5.0	\$50,000,000	2024-06
Option #1	2/15/2029	2/14/2030	1.0	\$0	2024-06
Option #2	2/15/2030	2/14/2031	1.0	\$0	2024-06
Amendment					
Total:			7.0	\$50,000,000	

Table 4

Vendor	AECOM Technical Services, Inc.	HDR Engineering, Inc.	T.Y. Lin International	TOTAL
Contract #	24-J-P-010A	24-J-P-010B	24-J-P-010C	
Total WDs Issued	\$1,670,062	\$790,376	\$3,091,480	\$5,551,918
Previous Reporting Period	\$941,184	\$790,376	\$46,271	\$1,777,831
Current Reporting Period	\$728,878	\$0	\$3,045,209	\$3,774,087

Table 5

WD#	Title	Description (Updates in Bold)	Vendor	Updated	Start	(Revised) End	Amount This Period
11414	Systems Engineering and Integration Technical Support Services	Technical Lead is responsible for supporting Caltrain Systems Engineering (SE) department as an extension of technical team seconded staff, primarily serving as the Predictive Arrival/Departure System (PADS) lead engineer. A1 added \$460,117 for additional services and extended until 3/31/2026.	AECOM Technical Services, Inc.	3/17/2025	4/16/2024	3/31/2026	\$460,117
11706	Palo Alto Grade Separation	To conduct appropriate data collection, development of the Basis of Design Report, refinement of the conceptual designs, and development of 15 percent design plans for the crossing alternatives.	TY Lin International, Inc.	4/30/2025	5/1/2025	6/30/2026	\$2,332,866
11415	San Francisquito Creek Emergency Bank Stabilization	To provide design and construct stabilization measures to prevent erosion from undermining the JPB rail bridge, the Alma Street Bicycle Bridge, and the drain outfall located between the two bridges. A1 added \$268,761 for additional support and extended from 3/31/2026 to 6/31/2027.	AECOM Technical Services, Inc.	5/9/2025	7/1/2024	6/31/2027	\$268,761
11639	Mini High Platform Design Services	To continue providing Design Services for the “Mini-High Platform Implementation” at 13 stations on the Caltrain network. A1 extended from 3/31/2025 to 12/31/2025.	AECOM Technical Services, Inc.	5/28/2025	7/1/2024	12/31/2025	\$0
11413	Middle Avenue Rail Undercrossing Project Design	Consultant services to perform engineering design of the Middle Avenue Rail Crossing Project (Project) and to collaborate with the Construction Manager General Contractor (CMGC) assigned to this Project.	TY Lin International, Inc.	5/28/2025	5/30/2025	12/30/2025	\$712,343
TOTAL AMOUNT THIS PERIOD							\$3,774,087

**Peninsula Corridor Joint Powers Board
Staff Report**

To: JPB Technology, Operations, Planning, and Safety (TOPS) Committee
Through: Michelle Bouchard, Executive Director
From: Sherry Bullock, Interim Chief Design and Construction
For: August 2025 JPB Board of Directors Meeting
Subject: **Receive Quarterly Update of the On-Call Management of Soil, Hazardous Waste, and Other Environmental Compliance Services Contract**

<input type="checkbox"/> Finance Committee Recommendation	<input type="checkbox"/> Technology, Operations, Planning, and Safety Committee Recommendation	<input type="checkbox"/> Advocacy and Major Projects Committee Recommendation
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Purpose and Recommended Action

This report is for information only. No Board action is required.

Discussion

Pursuant to Resolution No. 2024-28, the Board of Directors (Board) awarded contracts to Millennium Consulting Associates, consisting of a five (5)-year base term for an aggregate not-to-exceed amount of \$4,800,000 with up to two (2), one (1)-year option terms. This contract is to provide On-Call Management of Soil, Hazardous Waste, and Other Environmental Compliance Services. The Consultant supports Peninsula Corridor Joint Powers Board's (JPB) Project Manager by identifying applicable environmental compliance regulations; providing guidance on the timing, processes, scope, and adequacy of compliance work; review of plans, and management of all associated environmental documentation to allow JPB to remain in compliance.

This informational item is presented quarterly to the Board and reports on the following:

- Total amount of work directives (WDs) issued to each firm since contract inception
- List of WDs and amendments issued since the last reporting period with the WD number, title, description, JPB project manager, vendor, issuance date, start date, end date, and value

The tables below provide an update of contract activities from March 4, 2025, through June 6, 2025. Table 1 summarizes the contract capacity status. Table 2 updates the percentage of capacity used against the percent time elapsed. Table 3 shows the Board approved dates and amounts. Table 4 aggregates the WD amounts issued to each of the vendors. Table 5 describes each of the WDs and/or amendments issued since the last reporting period.

Budget Impact

There is no impact on the budget.

Prepared By:	Connie Tung	Contract Administrator, Rail Contracts and Budget	6/6/2025
	Bonny O'Connor	Manager, Capital Projects and Environmental Planning	6/6/2025

Table 1

Contract Summary	Years	Amount
Total Capacity:	7.0	\$5,600,000
Exercised:	5.0	\$4,800,000
Work Directives Issued:		\$371,447
Remaining Exercised Capacity:		\$4,428,553

Table 2

Contract Days	Days Elapsed	% Time Elapsed	Capacity Used
1825	402	22%	8%

Table 3

Contract Information	Start	End	Years	Capacity	Resolution/ Authorized
Base	5/1/2024	4/30/2029	5.0	\$4,800,000	2024-28
Option #1	5/1/2029	4/30/2030	1.0	\$400,000	2024-28
Option #2	5/1/2030	4/30/2031	1.0	\$400,000	2024-28
Amendment					
Total:			7.0	\$5,600,000	

Table 4

Vendor	Millennium Consulting Associates	TOTAL
Contract #	24-J-P-030	
Total WDs Issued	\$371,447	\$371,447
Previous Reporting Period	\$371,447	\$371,447
Current Reporting Period	\$0	\$0

Table 5

No WDs issued this reporting period.

**Peninsula Corridor Joint Powers Board
Staff Report**

To: JPB Technology, Operations, Planning, and Safety (TOPS) Committee
Through: Michelle Bouchard, Executive Director
From: Sherry Bullock, Interim Chief, Design and Construction
For: August 2025 JPB Board of Directors Meeting
Subject: **Receive Quarterly Update of the On-Call Professional Support Services Contract**

☐ Finance Committee Recommendation ☐ Technology, Operations, Planning, and Safety Committee Recommendation ☐ Advocacy and Major Projects Committee Recommendation

Purpose and Recommended Action

This report is for information only. No Board action is required.

Discussion

Pursuant to Resolution No. 2024-44, the Board of Directors (Board) awarded contracts to Mott Macdonald Group, Inc., RSE Corporation, and WSP USA, Inc., consisting of a five (5)-year base term for an aggregate not-to-exceed amount of \$42,000,000 with two (2), one (1)-year option terms. This contract is to provide On-Call Professional Support Services for 29 support positions on Planning, Engineering, Construction and Safety and Quality.

This informational item is presented quarterly to the Board and reports on the following:

- Total amount of work directives (WDs) issued to each firm since contract inception
- List of WDs and amendments issued since the last reporting period with the WD number, title, description, Peninsula Corridor Joint Powers Board (JPB) project manager, vendor, issuance date, start date, end date, and value

The tables below provide an update of contract activities from March 5, 2025, through June 6, 2025. Table 1 summarizes the contract capacity status. Table 2 updates the percentage of capacity used against the percent time elapsed. Table 3 shows the Board approved dates and amounts. Table 4 aggregates the WD amounts issued to each of the vendors. Table 5 describes each of the WDs and/or amendments issued since the last reporting period.

Budget Impact

There is no impact on the budget.

Prepared By: Connie Tung

Contract Administrator, Rail
Contracts and Budget

6/6/2025

Bin Zhang

Director, Caltrain Engineering

6/6/2025

Table 1

Contract Summary	Years	Amount
Total Capacity:	7.0	\$42,000,000
Exercised:	5.0	\$42,000,000
Work Directives Issued:		\$2,168,131
Remaining Exercised Capacity:		\$39,831,869

Table 2

Contract Days	Days Elapsed	% Time Elapsed	Capacity Used
1825	277	15%	5%

Table 3

Contract Information	Start	End	Years	Capacity	Resolution/Authorized
Base	9/1/2024	8/31/2029	5.0	\$42,000,000	2024-44
Option #1	9/1/2029	8/31/2030	1.0	\$0	2024-44
Option #2	9/1/2030	8/31/2031	1.0	\$0	2024-44
Amendment					
Total:			7.0	\$42,000,000	

Table 4

Vendor	Mott Macdonald Group, Inc.	RSE Corporation	WSP USA, Inc.	TOTAL
Contract #	24-J-P-055A	24-J-P-055B	24-J-P-055C	
Total WDs Issued	\$495,851	\$1,399,232	\$273,048	\$2,168,131
Previous Reporting Period	\$250,000	\$1,142,019	\$273,048	\$1,665,067
Current Reporting Period	\$245,851	\$257,213	\$0	\$503,064

Table 5

WD#	Title	Description (Updates in Bold)	Vendor	Updated	Start	(Revised) End	Amount This Period
11615	Engineering Manager Traction Power	Responsible for engineering and oversight aspects of the Agency's traction power and Overhead Catenary System (OCS). A1 extended from 5/11/2025 to 11/11/2025 and added \$245,851 for additional support.	Mott MacDonald	5/8/2025	11/11/2024	11/11/2025	\$245,851
11611	Rail Systems Administrator	Provide administration, maintenance, testing, and troubleshooting of Caltrain's high availability mission-critical rail operating network and control systems. A1 extended from 6/30/2025 to 6/30/2026 and added \$257,213 for additional support.	RSE Corp	6/6/2025	12/16/2024	6/30/2026	\$257,213
TOTAL AMOUNT THIS PERIOD							\$503,064

**Peninsula Corridor Joint Powers Board
Staff Report**

To: JPB Technology, Operations, Planning, and Safety (TOPS) Committee
Through: Michelle Bouchard, Executive Director
From: Sherry Bullock, Interim Chief, Design and Construction
For: August 2025 JPB Board of Directors Meeting
Subject: **Receive Quarterly Update of the On-Call Program Management Oversight Services Contract**

☐ Finance Committee Recommendation ☐ Technology, Operations, Planning, and Safety Committee Recommendation ☐ Advocacy and Major Projects Committee Recommendation

Purpose and Recommended Action

This report is for information only. No Board action is required.

Discussion

Pursuant to Resolution No. 2024-07, the Board of Directors (Board) awarded contracts to Ghirardelli Associates, Inc., Jacobs Project Management Company, and Consor Program and Construction Management (PMCM), Inc., consisting of a seven (7)-year base term for an aggregate not-to-exceed amount of \$55,000,000 with no options. This contract is to provide expertise to support various project management oversight functions of the Agency's capital program and projects.

This informational item is presented quarterly to the Board and reports on the following:

- Total amount of work directives (WDs) issued to each firm since contract inception
- List of WDs and amendments issued since the last reporting period with the WD number, title, description, Peninsula Corridor Joint Powers Board (JPB) project manager, vendor, issuance date, start date, end date, and value

The tables below provide an update of contract activities from March 5, 2025, through June 6, 2025. Table 1 summarizes the contract capacity status. Table 2 updates the percentage of capacity used against the percent time elapsed. Table 3 shows the Board approved dates and amounts. Table 4 aggregates the WD amounts issued to each of the vendors. Table 5 describes each of the WDs and/or amendments issued since the last reporting period.

Budget Impact

There is no impact on the budget.

Prepared By:	Connie Tung	Contract Administrator, Rail Contracts and Budget	6/6/2025
	Robert Tam	Manager, Technology Research and Development Technology	6/6/2025

Table 1

Contract Summary	Years	Amount
Total Capacity:	7.0	\$55,000,000
Work Directives Issued:		\$14,106,891
Remaining Capacity:		\$40,893,109

Table 2

Contract Days	Days Elapsed	% Time Elapsed	Capacity Used
2555	463	18%	26%

Table 3

Contract Information	Start	End	Years	Capacity	Resolution/ Authorized
Base	3/1/2024	2/28/2031	7.0	\$55,000,000	2024-07
Amendment					
Total:			7.0	\$55,000,000	

Table 4

Vendor	Ghirardelli Associates, Inc.	Jacobs Project Management Company	Conсор PMCM, Inc.	TOTAL
Contract #	24-J-P-002A	24-J-P-002B	24-J-P-002C	
Total WDs Issued	\$0	\$9,933,233	\$4,173,658	\$14,106,891
Previous Reporting Period	\$0	\$9,830,256	\$2,519,578	\$12,349,834
Current Reporting Period	\$0	\$102,977	\$1,654,080	\$1,757,057

Table 5

WD#	Title	Description (Updates in Bold)	Vendor	Updated	Start	(Revised) End	Amount This Period
11459	Project Delivery Assessment for Rengstorff Avenue & Middle Avenue Grade Separations	Consultant services to complete the Construction Manager/General Contractor (CMGC)-related tasks for (1) Rengstorff Avenue Grade Separation Project: The Project proposes to eliminate the existing at-grade crossing at Rengstorff Avenue and Central Expressway through grade separation by depressing the intersection while maintaining the Caltrain railroad at its approximate existing elevation. (2) The Middle Avenue Grade Separation Project: To implement a pedestrian/bicycle undercrossing at Middle Avenue. A1 extended from 4/1/2025 to 12/31/2025.	Jacobs	3/25/2025	4/1/2024	12/31/2025	\$0
11440	Contract Administrator Services	Contract administration services for Caltrain operational systems. A1 revised to descope the Contract Controller support consultant effective 8/1/2024 due to changes in consultant resource availability. A2 extended from 4/1/2025 to 5/1/2025.	Conzor	3/24/2025	4/1/2024	5/1/2025	\$0
11442	Senior Project Manager (PM) for the Guadalupe Bridge Replacement Project	Senior project management services for managing the construction phase of the Guadalupe Bridge Replacement Project, San Francisco Bridge Embankment and other Rail Development projects as required. A1 extended from 4/1/2025 to 6/30/2025 and added \$102,977 for additional support.	Jacobs	4/3/2025	4/1/2024	6/30/2025	\$102,977
11446	Caltrain Design & Construction Manual Updating	Consultant services to provide support to the Design & Construction - Program Management group to ensure that all current practices and standards are represented in the manuals and that all are trained on the manuals. A1 extended from 12/31/2024 to 3/31/2025. A2 extended from 3/31/2025 to 5/31/2025.	Jacobs	4/4/2025	4/1/2024	5/31/2025	\$0
11440	Contract Administrator Services	Contract administration services for Caltrain operational systems. A1 revised to descope the Contract Controller support consultant effective 8/1/2024 due to changes in consultant resource availability. A2 extended from 4/1/2025 to 5/1/2025. A3 extended from 5/1/2025 to 4/30/2026 and added \$304,994 for additional support.	Conzor	3/25/2025	4/1/2024	4/30/2026	\$304,994
11782	Senior PM for Middle Ave Pedestrian Crossing	Senior project management services for overall management of the scope, schedule, budget and quality of the project lifecycle from planning to closeout for Middle Avenue Pedestrian Crossing.	Conzor	4/25/2025	4/25/2025	3/31/2026	\$493,628
11438	Senior PM for Various Capital Systems Projects	Senior project management services for developing, managing, and administering Capital Systems Projects and other Rail Development projects as required. A1 added one project with a slightly different role for the PM. A2 extended from 4/1/2025 to 6/30/2026 and added \$717,597 for additional support.	Conzor	4/1/2025	4/1/2024	6/30/2026	\$717,597
11422	Senior Scheduler	Consultant services to provide scheduling expertise to support the administration of the capital project schedules. A1 added \$4,814 for additional admin charges. A2 extended from 3/31/2025 to 3/31/2026 and added \$137,861 for additional support.	Conzor	5/12/2025	4/1/2024	3/31/2026	\$137,861
TOTAL AMOUNT THIS PERIOD							\$1,757,057

**Peninsula Corridor Joint Powers Board
Staff Report**

To: JPB Technology, Operations, Planning and Safety (TOPS) Committee
Through: Michelle Bouchard, Executive Director
From: Dahlia Chazan, Chief, Rail Planning
For: August 2025 JPB Board of Directors Meeting
Subject: **Receive Quarterly Update of the On-Call Transportation Planning and Consultant Support Services Contract**



Finance Committee
Recommendation



Technology, Operations, Planning,
and Safety Committee
Recommendation



Advocacy and Major Projects
Committee Recommendation

Purpose and Recommended Action

This report is for information only. No Board action is required.

Discussion

Pursuant to Resolution No. 2020-18, the Board of Directors (Board) awarded contracts to Fehr and Peers, HNTB Corporation, Kimley-Horn and Associates, Inc., Arup North America Ltd., Mott MacDonald Group Inc., and WSP USA, Inc., consisting of a five (5)-year base term for an aggregate not-to-exceed amount of \$25,000,000 with two (2) additional, one (1)-year option terms in an aggregate not-to-exceed amount of \$5,000,000 for each option year.

Pursuant to Resolution No. 2023-26, the Board authorized amendments to the contracts with the Consultants to increase the contract amount by \$10,000,000, from \$25,000,000 to \$35,000,000, to be shared in the aggregate amongst the six firms.

Pursuant to Resolution 2024-24, the Board authorized amendments to 1) exercise both options early (on July 1, 2024, rather than July 1, 2025, and July 1, 2026), to access the additional \$10 million in capacity remaining on the options before the current option period; 2) extend the contract duration through December 31, 2025; and 3) increase the not-to-exceed contract capacity amount by \$7,500,000, from \$35,000,000 to \$42,500,000 (for a total of \$52,500,000 with the options), and to be shared as a pool for authorized tasks amongst the consultant firms.

This contract is to provide on-call transportation and consultant support services that include a range of staffing management services as well as completion of formally defined task, projects and plans for multiple areas of transportation planning and services.

This informational item is presented quarterly to the Board and reports on the following:

- Total amount of work directives (WDs) issued to each firm since contract inception
- List of WDs and amendments issued since the last reporting period with the WD number, title, description, JPB project manager, vendor, issuance date, start date, end date, and value

The tables below provide an update of contract activities from March 10, 2025, through June 6, 2025. Table 1 summarizes the contract capacity status. Table 2 updates the percentage of capacity used against the percent time elapsed. Table 3 shows the Board approved dates and amounts. Table 4 aggregates the WD amounts issued to each of the vendors. Table 5 describes each of the WDs and/or amendments issued since the last reporting period.

Budget Impact

There is no impact on the budget.

Prepared By:	Tomisha Young	Contract Administrator, Rail Contracts and Budget	6/30/2025
	Dahlia Chazan	Chief, Rail Planning	6/30/2025

Table 1

Contract Summary	Years	Amount
Total Capacity:	5.5	\$52,500,000
Exercised:	5.5	\$52,500,000
Work Directives Issued:		\$47,217,101
Remaining Exercised Capacity:		\$5,282,899

Table 2

Contract Days	Days Elapsed	% Time Elapsed	Capacity Used
2009	1801	89%	90%

Table 3

Contract Information	Start	End	Years	Capacity	Resolution/ Authorized
Base	7/1/2020	6/30/2025	5.0	\$25,000,000	2020-18
Option #1	7/1/2024	12/31/2025		\$5,000,000	2024-24
Option #2	7/1/2024	12/31/2025		\$5,000,000	2024-24
Amendment #1				\$10,000,000	2023-26
Amendment #2	7/1/2025	12/31/2025	0.5	\$7,500,000	2024-24
Total:			5.5	\$52,500,000	

Table 4

Vendor	Fehr & Peers	HNTB	Kimley-Horn	ARUP	Mott	WSP	TOTAL
Contract #	20-J-P-006A	20-J-P-006B	20-J-P-006C	20-J-P-006D	20-J-P-006E	20-J-P-006F	
Total WDs Issued	\$5,293,339	\$8,040,170	\$16,260,038	\$2,774,022	\$13,285,811	\$1,563,719	\$47,217,101
Previous Reporting Period	\$5,184,973	\$8,050,809	\$15,665,038	\$2,785,637	\$12,723,681	\$1,563,719	\$45,973,857
Current Reporting Period	\$108,366	\$(10,639)	\$595,000	\$(11,615)	\$562,130	\$0	\$1,243,244

Table 5

WD#	Title	Description (Updates in Bold)	Vendor	Updated	Start	(Revised) End	Amount This Period
10343	Capital Planning Support	Consultant support for potential capital planning initiatives, including potential capital projects that are currently being managed by the Planning Department and potential planning activities related to the lifecycle of rail capital projects including the implementation of processes to track and monitor stages of development of capital planning initiatives. A1 extended from 12/31/2023 to 6/30/2024 and added \$94,000 for additional support. A2 extended from 6/30/2024 to 9/30/2024. A3 extended from 9/30/2024 to 12/31/2024. Closed with \$12,000 balance.	Arup	5/5/2025	6/1/2023	12/31/2024	\$(11,614)
10449	San Francisco Railyards Preliminary Business Case (PBC)-Technology & Business Case (BC) Development	Obtain Technical Analysis and Business Case Development services for the completion of the San Francisco Railyards Redevelopment Preliminary Business Case. A1 added \$274,000 for additional support. A2 extended from 6/30/2023 to 12/31/2023. A3 extended from 12/31/2023 to 12/31/2024. A4 extended from 12/31/2024 to 3/31/2025. A5 extended from 3/31/2025 to 5/31/2025.	Mott	3/27/2025	8/20/2021	5/31/2025	\$0
10446	Redwood City Staton Area Planning	The main objective of the station area planning work is to provide input into Redwood City's Transit District planning process in the Spring 2021 timeframe with consideration for the proposed redevelopment of Sequoia Station, the Whipple Avenue Grade Separation Study, Reimagine SamTrans and potential options related to the Dumbarton Rail Corridor Project. The scope of work will potentially produce street networks and a station area footprint to aid near-term land use development. It does not include public outreach, detailed design or cost estimates. A1 added \$59,000 for additional support and extended from 6/30/2021 to 12/31/2021. A2 added \$16,000 for additional support and extended from 12/31/2021 to 12/31/2022. A3 extended from 12/31/2022 to 7/31/2023. A4 extended from 7/31/2023 to 12/31/2024. Closed with \$8,000 balance.	Mott	5/7/2025	3/11/2021	12/31/2024	\$(7,868)
10469	San Francisco Railyards PBC – Project Management (PM) & Operations	Obtain Project Management services for the completion of the San Francisco Railyards Redevelopment Preliminary Business Case, and obtain services for the completion of rail service, storage, maintenance, and operations analysis associated with this potential redevelopment, including systemwide impacts and changes across the Caltrain corridor. A1 added \$39,000 for additional support. A2 added \$225,000 for additional support. A3 extended from 6/30/2023 to 10/31/2023. A4 added \$801,000 for additional support from A2 proposal. A5 added \$84,000 to fully fund A2 proposal and extended from 10/31/2023 to 6/30/2024. A6 extended from 6/30/2024 to 12/31/2024. A7 added \$449,000 for additional support. A8 extended from 12/31/2024 to 1/31/2025. A9 extended from 1/31/2025 to 3/31/2025 and added \$250,000 for additional support. A10 extended from 3/31/2025 to 4/30/2025.	Kimley-Horn	3/26/2025	8/23/2021	4/30/2025	\$0

WD#	Title	Description (Updates in Bold)	Vendor	Updated	Start	(Revised) End	Amount This Period
10471	San Francisco Downtown Extension (DTX), Railyards Dev, & Diridon Ops Analyses	Obtain Operations Analysis services for Caltrain in support of multiple long term planning projects: <ul style="list-style-type: none"> • Development of the San Francisco Railyards site. • The San Francisco DTX project, including the proposed 4th Street and King Street Railyards Site Enabling Works. • San Jose Diridon Integrated Station Concept (DISC), including potential relocation of Caltrain's Centralized Equipment and Maintenance Operations Facility (CEMOF). Since each project is at a different stage of planning and/or design, it is critical that a long term operations and fleet storage plan for the entire railroad be developed that incorporates all projects in a single integrated plan. A1 extended from 2/29/2024 to 12/31/2024. A2 added \$122,000 for additional support. A3 extended from 12/31/2024 to 6/30/2025.	Kimley-Horn	5/13/2025	3/13/2023	6/30/2025	\$0
10702	San Francisco DTX Agreement Development Services	The work directive includes continued support for the DTX project, specifically to support the development of the 4th Street and King Street Yard (4KY) Preparation Agreement, the Master Cooperative Agreement (MCA), and to review major DTX project deliverables. This work is defined in the Interim Agreement (dated September 1, 2023) between the Transbay Joint Powers Authority (TJPA) and Caltrain and is reimbursed by TJPA. As outlined in the Interim Agreement, the work includes the development of a 4KY Agreement to define the delivery of work needed at the 4th Street and King Street site to construct the DTX tunnel and its connection to the Caltrain mainline tracks. It also includes the development of the MCA. The key elements of the MCA include project definition, asset disposition, rail activation planning, operations and maintenance responsibilities and funding, and revenue allocation. The consultant team will also review TJPA-prepared deliverables, including those for the FTA, as needed. A1 added \$19,000 for additional support. A2 extended from 9/30/2024 to 6/30/2025. A3 extended from 6/30/2025 to 12/31/2025.	HNTB	5/28/2025	9/1/2023	12/31/2025	\$0
10703	Transit America Services, Inc. (TASI) Readiness to Perform Electric Multiple Unit (EMU) Maintenance	Support to assess TASI's readiness to perform EMU maintenance. A1 added \$179,000 for additional support. A2 added \$102,000 for additional support. A3 extended to 12/1/2025.	HNTB	4/25/2025	4/16/2024	12/1/2025	\$0
10881	Targeted Business plan update	Consultant Services for targeted update to the Caltrain Business Plan Artificial Intelligence extended from 12/31/2024 to 3/31/2025. Closed with \$26 balance.	Fehr & Peers	5/7/2025	5/21/2024	3/31/2025	(\$25)
11292	Station Access Policy Implementation	Consultant to provide consultant support for Caltrain Station Access Policy Implementation work. A1 extended from 6/30/2025 to 12/31/2025.	ARUP	6/27/2025	1/8/2025	12/31/2025	\$0
11510	Caltrain Planning Support	Seconded staff providing (up to 20 hours a week) support to the Rail Planning Division while the Deputy Director of Policy Development is out on leave. A1 added \$55,000 for additional support and extended to 12/31/2024. A2 extended to 3/31/2025. A3 extended to 6/30/2025 and added \$61,000 for additional support. A4 added \$25,000 for additional support.	Fehr & Peers	6/3/2025	6/3/2024	6/30/2025	\$86,441
11511	Fiscal Year (FY) 25 Service Alternatives Analysis	Consultant providing technical & Cost proposal for reduced services scenarios for Electrified Caltrain Corridor. Closed with \$7,000 balance.	Fehr & Peers	5/7/2025	7/9/2024	12/31/2025	\$(6,683)
11512	Hayward Park Assessment	Support for the assistance in reviewing development alternatives for TOD at the Hayward Park Caltrain Station. A1 added \$29,000 and extended to 10/31/2025.	Fehr & Peers	4/25/2025	10/29/2024	10/31/2025	\$28,633

WD#	Title	Description (Updates in Bold)	Vendor	Updated	Start	(Revised) End	Amount This Period
11680	Redwood City Grade Separation and 4-Track Hub Station Planning	Support to provide consultant support for pre-environmental planning work for the Redwood City Grade Separation and 4-Track Hub Station.	Mott	3/26/2025	3/25/2025	11/30/2025	\$499,998
11681	San Francisco Railyards Program Development	Support to provide management, engineering, and strategic advisory services for a program of mixed-use development and rail improvements at the 4 th Street and King Street station and railyard site in San Francisco (San Francisco Railyards program) during the environmental review and entitlement phase.	Mott	5/13/2025	5/9/2025	12/31/2025	\$70,000
11180	San Francisco Railyards Program Development	Support to provide management, engineering, and strategic advisory services for a program of mixed-use development and rail improvements at the 4 th Street and King Street station and railyard site in San Francisco (San Francisco Railyards program) during the environmental review and entitlement phase.	Kimley Horn	5/13/2025	4/1/2025	12/31/2025	\$595,000
11114	Capital Planning Support	Support for capital planning initiatives being managed or supported by the Planning Department, including but not limited to the San Francisquito Creek Bridge Conceptual Design & Community Engagement and Connecting Palo Alto projects located in Palo Alto. A1 reduced \$33,000 for closure of tasks and extended to 12/31/2024. Closed with \$11,000 balance.	HNTB	5/29/2025	7/1/2023	6/30/2025	\$(10,638)
11768	Caltrain Modernization (CalMod) Program Delivery-Report Manager Technical writer	Consultant to provide a report manager and technical writer for the Caltrain Modernization Program during the Peninsula Corridor Electrification Project (PCEP) closeout phase under the guidance and direction of the CalMod Program Director. A1 extended from 4/30/2025 to 6/30/2025.	HNTB	3/31/2025	1/1/2025	6/30/2025	\$0
TOTAL AMOUNT THIS PERIOD							\$1,243,244



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										
	Note: Current Electrified Service Schedule (Effective 1/27/2025)			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.