

**Amendment No. 10**

**To**

**Contract No. 10-PCJPB-S-025**

**Rail Operations, Maintenance, and Support Services**

**Contractor: TransitAmerica Services, Inc.**

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

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

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

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

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

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

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

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

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

WHEREAS, on January 23, 2024, the Agreement was amended to address certain corrections and clarification for TASI’s PCEP-Related Activities (Amendment No. 8); and

WHEREAS, on May 1, 2025, the Agreement was amended to add TASI as an additional named insured under the JPB's property insurance policy and include a waiver of subrogation with respect to such policy (Amendment No. 9); and

WHEREAS, the Parties have reviewed JPB's Responsibilities and Requirements under Section 13.B in the Agreement as amended, and conferred with JPB's property insurance carrier, and the Parties agree to restate and replace Amendment No. 9 with this Amendment and agree that JPB's property insurance should include a waiver of subrogation endorsement in favor of CONTRATOR and its affiliate Herzog Transit Services, Inc. to that property insurance policy added and effective May 12, 2025 ("Effective Date"), and in future policies; and

WHEREAS, the Parties wish to amend the Agreement to memorialize this amendment.

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

1. Section 13.B.2.b – Waiver of Subrogation, is amended by deleting the section and replacing it with:

b. Waiver of Subrogation.

The JPB's Railroad, General Liability, Property and Automobile policies including Excess or Umbrella policies shall contain a waiver of subrogation.

2. Amendment No. 9 is void and replaced in its entirety by this Amendment No. 10.
3. The recitals to this Amendment are incorporated as if fully set forth herein. Except for those changes expressly specified in this Amendment No. 10, all other provisions, requirements, conditions, and sections of the underlying Agreement, as previously amended, shall remain in full force and effect.
4. Notwithstanding anything to the contrary, the waiver of subrogation requirement and related endorsement to the JPB's Property policy shall be added as of, and is not effective until, May 12, 2025, and neither that amendment nor the related policy endorsement shall be retroactive. This Amendment and related endorsement shall not afford CONTRACTOR any additional rights beyond the waiver of subrogation, which did not already exist prior to the Effective Date nor shall it constitute a waiver of any rights or defenses of CONTRACTOR which existed prior to the Effective Date.

On behalf of the JPB

E-SIGNED by Michelle Bouchard  
on 2025-07-01 17:49:41 GMT

Signed: \_\_\_\_\_

Name: Michelle Bouchard

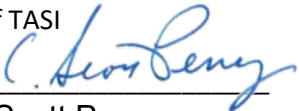
Title: Executive Director

Date: July 01, 2025

Approved as to form:  \_\_\_\_\_

Counsel for the JPB: James Harrison

On behalf of TASI

Signed: 

Name: C. Scott Perry

Title: President

Date: 06/24/2025