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David B. Kutrosky  
Managing Director

Date: September 12, 2014  
To: Capitol Corridor Joint Powers Board Directors  
From: David B. Kutrosky, Managing Director  
Subject: Supplemental Materials for the CCJPA Board Meeting -  
September 17, 2014

Please find attached for your review:

- CCJPA/Amtrak FY15 Operating Agreement (Draft) [V.3]
- Vision Plan (Preliminary Draft Report) [Item V.6]
- Overview of Crude Oil Train Shipments [Item V.7]
- Monthly Performance Report: (FY 2014 – 2015) [Item V.8]
- Marketing Activities (June – Aug 2014) [Item V.9.c]
- Encumbered Contracts and Purchase Orders (FY 2014 - 2015)

If you have any questions or comments, please do not hesitate to call me at  
510/464-6993.

Sincerely,

David B. Kutrosky  
Managing Director

Enclosures

**CAPITOL CORRIDOR  
JOINT POWERS AUTHORITY**  
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14TH FLOOR EAST  
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NATIONAL RAILROAD PASSENGER CORPORATION  
and  
CAPITOL CORRIDOR JOINT POWERS AUTHORITY

AGREEMENT FOR THE PROVISION OF  
RAIL PASSENGER SERVICE

**THIS AGREEMENT** made as of the first day of October 2014, by and between the National Railroad Passenger Corporation, a corporation organized under the Rail Passenger Service Act (recodified at 49 U.S.C. § 24101 et seq.) and the laws of the District of Columbia and having its principal office and place of business in Washington, D.C. (hereinafter referred to as “Amtrak”), and the Capitol Corridor Joint Powers Authority, a joint powers authority established under the laws of the State of California (hereinafter referred to as “CCJPA”).

**WHEREAS**, this Agreement complies with the provisions of California law (S.B. 457, A.B. 1720 and S.B. 47) which authorize the State of California (hereinafter referred to as the “State”) to enter into agreements with specified joint exercise of powers entities, pursuant to which CCJPA assumed responsibility for intercity passenger rail service within the Capitol Corridor; and

**WHEREAS**, this Agreement implements portions of the assignment and assumption of such responsibilities to CCJPA with respect to the Capitol Corridor and applies only to operations within the Capitol Corridor, except as otherwise expressly provided herein; and

**WHEREAS**, CCJPA has requested that Amtrak provide rail passenger service in the Capitol Corridor for the benefit of persons traveling to, from and within the State; and CCJPA has provided Amtrak adequate assurances as to CCJPA’s resources to reimburse Amtrak for certain portions of the associated operating losses (expenses not covered by revenue) of such service levels, as more specifically defined herein; and

**WHEREAS**, CCJPA is authorized by applicable State law to enter into this Agreement with Amtrak on the terms and conditions hereinafter set forth and funds for this purpose have been made available by CCJPA as set forth herein; and

**WHEREAS**, the parties wish to provide for certain described daily bus service to connect with the aforesaid rail passenger service, the cost of which will be borne by CCJPA; and

**WHEREAS**, CCJPA and Amtrak are committed to providing a safe, high-quality service at a reasonable cost, and are aggressively pursuing ongoing cost reduction strategies which are providing savings to be applied to enhanced service; and

**WHEREAS**, CCJPA and Amtrak believe that closer coordination with regional and local governments will help improve the Capitol Corridor service, and are eager to work with state, regional and local governments and agencies to concentrate on further improving the Capitol Corridor service and ensuring that the service becomes an efficient part of the region's transportation network.

**WHEREAS**, under Section 209 of the Passenger Rail Investment and Improvement Act of 2008, Pub. L. No. 110-432, 122 Stat. 4848 ("PRIIA"), Congress required, among other things, that Amtrak, in consultation with the relevant states and the District of Columbia, develop and implement a methodology for allocating the operating and capital costs of rail routes of not more than 750 miles outside the segment of the continuous Northeast Corridor railroad line between Boston, Massachusetts and Washington, District of Columbia among the relevant states and the District of Columbia, and Amtrak.

**WHEREAS**, Amtrak developed such a methodology in consultation with a group of states, but was unable to achieve the necessary concurrence on the methodology from all relevant states and the District of Columbia as required by PRIIA. Accordingly, on November 21, 2011, Amtrak petitioned the Surface Transportation Board (the "STB") to adopt Amtrak's proposed methodology.

**WHEREAS**, in a decision effective April 14, 2012, the STB adopted Amtrak's proposed methodology to meet the requirements of PRIIA (the "Agreed 209 Methodology"), which decision is incorporated herein by reference.

**WHEREAS**, the Capitol Corridor Service trains operating between San Jose, CA and Auburn, CA, ("Service"), are subject to the Agreed 209 Methodology.

**WHEREAS**, the parties wish to provide for certain described daily bus service between statewide points to connect with the aforesaid rail passenger service, the cost of which will be borne by the State subject to the Agreed 209 Methodology.

**NOW THEREFORE**, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

#### SECTION 1 – SERVICE TO BE PROVIDED

- (a) Amtrak shall provide rail passenger service over the route(s) set forth in Appendix I hereto and substantially in accordance with the schedules prescribed therein. Amtrak shall not be required to increase the frequency of any of the schedules

except pursuant to a mutually agreed and amended Appendix I made pursuant to Section 10 hereof.

- (b) Amtrak shall not be required to provide rail passenger service on any route additional to the route(s) set forth in Appendix I hereto except pursuant to a mutually agreed and duly executed and supplemental Appendix I. Each such supplemental Appendix I shall be supported by a market analysis conducted by Amtrak and acceptable to CCJPA. The parties agree to collaborate and to develop promptly a mutually agreed upon type and form of market analysis; provided, however, that such type and form may, in the light of future experience, be modified from time to time by mutual agreement between the parties. Amtrak will not unreasonably delay the consideration of CCJPA marketing studies.
- (c) CCJPA and Amtrak may, from time to time, identify extra work consisting of (1) new, additional, or modified services requiring Amtrak's expenditure of unanticipated costs resulting from changes in the requirements set forth in this Agreement, including the Appendices; (2) new, additional, or modified services required to support and facilitate third party projects approved by CCJPA; and (3) projects of limited duration for which the services are not included in the Appendices (collectively, "Extra Work"). Extra Work shall not include tasks performed by Amtrak at the request of CCJPA that do not require Amtrak to expend direct costs in excess of those it would incur in the absence of such tasks. The burden of proof to demonstrate to CCJPA that these conditions exist rests entirely with Amtrak.

Prior to undertaking any Extra Work, CCJPA and Amtrak will communicate on the proposed scope of work and agree upon the estimated cost in accordance with Subsection (c) of Section 3 hereof.

- (d) Amtrak shall diligently work to provide rail passenger service of high quality and the parties shall cooperate in efforts to improve the service, as may be appropriate. Unless expressly and mutually agreed in writing between the parties, the service shall be at least equal in quality and consistent in type to that of Amtrak's basic system services. Amtrak and the CCJPA shall jointly approve decisions impacting such things as menu items and prices, level of on-board amenities, fares, on-board operating policies (including procedures for disabled access, train crew procedures and stationing, and checked baggage service), and reservations requirements. Both parties agree that in order to provide a consistent level of service across all Amtrak services, that tariff policies (including age or membership restrictions to qualify for passenger-type discounts, and rules, procedures and fees for handling reservation cancellations, ticket exchanges, and ticket or payment refunds) will be handled consistent with Amtrak national policies.
- (e) The parties shall cooperate for the purpose of effecting the continuing existence and use of the rail passenger service herein and shall take such other action as

they may mutually agree is conducive to the establishment and provision of the service on a regular, efficient and economic basis. To that end, Amtrak may incorporate the service in its general advertising and promotional programs as it may deem appropriate to the area in which the service is provided. By mutual agreement between the parties, confirmed in writing, Amtrak shall, in consultation with CCJPA, arrange for additional/alternative advertising directed specifically to the service as a Route Advertising cost. The cost of such additional Route Advertising shall be borne by CCJPA, in accordance with the Agreed 209 Methodology.

Each party grants the other a limited, non-exclusive license to use its name, trade name, trademarks and services marks (collectively referred to as "Marks") for the purpose of implementing the regional marketing and advertising plan. Except as expressly provided herein, no right, property, license, permission or interest of any kind in or to the use of any Mark owned or used by a party is or is intended to be given or transferred to or acquired by the other party by the execution, performance or nonperformance of this Agreement or any part thereof. Each party agrees to comply with all of the other party's instructions regarding the other party's Marks. Neither party shall use any Marks of the other in any manner that would diminish its value or harm the reputation of the other party.

Each party acknowledges that the other party's Marks and copyrights are considered to be valuable and that it (or its licensors) claims to own all worldwide right, title and interest therein and thereto. Each party agrees that it shall in no way contest or deny the validity of, or the right or title of, the other party's Marks by reason of this Agreement. Each party further agrees not to register anywhere in the world any domain name, name, mark, symbol, logo, copyright, company, product name, service name or description that could be confused with or is similar to or which dilutes the other party's Marks.

Each party shall have the right to review and approve, prior to publication or display, the portion of any and all content, artwork, copy, advertising, promotional materials, direct mail, inserts, press releases, newsletters, web pages or other communications or any other publicity published or distributed by the other (or at its direction or authorization) that specifically references this Agreement, the party's name or uses any of the party's Marks. Approval shall not be unreasonably withheld or delayed, and in no event shall the time period to respond to a request for approval exceed thirty (30) days. All advertising and promotional materials shall contain disclaimers, limitations of liability notices, proprietary notices (e.g., trademark and copyright notices) and such other notices as required by the other party. Notwithstanding any notice provision in this Agreement, the parties may provide notice of approval or rejection as mutually agreed upon by the parties.

- (f) Amtrak agrees to insert, in all published timetables related to the rail passenger service herein, the following statement:

“This service is financed primarily through funds made available by the State of California, Department of Transportation”.

- (g) In order to enhance the operation of the service set forth in Appendix I, Amtrak and CCJPA may, from time to time, identify projects to improve facilities used on the Capitol Corridor route identified in Appendix I. Projects are understood to include the following: maintenance, physical improvements, alteration or repair work done for facilities related to rail or feeder bus service, which facilities include, but are not limited to, track, rail equipment, and stations (landscaping, pavement, parking lots, signage, P.A. systems, baggage rooms, lighting, bus loading and layover area).

Such projects may, at the written request of CCJPA and with the written approval of Amtrak, be undertaken by Amtrak using funds allocated by CCJPA. In order to implement a specific project, CCJPA will provide Amtrak with a written authorization to proceed with that project, including a project description, any prior written approval of the plans and specifications for the project, and the total cost estimate and limits for such project. Such authorization shall specify the maximum amount of money that is allocated to the specific project being authorized. Amtrak shall respond to CCJPA’s authorization within sixty (60) days, providing concurrence in or rejection of the project description and budget. If Amtrak provides concurrence, its response shall advise of the project’s estimated schedule, including start and completion dates. If Amtrak rejects the project, its response shall specify the reason(s) therefor.

- (h) Amtrak shall contract with one or more bus operators (“Contract Bus Operator(s)”) for the provision of connecting bus service between an Amtrak station or stations and other points, over such route(s) and in accordance with service levels as may be more particularly set forth in Appendix II, attached hereto and made part hereof. Only passengers in possession of valid Amtrak tickets, vouchers or passes for transportation to, from, or through the Amtrak station or stations set forth in Appendix II shall be accepted for carriage except Route 35. Amtrak shall observe all provisions set forth in Senate Bill 804, Chapter 458, except as modified by the provisions of SB 684, Chapter 200 Statutes of 2007. No checked baggage shall be carried, except between such specific points as may hereafter be agreed to by Amtrak and CCJPA.
- (i) CCJPA is leasing State-owned cars and locomotives for shared service in northern California on the Capitol Corridor with the equipment also being assigned to the San Joaquin Corridor. When a State-owned car or locomotive is made a part of the pool supporting these two corridors, Amtrak will give CCJPA twelve (12) hours advance written notice of its arrival. Upon its arrival, the car or locomotive will be held for CCJPA inspection. When CCJPA notifies Amtrak that the vehicle has been inspected or after the vehicle has been in northern California for twelve (12) hours, whichever occurs first, the vehicle shall be released for Amtrak

use. Amtrak will notify CCJPA in writing that a car or locomotive is leaving the northern California pool eighteen (18) hours before movement. Provided this notification is given, Amtrak is free to move the car or locomotive upon inspection by CCJPA or at the end of the eighteen (18) hour period (whether or not it has been inspected by CCJPA), whichever occurs first. In an emergency situation, Amtrak is authorized to move State-owned cars and locomotives in and out of the northern California pool without the notice and holding periods set forth above; however, Amtrak will provide a notice to CCJPA as soon as possible.

- (j) Reserved {under development}.
- (k) To appropriately monitor the fiscal performance of the Service, the parties agree to meet on a quarterly basis to review and discuss actual results versus budget, and current Capitol Corridor related job vacancies, and to make adjustments to this Agreement and other service-related documents as necessary and appropriate. Both parties agree that maintaining appropriate staffing levels is key to the continued success of the Service, and Amtrak is committed to sourcing qualified job applicants and filling vacancies in a timely and efficient manner.
- (l) Amtrak shall deploy State-owned equipment among the San Joaquin, Surfliner and Capitol Corridors consistent with the Deployment Plan for State-Provided Equipment. Amtrak agrees to meet on a monthly basis with the State and CCJPA to review and update, as necessary, the Deployment Plan. Further, CCJPA agrees to meet with the Amtrak and the State within 48 hours of an event that causes a reduction in the number of available units of equipment identified in the Deployment Plan, in order to modify the Deployment Plan to meet the reduced level of equipment.
  - (m) The Letter of Understanding dated May 25, 2007 between State and CCJPA to formalize all equipment maintenance responsibilities between State and CCJPA (“Letter of Understanding”) is attached hereto and incorporated herein as Appendix XIV. In accordance with the Letter of Understanding, the State shall have the ability to make all final decisions regarding modifications to State-owned equipment. CCJPA understands and agrees that Amtrak shall not modify State-owned rolling stock without the State’s prior written approval. Notice of such Caltrans-authorized modifications shall be provided to CCJPA as soon as possible. In the event Amtrak modifies State-owned rolling stock without the State’s prior written approval, Amtrak shall be responsible for all costs associated with restoring the rolling stock to its prior condition.
- (n) The parties acknowledge that they each maintain websites promoting the Capitol Corridor Service. In an effort to maintain consistent websites, each party will timely notify the other of any updates or changes to their respective website.

SECTION 2 – DECISIONS AFFECTING SERVICE

- (a) Amtrak shall give CCJPA not less than thirty (30) days' prior notice in writing of implementation of any Amtrak decision which is likely to have a significant effect on the scheduling, marketing (including fares and ticketing), or operations of the rail passenger service provided pursuant to this Agreement. Such notice shall contain information in sufficient detail to support and justify such decision. CCJPA hereby recognizes Amtrak's statutory obligation to act in a manner consistent with prudent management in providing rail passenger service, including any expansion of rail passenger service. Accordingly, the parties shall work in good faith to reach mutual accord on any such decision as aforesaid pursuant to the following procedure:
- (i) If any proposed aforesaid decision relates only to the train and bus services provided pursuant to this Agreement, and if it can be implemented, in the reasonable judgment of Amtrak, without adversely affecting other Amtrak service, Amtrak shall obtain CCJPA's concurrence thereon prior to such implementation. CCJPA shall promptly respond in writing to notice from Amtrak as aforesaid stating that it concurs, or, in the alternative, giving reasons in sufficient detail why it does not concur. In the latter event, the parties shall promptly confer for the purpose of reaching mutual agreement and concurrence within the period of the notice; provided, however, that CCJPA shall not unreasonably withhold its concurrence.
  - (ii) If, in the reasonable judgment of Amtrak, any proposed aforesaid decision will affect other Amtrak service, Amtrak shall solicit CCJPA's concurrence thereon prior to implementation. CCJPA shall promptly respond in writing to notice from Amtrak as aforesaid stating that it concurs or, in the alternative, giving reasons in sufficient detail why it does not concur. In the latter event, the parties shall promptly confer for the purpose of reaching mutual agreement and concurrence within the period of the notice; provided, however, that if the parties fail to agree, Amtrak may implement such proposed decision upon the expiration of the period.
  - (iii) If, under Subsections (a) (i) or (ii) of this Section 2, CCJPA fails to respond in writing to notice from Amtrak as aforesaid within fifteen (15) days, CCJPA shall be deemed to have concurred in the proposed decision set forth therein.
- (b) Notwithstanding the notice procedures contained in this Section 2, if access to or over rail lines on any route provided herein shall be unavailable by reason of obstruction or otherwise, Amtrak may suspend or reroute any part of the service

provided pursuant to this Agreement for so long as such access shall be unavailable. Amtrak shall promptly notify CCJPA of any such suspension or rerouting, and the parties shall cooperate to restore the rail service provided for herein.

- (c) If either party desires to change any service element in this Agreement, it will give written notice to that effect. The parties agree that within two (2) weeks of receipt of such written notice, they will meet to negotiate the desired changes. If the parties agree to change a service element, the Agreement will be amended as required by the service change. The parties may not after good faith discussions unreasonably withhold consent to change a service element. The foregoing notwithstanding, either party may withhold such consent at its sole discretion due to an adverse impact on service quality, ridership, and/or financial performance. If consent is withheld, such service element change will not occur.
- (1) Notwithstanding Section 2(c) above CCJPA may, upon not less than 180 days prior written notice, request that Amtrak increase the level of Capitol Corridor Service and/or the amount of equipment used in the Capitol Corridor Service, or upon not less than 60 days' notice request that Amtrak decrease the level of Capitol Corridor Service, so as to meet the needs of the traveling public. If the request is to increase either the Capitol Corridor Service or the amount of equipment used, Amtrak shall exercise reasonable efforts to accommodate such request, which may include providing additional compatible rail passenger equipment from its available resources or, by written agreement with CCJPA, to employ such additional compatible equipment as CCJPA may choose to make available for use in the Capitol Corridor Service, consistent with the funding requirements of the Agreed 209 Methodology. In the event that equipment is made available by CCJPA, or because the CCJPA desires to substitute CCJPA-owned or leased equipment for Amtrak-owned equipment, such equipment will be used in the Capitol Corridor Service only if it complies with all applicable laws and regulations, and by mutual agreement of the parties, is compatible with Amtrak operations and associated equipment. The CCJPA and Amtrak will use all good faith efforts to resolve discrepancies in compatibility. The CCJPA shall be responsible for obtaining the approval of any railroads over which such equipment is to be operated. Equipment includes locomotives, cab cars and any other type of car used in a passenger train.
- (2) If equipment normally used in the Capitol Corridor Service becomes unavailable for any reason, Amtrak shall exercise reasonable efforts to substitute additional compatible rail passenger equipment from its available resources, consistent with the funding requirements of the Agreed 209 Methodology, including Equipment Capital Charges associated with the Funding Parties' use of such substitute equipment. Alternatively, the CCJPA and Amtrak may, by written agreement, agree to use such additional compatible equipment as the CCJPA may choose to make available, subject to the terms relating to such use as set forth in Subsection (c)(1) above.

- (d) Changes in bus service schedule(s) may be made, as necessary to coordinate with changes in applicable schedules of Amtrak's rail passenger service. Each such service shall commence on the applicable commencement date set forth in Appendix II and shall terminate without further notice on the applicable termination date set forth therein. Notwithstanding the foregoing, any such service may be terminated by Amtrak (with the concurrence of CCJPA) or the Contract Bus Operator on sixty (60) days' prior written notice; and CCJPA may upon seventy-five (75) days' prior written notice, request Amtrak to terminate any portion of the service provided in Appendix II; provided, further, that termination hereunder shall not relieve either party hereto of financial obligations incurred prior to termination.
- (e) Amtrak shall notify and consult (and include, as necessary) CCJPA of discussions or negotiations with railroads or appropriate regional rail authorities regarding schedule changes which impact Service hereunder.

### SECTION 3 – AMOUNT OF REIMBURSEMENT BY CCJPA

- (a) CCJPA shall pay Amtrak the following financial support for the operation of the Service described in Appendix I for the period from October 1, 2014 through and including September 30, 2015:

Capitalized terms shall have the meaning set forth in the Agreed 209 Methodology.

- (i) The sum of Forty Six Million, Seven Hundred Fifty Three Thousand Dollars (\$46,753,000 ) representing a fixed fee for all projected Route Costs and Additives for the Service other than Third Party Costs and Capital Costs – Passenger Service Equipment (“Fixed Fee”). CCJPA and Amtrak agree that the Fixed Fee has been mutually agreed upon by the parties and is not subject to audit adjustment.
- (ii) Operating Costs – general. Operating Costs will be calculated according to the Agreed 209 Methodology. Route Costs, Additives and Passenger and Other Allocated Revenues shall be fixed for the duration of the Agreement in the amounts specified in Appendix XV, Schedule B and are not subject to audit adjustment. Third Party Costs shall be charged based on actual costs incurred. For purposes of estimating the net Operating Cost, estimates of Third Party Costs are provided in Appendix XV, Schedule B.
- (iii) Third Party Costs – Fuel. Estimated Fuel cost shall be calculated by Amtrak using the Amtrak Performance Tracking (APT) system methodology and invoiced to CCJPA for each billing period. Fuel hedges

utilized by Amtrak are reflected in the estimated Fuel Costs, and will be applied in the calculation of actual Fuel Costs, regardless of economic conditions.

- (iv) Third Party Costs – Host Railroad Maintenance of Way, Performance Incentives and Other Costs. Host railroad expenses shall be computed by Amtrak on a monthly basis based upon the APT system methodology and invoiced to CCJPA for each billing period. On a quarterly basis, Amtrak shall provide documentation for in-person review at an Amtrak location APT host railroad Maintenance of Way and Other Costs. CCJPA will not disclose to any third party without Amtrak's prior approval any confidential or proprietary data provided hereunder.
- (v) Capital Costs – Passenger Service Equipment. Capital Costs for Passenger Service Equipment are included in this Agreement and will be calculated as a usage fee according to the Agreed 209 Methodology and will be charged to the CCJPA in accordance with Appendix XV, Schedule C.
- (vi) Capital Costs – Fixed Assets. Under the provisions of PRIIA Section 209, Capital Costs associated with the utilization of Amtrak owned fixed asset capital investments and/or various other non-Amtrak owned fixed assets utilized for the operation of a state-supported route are to be calculated according to the Agreed 209 Methodology and charged to the applicable state-supported routes utilizing such assets. As of the present time, no specific calculations have yet been developed for the allocation of such costs and accordingly, no such costs have been allocated, nor are currently being assessed under the provisions of this Agreement.

The total amount of the CCJPA's financial obligation to Amtrak under this Agreement for Services to be rendered by Amtrak pursuant thereto shall not exceed the amount(s) set forth in Appendix III hereto. The parties further agree that within 45 days of the last day of each month of the contract year, the parties will review actual Third Party Costs for the preceding month in order to evaluate whether the remaining funds available to the CCJPA are likely to meet the projected Route Costs, Additives, Third Party Costs and Capital Costs – Passenger Service Equipment for the remainder of the contract year. In the event that the amount of projected Route Costs, Additives, Third Party Costs and Capital Costs – Passenger Service Equipment for the remainder of the contract year is forecasted to exceed the remaining available CCJPA funds, including use of the fuel and/or host railroad access fee credits described in Section 4(b) below, the CCJPA agrees to: (a) obtain supplemental funding; and/or (b) work with Amtrak to implement any and all necessary service modifications to reduce projected contract payments to match the level of anticipated funding. Amtrak shall not be required to provide any of the said Service or any services whatsoever for which the CCJPA is not bound hereunder or for which the cost to the CCJPA,

as determined hereunder, exceeds the aforesaid amount(s); provided, further, that the CCJPA may increase the amount of its financial obligation hereunder through transfers or additional appropriations.

- (b) CCJPA hereby agrees to pay Amtrak for the costs of projects undertaken in accordance with Subsection (g) of Section 1 of this Agreement, in accordance with the Agreed 209 Methodology.
- (c) In the event Amtrak provides services in accordance with Subsection (c) of Section 1 of this Agreement, CCJPA shall compensate Amtrak in accordance with the Agreed 209 Methodology.
- (d) In the event the parties fail to reach agreement for operation of the Service for the period October 1, 2015 through September 30, 2016 ("FY16 Agreement") prior to October 1, 2015, the parties agree that the terms of this prior FY15 Agreement shall govern continued operation of the Service until a new agreement is executed by the parties ("Continuation Period"). In such event, the CCJPA agrees to continue to reimburse Amtrak for the Operating Costs and Capital Costs – Passenger Service Equipment, at the level established for the period October 1, 2014 through September 30, 2015, plus the addition of a 4% escalation component, for the first three months (October 1, 2015 through December 31, 2015) of the Continuation Period, with the escalation component increasing to 5% for the Continuation Period beyond December 31, 2015. Once an FY16 Agreement is executed by the parties, Amtrak will credit the CCJPA's payments made during the Continuation Period to the CCJPA's obligations under the FY16 Agreement. In no event shall the Continuation Period extend beyond June 30, 2016.
- (e) From time to time, Amtrak may make updates to the Amtrak Performance Tracking (APT) system which is the basis of many cost allocations within the Agreed 209 Methodology, or may make updates to Operating or Capital Cost forecasts derived from APT data. In the event any such updates are, consistent with the requirements of Section 209 Methodology, determined by Amtrak to warrant the revision of any such costs in a manner that would result in an adjustment of the amounts paid by or to be paid by the CCJPA under the terms of this Agreement, Amtrak will notify the CCJPA of such adjustment(s) and, subject to mutual agreement of the parties, amend this Agreement accordingly.

#### SECTION 4 – MANNER OF REIMBURSEMENT

- (a) On or before the fifteenth day of each month from the first through the twelfth months, inclusive, of the federal fiscal year specified in Appendix III hereto, CCJPA agrees to reimburse Amtrak in accordance with the monthly payment schedule included in Appendix XV, Schedule A, in response to an invoice rendered by Amtrak. Invoices shall be rendered not less than forty-five (45) days prior to the due date and shall specify the address to which the said remittance shall be made. Payment of all invoices will be due upon receipt. A late fee of one

- (1) percent per month will be charged on the outstanding balance of all unpaid invoices more than 30 days from the CCJPA's receipt of a check from the State of California for the unpaid invoice(s). In the event of a natural disaster that causes Capitol Corridor revenue to increase or decrease, Amtrak and the CCJPA mutually agree to review projected revenue and expense identified in the monthly payment schedule included in Appendix XV, Schedule A. As a result of the review described in the previous sentence, should the parties determine that the funds available to the CCJPA for the remainder of the year are insufficient to support the service levels described in Appendix I and Appendix II, the CCJPA agrees to: (a) obtain supplemental funding; and/or (b) work with Amtrak to implement any and all necessary service modifications to reduce projected contract payments to match the level of anticipated funding.
- (b) Amtrak shall also submit Monthly Reconciliation Statements to the CCJPA that establish the APT-based Third Party Costs for operating the Capitol Corridor. As provided by the Agreed 209 Methodology, the monthly Third Party Costs will be calculated based on APT and using supplemental financial data in accordance with Section 3(a)(iii) and Section 3(a)(iv). Fuel hedges utilized by Amtrak are reflected in the estimated fuel costs, and will be applied in the calculation of fuel expenses, regardless of economic conditions. Third Party Costs credits resulting from the monthly reconciliation process will be credited to the CCJPA CCRP as set forth in Appendix III of this Agreement, which credits may be used among other things, to pay for Host Railroad Performance Payments due the Union Pacific Railroad that exceed the FY15 estimate for the Capitol Corridor. Amtrak shall also submit a year-end final reconciliation to the CCJPA following the Appendix III format for 'aggregate amount allocations'. A sample of the Monthly Reconciliation Statement is set forth in Appendix [ ] and has been agreed upon by the parties as providing a satisfactory level of supporting documentation.
- (c) In the event that CCJPA shall fail to remit any undisputed payment in full, as provided in this Section, Amtrak may suspend the applicable portion or portions of the rail passenger service provided for herein on ten (10) days' prior notice in writing to CCJPA of intended suspension. Notwithstanding the 180-day notice requirement contained in 49 U.S.C. Subsection 24706(a), if CCJPA fails to remit payment in full within the period of the said notice, Amtrak shall discontinue the portion or portions of the said service referred to therein after thirty (30) days prior written notice to the CCJPA; provided, however, that such discontinuance shall not constitute or be construed as a waiver by Amtrak of any such payment; provided, further, that any such discontinuance shall be without prejudice to the continued operation of any remaining portion or portions of the said service. Invoices issued by Amtrak under Section 4(b), 4(d) or 4(e) shall be paid within thirty (30) days of receipt.
- (d) If any projects are implemented in accordance with Subsection (g) of Section 1 above, Amtrak shall render separate invoices for each project. Such invoices shall

be rendered as soon as practicable after the completion of the project, but in any event not more than sixty (60) days after completion.

- (e) If any Extra Work is undertaken in accordance with Subsection (c) of Section 1 above, Amtrak shall render separate monthly invoices for the Extra Work. Such invoices shall be rendered as soon as practicable after each month or the completion of the project whichever is earlier, but in any event not more than sixty (60) days after the month or upon completion of the project.
- (f) Notwithstanding the expiration date of this Agreement or the termination of this Agreement for any reason, CCJPA will pay Amtrak for costs for services performed during the term of this Agreement and for the costs of projects authorized and begun during the term of this Agreement but invoiced after the expiration date or termination of this Agreement.
- (g) Not later than ninety (90) days following the termination of the said Service as provided herein, each party hereto shall remit to the other the full balance due with respect to underpayment or overpayment, if any, relating to the obligations of each party to the other pursuant to the terms of this Agreement.
- (h) In the event that Amtrak fails to perform the services as required by this Agreement, or an invoiced amount is disputed by CCJPA, the provisions of this subsection shall apply.

- (i) **Withholding Payment Due to Failure to Comply**

In the event Amtrak does not substantially comply with the requirements of this Agreement including the Appendices as they relate to CCJPA provided equipment and train and bus service operations set forth in Appendix I and Appendix II, CCJPA shall compute the value of the perceived failure and notify Amtrak in writing that a corresponding amount will be withheld from the monthly payment following the next monthly payment if the perceived failure has not been resolved to the CCJPA's reasonable satisfaction. CCJPA shall detail the reason for the proposed withholding of payment, as well as the detail calculations for the failure amount and the actions CCJPA considers necessary to resolve the perceived failure. Once resolution of the failure to comply is achieved between CCJPA and Amtrak, the notice to withhold will either be withdrawn, upheld, or modified, and the portion of the monthly payment withheld, modified if applicable, will be remitted with the next monthly payment. Should resolution of the perceived non-compliance not be achieved through negotiation or the dispute resolution provisions of Section 10.1 of

the Renegotiated Maintenance and Transfer Agreement between the CCJPA and Amtrak dated October 1, 1999 herewith (hereinafter referred to as the "RMTA"), the withheld amount will be paid under protest once the invoice for that month is presented. Such payment shall not be considered as resolution of the dispute, and the process outlined in Section 10 of the RMTA shall be carried to its conclusion. Should the resolution of the dispute result in a refund to CCJPA, said refund shall be applied as a credit to the next monthly payment, and shall be expressly accounted for therein. Should resolution of the dispute result in a remittance or payment to Amtrak, said payment will be made to Amtrak in the next monthly payment due, and shall be expressly accounted for therein.

(ii) Withholding Payment Due to Invoice Dispute

In the event CCJPA disputes a charge detailed in an invoice pursuant to Sections 1 (c) or (g) and Section 3 (a) (ii) or (iii), and Amtrak cannot provide a reasonable explanation of said charge, CCJPA shall have the right to withhold the amount in dispute as specified herein and shall be required to pay the remainder of the invoice. CCJPA shall advise Amtrak, in writing, of the amount of disputed charges to be withheld, detail reasons for the withholding, and the actions that CCJPA considers necessary to resolve the disputed invoice amount. CCJPA shall notify Amtrak in writing of its intention to withhold the payment of an invoice amount. Once resolution of the disputed invoice amount is achieved between CCJPA and Amtrak, the notice to withhold will either be withheld, withdrawn, or modified and the portion of the disputed invoice will be remitted promptly, not more than thirty (30) days after resolution of the dispute. Should resolution of the disputed invoice amount not be achieved through negotiation or the dispute resolution provisions of Section 10 of the RMTA, the withheld amount will be paid under protest after three (3) calendar months of withholding. Such payment shall not be considered as resolution of the dispute and the process outlined in Section 10 of the RMTA shall be carried to its conclusion. Should the resolution of the dispute result in a refund to CCJPA, said refund shall be applied as a credit to the next monthly payment, and shall be expressly accounted for therein. Should resolution of the dispute result in a remittance or payment to Amtrak, said payment will be made to Amtrak in the next monthly payment due and shall be expressly accounted for therein.

(i) With CCJPA assuming the risk of fuel costs and host railroad access fee payments, any revenue above the Passenger and Other Allocated Revenue

estimated for the FY14 Capitol Corridor Service shall be used as directed payments to offset any additional cost for fuel and/or host railroad access fee payments that exceed their respective budgets. The balance of any remaining revenue above the Passenger and Other Allocated Revenue estimated for the FY14 Capitol Corridor Service that have not been used to cover fuel and/or host railroad access fee payments that exceed their respective budgets, will remain with Amtrak.

- (j) Capitol Corridor Reinvestment Program (CCRP). The CCRP will be funded both directly by CCJPA and through the access fee and fuel credits described in Section 4(b). Funds from the CCRP will be used for the following:
- (i) to reimburse Amtrak for projects initiated in accordance with Section 1(g);
  - (ii) to reimburse Amtrak for Rolling Stock Insurance (RSI), representing CCJPA's estimated share of premium cost for RSI procured by Amtrak on behalf of the State of California;
  - (iii) to pay for Host Railroad Performance Payments due the Union Pacific Railroad that exceed the FY14 estimate for the Capitol Corridor.

Any remaining amount will be retained in the CCRP for use by the CCJPA at their sole discretion

#### SECTION 5 – INDEMNIFICATION

- (a) Amtrak will indemnify and hold harmless (and defend, in accordance with the provisions of Subsection (d) below) CCJPA, its employees and agents, against any and all claims, damages, liability and court awards, including reasonable costs, expenses and attorney fees, incurred as a result of any act or omission by Amtrak or its employees, agents or contractors, and third parties except with respect to claims, damages, liability and court awards for which CCJPA is required to indemnify Amtrak pursuant to Subsection (b) hereof. Further, Amtrak will indemnify and hold harmless (and defend, in accordance with the provisions of Subsection (d) below) CCJPA, its employees and agents, irrespective of any negligence of any kind on their part, against any and all claims, damages, liability and court awards, including reasonable costs, expenses and attorney fees, incurred for death or injury to Amtrak employees. For the purpose of this Section 5, each of the member agencies of CCJPA and the State and their employees, while performing a duty delegated to it or them by CCJPA, shall be considered an "agent" of CCJPA. However, in no event shall Amtrak be liable to CCJPA, its employees or agents, for any special, incidental or consequential damages, even if Amtrak has been advised of the possibility of such potential loss or damage.
- (b) CCJPA will indemnify and hold harmless (and defend, in accordance with the provisions of Subsection (d) below) Amtrak, its employees and agents, irrespective of any negligence of any kind on their part, against any and all

claims, damages, liability and court awards, including reasonable costs, expenses and attorney fees, incurred (1) for death or injury to any person except Amtrak employees and for damage to any property except Amtrak property as a result of any act or omission by CCJPA or its employees, agents or contractors, and (2) for death or injury to employees of CCJPA, its agents or contractors which death, or injury occurs while such CCJPA employee, agent, or contractor is (i) at any Amtrak maintenance facility or station or on any railroad right of way, or (ii) riding a train or bus on an inspection pass (rather than on a purchased ticket); and (3) for damage to property of CCJPA, the State, their employees, agents or contractors, and CCJPA hereby releases and waives any claim against Amtrak, its employees and agents for damage to such property. However, in no event shall CCJPA be liable to Amtrak, its employees or agents for any special, incidental or consequential damages, even if CCJPA has been advised of the possibility of such potential loss or damage.

- (c) Amtrak shall name CCJPA, the CCJPA member agencies, the State of California, Department of Transportation, and the California State Transportation Agency as additional insureds on Amtrak's existing excess railroad liability insurance policy or policies, but only as respects services provided by Amtrak pursuant to this Agreement for the purpose of satisfying the indemnification and associated defense cost obligations assumed by both parties pursuant to this Agreement. Notwithstanding the foregoing, the indemnification obligations of Amtrak to CCJPA shall not be limited to such insurance coverage.
- (d) Each party agrees to provide prompt written notice and all information and to cooperate fully with respect to any claims presented to such party, which are subject to indemnification and defense by the other party.
  - (i) If a claim, lawsuit, action or proceeding arises solely from the alleged conduct of, or death or injury to, the employees, agents or contractors of CCJPA or the State or damages to property of CCJPA, the State, CCJPA's employees, agents or contractors for which CCJPA has agreed to indemnify Amtrak pursuant to Subsection (b) of this Section, then CCJPA shall assume the defense and bear the cost and expense (including attorneys' fees) of undertaking the defense and/or settlement of and shall pay any settlement or final judgment disposing of such claim, lawsuit, action or proceeding; provided, however, that if a final adjudication or arbitral decision is later made that the death or alleged injury or damage arose partially as a result of conduct for which Amtrak has agreed to indemnify CCJPA hereunder, then Amtrak shall reimburse CCJPA promptly for the proportional costs and expenses (including attorneys' fees) incurred by CCJPA therefor.

- (ii) If a claim, lawsuit, action or proceeding arises solely from the alleged conduct of Amtrak, its employees, agents or contractors or from death or injury to Amtrak employees for which Amtrak has agreed to indemnify CCJPA pursuant to Subsection (a) of this Section, then Amtrak shall assume the defense and bear the cost and expense (including attorneys' fees) of undertaking the defense and/or settlement of and shall pay any settlement or final judgment disposing of such claim, lawsuit, action or proceeding.
- (iii) If a claim, lawsuit, action or proceeding arises from the alleged conduct of both Amtrak and CCJPA for which each has agreed to indemnify the other pursuant to this Section or if the cause of the death or alleged injury or damage is not alleged at the time the claim, lawsuit, action or proceeding is filed, then Amtrak shall undertake the defense and/or settlement of such claim, lawsuit, action or proceeding and shall initially bear the cost and expense (including attorneys' fees) thereof, and CCJPA shall have the right to participate in the defense at its own expense and to approve any settlement or referral to arbitration. If a final adjudication or arbitral decision is later made that the death or alleged injury or damage arose as a result of conduct for which CCJPA has agreed to indemnify Amtrak hereunder, then CCJPA shall reimburse Amtrak promptly for the costs and expenses (including attorneys' fees) incurred by Amtrak therefor.

#### SECTION 6 - INSPECTION AND AUDIT

- (a) CCJPA may, at any time, inspect the rail passenger and bus feeder services, facilities and equipment provided hereunder; provided, however, that such inspection shall not hinder or delay the operation of the said Service. Upon reasonable notice, and no more than once annually, Amtrak shall permit auditors or any other duly authorized agents of CCJPA to inspect all books, records and accounts relating to amounts invoiced pursuant to Section 1 (b) and (f), including supporting documentation provided to Amtrak by vendors in connection therewith. All such books, records, accounts and documents shall be maintained by Amtrak in accordance with generally accepted accounting principles and be accessible to CCJPA for a period of three (3) years following the expiration of each contract period as defined in Appendix III hereto. No copies of Amtrak confidential and proprietary records may be made by CCJPA or its authorized agents. During the audit period and pending the results of the audit, CCJPA may not withhold or short pay any advance or reconciliation amounts either based upon preliminary audit findings or awaiting the results of the audit.
- (b) Amtrak shall, without cost to CCJPA, provide the number of passengers carried and passenger miles operated for each train as included in Appendix I. Such data

shall be computed and furnished on a monthly basis. Amtrak will provide CCJPA with the monthly ridership tape origin-destination data for all tickets collected on the train and feeder bus network. Furthermore, Amtrak will take reasonable steps to provide such supplemental data relating to the said Service as may be reasonably requested by CCJPA.

#### SECTION 7 – FORCE MAJEURE

The obligations of Amtrak hereunder shall be subject to force majeure. Amtrak shall not be liable for any failure to perform, or for any delay or cancellation in connection with the performance of any obligation hereunder if such failure, delay or cancellation is due to or in any manner caused by the statutes, laws, regulations, acts, demands, orders or interpositions of any federal, state, county or local government agency or joint powers authority having jurisdiction thereof, or by Acts of God, strikes, fire, flood, weather, theft, vandalism, war, acts of picketing, rebellion, insurrection or terrorism, track condition, or any other cause beyond Amtrak's control.

#### SECTION 8 –TERMINATION

- (a) This Agreement shall terminate effective upon termination of the Interagency Transfer Agreement between the State and CCJPA. CCJPA agrees to give notice to Amtrak, by overnight courier with confirmed delivery, promptly upon receipt of notice from the State of termination of the Interagency Transfer Agreement in accordance with its provisions, or if given by CCJPA, promptly upon giving such notice to the State. This Agreement may be terminated upon ninety (90) days prior notice in writing from CCJPA to Amtrak. Upon termination of this Agreement for any reason at any time other than at the end of a federal fiscal year, CCJPA shall pay the following termination costs to Amtrak:
- (i) The reasonable cost of settling and paying claims out of the termination of Services under subcontracts or purchase orders;
  - (ii) Reasonable costs determined at the time of termination which are incurred pursuant to the performance of any specific written instructions received from CCJPA concerning such termination; and
  - (iii) Any other reasonable costs incidental to such termination of Service, specifically excluding, however, any costs of labor protection arising from such termination.

Notwithstanding all of the foregoing, the total amount of termination costs payable to Amtrak shall not exceed 1/12 of the approved contract amount as set

forth in Appendix III for the fiscal year in which the termination occurs. No termination of this Agreement shall diminish or affect CCJPA's obligation to pay for any service rendered or to fulfill any other obligation incurred prior to the effective date of the termination.

- (b) Termination pursuant to this Section shall be without prejudice to Amtrak's right to receive compensation and reimbursement pursuant to the provisions of Sections 3 and 4 hereof for Service provided until and including the date of termination.

#### SECTION 9 – NOTICES

Except as otherwise provided in Section 4 (a) hereof, any notices required by this Agreement or related to the service provided for under this Agreement by either party shall be in writing and shall be directed to the officials identified herein by personal delivery or by deposit in the United States mail via first class mail, postage prepaid, or by overnight courier.

For Amtrak:                   Contractual Issues:  
Senior Director State Partnerships  
National Railroad Passenger Corporation  
530 Water Street, 5<sup>th</sup> Floor  
Oakland, California 94607

All Other Issues:  
Deputy General Manager California  
National Railroad Passenger Corporation  
530 Water Street, 5<sup>th</sup> Floor  
Oakland, California 94607

For CCJPA:                    Managing Director  
Capitol Corridor Joint Powers Authority  
300 Lakeside Drive, 14<sup>th</sup> Floor East  
Oakland, California 94612

The titles and addresses set forth herein may be changed at any time by either party hereto by notice in writing to the other.

#### SECTION 10 – AGREEMENT CONTENT

- (a) This Agreement constitutes the entire agreement between the parties related to the subject matter hereof. There are no agreements, whether express or implied except as are expressly set forth herein. All prior agreements and understandings between the parties with respect to the provision of service herein and after the

effective date of this Agreement are subsumed within this Agreement. No change or modification in or to this Agreement, excepting only those changes provided for in Appendix I, Appendix II and Appendix III shall be of any force or effect unless in writing, dated and executed by duly authorized representatives of the parties.

- (b) Notwithstanding the provisions of Subsection (a) of this Section, the parties acknowledge and agree that as between CCJPA and Amtrak the provisions of the RMTA control the use by CCJPA and operation by Amtrak of State-owned cars and locomotives for the rail service provided hereunder. To the extent that there are any conflicts or inconsistencies between the provisions of this Agreement and the RMTA, the provisions of this Agreement shall be controlling.

#### SECTION 11 – CONSTRUCTION

The Section headings used in this Agreement are for convenience only and shall not affect the construction of any of the terms hereof. This Agreement and the rights and obligations of the parties hereto shall be governed by and construed in accordance with the laws of the District of Columbia without regard to conflicts of laws or choice of laws provisions.

#### SECTION 12 – SEVERABILITY

If any part of this Agreement is determined to be invalid, illegal or unenforceable, such determination shall not affect the validity, legality or enforceability of any other part of this Agreement and the remaining parts of this Agreement shall be enforced as if such invalid, illegal or unenforceable part were not contained herein.

#### SECTION 13 – FAIR EMPLOYMENT PRACTICES

Amtrak shall observe the terms and conditions set forth in Appendix IV, titled FAIR EMPLOYMENT PRACTICES ADDENDUM, attached hereto. In said Appendix, the term “Contractor” shall be deemed to read “Amtrak”.

#### SECTION 14 – CONFIDENTIALITY

CCJPA desires that Amtrak disclose to CCJPA certain proprietary and confidential commercial and financial information of Amtrak pursuant to this Agreement and the services provided hereunder. CCJPA agrees that, subject to the requirements of the California Public Records Act (California Government Code Sections 6250 etseq.) it, its employees, contractors and agents will not, either during or at any time after the term of this Agreement, publish or disclose to any third party or the public any identified Amtrak

proprietary or confidential information of any kind or nature disclosed by Amtrak to CCJPA hereunder without the prior written authorization of Amtrak. This Section shall survive termination or expiration of this Agreement.

**SECTION 15 – COMPLIANCE WITH LAWS**

The parties will comply with all applicable state, federal and local laws and regulations in the performance of this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by their duly authorized representatives in multiple original counterparts as of the day and year first above written.

NATIONAL RAILROAD PASSENGER CORPORATION

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Joseph Boardman  
President and Chief Executive Officer

Approved as to Form:

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Robin McCarthy  
Amtrak Law Department

and

CAPITOL CORRIDOR JOINT POWERS AUTHORITY

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
James P. Spering  
Chair

DRAFT

APPENDIX I  
NATIONAL RAILROAD PASSENGER CORPORATION  
and  
CAPITOL CORRIDOR JOINT POWERS AUTHORITY

AGREEMENT DATED 1 OCTOBER 2014  
FOR THE PROVISION OF  
RAIL PASSENGER SERVICE

\* \* \* \* \*

FISCAL YEAR 2015  
October 1, 2014 – September 30, 2015  
(Effective October 1, 2014)

Pursuant to Section 1 of the aforesaid Agreement Amtrak shall provide rail passenger service during fiscal year 2015 over the route set forth below, in accordance with the schedule(s) attached. The said service shall commence on October 1, 2014, and shall terminate September 30, 2015.

ROUTE

San Jose/Oakland to Sacramento/Auburn

This Appendix I constitutes an integral part of the aforesaid Agreement. No change, modification or amendment hereto shall be of any force or effect unless evidenced by a revised Appendix I provided, however, that notwithstanding the foregoing, changes in the schedule(s) listed herein may be made pursuant to Section 2 of the aforesaid Agreement.

Appendix I

Train number		521	523	525	527	529	531	533	535	537	541	543	545	547	549	551
Days of operation*		M-F	M-F	M-F	M-F	M-F	M-F	M-F	M-F	M-F	M-F	M-F	M-F	M-F	M-F	M-F
Auburn, CA	Dp					6:35A										
Rocklin, CA	Dp					6:58A										
Roseville, CA	Dp					7:08A										
Sacramento, CA	Ar					7:37A										
	Dp	4:30A	5:30A	6:20A	7:00A	7:40A	8:20A	9:20A	10:10A	12:10P	2:10P	3:35P	4:40P	5:40P	7:10P	9:10P
Davis, CA	Dp	4:45A	5:45A	6:35A	7:15A	7:55A	8:35A	9:35A	10:25A	12:25P	2:25P	3:50P	4:55P	5:55P	7:25P	9:25P
Suisun-Fairfield, CA	Dp	5:09A	6:09A	6:59A	7:39A	8:19A	8:59A	9:59A	10:49A	12:49P	2:49P	4:14P	5:19P	6:19P	7:49P	9:49P
Martinez, CA	Dp	5:30A	6:30A	7:20A	8:00A	8:40A	9:20A	10:20A	11:10A	1:10P	3:10P	4:35P	5:40P	6:40P	8:10P	10:10P
Richmond, CA	Dp	5:55A	6:55A	7:45A	8:25A	9:05A	9:45A	10:45A	11:35A	1:35P	3:35P	5:00P	6:05P	7:05P	8:35P	10:35P
Berkeley, CA	Dp	6:02A	7:02A	7:52A	8:32A	9:12A	9:52A	10:52A	11:42A	1:42P	3:42P	5:07P	6:12P	7:12P	8:42P	10:42P
Emeryville, CA	Ar	6:08A	7:08A	7:58A	8:38A	9:18A	9:58A	10:58A	11:48A	1:48P	3:48P	5:13P	6:18P	7:18P	8:48P	10:48P
	Dp	6:10A	7:10A	8:00A	8:40A	9:20A	10:00A	11:00A	11:50A	1:50P	3:50P	5:15P	6:20P	7:20P	8:50P	10:50P
Oakland, CA (Jack London Square)	Ar	6:21A	7:21A	D 8:18A	8:51A	D 9:38A	D 10:18A	D 11:18A	12:01P	2:01P	4:08P	5:26P	6:38P	7:31P	9:08P	11:08P
	Dp	6:23A	7:23A		8:53A				12:03P	2:03P		5:28P		7:33P		
Oakland Coliseum, CA	Dp	6:32A	7:32A	8:25A	9:02A	9:45A	10:25A	11:25A	12:12P	2:12P		5:40P		7:44P		
Hayward, CA	Dp	6:43A	7:43A		9:13A				12:23P	2:23P		5:52P		7:59P		
Fremont-Centerville, CA	Dp	6:59A	7:59A		9:29A				12:39P	2:39P		6:09P		8:17P		
Santa Clara, CA (Great America)	Dp	7:16A	8:16A		9:46A				12:56P	2:56P		6:27P		8:34P		
Santa Clara, CA (University)	Dp	7:24A	8:24A		9:54A				1:04P	3:04P		6:35P		8:42P		
San Jose, CA	Ar	7:38A	8:38A		10:13A				1:18P	3:18P		6:48P		8:58P		

Train number		520	522	524	526	528	530	532	534	536	538	540	542	544	546	548
Days of operation*		M-F	M-F	M-F	M-F	M-F	M-F	M-F	M-F	M-F	M-F	M-F	M-F	M-F	M-F	M-F
San Jose, CA	Dp			6:40A		9:05A		12:20P			3:10P		4:20P	5:50P	7:15P	
Santa Clara, CA (University)	Dp			6:47A		9:12A		12:27P			3:17P		4:27P	5:57P	7:22P	
Santa Clara, CA (Great America)	Dp			6:54A		9:19A		12:34P			3:24P		4:34P	6:04P	7:29P	
Fremont-Centerville, CA	Dp			7:11A		9:38A		12:51P			3:43P		4:51P	6:21P	7:46P	
Hayward, CA	Dp			7:26A		9:54A		1:06P			3:59P		5:06P	6:36P	8:01P	
Oakland Coliseum, CA	Dp			7:36A	8:55A	10:04A		1:16P			4:09P		5:16P	6:46P	8:11P	
Oakland, CA (Jack London Square)	Ar			7:43A	9:03A	10:13A		1:23P			4:18P		5:23P	6:53P	8:18P	
	Dp	5:30A	6:30A	7:45A	9:15A	10:15A	12:15P	1:25P	2:50P	3:30P	4:20P	4:50P	5:30P	6:55P	8:20P	9:25P
Emeryville, CA	Ar	5:38A	6:38A	7:53A	9:23A	10:23A	12:23P	1:33P	2:58P	3:38P	4:28P	4:58P	5:38P	7:03P	8:28P	9:33P
	Dp	5:40A	6:40A	7:55A	9:25A	10:25A	12:25P	1:35P	3:00P	3:40P	4:30P	5:00P	5:45P	7:05P	8:30P	9:45P
Berkeley, CA	Dp	5:44A	6:44A	7:59A	9:29A	10:29A	12:29P	1:39P	3:04P	3:44P	4:34P	5:04P	5:49P	7:09P	8:34P	9:49P
Richmond, CA	Dp	5:52A	6:52A	8:07A	9:37A	10:37A	12:37P	1:47P	3:12P	3:52P	4:42P	5:12P	5:57P	7:17P	8:42P	9:57P
Martinez, CA	Dp	6:19A	7:19A	8:34A	10:04A	11:04A	1:04P	2:14P	3:39P	4:19P	5:09P	5:39P	6:24P	7:44P	9:09P	10:24P
Suisun-Fairfield, CA	Dp	6:38A	7:38A	8:53A	10:23A	11:23A	1:23P	2:33P	3:58P	4:38P	5:28P	5:58P	6:43P	8:03P	9:27P	10:43P
Davis, CA	Dp	7:02A	8:02A	9:17A	10:47A	11:47A	1:47P	2:57P	4:22P	5:02P	5:52P	6:22P	7:07P	8:27P	9:52P	11:07P
Sacramento, CA	Ar	7:28A	8:28A	9:48A	11:13A	12:18P	2:13P	3:28P	4:48P	5:22P	6:23P	6:48P	7:38P	8:58P	10:28P	11:33P
	Dp									5:25P						
Roseville, CA	Dp									5:48P						
Rocklin, CA	Dp									5:56P						
Auburn, CA	Ar									6:30P						

\*Weekday trains will NOT operate on holidays

Appendix I

Train number Days of operation*		723 SaSu	727 SaSu	729 SaSu	733 SaSu	737 SaSu	741 SaSu	743 SaSu	745 SaSu	747 SaSu	749 SaSu	751 SaSu
Auburn, CA	Dp			8:05A								
Rocklin, CA	Dp			8:28A								
Roseville, CA	Dp			8:37A								
Sacramento, CA	Ar			9:07A								
	Dp	5:40A	7:40A	9:10A	10:40A	12:10P	2:15P	3:35P	4:40P	5:40P	7:10P	9:10P
Davis, CA	Dp	5:55A	7:55A	9:25A	10:55A	12:25P	2:30P	3:50P	4:55P	5:55P	7:25P	9:25P
Suisun-Fairfield, CA	Dp	6:19A	8:19A	9:49A	11:19A	12:49P	2:54P	4:14P	5:19P	6:19P	7:49P	9:49P
Martinez, CA	Dp	6:40A	8:40A	10:10A	11:40A	1:10P	3:15P	4:35P	5:40P	6:40P	8:10P	10:10P
Richmond, CA	Dp	7:05A	9:05A	10:35A	12:05P	1:35P	3:40P	5:00P	6:05P	7:05P	8:35P	10:35P
Berkeley, CA	Dp	7:12A	9:12A	10:42A	12:12P	1:42P	3:47P	5:07P	6:12P	7:12P	8:42P	10:42P
Emeryville, CA	Ar	7:18A	9:18A	10:48A	12:18P	1:48P	3:53P	5:13P	6:18P	7:18P	8:48P	10:48P
	Dp	7:20A	9:20A	10:50A	12:20P	1:50P	3:55P	5:15P	6:20P	7:20P	8:50P	10:50P
Oakland, CA (Jack London Square)	Ar	7:31A	9:31A	D 11:08A	12:31P	2:01P	4:06P	5:26P	6:38P	7:31P	9:08P	11:08P
	Dp	7:33A	9:33A		12:33P	2:03P	4:08P	5:28P		7:33P		
Oakland Coliseum, CA	Dp	7:42A	9:42A	11:15A	12:42P	2:12P	4:17P	5:40P		7:42P		
Hayward, CA	Dp	7:53A	9:53A		12:53P	2:23P	4:28P	5:52P		7:53P		
Fremont-Centerville, CA	Dp	8:09A	10:09A		1:09P	2:39P	4:44P	6:07P		8:09P		
Santa Clara, CA (Great America)	Dp	8:26A	10:26A		1:26P	2:56P	5:01P	6:27P		8:26P		
Santa Clara, CA (University)	Dp	8:34A	10:34A		1:34P	3:04P	5:09P	6:35P		8:34P		
San Jose, CA	Ar	8:48A	10:48A		1:48P	3:18P	5:23P	6:48P		8:48P		

Train number Days of operation*		720 SaSu	724 SaSu	728 SaSu	732 SaSu	734 SaSu	736 SaSu	738 SaSu	742 SaSu	744 SaSu	746 SaSu	748 SaSu
San Jose, CA	Dp		7:50A	9:50A		12:50P	2:20P		4:25P	5:50P		7:50P
Santa Clara, CA (University)	Dp		7:57A	9:57A		12:57P	2:27P		4:32P	5:57P		7:57P
Santa Clara, CA (Great America)	Dp		8:04A	10:04A		1:04P	2:34P		4:39P	6:04P		8:04P
Fremont-Centerville, CA	Dp		8:21A	10:21A		1:21P	2:51P		4:56P	6:21P		8:21P
Hayward, CA	Dp		8:36A	10:36A		1:36P	3:06P		5:11P	6:36P		8:36P
Oakland Coliseum, CA	Dp		8:46A	10:46A		1:46P	3:16P		5:21P	6:46P		8:46P
Oakland, CA (Jack London Square)	Ar		8:53A	10:53A		1:53P	3:23P		5:28P	6:53P		8:53P
	Dp	7:20A	8:55A	10:55A	12:25P	1:55P	3:25P	4:25P	5:30P	6:55P	7:55P	8:55P
Emeryville, CA	Ar	7:28A	9:03A	11:03A	12:33P	2:03P	3:33P	4:33P	5:38P	7:03P	8:03P	9:03P
	Dp	7:30A	9:05A	11:05A	12:35P	2:05P	3:35P	4:35P	5:40P	7:05P	8:05P	9:05P
Berkeley, CA	Dp	7:34A	9:09A	11:09A	12:39P	2:09P	3:39P	4:39P	5:44P	7:09P	8:09P	9:09P
Richmond, CA	Dp	7:42A	9:17A	11:17A	12:47P	2:17P	3:47P	4:47P	5:52P	7:17P	8:17P	9:17P
Martinez, CA	Dp	8:09A	9:44A	11:44A	1:14P	2:44P	4:14P	5:14P	6:19P	7:44P	8:44P	9:44P
Suisun-Fairfield, CA	Dp	8:28A	10:03A	12:03P	1:33P	3:03P	4:33P	5:33P	6:38P	8:03P	9:03P	10:03P
Davis, CA	Dp	8:52A	10:27A	12:27P	1:57P	3:27P	4:57P	5:57P	7:02P	8:27P	9:27P	10:27P
Sacramento, CA	Ar	9:18A	10:58A	12:58P	2:23P	3:58P	5:26P	6:23P	7:22P	8:58P	9:53P	10:58P
	Dp								7:25P			
Roseville, CA	Dp								7:48P			
Rocklin, CA	Dp								7:56P			
Auburn, CA	Ar								8:33P			

\*Weekend trains will ALSO operate on holidays

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APPENDIX II  
NATIONAL RAILROAD PASSENGER CORPORATION  
and  
CAPITOL CORRIDOR JOINT POWERS AUTHORITY

AGREEMENT DATED 1 OCTOBER 2014  
FOR THE PROVISION OF  
RAIL PASSENGER SERVICE

\* \* \* \* \*

FISCAL YEAR 2014  
October 1, 2013 – September 30, 2014  
(Effective October 1, 2014)

Pursuant to the aforesaid Agreement and subject to all the terms and conditions thereof, Amtrak shall arrange for the provision of connecting bus service(s) during fiscal year 2015 over the route(s) set forth below. The said service(s) shall commence and terminate on the commencement and termination dates set forth therein, unless sooner terminated as provided in the aforesaid Agreement.

ROUTE 20

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From: Sacramento	Via: Roseville, Rocklin, Auburn, Colfax
To: Sparks	Truckee & Reno
From: Sacramento	Via: Placerville, South Lake Tahoe/Wye and
To: Stateline, NV	Stateline, CA
Service Level:	20A: 3 Daily Round Trips using full-size intercity motorcoaches Sacramento-Sparks.
	20D: 1 Mo-Fr except Holiday Round Trip (including deadhead) using a full-size intercity motorcoach Roseville-Sacramento.



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Service Level: A minimum of 7 Daily Round Trips using commuter motorcoaches with high-back seats.

### ROUTE 55

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From: San Jose  
To: Monterey

Via: Morgan Hill, Gilroy, Prunedale, and Seaside

Service Level: 3 daily Round Trips using commuter motorcoaches with high-back seats.

### ROUTE 99

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From: San Francisco  
To: Emeryville  
Street)

Via: SF Ferry Building, Hyatt, Fourth/Mission, and Caltrain (4<sup>th</sup>/King

Service Level: A minimum of 15 weekday and 11 weekend Round Trips using full-size intercity motorcoaches.

## **BUS STANDARDS**

All regularly assigned front-line buses, either full size or commuter as specified by route, to be used in the service provided shall meet the following minimum requirements:

- Each bus will be equipped with a working wheelchair lift that meets all requirements of the Americans with Disabilities Act of 1990, 42 U.S.C. 12101, et. seq., and all State and Federal regulations promulgated thereunder.
- Each bus will be equipped with a restroom. (except on Route 35 and 55 motorcoaches
- Each bus will be equipped with a trash receptacle.
- Each bus shall have storage space for passenger baggage.
- Each bus shall have storage space for bicycles.
- Each bus shall be climate-controlled with heating and air-conditioning.
- Each bus shall be equipped with an operable public address (PA) system.
- Each bus shall be legally licensed and/or registered as required by the California Public Utilities Commission (CPUC), the United States Department of Transportation, and all other regulatory agencies for the area in which the bus operates.

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- All buses shall comply with the safety and operational standards established by the California Public Utilities Commission (CPUC), the United States Department of Transportation, and Amtrak.
- Buses may be held for late train or other bus connections when it does not impact upon Amtrak's scheduled bus turns and/or bus driver hours of service.

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### Assessments

Amtrak shall be assessed \$200 per incident for failure to meet any of the standards that have been established in the event Amtrak fails to correct noticed defects/failures within five (5) business days of notification of the perceived failure by CCJPA. Said notifications will be in accordance with Section 9 of the Agreement. Failures which are related to the safety of passengers shall be assessed \$400 per incident. CCJPA will waive any assessment if the reason for the assessment was beyond Amtrak's reasonable control.

For any undisputed amount, Amtrak will render a credit invoice to CCJPA within thirty days of receipt of the final monthly assessment letter. For any assessments that are disputed, the parties shall follow the process set forth in Section 4(h)(i) of the Agreement.

### General

This Appendix II constitutes an integral part of the aforesaid Agreement. No change, modification, or amendment hereto shall be of any force or effect unless evidenced by a revised Appendix II to the Agreement.

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APPENDIX III  
NATIONAL RAILROAD PASSENGER CORPORATION  
and  
CAPITOL CORRIDOR JOINT POWERS AUTHORITY

AGREEMENT DATED 1 OCTOBER 2014  
FOR THE PROVISION OF  
RAIL PASSENGER SERVICE

\* \* \* \* \*

FISCAL YEAR 2015  
October 1, 2014 – September 30, 2015  
(Effective October 1, 2014)

Pursuant to Section 3 of the aforesaid Agreement, CCJPA's maximum obligation during fiscal year 2015 to reimburse Amtrak under the said Agreement shall not exceed Thirty Two Million, One Hundred and Ninety Four Thousand Dollars. Funds for the said purpose have been authorized and made available by CCJPA for fiscal year 2015 pursuant to the laws of the State.

The aforesaid aggregate amount is hereby allocated as follows:

San Jose/Sacramento/Auburn Route*	\$32,185,000
<u>CCRP**</u>	<u>\$ 440,000</u>
<b>TOTAL</b>	<b>\$32,625,000</b>

\* Includes:  
1) Estimated \$13,919,000 for Third Party Costs (fuel, host railroad access fees and host railroad performance payments) to be reconciled against actual results per Section 3(a)(iii) and (iv) of this Agreement.

\*\* Includes:  
1) Reimbursement to Amtrak for Rolling Stock Insurance (RSI), representing CCJPA's estimated share of premium cost for RSI procured by Amtrak on behalf of the State of California;

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The following is the Capitol Corridor Reinvestment Program (CCRP) showing the use of the fuel credits identified in Section 4(b) of the Agreement.

CAPITOL CORRIDOR REINVESTMENT PROGRAM (CCRP)

- As set forth in Section 4(b), unexpended fuel or host railroad access fees or host railroad performance payments will be credited to the CCJPA CCRP, which will be used at the CCJPA's sole discretion.

This Appendix III constitutes an integral part of the aforesaid Agreement. No change, modification or amendment thereto shall be of any force or effect unless evidenced by a revised Appendix III.

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APPENDIX IV

FAIR EMPLOYMENT PRACTICES ADDENDUM

1. In the performance of this Agreement, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, sex\*, age\*, national origin or physical handicap\*. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, ancestry, sex\*, age\*, national origin or physical handicap\*. Such action will include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the State setting forth the provisions of this Fair Employment Practices section.

2. The Contractor will permit access to his records of employment, employment advertisements, application forms and other pertinent data and records by the State Fair Employment Practices Commission, or any other agency of the State of California designated by the awarding authority for the purposes of investigation to ascertain compliance with the Fair Employment Practices section of this Agreement.

3. Remedies for Willful Violation

(a) The CCJPA may determine a willful violation of the Fair Employment Practices provision to have occurred upon receipt of a final judgment having that effect from a court in an action to which Contractor was a party, or upon receipt of a written notice from the Fair Employment Practices Commission that it has investigated and determined that the Contractor has violated the Fair Employment Practices Act and issued an order under Labor Code Section 1426, which has become final or obtained an injunction under Labor Code Section 1429.

For willful violation of this Fair Employment Practices provision, the CCJPA shall have the right to terminate this Agreement either in whole or in part, and any loss or damage sustained by the CCJPA in securing the goods or services hereunder shall be borne and paid for by the Contractor and by his surety under the performance bond, if any, and the CCJPA may deduct from any moneys due or that thereafter may become due to the Contractor, the difference between the price named in the contract and the actual cost thereof to the CCJPA.

\* See Labor Code Sections 1411 – 1432.5 for additional details.

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APPENDIX V  
NATIONAL RAILROAD PASSENGER CORPORATION  
and  
CAPITOL CORRIDOR JOINT POWERS AUTHORITY  
AGREEMENT DATED 1 OCTOBER 2014  
FOR THE PROVISION OF  
RAIL PASSENGER SERVICE  
FISCAL YEAR 2015  
October 1, 2014 – September 30, 2015  
(Effective October 1, 2014)

On-Time Performance Standards

**Comment [RM1]:** TBD – PENDING RESULTS OF THE PERFORMANCE STANDARDS WORKING GROUP.

Method of Measurement

Train performance (running time) will be measured in both directions daily for each scheduled train. Actual individual train running times will be recorded between the initial terminal and the final destination (terminal point) of each train.

Performance Calculation

Except as noted below, actual running times will be measured against the scheduled running times as described in the published Capitol Corridor timetables.

During each calendar month, records will be kept by CCJPA of the on-time performance of each Capitol Corridor train. Certain trips may be excluded from this calculation based on the section entitled “Delays Excluding Trains from Calculation”. Except as noted below, the current Capitol Corridor timetable will serve as the source against which actual departure and arrival times will be compared for purposes of on-time performance calculation.

Relievable Delays to Trains

Relievable delays are those for which Amtrak receives an allowance in on-time performance for a specific train for a documented number of minutes directly related to one of the causes below:

1. A general RECOVERY TOLERANCE of ten (10) minutes.
2. A SPECIAL SERVICES ALLOWANCE for handling customers requiring the use of the wayside wheelchair lift, with up to four (4) minutes allowed at intermediate stations per use of the lift.
3. An allowance of actual time consumed per SPECIAL EVENT stop on a scheduled train on the Capitol Corridor.
4. An allowance directly related to the amount of delay caused by RESTRICTIONS required by RIGHT-OF-WAY CONSTRUCTION and/or MAINTENANCE programs.
5. An allowance for time lost due to the ACTIONS, OMISSIONS, or OPERATIONS of the UNION PACIFIC.
6. An allowance of actual time consumed holding for bus connections that are beyond Amtrak's control.
7. Subsequent trains delayed by any items 2-6 in this section will be considered RELIEVABLE for the purposes of calculation.

There will be no other allowances or tolerances eligible as Relievable Delays. In addition, Amtrak shall have an affirmative obligation to mitigate delays to subsequent trains through every possible action it can take.

#### Delays Excluding Trains From Calculation

The following situations causing trains to be delayed or annulled due to circumstances beyond the control of Amtrak and or the CCJPA will result in the train being excluded from calculation for the entire trip. Excluded trains are:

- Trains delayed or annulled by the actions of civil authorities due to incidents involving the passage of trains,
- Trains delayed by action attributable to the railroad right-of-way owner which had not been discussed with Amtrak in advance,
- Trains making unscheduled stops due to acts of vandalism,
- Trains delayed or annulled by passenger/crew illness or injury,
- Trains delayed or annulled by force majeure,

- Trains delayed or annulled by FRA/PUC testing which includes stopping and/or operating at restricted speed due to signal compliance testing, and
- Trains delayed or annulled by the following major component failures:
  - Internal engine (prime mover) parts;
  - Main generator and bearings;
  - Traction motor bearings;
  - Truck frame;
  - Auxiliary generator bearings;
  - HEP generator bearings; and
  - Other failures beyond the reasonable control of Amtrak as agreed to by the parties.
- Subsequent trains delayed or annulled by any causes listed in this section.

Amtrak will have an affirmative obligation to mitigate delays to subsequent trains.

#### Calculation of Multiple Delays

In the event a train is delayed by multiple causes, the following should apply to the measurement of these delays:

1. Delays will be accumulated in the order in which they occur during the trip; and
2. When a trip is affected by both relievable and excludable causes, no assessment will apply if the total amount of relievable delays (including recovery) causes the trip to be considered on time.

#### Performance Assessments

Trains annulled prior to departure or annulled en route other than for the relievable delays described above or those services required under the RMTA will be assessed \$500 per occurrence. Trains departing from an initial terminal between six (6) and ten (10) minutes late due to problems other than for the relievable delays described above or those services required under the RMTA will be subject to an assessment of \$150. Each train departing from an initial terminal between eleven (11) and fifteen (15) minutes late due to problems other than for the relievable delays described above or those services required under the RMTA will be subject to an assessment of \$250. Each train departing from an initial terminal more than fifteen (15) minutes late other than for the relievable delays described above or those services required under the RMTA will be subject to an assessment of \$375. Each train delayed en route between eleven (11) and fifteen (15) minutes due to mechanical problems other than for the relievable delays described above or those required under the RMTA will be assessed \$150 per occurrence. Each train

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delayed en route more than 15 minutes due to mechanical problems other than for the relievable delays described above will be assessed \$375 per occurrence.

Assessments will be imposed for each delayed train. Each train not meeting the standard of on-time (ten minutes or less of scheduled arrival time) will be subject to an assessment after the delay is adjusted by minutes relieved or excluded as shown above in the sections entitled "Relievable Delays to Trains" or "Delays Excluding Trains from Calculation". Each train that is late between eleven (11) and fifteen (15) minutes will be subject to an assessment of \$275. Each train that is late between sixteen (16) and twenty-five (25) minutes will be subject to an assessment of \$375. Each train that is more than twenty-five (25) minutes late will be subject to an assessment of \$450.

Trains subject to assessment due to mechanical problems shall be charged the higher assessment for either mechanical delays or delays exceeding the standard but not both.

#### Payment of Assessments

For any undisputed amount, Amtrak will render a credit invoice to CCJPA within thirty days of receipt of the final monthly assessment letter. For any assessments that are disputed, the parties shall follow the process set forth in Section 4(h)(i) of the Agreement.

APPENDIX VI  
NATIONAL RAILROAD PASSENGER CORPORATION

and

CAPITOL CORRIDOR JOINT POWERS AUTHORITY

AGREEMENT DATED 1 OCTOBER 2014  
FOR THE PROVISION OF  
RAIL PASSENGER SERVICE

FISCAL YEAR 2015  
October 1, 2014 – September 30, 2015  
(Effective October 1, 2014)

Standards for Employee Conduct and Revenue Collection

**Comment [RM2]:** TBD. PENDING RESULTS OF PERFORMANCE STANDARDS WORKING GROUP.

Employee Conduct

Nothing herein shall require Amtrak to perform any service or to take any action that would violate any term or condition of any labor agreement between Amtrak and any organization representing Amtrak's employees or any other agreement applicable to Amtrak.

All Amtrak employees/subcontractors exclusively engaged in the provision of Capitol Corridor Service shall perform their duties in a safe, courteous, and efficient manner. Employees dealing with the public shall be clean and properly attired while on duty. Because of the importance to the success of the Capitol Corridor Service of the courtesy and proper decorum of the employees the parties consider any conduct which is not consistent with the previously stated objective to be "conduct unbecoming an employee". Examples of conduct unbecoming an employee shall include but not be limited to the following:

- Any instance of use of language that is obscene, risqué or religiously, ethnically or sexually demeaning;
- Any instance of belligerent or malicious behavior toward a customer or another employee;
- Repeated instances of littering of rolling stock, station areas or any other part of the service property;
- Repeated instances of willful failure to assist customers;

- Willful or negligent conduct resulting in damage to, or the degradation of State-provided equipment;
- Rule violations as defined by Amtrak's Operating Rules governing train and engine crews;
- Repeated violations of operating policies mutually agreed to by the CCJPA and Amtrak, or to Amtrak's "Standards of Excellence" governing on-board service crews;
- Repeated instances of snacking, smoking, reading, listening to the radio or other non-Amtrak provided audio devices or watching or listening to television while on duty.

If requested by the CCJPA, Amtrak will, in accordance with the provisions of the applicable collective bargaining agreement, initiate disciplinary proceedings against employees providing Capitol Corridor service for matters regarding conduct unbecoming an employee. Such disciplinary proceedings will include removing the employee from service pending a disciplinary hearing after two formal conduct unbecoming warnings initiated by either the CCJPA or Amtrak. If the charges are sustained, Amtrak will impose appropriate discipline. If the charges are not sustained, the employee will be returned to service.

The CCJPA will bear the cost of lost wages for employees held out of Capitol Corridor service when, (a) the CCJPA initiated the charge, and (b) an arbitrator rules the discipline assessed was excessive and awards back pay for the lost time.

Subject to a joint CCJPA/Amtrak investigation and verification, failure of any Amtrak employee to abide by the standards described above will result in an assessment against Amtrak of \$250 per incident or failure. Applicable assessments shall be deducted from Amtrak's monthly compensation otherwise due under this Agreement.

#### Revenue Collection

Amtrak personnel responsible for collection of revenues and verification and/or collection of fare instruments from passengers shall use all best efforts to ensure such collection/verification.

Subject to a joint CCJPA/Amtrak investigation and verification, the failure of any Amtrak employee responsible for revenue collection/fare verification to perform such duties unless otherwise prevented from performing such duties for reasons beyond their control will result in an assessment against Amtrak of \$225 per incident. For any undisputed amount, Amtrak will render a credit invoice to CCJPA within thirty days of receipt of the final monthly assessment letter. For any assessments that are disputed, the parties shall follow the process set forth in Section 4(h)(i) of the Agreement.

APPENDIX VII

NATIONAL RAILROAD PASSENGER CORPORATION

and

CAPITOL CORRIDOR JOINT POWERS AUTHORITY

AGREEMENT DATED 1 OCTOBER 2014  
FOR THE PROVISION OF  
RAIL PASSENGER SERVICE

FISCAL YEAR 2015  
October 1, 2014 – September 30, 2015  
(Effective October 1, 2014)

Train Rolling Stock Availability and Serviceability Standards

**Comment [RM3]:** TBD – PENDING RESULTS OF THE PERFORMANCE STANDARDS WORKING GROUP.

Equipment to be furnished by Amtrak

Consistent with the train timetables in force as of the effective date of this Agreement, Amtrak will supply to the CCJPA eight (8) equipment sets of serviceable rolling stock each day for train operations consistent with an agreed upon consist plan. Each equipment set will generally include one (1) locomotive, one (1) bi-level café car (equipped with an operational GPS transponder), one (1) bi-level cab car and two (2) to three (3) bi-level trailer cars. The consist plan will identify each equipment set, its daily use for specific train numbers, and the equipment required.

Serviceability

All equipment provided by Amtrak for train operations shall be serviceable. All FRA requirements applying to serviceability of locomotives and cars shall be met. Locomotives shall be properly fueled with prime mover, HEP and control systems operating as intended. All cab cars and café cars shall be clean with all equipment working as intended. Trash receptacles (including designated recycling receptacles) shall be empty. All heating, ventilation and air-conditioning systems shall be operating properly. All car doors and interior lights shall be in working order and all public address systems shall work properly. All automated exterior and interior train identification and destination signs shall be utilized. All bathrooms shall be serviced and operable, and all lavatory supplies provided. All café cars will be adequately stocked with food, beverages and other items identified in the menu and as such the assigned pars will be re-stocked at the first available opportunity. The equipment shall contain no broken windows or other

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appurtenances when dispatched from Oakland. No train shall be dispatched with observable safety hazards.

The standard size of the onboard crews for any Capitol Corridor train in revenue service shall be a minimum of one engineer, one food service attendant and one but no more than two conductors. An automated report will be generated for the CCJPA if the crew size for any train will be larger or smaller than the aforementioned onboard crew size standard. The expenses for the additional crew(s) for train service shall be provided from the Extra Board, of which such expenses will be included within the budget set forth and agreed to by the parties in Appendix III. Any expenses for any additional onboard crews not requested by the CCJPA that exceed the agreed-to budget shall be borne by Amtrak.

#### Revisions

CCJPA may request changes to the agreed upon consist plan and crew sizing for specific events or holidays by giving notice to Amtrak no less than ten (10) business days in advance. Amtrak shall respond to such requests within five (5) business days and shall not unreasonably withhold its approval. An approved change shall be treated as a new consist plan.

#### Assessments

Amtrak shall be assessed \$200 per incident for failure to furnish an equipment set or portion of an equipment set required for service with the minimum equipment as defined in the consist plan. A failure to adhere to an agreed upon change in the consist plan will be assessed \$250 per incident.

Amtrak shall be assessed \$225 per incident for failure to meet any serviceability requirement. Failures which are related to the safety of passengers shall be assessed \$350 per incident.

CCJPA will waive any assessment if, in CCJPA's sole judgment, the reason for the assessment was beyond Amtrak's reasonable control.

For any undisputed amount, Amtrak will render a credit invoice to CCJPA within thirty days of receipt of the final monthly assessment letter. For any assessments that are disputed, the parties shall follow the process set forth in Section 8.2 of the RMTA.

APPENDIX VIII  
NATIONAL RAILROAD PASSENGER CORPORATION  
and  
CAPITOL CORRIDOR JOINT POWERS AUTHORITY

AGREEMENT DATED 1 OCTOBER 2014  
FOR THE PROVISION OF  
RAIL PASSENGER SERVICE

FISCAL YEAR 2015  
October 1, 2014 – September 30, 2015  
(Effective October 1, 2014)

Required Reports

1. Annually
  - a. By December 15, a final financial reconciliation of the previous fiscal year.
  - b. By March 31, an estimate of the annual budget for the coming fiscal year that identifies train and bus operating expenses, train and bus revenues, project expenses, equipment insurance expenses, operating loss, funding requirements for CCJPA and Amtrak, and other expenses, passengers and passenger miles.
2. Monthly (within 20 days of the end of the month)
  1. Ridership and transportation revenue report
    - a. City pair data
    - b. Amtrak System Ridership – Month and FY YTD
    - c. Monthly Smart Pass
    - d. Train Ridership and Revenue: Current; Prev Yr; Change vs. Prev Yr
    - e. Discounted Riders
    - f. Station Ridership and Revenue
    - g. Station Ons/Offs by Ticket Type
  2. On-time performance (OTP)
  3. OTP by Route and by Train
  4. Sacramento ground power usage report
  5. Invoice Data
  6. Customer Satisfaction (CSI)
    - a. CSI Capitol Corridor
    - b. CSI SAC station
    - c. CSI MTZ station
    - d. CSI EMY station
    - e. CSI OKJ station
    - f. CSI SJC station

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7. Train miles
  8. Passenger miles
3. Daily (by 9:00 a.m. next day)
    - a. Report on previous day's operations, including: on-time performance, cause of delays, slow orders, unusual incidents, and other service delays available via Arrow or through the morning report automatically generated and distributed via the Arrow printer.
    - b. Report on previous day's ridership and related data captured from Conductor EMDs made available via an automated monthly report updated daily.
  4. Immediately (as soon as possible)
    - a. Any incident that will result in a delay of 15 minutes or more.
    - b. Any police actions brought to the attention of Amtrak along the corridor that will result in a delay of 15 minutes or more.
    - c. Any FRA reportable injuries to passengers, employees or members of the public.
    - d. Serious delays affecting service regardless of cause.
    - e. Serious mechanical problems which affect service.
  5. Once available
    - a. Upon Amtrak's development of a revised Food & Beverage report that includes information on spoilage, and the acceptance of that report format by the State Working Group, Amtrak will add the aforementioned report to the CCJPA's monthly performance report.

#### Assessments

Reports not furnished as required will result in an assessment of \$75 per business day in the event Amtrak fails to correct the noticed failure within five business (5) days of notification by CCJPA.

For any undisputed amount, Amtrak will render a credit invoice to CCJPA within thirty days of receipt of the final monthly assessment letter. Assessment letter drafts shall be submitted no later than 30 days past the end of the month in question. For any assessments that are disputed, the parties shall follow the process set forth in Section 4(h)(i) of the Agreement.

APPENDIX IX

NATIONAL RAILROAD PASSENGER CORPORATION

and

CAPITOL CORRIDOR JOINT POWERS AUTHORITY

AGREEMENT DATED 1 OCTOBER 2014  
FOR THE PROVISION OF  
RAIL PASSENGER SERVICE

FISCAL YEAR 2015  
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(Effective October 1, 2014)

Customer Satisfaction

**Comment [RM4]:** TBD – PENDING RESULTS OF THE PERFORMANCE STANDARDS WORKING GROUP.

The CCJPA shall secure information on Amtrak Customer Satisfaction by surveying customers about Amtrak's performance in carrying out its station and on-board responsibility as part of its overall Customer Satisfaction Survey Program at six (6) month intervals. Results of the survey will be used by Amtrak and the CCJPA to identify any deficiencies in service and for developing plans for improvement. The CCJPA shall bear all of the costs of developing, carrying out and analyzing the survey. Amtrak shall cooperate with the CCJPA in carrying it out.

Administration

The survey shall be administered by the CCJPA at six-month intervals with the initial survey conducted within four (4) months of the effective date of this Agreement. The targeted sample group for each survey will consist of, at least, 500 responses, but not less than 400 completed questionnaires. In the event the response rate is less than 400, the parties will reexamine the process to ensure future surveys result in 400 responses.

Questionnaire

The survey questionnaire will include at least eighteen (18) Amtrak Questions including seventeen (17) specific questions and one (1) summary question. Only the seventeen questions will be tabulated. The initial stated questions are included in Exhibit IX-1, hereto. All questions will be considered of equal importance and the final calculated average will be determined by dividing the numeric score for all questions answered by the number of questions answered (excluding questions answered "NA"). Only questionnaires with 10 or more questions answered (including questions answered "NA") will be considered in determining the average.

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In the event that answers given by customers to any Amtrak Questions are considered to be a result of ambiguous questions or appear to be based on conditions that are outside the control of Amtrak, the CCJPA and Amtrak will jointly review the question with the intention of clarifying the question in order to more accurately reflect the goal of measuring the quality of Amtrak's performance.

#### Recounts

The CCJPA will be responsible for all recounts. Recounts may be required in the event of significant service disruption (fatality, construction projects, and other uncontrollable events), or if an insufficient number of survey responses is secured.

#### Review by Amtrak

The CCJPA will be responsible for maintaining records that will allow a full accounting and provide adequate internal control of all processes associated with the questions in the Survey of Customer Satisfaction. This will include sequential numbering of the questionnaires distributed, reporting of sequential numbers returned and counted in the final determination, listing by number of those questionnaires not returned or returned and considered incomplete.

Upon receiving the results of the questions in each Survey of Customer Satisfaction, Amtrak shall prepare and submit to the CCJPA a remediation plan for each area identified by customers within Amtrak's area of responsibility that are less than satisfactory.

EXHIBIT IX-1  
CUSTOMER SATISFACTION SURVEY

		Very Dissatisfied				Very Satisfied	Not Applicable	Comment
1.	Cleanliness of stations:	1	2	3	4	5	NA	
2.	Availability of printed material (schedules/maps, etc.) at stations:	1	2	3	4	5	NA	
3.	Friendliness/helpfulness/professional appearance of station personnel:	1	2	3	4	5	NA	
4.	Efficiency of your ticket transaction(s):	1	2	3	4	5	NA	
5.	Being informed of delays that exceed ten minutes:	1	2	3	4	5	NA	
6.	Functioning of lights at stations:	1	2	3	4	5	NA	
7.	Your sense of personal security while at the station:	1	2	3	4	5	NA	
8.	Everything considered, how would you rate your experience at the Capitol Corridor station where your trip began?	1	2	3	4	5	NA	
9.	Friendliness/helpfulness/professional appearance of the conductors:	1	2	3	4	5	NA	
10.	Availability of schedules and special event notices on board the train:	1	2	3	4	5	NA	
11.	Friendliness/helpfulness/professional appearance of the food service personnel:	1	2	3	4	5	N/A	
12.	Cleanliness of train exteriors:	1	2	3	4	5	NA	
13.	Overall cleanliness of train interiors.	1	2	3	4	5	NA	
14.	On-board restrooms – cleanliness & odor control:	1	2	3	4	5	NA	
15.	Adequacy and clarity of routine on-board announcements:	1	2	3	4	5	NA	
16.	Your sense of personal security while on the train:	1	2	3	4	5	NA	
17.	Everything considered, how would you rate your on-board experience on the Capitol Corridor Service?	1	2	3	4	5	NA	
18.	Considering both your station and on-board experience, how would you rate your overall experience?	1	2	3	4	5	NA	

APPENDIX X  
NATIONAL RAILROAD PASSENGER CORPORATION  
and  
CAPITOL CORRIDOR JOINT POWERS AUTHORITY  
AGREEMENT DATED 1 OCTOBER 2014  
FOR THE PROVISION OF  
RAIL PASSENGER SERVICE

FISCAL YEAR 2015  
October 1, 2014 – September 30, 2015  
(Effective October 1, 2014)

Standards for Maintenance of Stations

Comment [RM5]: TBD – PENDING RESULTS OF THE PERFORMANCE STANDARDS WORKING GROUP.

Amtrak is responsible for the maintenance and repair of stations serving Capitol Corridor trains (with the exception of parking and associated facilities such as lighting, utilities, etc.) listed in Exhibit X-1, hereto. Standards for the maintenance and repair of the stations listed in Exhibit X-1 are set forth in Exhibit X-2, hereto. Failure by Amtrak or its designated contractors to perform to the standards in Exhibit X-2 and to correct noticed defects/failures within five (5) business days of notification will result in an assessment of \$150 per incident per business day, unless expressly waived or modified by CCJPA due to extenuating circumstances beyond the reasonable control of Amtrak.

CCJPA may give notice to Amtrak of performance failures/defects either verbally or in writing. If verbal notice is provided, CCJPA shall provide subsequent written confirmation to Amtrak of such notice within five (5) business days of verbal notification. All written notices by CCJPA shall include:

1. Reference to specific Agreement Standard(s);
2. Nature of specific failure(s) or defect(s); and
3. Such other information in the possession of CCJPA that may assist Amtrak in verifying and/or correcting noticed failures/defects.

Amtrak shall be responsible for notifying CCJPA, verbally or in writing, of the date(s) of correction to noticed failures/defects. If such notice is provided verbally, written

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confirmation will be provided by Amtrak within five (5) business days of such verbal notification.

For any undisputed amount, Amtrak will render a credit invoice to CCJPA within thirty days of receipt of the final monthly assessment letter. For any assessments that are disputed, the parties shall follow the process set forth in Section 4(h)(i) of the Agreement.

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EXHIBIT X-1

Staffed Stations to be maintained by Amtrak

1. Sacramento
2. Davis
3. Martinez
4. Emeryville
5. San Francisco
6. Oakland
7. San Jose
8. Reno – Capitol Corridor Buses Stop at this Station

Unstaffed Stations to be maintained by Amtrak

1. Auburn
2. Rocklin
3. Roseville
4. Suisun-Fairfield
5. Richmond
6. Berkeley
7. Oakland Coliseum
8. Hayward
9. Fremont-Centerville
10. Santa Clara-Great America
11. Santa Clara University

EXHIBIT X-2

A. GENERAL CONDITIONS

1. Staffed stations and platforms shall be maintained daily to appear neat and clean.
2. Public waiting rooms and restrooms are to be cleaned and serviced at the end of each day they are open and available for employee and public use.
3. The station areas must be kept free of dangerous and hazardous materials such as broken glass, bottles and cans or other materials, which could be a threat to public health or safety.

B. JANITORIAL (Staffed Stations Only)

1. Amtrak shall furnish all labor, tools, materials and equipment necessary to perform required janitorial services.
2. Amtrak shall furnish all restroom paper supplies including seat covers, toilet paper and paper towels.
3. Public/employee restrooms are to be cleaned and serviced at the end of each day they are open and available for public use.
  - Replenish restroom paper supplies
  - Clean and sanitize sinks, toilets and urinals
  - Damp mop floor
  - Spot clean walls and remove graffiti
  - Clean mirrors
  - Fill soap dispensers
  - Empty trash containers and install new plastic bags
  - Clean all chrome fixtures
4. Deep cleaning of public/employee restrooms shall be performed quarterly including:
  - Scrub and disinfect restroom floors
  - Wash down and disinfect walls, partitions and doors

5. Public waiting areas (interior and exterior) are to be cleaned and serviced at the end of each day they are open and available for public use.
  - Sweep floor, spot clean with damp mop as necessary
  - Wipe down benches with damp cloth
  - Wipe down and disinfect all phones
  - Remove graffiti
  - Empty trash receptacles, ashtrays and install new liners, clean top of trash receptacles
  - Clean drinking fountain
  - Wipe down counter in front of ticket window
  - Clean up spills and bird droppings
6. Deep cleaning of public waiting areas shall be performed monthly (except as otherwise noted), including:
  - Scrub, strip and wax interior floors (quarterly or as mutually agreed upon)
  - Wash walls and doors to six (6) feet above floor
  - Wash windows inside and out (quarterly or as mutually agreed upon)
  - Clean window blinds if installed (interior only)
7. Ticket agent area (behind ticket counter) is to be cleaned and serviced at the end of each day used.
  - Sweep floor and/or vacuum carpet
  - Empty trash containers, install new liners as necessary
  - Dust work surfaces
  - Clean glass on ticket agent counters
8. Deep cleaning of ticket agent area shall be done monthly, including:
  - Shampoo carpet
  - Wash windows inside and out
  - Spot clean walls
  - Clean window blinds if installed (interior only)
  - Polish work surfaces (schedule with ticket agent to clear surfaces)

#### C. SHELTER AND WAITING AREA MAINTENANCE

1. Stations and waiting areas are to be maintained in a safe and sanitary condition at all times. Unusual or extreme situations will be corrected immediately.

2. For all staffed stations pressure wash the floor and wall areas to three (3) feet above floor level quarterly or as mutually agreed.
3. For all staffed stations wipe down seating area, spot clean glass, and remove litter three (3) days per week.
4. For all staffed stations pressure wash entire shelter, clean gutters, and clean all glass inside and out monthly or as mutually agreed.
5. For all staffed stations for outside waiting areas, pressure spray the cement/asphalt surface quarterly or as mutually agreed and wipe down seating once per week or as mutually agreed.
6. For all staffed stations repair damaged shelters or seating areas. Arrange for same day emergency repair if determined necessary by Amtrak or the CCJPA.

D. TRASH REMOVAL

1. For all staffed stations empty all trash containers daily. Remove trash from station.
2. Keep trash containers in good condition and replace damaged containers as necessary.
3. For all staffed stations wipe down covers and lid of trash containers daily to keep them clean and in sanitary condition.
4. Add trash containers as requested and funded by the CCJPA to serve the needs of each station.
5. For all staffed stations monitor newspaper-recycling containers. Notify recycle container provider to empty as necessary.

E. LIGHTING

1. Amtrak shall be responsible for lighting maintenance, replacement and repair. This includes interior and exterior station lights. Amtrak will furnish all lamps.
2. Amtrak will respond within three (3) days to replace interior lights in occupied station areas.

3. Amtrak shall keep all timers and sensors in good operating condition so that lighting is available from sunset to sunrise. Lower light levels during non-service hours are permitted if the station is suitably wired.
4. Amtrak shall repair or replace lamps as necessary or when requested by the CCJPA to maintain public safety standards.

F. PLATFORMS, CROSSWALKS, AND RAIL TRACK AREAS

1. Platforms and crosswalks shall be kept clean and free of litter, spilled food and other debris.
2. Rail track areas in the stations shall be kept free of litter, paper and weeds.
3. Existing platform striping and painted instructions shall be maintained by Amtrak.
4. Platforms and crosswalks shall be kept in a state of good repair. Asphalt or concrete surface failure will be corrected as soon as disclosed.

G. SIGNAGE AND SIGN BOARDS

1. All signs in the station area must be washed and wiped clean monthly.
2. Graffiti on signs and sign boards is to be removed within one (1) week.
3. Illuminated signs must be kept in good working condition.
4. Amtrak will make every effort to replace signs damaged by vandals or automobiles within one (1) week. Amtrak may place a temporary sign while a permanent replacement is procured and installed.

H. PAINTING

1. Painting services to be performed by Amtrak shall include both exterior and interior painting and preparation in accordance with CCJPA standards, subject to a service limit of \$1,000 per project or occurrence, graffiti painting excepted.
2. Amtrak shall paint over graffiti as necessary (See Section N, Graffiti, for removal requirements). There is no service limit for graffiti removal.
3. For historical stations, Amtrak must match existing color.

I. PLUMBING

1. Services to be performed by Amtrak include the maintenance and/or replacement of toilets, urinals, sinks, drinking fountains, sump pumps, and related plumbing equipment and fixtures.
2. All clean outs will be routed out quarterly (January, April, July and October).
3. Storm water catch basins and outflow lines will be maintained and routed out as necessary.
4. Amtrak shall snake clogged sewer lines as necessary.

Amtrak shall not be responsible for the repair or replacement of underground water or sewer lines, which cannot be visually inspected and maintained.

J. LOCKSMITH SERVICES

1. Amtrak will maintain the existing security system, supply keys, and provide locksmith services as required.
2. Amtrak will maintain a padlock system for equipment and utility boxes at stations. Locks and keys will be furnished by Amtrak.

K. GLASS

1. Amtrak shall be responsible for replacement of glass in station buildings and shelters.
2. Broken glass shall be replaced by the end of the next business day following notice to/by Amtrak. It is recognized by both parties that in some circumstances it may not be possible to meet the agreed upon time frame and CCJPA will grant a waiver for such circumstances that are beyond the reasonable control of Amtrak. Amtrak shall take the necessary steps to board up windows or otherwise protect station property and the public safety when windows are broken.

L. PEST CONTROL – PIGEON CONTROL

1. Amtrak shall provide pest control at staffed stations as needed.

2. Amtrak shall provide pigeon control services as needed.

M. ELECTRICAL

1. Except as noted in (2), below, Amtrak shall be responsible for the general maintenance, repair and replacement of electrical equipment and systems at all stations, including rewiring and retrenching as necessary.
2. Amtrak shall not be responsible for any replacements, rewiring, and/or retrenching costing in excess of \$2,000 per station per year.

N. GRAFFITI

1. The CCJPA has a zero-tolerance policy regarding graffiti. Amtrak shall remove all graffiti within five (5) days following notice to/by Amtrak. It is recognized by both parties that in some circumstances it may not be possible to meet the agreed upon time frame and CCJPA will grant a waiver for such circumstances that are beyond the reasonable control of Amtrak.

O. GENERAL CONTRACTING

1. Amtrak will be responsible for general contracting activity including, but not limited to:
  - Roof repair to stop water leaks and/or replace missing roof covering material
  - Door and window repair and replacement
  - Miscellaneous carpentry
2. Amtrak shall not be responsible for roof replacement or general space remodeling.

P. PUBLIC ADDRESS SYSTEMS

Current public address systems at stations shall be maintained, repaired and/or replaced as necessary and performance checked daily to insure proper functioning of the system at all times. Needed repairs/replacement must be completed within two (2) business days. It is recognized by both parties that in some circumstances it may not be possible to meet the agreed upon time frame and CCJPA will grant a waiver for such circumstances that are beyond the reasonable control of Amtrak.

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APPENDIX XI

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APPENDIX XII

NATIONAL RAILROAD PASSENGER CORPORATION

and

CAPITOL CORRIDOR JOINT POWERS AUTHORITY

AGREEMENT DATED 1 OCTOBER 2014  
FOR THE PROVISION OF  
RAIL PASSENGER SERVICE

FISCAL YEAR 2015  
October 1, 2014 – September 30, 2015  
(Effective October 1, 2014)

Standards for Maintenance and Cleaning of Equipment

**Comment [RM6]:** TBD – PENDING RESULTS OF THE PERFORMANCE STANDARDS WORKING GROUP.

Amtrak is responsible for the maintenance and cleaning of equipment (cars and locomotives) on Capitol Corridor trains. Standards for the maintenance of the equipment are set forth in the “Renegotiated Maintenance and Transfer Agreement Between the National Railroad Passenger Corporation (Amtrak) and the Capitol Corridor Joint Powers Authority (CCJPA) For The Maintenance of Equipment In The Capitol Corridor And San Joaquin Corridor,” dated October 1, 1999, and incorporated herein by reference. Standards for the cleaning of the equipment are set forth in the above incorporated Agreement and in Exhibit XII-1 hereto. Failure by Amtrak or its designated contractors to correct noticed defects/failures within five (5) business days of notification by CCJPA will result in an assessment of \$200 per incident per business day, unless expressly waived or modified by CCJPA due to extenuating circumstances beyond the reasonable control of Amtrak.

For any undisputed amount Amtrak will render a credit invoice to CCJPA within thirty days of receipt of the final monthly assessment letter. For any assessments that are disputed, the parties shall follow the process set forth in Section 8.2 of the RMTA.

EXHIBIT XII-1

A. LOCOMOTIVES

1. Daily Cleaning

The following items shall be accomplished daily on all locomotives:

- a. Clean cab of papers and other debris.
- b. Clean nose compartment of papers and debris. Toilets will be cleaned upon each return to Oakland and will be drained and recharged as needed.
- c. Clean windows and windshields.
- d. Wipe clean all interior and exterior windows, using approved cleaner. Assure all dead bugs are removed from windshield and that the windshield is free of residue that could cause glaring from opposed lighting conditions upon return to Oakland or as needed.
- e. Empty trash receptacle.
- f. Clean seats.
- g. Remove graffiti upon return to Oakland or sooner as feasible.

2. Heavy/Weekly Cleaning

Heavy cleaning will be performed weekly. Cleaning requirements are as follows:

- a) Clean the fronts (end plate, plow, end sheet, nose piece) of each in service locomotive and cab car using Amtrak approved products.

3. Additional Cleaning

The following items shall be attended to after completion of the required Federal 92-day maintenance inspection and/or before the locomotive is returned to revenue service:

- a. Before locomotive is returned to revenue service, general cleaning of the engine room and exterior of locomotive car body and all engine room walkways.
- b. As part of the 92-day maintenance inspection, steam clean trucks and fuel tanks.
- c. Clean cab sidewalls and ceiling and wet mop cab floor as soon as feasible before locomotive is returned to revenue service but not later than after 92-day maintenance inspection.

B. PASSENGER CARS

1. General

- a. All passenger cars shall have all loose trash (newspapers, paper cups, etc.) picked up and disposed of in receptacles, and trash containers which are located in car vestibules and in toilet compartments shall be emptied after the termination of each one way trip. An exemption shall be provided when the passenger cars are scheduled to return to revenue service in less than 20 minutes after termination of the prior one-way trip.
- b. All toilets shall be cleaned prior to the beginning of the first trip of the operating day when the train is departing from Oakland or from San Jose as required. Lavatory supplies shall be replenished as needed prior to each (one way) trip. All equipment that has a layover in excess of four hours in Oakland, San Jose, Sacramento, and other locations as may be agreed upon by the parties or all equipment that passes through “service tracks” at other locations shall have the toilets serviced, tank contents removed and tank recharged. At a minimum, all toilet holding tanks shall be emptied at least every four days or more often as needed.
- c. Interior and exterior graffiti shall be removed upon return to Oakland or at the first feasible opportunity.
- d. Amtrak shall complete washing of a Capitol Corridor train set (including locomotive(s)) each time such train set has a layover in Oakland of four hours or more.

2. Interior Pre-Service Cleaning, “Daily Cleaning”

Before being made available to the Transportation Department, all coaches and locomotives shall be cleaned of trash, debris, and dirt. All locomotive floors shall be clean. Mud and water tracked in during winter months shall be removed.

All litter shall be removed. All beverage spills shall be removed. All chewing gum and like substances shall be removed. Torn advertising placards, damaged public notices, and other unsightly items shall be removed. Stickers, posters, and other unauthorized signs shall be removed, including any tape and adhesive residue. Expired Capitol Corridor notices and seat drops shall be removed.

The interior windows shall have any unauthorized markings or dirt along with general grime removed and the windows made clean. This shall be done daily prior to the first scheduled departure.

All cove moldings, joints, seat pedestals, and other interior service crevices must be kept clean. All litter receptacles shall be completely emptied; and, if the receptacles are dirty, washed and sanitized.

Handprints, footprints, and other dirty conditions left by maintenance personnel and others on access panels, seats and interior panels, shall be removed.

Amtrak shall sweep or vacuum or otherwise make clean and presentable every rail passenger car. The following items on all rail passenger cars shall be attended to on a daily basis or as otherwise stated:

- a. On a daily basis, clean debris and vacuum floors and remove debris under and around seats and between seats and wall area.
- b. On a daily basis, clean interior windows and sills.
- c. Upon each return to Oakland, spot shampoo seats and armrests as needed. Seat covers and/or armrests, which cannot be adequately cleaned by spot shampooing, shall be replaced.
- d. On a daily basis, clean toilet and sink and check water supply for proper operations.
- e. On a daily basis, check water tank and fill to meet minimum requirements as needed.
- f. Clean interior and exterior windshields of Operator's control cabs as needed.
- g. On a daily basis, all café cars shall be cleaned of food and food service debris. Refrigerators, microwave ovens and other appliances shall be kept clean and sanitary and shall meet appropriate federal and other regulatory requirements.

3. Heavy Cleaning

Heavy cleaning shall be performed weekly. Cleaning requirements are as follows:

1. Debris Removal
  - a. Remove all loose debris.
  - b. Remove debris from under heater registers.
  - c. Remove debris from between seats, seats and walls and seat frames.
2. Washing
  - a. Walls and Ceilings – Hand wipe with CCJPA requested/Amtrak approved cleaner/product.
  - b. Seat Frames and Cushions – NOTE: Backrests must be lifted up to facilitate cleaning the entire seat. Hand wipe with CCJPA requested/Amtrak approved cleaner/product.

- c. Windows and Window Sills – Clean with CCJPA requested/Amtrak approved cleaner/product.
  - d. Heat Registers – Hand wipe with CCJPA requested/Amtrak approved cleaner/product.
  - e. Luggage Racks – Hand wipe with CCJPA requested/Amtrak approved cleaner/product.
  - f. Vestibule Walls, Steps, Inside Exterior Doors and Hinge Plates
    - i. Wash by hand with CCJPA requested/Amtrak approved cleaner/product.
    - ii. Vestibule ceiling hand wipe clean only.
    - iii. Vacuum out and hand wipe door tracks.
  - g. Stairwell Walls, Steps and Posts
    - i. Hand wipe walls and posts with CCJPA requested/Amtrak approved cleaner/product.
    - ii. Hand wipe steps with CCJPA requested/Amtrak approved cleaner/product.
  - h. End Doors Inside
    - i. Hand wipe with CCJPA requested/Amtrak approved cleaner/product.
    - ii. Vacuum out and wash door tracks.
  - i. End Doors Outside – Wash with CCJPA requested/Amtrak approved cleaner/product.
  - j. End Curtains – Hand wash with CCJPA requested/Amtrak approved cleaner/product.
  - k. Electric Locker Doors and Interior Floor
    - i. Hand wipe doors with CCJPA requested/Amtrak approved cleaner/product.
    - ii. Mop interior floors.
    - iii. Trash receptacles removed and cleaned.
3. Carpets
- a. Vacuum clean.
  - b. Remove gum and ground-in foodstuffs, etc.
  - c. Spot clean stains with CCJPA requested/Amtrak approved cleaner/product.
  - d. Shampoo
    - i. Use high-pressure hot water or steam.
    - ii. Use CCJPA requested/Amtrak approved cleaner/product.
  - e. Prior or subsequent to the planned interior modifications, carpets which cannot be adequately cleaned shall be replaced.
4. Air Conditioning Panels
- a. Clean with soap and water.

5. Control Cabs
  - a. Hand-wipe walls, ceiling, and seats with CCJPA requested/Amtrak approved cleaner/product.
  - b. Clean windows with CCJPA requested/Amtrak approved cleaner/product.
  - c. Mop floors with CCJPA requested/Amtrak approved cleaner/product.
  - d. Seal floors with CCJPA requested/Amtrak approved cleaner/product.
  - e. Hand wipe control stand.
  
6. Toilet
  - a. Clean and sanitize toilet with CCJPA requested/Amtrak approved cleaner/product.
  - b. Hand-wipe toilet walls and ceilings with CCJPA requested/Amtrak approved cleaner/product.
  - c. Mop toilet floors using CCJPA requested Amtrak approved cleaner/product.
  - d. Seal floors with CCJPA requested/Amtrak approved cleaner/product.
  - e. Clean restroom vent of duct and other debris.
  
7. Exterior Cleaning All Cars
  - a. Wash all surfaces: Exposed car ends, car body doors and windows with CCJPA requested/Amtrak approved cleaner/product.
  - b. All surfaces require agitation by brushing.
  - c. Rinse all surfaces thoroughly with clean water.
  
4. Other Cleaning (All Cars)

In conjunction with the annual inspection of the cars, the following portions of the cars, which are not normally cleaned, should be cleaned:

  - Trucks
  - Visible portion of main reservoirs
  - Diaphragm ends
  - Exposed air brake components and piping

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APPENDIX XIII  
NATIONAL RAILROAD PASSENGER CORPORATION  
and  
CAPITOL CORRIDOR JOINT POWERS AUTHORITY  
AGREEMENT DATED 1 OCTOBER 2014  
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RAIL PASSENGER SERVICE  
FISCAL YEAR 2015  
October 1, 2014 – September 30, 2015  
(Effective October 1, 2014)

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APPENDIX XIV

NATIONAL RAILROAD PASSENGER CORPORATION

and

CAPITOL CORRIDOR JOINT POWERS AUTHORITY

AGREEMENT DATED 1 OCTOBER 2014  
FOR THE PROVISION OF  
RAIL PASSENGER SERVICE

FISCAL YEAR 2015  
October 1, 2014 – September 30, 2015  
(Effective October 1, 2014)

The Letter of Understanding dated May 25, 2007 between State and CCJPA to formalize all equipment maintenance responsibilities between State and CCJPA (“Letter of Understanding”).

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APPENDIX XV  
NATIONAL RAILROAD PASSENGER CORPORATION  
and  
CAPITOL CORRIDOR JOINT POWERS AUTHORITY

AGREEMENT DATED 1 OCTOBER 2014  
FOR THE PROVISION OF  
RAIL PASSENGER SERVICE

FISCAL YEAR 2015  
October 1, 2014 – September 30, 2015  
(Effective October 1, 2014)

Service Pricing  
[UNDER DEVELOPMENT]

Attached is the basis for determining the fully allocated operating costs, capital costs and total revenues for the Service operated under this Agreement and the Estimated Monthly Payment (to be paid in advance) and reconciled as described in Section 4C.

Schedule A provides the estimated Payment Schedule. Schedule B provides the estimated Service Pricing. Schedule C provides the estimated Capital Costs – Passenger Service Equipment.

This Appendix XV constitutes an integral part of the aforesaid Agreement and shall not be amended except pursuant to the provisions of Section 3(a) of the said Agreement.



# **CAPITOL CORRIDOR**

## **2014 Vision Plan Update**

### **Preliminary Draft**

**September 10, 2014**



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# 1 INTRODUCTION

This update of the Capitol Corridor Vision Plan expands on the 2013 update, which in turn was the first update to the Vision Plan in eight years. The updated vision outlined in the 2013 document, and elaborated upon in much greater detail in this document, represents a bold departure from the past. It envisions a railroad dramatically different from what exists today: much faster, more frequent, cleaner, quieter, better connected and altogether more attractive to users.

The Capitol Corridor envisioned in this document would be a modern railroad built to international standards, electrified and capable of top speeds of 150 miles per hour. This could reduce travel times between Sacramento and Oakland to roughly an hour, and between Oakland and San Jose to a half-hour. This plan also envisions a direct connection to BART in central Oakland, just minutes from San Francisco.

To achieve this vision, billions of dollars in investments would be required. This plan represents a first step toward mapping out a long-term strategy for investment. It outlines a range of options for improving speeds, as well as improving reliability and addressing the effects of climate change and sea-level rise. It identifies the projected performance of the vision, but it stops short of detailing the order of the incremental steps required to achieve that vision. That is anticipated to be the subject of further analysis.

In addition to this introduction, this document includes:

- Necessary context for the Vision Plan, including a review of the Capitol Corridor's administrative structure, history, funding sources and partnerships, as well as a review of previous relevant plans including the 2013 update.
- A summary of the Capitol Corridor's existing short- and medium-term plans.
- A description of the long-term Vision Plan, including principles and objectives, the toolbox of measures used, implications of sea level rise, the Plan process and the draft alternatives that have been developed.
- Next steps in the planning process

## 2 BACKGROUND

The Capitol Corridor runs 15 daily round trips between Sacramento and the Bay Area. The Capitol Corridor Joint Powers Authority (CCJPA) oversees the service, with Amtrak running day-to-day operations under contract. For most of the route's 171 miles, trains operate on tracks owned by the Union Pacific Railroad (UPRR), though Caltrain owns the tracks used for the southernmost 2.5 miles of the route. Most of the system's rolling stock is owned by the State of California, administered through the California Department of Transportation (Caltrans) Division of Rail, but the authority leases some additional train sets through Amtrak.

The CCJPA is governed by a Board of Directors comprised of 16 elected officials from six member agencies along the route:

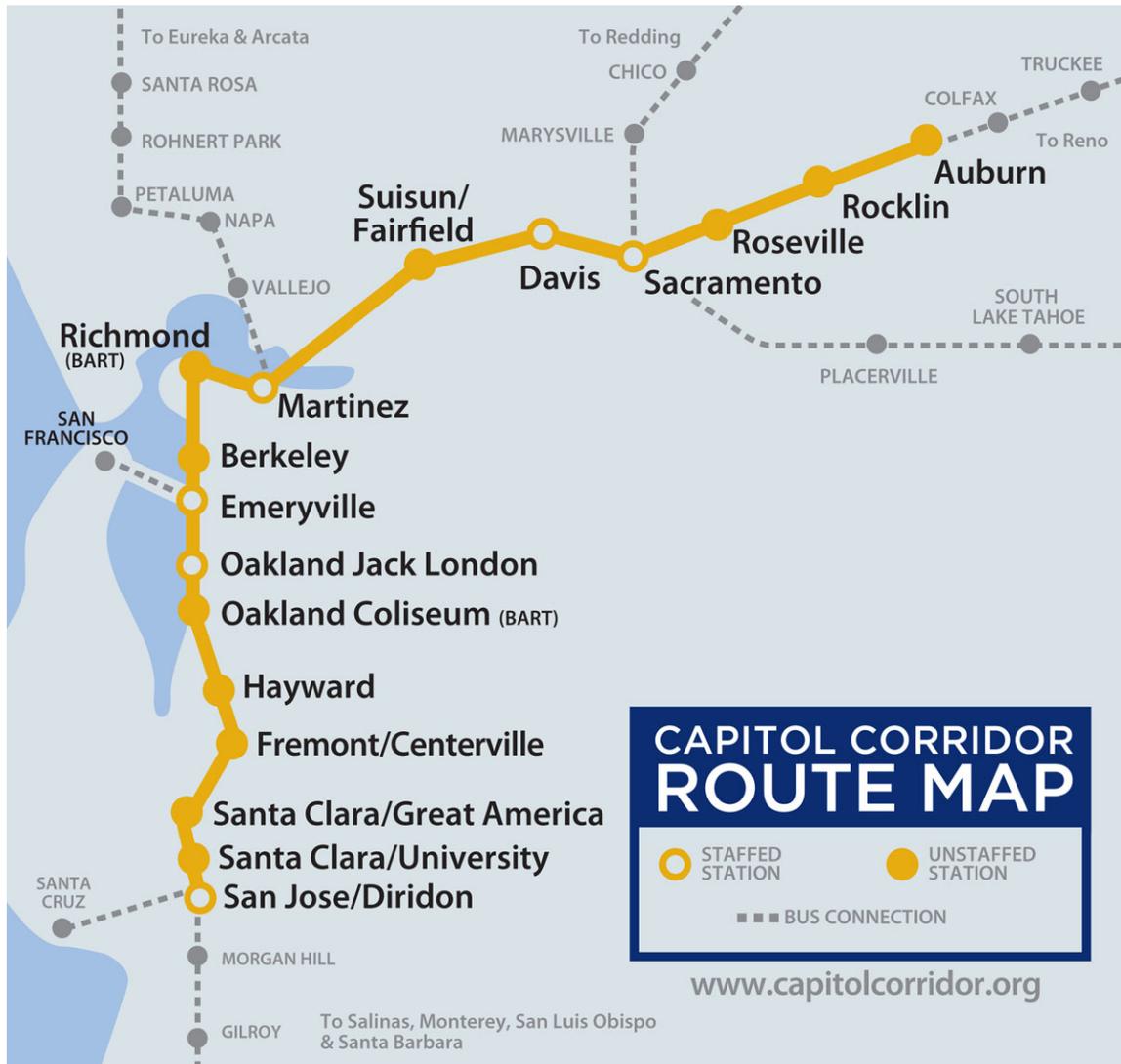
- Placer County Transportation Planning Agency (PCTPA)
- Solano Transportation Authority (STA)
- Yolo County Transportation District (YCTD)
- Sacramento Regional Transit District (Sac RT)
- San Francisco Bay Area Rapid Transit District (BART)
- Santa Clara Valley Transportation Authority (VTA)

Ex-officio members of the CCJPA include the two metropolitan planning organizations along the route, the Metropolitan Transportation Commission (MTC) and the Sacramento Area Council of Governments (SACOG).

As administrator for the Capitol Corridor, the CCJPA's responsibilities include overseeing day-to-day train and bus scheduling and operations, overseeing the Amtrak-owned rolling stock used on the Capitol Corridor and San Joaquin routes, and interfacing with Amtrak and the UPRR on dispatching, engineering, and other railroad-related issues.

Today, the Capitol Corridor serves 17 stations in Placer, Sacramento, Yolo, Solano, Contra Costa, Alameda, and Santa Clara counties. Figure 2-1 shows the alignment, which parallels the I-80/I-680 highway corridor between Sacramento and Oakland and I-880 between Oakland and San Jose.

Figure 2-1 Capitol Corridor Service Area



To supplement train service, the Capitol Corridor provides dedicated bus connections to San Francisco and communities south of San Jose and east of Sacramento. In addition, the CCJPA works with transit agencies and other partners to provide local connections throughout the corridor. The train service connects with BART at the Richmond and Oakland Coliseum stations; Caltrain at San Jose Diridon station; the Altamont Commuter Express (ACE) commuter rail line at the Fremont/Centerville, Great America/Santa Clara, and San Jose Diridon stations; the San Joaquin line at Oakland Jack London, Emeryville, Richmond, Martinez, and Sacramento stations; VTA light rail at Great America and San Jose Diridon stations; and Sac RT light rail at Sacramento station. Together with these local transit systems, the Capitol Corridor covers the second-largest urban service area in the Western United States.

## HISTORY OF GROWTH

On December 12, 1991, Caltrans and Amtrak launched the Capitol Corridor with six daily trains, or three round trips, between San Jose and Sacramento. State legislation established the CCJPA

in 1996, and a 1998 Interagency Transfer Agreement officially gave the CCJPA responsibility for the service for an initial three-year term. After an extension in July 2001, the sunset date was eliminated in 2003, establishing CCJPA as permanent manager of the Capitol Corridor.

In response to growing demand in the early 2000s, the CCJPA expanded service three times in 2002-2003 to a schedule of 12 weekday roundtrips between Sacramento and Oakland, using the same budget as was allocated for nine daily round trips. The authority expanded service again without an increased budget allocation in 2006, growing to 16 weekday (11 weekend day) round trips between Sacramento and Oakland, which amounted to hourly service in that segment. Seven of the daily round trips traveled the full length of the route, serving San Jose. A first phase of Oakland-San Jose track improvements and the addition of a second main track on the Yolo Causeway contributed to a 10-minute travel-time reduction and enabled the expansion in San Jose service.

The opening of the new Sacramento Station in August 2012 allowed the CCJPA and San Joaquin services to optimize their operations at the station. The update added greater track capacity, which allowed the CCJPA to transfer two daily round trips to the sister service, leaving the Capitol Corridor with 30 daily trains, or fifteen round trips. Seven of the round trips still reach San Jose, and one reaches as far east as Auburn. Current service levels use all of the negotiated “slots” reserved for passenger trains on the Union Pacific Railroad’s right-of-way, and as such, further expansions will require additional negotiations or the construction of dedicated passenger right-of-way. The latter is discussed in this long-term plan.

The track-capacity improvements, corresponding service expansions, and train equipment acquisitions have enabled the Capitol Corridor to significantly grow ridership and revenues over the last decade, and the route is now the third busiest in the Amtrak national system.

## RECENT FUNDING AND OUTLOOK

The Capitol Corridor outlined a short-term vision in the early 2000s, but a lack of capital funding sources stalled progress on most of the short-term improvements included in the document.

Since the vision was first expressed in 2002, adjustments to the State Transportation Improvement Program’s funding-allocation formulas, which previously provided steady support for intercity passenger rail, resulted in an approximate 90 percent decrease in capital funding. California’s budgetary difficulties during the period and the 2008 recession exacerbated the situation. Though California voters approved several state bond measures that provided some money for short-term improvements over the last decade and a half, the CCJPA was unable to find enough capital to move forward on many pieces of that original vision.

However, prospects for new funding look better today than they have in many years. State lawmakers allocated \$50 million in revenues from the new Cap and Trade program for local transit and intercity rail investments in the program’s first year. Federal policymakers have also increased their focus on intercity passenger rail in recent years, though it has not yet amounted to much new funding. The 2008 Passenger Rail Investment and Improvement Act jump-started the nation’s focus on a high-speed and intercity passenger rail, and though Congress let it expire in 2013 without allocating funding to it, policymakers have been considering a replacement bill to establish a steady source of merit-based project funding. President Obama’s most recent five-year budget proposal also allocated \$40 billion toward intercity and high-speed rail projects, though Congress has not approved funding at this level.

Stakeholders at the state and federal levels are also exploring alternatives to the gas tax as the country's primary source of transportation funding. The buying power of the federal gas tax has been steadily declining over the last two decades, and a combination of increased fuel efficiency and declining levels of per capita vehicle miles traveled have further reduced the transportation-funding pie. Despite political gridlock in Washington, D.C., a growing recognition of this problem, combined with an increasing sense of urgency to make investments in steadily deteriorating infrastructure, make it increasingly likely that policymakers will come up with a solution in the coming years.

In sum, while funding has declined at the state and federal levels in recent years, the prospects for future increases are looking better than they have in quite some time. This vision will position the Capitol Corridor to take advantage of new funding opportunities to help the service reach its true potential as the spine of the megaregion.

## **BLENDED PLAN AND THE IPR COALITION**

The State of California began taking significant strides to truly integrate passenger rail services across the state in 2012. The California High Speed Rail Authority's (CHSRA) business plan called for a system that blended high-speed rail with intercity services, reducing capital costs while maximizing the impact of high-speed-rail-related investments. The Capitol Corridor, San Joaquin, and Pacific Surfliner joined in supporting the plan.

Today, working groups for Northern and Southern California, each including representatives from the CHSRA and the Federal Railroad Administration, are jointly pursuing a variety of planning efforts to ensure that the various operators are strongly integrated in time for funding milestones. In the short term, as the high-speed rail system is built out, Intercity Passenger Rail (IPR) services would provide a bridge between the Central Valley and the state's major metropolitan areas. Over the long term, IPRs would provide complementary services in corridors in which high-speed rail operates and branch off in other areas to extend the state's rail service area to smaller cities.

The IPR coalition's ultimate vision is that Northern California's rail operators would join together in rolling-stock procurement, service and operations planning, funding advocacy, and capital-project prioritization, to grow passenger rail use in California over the long term. For future customers, the groups' goal is that blended services will integrate seamlessly with each other and with the broader transportation system. This would represent a major change in the way customers relate to passenger rail in California.

## **PRIOR VISION PLAN UPDATES, REGIONAL RAIL PLAN, AND EMERGING MEGAREGION PLAN**

The plan also comes on the heels of two major planning efforts led by MTC, the Bay Area's Regional Rail Plan and the Northern California Emerging Megaregion Plan.

The Regional Rail Plan, released in 2007, called for a significant increase in rail investments and called out the Capitol Corridor as an important part of that vision. Capitol Corridor-related investments called for in the plan included expanding to at least three sets of tracks between San Jose and Sacramento, with a four-track section between Oakland and Richmond and in Solano County. It projected that with these investments, travel times between San Jose and Sacramento could be reduced to 149 minutes. It called for better coordination among all of the region's

operators, to help with freight-operator negotiations, and it highlighted right-of-way acquisition as a high priority.

The Emerging Megaregion Plan, released in 2009, was one of the first efforts to understand interregional issues in the Sacramento-Bay Area corridor, connected by I-80 and the Capitol Corridor. The report was an outgrowth of the efforts of a steering committee that convened in 2006 with staff from regional agencies, Caltrans, the regional air districts, local governments along the corridor, and other stakeholders. It compared several travel-demand forecasts for the corridor and noted that freight traffic between the regions is projected to increase significantly over the coming decades, putting additional pressure on private auto travel and passenger rail services. Though the model projections showed varying levels of Capitol Corridor ridership growth, the report called on the regions to prioritize capital investments for the train line and find a dedicated funding source for the service. Tolling I-80 was one potential funding source noted in the report.

This Vision also follows in the footsteps of the several previous CCJPA visioning efforts. The authority developed an initial vision for the route in 2002, as it initiated the projects that would lead to the 2006 service expansion. The document simply aimed to articulate what was next for the authority after those capital projects. As the state budget situation changed, the authority updated the vision in 2005, identifying short- and long-term goals to guide the CCJPA's operating and capital-development plans for the next 20 years. As noted earlier, very little of the updated vision has been implemented because of the state's budgetary situation over the last decade.

As the financial outlook for intercity passenger rail brightened and as high-speed-rail planning and coordination efforts gained momentum, the CCJPA set out to update the vision in 2012, and released a draft Vision Plan update in 2013, which was the foundation for this document. The 2013 update laid out a specific set of short- and medium-term projects and noted in more general terms potential long-term projects that would increase speeds and frequencies in different segments of the corridor. This document further develops many of these ideas, noting specific alignment alternatives in each segment.

## 3 SHORT- AND MEDIUM-TERM PLANS

The Capitol Corridor's long-term vision will be built on smaller short- and medium-term projects that, together, have the potential to significantly improve the service and ensure that capital assets in the corridor stay in working order. The sections below note specific projects that can be executed, at a moderate cost, in the next 10 to 20 years.

### SHORT-TERM PLAN

Over the short term, the Capitol Corridor is focused on service-expansion projects the agency has been pursuing since 2005. It is feasible for all of these projects to be under construction or completed in the next 10 years.

The 2006 service expansion, and the resulting increases in ridership and revenue, showed the potential of the San Jose-Oakland market, and the short-term vision includes investments that would further bolster this part of the corridor. The plan also notes other markets with potential for growth, including Placer County and areas south of San Jose, to Salinas. This Vision Plan update targets each of these markets for extensions or service frequency increases. The short-term plan also includes additional on-board and station amenities.

#### **Oakland to San Jose Service Frequency Expansion: Phase Two**

Phase two of the Oakland-San Jose service expansion would build incrementally on the first phase, growing from 7 to 11 daily round trips. This expansion will require rail-infrastructure improvements in that section of the corridor, to both preserve existing and enable future growth patterns for both freight and passenger services. The CCJPA will continue to work with the host railroads (UPRR and Caltrain) to implement the particular blend of track infrastructure projects that will provide the appropriate track-capacity enhancements.

Specifically, the CCJPA is exploring a change in route south of the Oakland Coliseum that may offer travel time savings and allow for better operating patterns than the existing alignment. The change in alignment and accompanying service increases are projected to significantly increase ridership. If the CCJPA pursues such a shift, the authority will work with Hayward and Fremont, two communities that would see low-ridership stations moved, to identify an appropriate location and build a replacement station on the new alignment.

The ultimate vision is to grow service to 16 daily round trips. The medium-term plan includes the infrastructure and service-plan changes needed to make this happen.

Table 3-1 Oakland to San Jose Frequency Expansion, Phase Two

Phase	Status	Frequency Gain	Funding Secured	Funding Need Estimate
Phase Two	Planned	7 to 11 round-trips	\$50.8 Million	\$250 Million

### Placer County Service Expansion

Placer County stations have been served by one westbound morning train and a late afternoon/early evening eastbound train since Capitol Corridor service began in 1996. Expanding this service is one strategy for reducing congestion on the section of I-80 between Sacramento and Auburn, which has seen increased volumes since the 1990s and is projected to see further increases in the future.

The CCJPA and UPRR nearly partnered to make track improvements that would enable one additional daily round trip in this portion of the corridor, but the UPRR ultimately had to invest elsewhere in its railroad network.

The 2005 Vision Plan included a goal of increasing service between Roseville and Sacramento. Since the plan was released, the CCJPA completed initial design and early environmental documentation processes to grow from today's single daily round trip to ten. This work laid a foundation that will allow the authority to move directly into construction, should sufficient funding become available in the coming years. Construction is expected to be completed in phases, allowing for incremental growth in service levels over the short term. Investments required to meet the 10-round-trip goal are included in the medium-term plan. The projected five round trips and costs noted in Table 3-2 are a placeholder, subject to future negotiations, phasing discussions, and funding availability.

Table 3-2 Placer County Service Expansion

Phase	Status	Frequency Gain	Funding Secured	Funding Need Estimate
Auburn Expansion	Planned	1 to 2 round-trips	\$0	\$50 Million
Roseville Expansion	Planned	1 (2, with Auburn Expansion) to 5 round-trips	\$18.8 Million	\$100 Million

### Monterey County Extension

Highway congestion between San Jose and Salinas along U.S. Highway 101 is a common frustration for travelers. The Transportation Agency for Monterey County (TAMC) approached both Caltrain and CCJPA management to explore which extension of service would best meet transportation needs along the corridor, and the Capitol Corridor's equipment and service pattern best fit the desired operating needs.

An expansion of service to Salinas will only be possible once the Phase Two service expansion between Oakland and San Jose is implemented. The new Monterey County service would require two additional train sets. Other capital costs include a phased upgrade to stations along the route and track-infrastructure upgrades. Existing plans would have service launch with two daily round trips between San Jose and Salinas, and the eventual goal is expand to as many as six.

Table 3-3 Monterey County Service Extension

Phase	Status	Frequency Gain	Funding Secured	Funding Need Estimate
Salinas Extension	Planned	2 round-trips	\$45 million	\$175 Million

**Other Service Extension Options Considered**

Over the last 15 years, Capitol Corridor has explored a possible service expansion east of Auburn, to Reno, Nevada. The idea was largely driven by the natural linkage between the Bay Area and seasonal recreation opportunities in the communities in and around Lake Tahoe. Prior studies dismissed the idea because of the frequency of freight rail trips in the corridor, and freight rail use has actually increased since the idea was last studied in detail. The idea also faces political and funding challenges. Adding this to the Capitol Corridor’s short-term plan would require a significant change in political priorities driven by an event like a successful Reno-Tahoe Winter Olympics bid.

**Short-Term Service Amenities**

The Capitol Corridor has introduced two major new station and on-board amenities since the 2005 Vision Plan: e-ticketing and free passenger Wi-Fi. This version of the plan aims to build on these improvements to keep Capitol Corridor service as comfortable and convenient for passengers as possible.

The plan includes a comprehensive on-board information system (OBIS). The Capitol Corridor and the Caltrans Division of Rail are in the early stages of working with a vendor selected by Amtrak (CCJPA and Caltrans were on the selection team) for OBIS implementation. An OBIS will feature a mixture of automated video and audio communications to provide real-time travel updates, station arrival information, and alerts. The system will also allow the CCJPA to use screen space for advertising, service promotions, and upcoming service alerts. Each car in the fleet and any cars added to the fleet will be retrofitted to include these upgrades over time, with implementation starting this year.

The system will also continue regular Wi-Fi system updates. Future updates could include features that would provide digital media content (movies, television, and games) via the network. Digital media rights and delivery systems are, like technology, evolving quickly, and it is likely that a company will create a viable business model for delivering digital media to train customers in the United States in the near future. CCJPA plans to remain actively engaged with Amtrak and digital-media content providers on this front in the future.

The plan also includes bicycle-access improvements at stations and on trains. Bicycles are a growing access mode for the system, and existing train cars are not always able to accommodate the increased levels of demand. In the last few years, Caltrans helped modify some train-car

models to nearly double available bicycle parking. Projected increases in bicycle demand will require similar modifications to additional cars in the Capitol Corridor’s fleet. The CCJPA will also work to improve bicycle infrastructure at stations. The authority’s Bicycle Access Plan included the introduction of secure lockers and folding bicycle rental services, both of which will create more options for bicyclists. Installation of these amenities will start in late 2014, and further expansions will happen as demand warrants. The Capitol Corridor will also support local communities’ efforts to expand bike sharing to the system’s stations.

## **MEDIUM-TERM PLAN**

The medium-term plan is comprised mostly of expansions that build on those included in the short-term plan service.

### **Oakland to San Jose Service Expansion: Phase Three**

Building on the Phase Two service expansion, Phase Three would allow all 15 daily round trips between Oakland and Sacramento to serve the whole corridor, reaching San Jose. The exact mix of infrastructure improvements required for such an expansion will require further study, but they would likely include double- or triple-tracking the segment running over the Alviso Wetlands, which currently only includes a single track. Designs will need to be mindful of future sea levels and the surrounding wetlands (see the section addressing this issue in Chapter 4). Given the sensitive environment, this phase will likely require a detailed environmental review and significant mitigations, and design and engineering for this segment are likely to be challenging.

Table 3-4 Oakland to San Jose Frequency Expansion Table – Phase Three

Phase	Status	Frequency Gain	Funding Secured	Funding Need Estimate
Phase Three	Planned	11 to 15 round-trips	\$0	\$210 Million

### **Placer County Service Frequency Expansion**

Building on the projects included in the short-term plan, service expansion in Placer County will likely require a station relocation and the construction of a third mainline track, with several track crossovers along the right-of-way. It will also likely require a new American River bridge crossing. Environmental review is currently underway, and this process will help define the exact linear alignment and bridge elements required for this project.

Table 3-5 Placer County Service Expansion

Phase	Status	Frequency Gain	Funding Secured	Funding Need Estimate
Roseville Expansion	Planned	5 to 10 round-trips	\$0 Million	\$100 Million

**Monterey County Service Expansion**

Medium-term projects will build on short-term projects in the corridor between San Jose and Salinas, growing service to six daily round trips. As with the short-term plan’s reliance on Phase Two Oakland-San Jose improvements, the medium-term plan’s service expansions would likely require Phase Three improvements. The medium-term expansion in the area will also require a complete operational analysis, considering additional rolling stock needs and capital-improvement requirements.

Table 3-6 Monterey County Service Extension

Phase	Status	Frequency Gain	Funding Secured	Funding Need Estimate
Salinas Extension	Planned	From 2 to 6 round-trips	\$0 million	\$200 Million

**Medium-Term Service Amenities**

Given the pace of technological innovation, it would be foolish to plan for specific technology-related amenity improvements in the 10- to 20-year timeframe. CCJPA must simply be ready to update passenger amenities to keep pace with changes in the way customers work and entertain themselves. Ticketing is one area in which train travel is likely to evolve in this period, potentially making tickets more versatile or customizable to better match both customer and revenue objectives.

Demand for other amenities, such as food service, bicycle storage, and customer communications will likely grow as the service evolves and ridership changes over time. The maturation of Northern California’s blended passenger rail system and California High Speed Rail are also likely to require additional investments in station and on-board amenities, to make the passenger experience consistent across operators.

**Medium-Term Speed-Related Improvements**

The following chapter describes the Capitol Corridor’s long-term plan. The alternatives described in the chapter are “build-out” concepts that would be implemented incrementally over a long period. An implementation strategy including a project timeline will be developed following adoption of this plan and identification of a preferred alternative. It is clear, however, that initial steps could be taken upon completion of the short-term plan (or earlier, depending on available funding and political support).

One key policy decision that will have to be made in developing an implementation strategy will be the extent to which speed- and capacity-related improvements should be made to segments that would eventually be abandoned. Cost-benefit analysis will need to be conducted to determine the value of such “throwaway” investments; it might make sense, for example, to make low-cost improvements with substantial benefits to a segment that will eventually be abandoned, but not for some time.

## 4 LONG-TERM PLAN

The long-term plan lays out a vision for making the Capitol Corridor a fast, reliable, comfortable, and convenient backbone of the Northern California Megaregion. It looks at potential investments that could be made over the next 40 or 50 years, and while many of the potential projects outlined below would require significant capital expenditures, finding funding for such large expenditures is reasonable over the course of this long timeframe. It is critical that the CCJPA and its partners agree on a long-term plan for the service to ensure that investments made in the short and medium terms align to this vision.

This section lays out the principles and objectives that undergird the plan, the general options for meeting these objectives, long-term environmental issues that must be a top consideration of any long-term investments, and sketch-level alignment alternatives for each segment of the route.

### PRINCIPLES AND OBJECTIVES

The Capitol Corridor has the potential to be the transit spine of the emerging megaregion comprised by the Sacramento metropolitan area and the Bay Area. There are strong economic linkages between the two regions today, and the regions' combined population of 9.6 million is projected to grow another 2 million by the middle of the century. A strong transit link is critical given existing congestion on roadway connections between the regions and the superior carrying capacity passenger rail, relative to private-vehicle travel, in constrained corridors.

To maximize the Capitol Corridor's role as a transit spine, the service will need to meet several other objectives:

- *Integrate seamlessly with both regions' rail systems:* Capitol Corridor service should integrate seamlessly with BART, Caltrain, VTA light rail, ACE, and Sac RT light rail. Such links could be made easier and more convenient. For example, a new BART transfer opportunity at West Oakland would make travel to and from San Francisco destinations much faster and more convenient than today. Where these links already exist, fare and scheduling policies should be adjusted to make using more than one system for a single journey a more seamless process.
- *Upgrade to modern international railroad standards:* Delays related to freight train priority and dwell times are a notable cause of speed and reliability problems on the service today. Acquiring right-of-way to give Capitol Corridor service priority and upgrading stations and train cars to allow for level boarding are two ways to bring the service in-line with international standards for high quality passenger rail service. Another is electrification using an overhead contact system, which in addition to rendering trains cleaner and quieter would allow for faster acceleration and deceleration.
- *Make service faster in phases based on FRA limits:* Trains currently travel an average of approximately 40 miles per hour through the Capitol Corridor route and only reach

higher speeds through the straightest segments. They are legally allowed to travel up to 125 miles per hour with at-grade crossings, and they can reach even higher speeds in areas with grade separation and other safer infrastructure arrangements. It will require a combination of right-of-way acquisition, alignment straightening, vehicle upgrades, and, ultimately, grade separation to take advantage of this potential. Infrastructure investments should aim to steadily increase speeds.

- *Make service more customer-friendly:* Service should become more frequent, more reliable, cleaner, and quieter over time. Improvements in these areas will require a combination of infrastructure and vehicle improvements. Increasing speeds will also allow for scheduling built around clockface pulses at hubs, a scheduling approach that is more intuitive for customers.
- *Protect the corridor from the threats of sea-level rise:* Large stretches of the alignment run along waterfronts, through marshland, or on soils that are increasingly vulnerable to liquefaction in the case of a major seismic event. Any investments must decrease the service's vulnerability to projected changes in the environment.

The alternatives below reflect these goals and objectives.

## TOOLBOX

Today, a one-way trip from Sacramento to San Jose takes, at best, 3 hours and 8 minutes. Trains are not the biggest speed-limiting factor: Capitol Corridor locomotives have a top speed of 110 miles per hour, and if they were able to travel that fast through large portions of the corridor, travel times would be close to those outlined in the long-term plan objectives. Physical and regulatory limitations, including tight curves, conflicts with freight trains, at-grade crossings, signal systems, bridges that lift for marine vessels, and a lack of automatic safety controls, limit trains to much slower speeds. In fact, while Capitol Corridor trains can legally only travel as fast as 79 miles per hour, per regulations and UPRR restrictions, their average speed through the corridor is only about half that, 42 miles per hour.

Reducing travel times will require a combination of increased top speeds and fewer (and shorter) slow-downs. There are a number of ways to accomplish this, and this section details the options. The long-term plan alternatives described later in the chapter, include many of these approaches.

### Positive Train Control and Speed Increases

Positive Train Control (PTC), which is in the process of being installed on Capitol Corridor trains right now and is soon to be installed by the host railroads, links every train in a system to a central computer which can set rules for where trains can be in relation to each other and control train movements to prevent them from getting too close. The technology has the potential to significantly increase speeds, even without costly infrastructure changes, though there is concern that it could potentially slow average speeds immediately after implementation as PTC is optimized for operations in the particular corridor in which it is implemented. When PTC is installed, the Federal Railroad Administration allows trains to reach 110 mph even without "sealing" at-grade crossings.

Amtrak trains in Michigan have installed PTC and have been allowed to reach top speeds of 110 miles per hour, though the line on which it was installed is not as heavily integrated with freight

rail services. The FRA is currently working to improve the reliability of the technology for rights of way with both passenger and freight traffic.

### **Tilting Rolling Stock**

The Capitol Corridor's trains cannot physically go faster than 110 mph, and they must slow down dramatically around tight curves like those along the shoreline between Martinez and Richmond. Allowing train cabins to tilt when going through curves can reduce the effects of centripetal forces on passengers, making higher speed trips around curves more comfortable. Amtrak's Cascade service between Seattle and Portland uses Talgo tilting trains, which allow for higher speeds through curves, and America's fastest trains, on the Amtrak *Acela* between Boston and Washington, D.C., similarly rely on tilting technology.

Given heavy investment in the Capitol Corridor's current train fleet, it is unlikely that the CCJPA will pursue tilting technology in the near term. Still, this could be an option for marginally increasing speeds when purchasing new vehicles is necessary.

### **Electrification**

Powering trains using electricity, transferred to individual rail cars through overhead wires, also has the potential to cut travel times by enabling higher speeds and reducing acceleration and deceleration time. Capitol Corridor trains are currently powered by diesel locomotives, which are heavier and thus require more time to speed up and slow down. Electric multiple unit (EMU) railcars are also cleaner and quieter than diesel trains.

As with tilting technology, electrification would require replacement of the Capitol Corridor's entire train fleet. While this would require a significant capital investment, it could reduce operating costs over time, if fuel prices continue to rise.

Under FRA regulations, lightweight EMUs cannot share tracks with heavier equipment like freight trains, and even if these regulations were amended, UPRR would have to agree to shared operation of the corridor. As such electrification would likely require constructing separate passenger-only tracks within existing UPRR rights-of-way.

Caltrain is planning to electrify its system by 2020, and the Altamont Corridor Rail Project will eventually electrify Altamont Commuter Express service, allowing speeds up to 150 miles per hour in some segments. Electrification costs can vary widely. Caltrain's electrification project, which will also include PTC and 112 new railcars, is projected to cost roughly \$30 million per mile. However, it is projected to reduce operating costs by more than 40 percent.

### **Straight Lines and Super-Elevation**

Because trains must slow down through tight curves, the most basic way to increase speeds is to simply straighten out a route's alignment. This approach seems daunting when considering an entire route, but straightening short segments can lead to significant overall travel-time reductions. Segments with necessary curves can be sped up slightly by tilting or banking tracks to the characteristics of a given curve – called "super elevation" – in much the same way as Nascar tracks' curves are banked to allow race cars to travel at high speeds.

Geography and settlement patterns can often make straightening alignments quite expensive. For example, straightening the Capitol Corridor segment between Richmond and Martinez stations would require either significant tunneling or several new bridges. Similarly, straightening the

segment between the Oakland Coliseum and Emeryville, which includes a tight northbound turn, would require either a deep-bore tunnel under densely populated parts of Oakland or unrealistic levels of right-of-way acquisition. Still, there are likely areas along the Capitol Corridor alignment that would be good candidates for straightening or super-elevation treatments.

### **Express Train Service**

With speed lost in the acceleration and deceleration and dwell time at stations, stops can add significantly to travel times through a whole route. As such, creating express or limited services is an effective way to reduce travel times. Caltrain has used this approach to significantly reduce travel times through the Peninsula corridor, reducing end-to-end travel times from more than 90 minutes to less than an hour by skipping 17 of the line's 23 stops between San Francisco and San Jose. Of course, the Capitol Corridor has many fewer stops than Caltrain, so travel-time reduction benefits of express service would be much more limited. In addition, given the wide spacing between stops on the line and the Capitol Corridor's lower frequencies, reducing the number of stops on some runs would affect a notable share of riders. For both of these reasons, the utility of limited-stop service may be much lower for the CCJPA.

## **RESPONDING TO CLIMATE CHANGE AND SEA-LEVEL RISE**

The Capitol Corridor has a complicated relationship with the San Francisco Bay. The route's proximity to marshland, tidal waters, and the bay-shore make the ride picturesque. However, in an era of rising sea levels and increasingly frequent strong storms, that proximity may threaten large segments of the corridor's physical infrastructure. The route has the most linear exposure to this threat of any transit service provider in the Bay Area. As the CCJPA considers investments that will create the next generation of Capitol Corridor service, it must also ensure that the service's capital assets are well positioned to weather the effects of climate change.

The corridor is already vulnerable to environmental factors. In the East Bay, large portions of the alignment and an important maintenance facility sit on land subject to liquefaction in case of an earthquake. Tracks that run through the Suisun Marsh, in the Central Valley, already require significant ongoing maintenance due to high groundwater levels. Rising water tables, associated with sea-level rise, will only make both of these problems worse.

It is critical that CCJPA consider sea-level rise in all of its planning decisions because some will commit the Capitol Corridor to a particular set of future adaptation responses. For example, the CCJPA anticipates that the City of Hercules will soon ask the agency to consider a new station in an area that is particularly vulnerable to rising sea levels, along the existing alignment next to San Pablo Bay. Such a station and any associated track infrastructure would need to be built to weather the effects of sea level rise, and its location could commit the railroad to an alignment that is more difficult to gird against the effects of rising waters.

The CCJPA recently completed a Sea-Level Rise Vulnerability Assessment. This section summarizes the major issues raised in that assessment, to provide context for some of the alternatives presented in the next section.

### **Overall System Vulnerabilities and Recommendations**

The Capitol Corridor faces significant system-wide vulnerabilities, many of which will make preparing the system for higher sea levels more difficult. Among the biggest issues is the railroad's relationship to its right-of-way and many of its assets: The CCJPA manages a service

that runs on other entities' tracks, and a mix of agencies and local jurisdictions have dominion over different parts of its stations and other capital assets. How the CCJPA manages these relationships, and how closely it can coordinate planning among these many players, will be a key factor in determining how successfully Capitol Corridor service can confront the coming environmental challenges.

The most critical vulnerabilities highlighted by the sea-level rise assessment:

- **Track, railroad bed, and signals:** Outages in segments of the Capitol Corridor's alignment would likely affect operations along the entire route, and important parts of the linear infrastructure on which the railroad relies would be inoperable with water damage. Rails can warp and corrode and track beds can destabilize with sustained exposure to standing water or the strong wave action associated with storm surges. The electrical systems that ensure safety along the right-of-way, many of which run under the railroad bed, are vulnerable to even slight exposure to moisture. Large segments of the alignment are quite vulnerable to these threats, particularly with just slight increases in sea levels or strong storms whose frequency is expected to increase over the coming years.
- **Oakland Maintenance Facility:** Maintenance work on all Capitol Corridor trains occurs at the Oakland Maintenance Facility, which sits on soil that is subject to liquefaction in an earthquake and is just a few feet above sea level today.
- **A lack of information on railroad assets:** The CCJPA does not currently have an internal understanding of the state of essential railroad assets owned by the UPRR or other partners. UPRR may have an internal database with information on the age and state-of-good-repair of tracks, signals, and other critical pieces of infrastructure, but it has not shared this information with the CCJPA to date. This lack of information makes planning for these issues much more difficult.
- **Complicated Institutional Arrangement:** Related, the tens of entities and jurisdictions with which the Capitol Corridor interacts along its 171 route miles makes any kind of planning work quite complex. While this presents an opportunity for cost-sharing and mutually beneficial investments, the administrative challenges and costs associated with aligning organizations with different values and priorities could be a critical vulnerability.

Based on these vulnerabilities and others, the sea-level rise assessment made a number of recommendations, many of which focused on institutional steps the agency must take to better prepare for climate change. The recommendations included building an internal database of critical capital assets, working with UPRR to gain access to information on the current condition and maintenance history of those assets, as available. In addition, it also recommended that long-term plans take sea-level-related threats along different segments of the alignment into account and that the agency create short-term operational contingency plans for vulnerable segments. Such plans might include bus bridges and other interim measures to keep some level of service running after major flooding.

### **Issues by Segment**

The assessment also catalogued major issues facing different segments of the alignment that are particularly vulnerable to climate-change-related impacts. To provide deeper context for the segment-by-segment alignment alternatives.

### **Southern East Bay to San Jose**

The alignment runs directly through bay lands and tidal areas in this segment, and as such, is subject to inundation with just slight increases in sea-level rise. A five-year-storm tide level – with 20percent likelihood in any given year – would also flood the most exposed portions of this segment.

### **Oakland Coliseum Area**

Three feet of sea-level rise would inundate tracks in this segment, and the segment between Lion Creek and 73<sup>rd</sup> Avenue, just northeast of the Coliseum complex, is particularly vulnerable to liquefaction.

### **Oakland-Richmond**

Tracks around the Lake Merritt Channel, the lowest portion of this segment, are subject to permanent inundation with three feet of sea-level rise or a 25-year storm event, which has a 4percent chance of happening during any given year. Other portions of this segment would be inundated with four to five feet of sea-level rise. The whole area is subject to liquefaction in an earthquake.

### **Point Pinole**

Tracks in this segment wind along the shoreline of Carquinez Strait and San Pablo Bay and, as such, are particularly vulnerable to storm surges and strong waves, and tracks would be vulnerable to such conditions more frequently with an increase in sea levels. Railroad beds could wash out with strong waves in this segment, and a series of bridges in this segment, rising over inlet creeks, could also be vulnerable to flooding.

### **Martinez Area**

Tracks in the segment risk permanent inundation with four feet of sea-level rise and are vulnerable to the strongest of storms seen in the historical record for the area, or a so-called 100-year storm. Such an event has a 1percent chance of happening in any given year. The Martinez station is the fourth busiest in the Capitol Corridor system, and as such, disruptions would have a major impact on existing users.

### **Suisun/Fairfield Area**

A large share of the right-of-way in this segment runs through Suisun Marsh, a wetland in which soil subsidence is already the cause for significant track maintenance activity. Tracks in this segment, as they are currently constructed, risk permanent inundation with as little as two feet of sea-level rise and are subject to temporary flooding in case of a storm of a strength expected every five years.

## **PROCESS**

To advance the conceptual vision outlined in the 2013 update, a process for the 2014 update of the Vision Plan was developed by CCJPA staff and consultants. This process took the fundamental principles and objectives identified in the 2013 update as a starting point, and asked: What level of alternatives development and analysis would be necessary to create a “roadmap” detailed enough to allow specific, first-phase projects to be advanced?

As it was ultimately carried out, this process consisted primarily of:

- *Development of segment-based travel time “targets” for “low,” “medium” and “high” investment and travel time savings scenarios.* Reflecting one of the key principles identified in the 2013 update – “clockface” arrival and departure times at major hubs – the low scenario was based on travel time of 1 hour, 45 minutes between Sacramento and Oakland and 1 hour between Oakland and San Jose (roughly a 10-12 percent reduction from current travel times). The medium scenario was based on travel time of 1 hour, 15 minutes between Sacramento and Oakland and 45 minutes between Oakland and San Jose (roughly a 30-35 percent reduction from current travel times). The high scenario, meanwhile, was based on travel time of 1 hour between Sacramento and Oakland and 30 minutes between Oakland and San Jose (roughly a 50 percent reduction from current travel times). Reflecting the different geographic and land use conditions within the Sacramento-Oakland segment, target travel times were also developed for sub-segments consisting of Sacramento to Suisun City, Suisun City to Richmond, and Richmond to Oakland. The high scenario was used as the basis for the alternatives development and travel time analysis in the following steps, while the medium and low scenarios were intended to serve as a basis for development of a phasing strategy.
- *Identification of capital improvements that might be used to achieve these targets, analysis of potential travel time savings for each improvement, and packaging of improvements into alternatives for analysis.* This phase of the process is described in detail in the following section.
- *Development of conceptual schedules and ridership forecasts for each alternative.* For each alternative, a hypothetical schedule was developed based on the travel time estimates as well as 2013 Vision Plan Update principles including: more frequent service; a mix of service types including limited-stop or express service as well as all-stop local service; clockface-based headways; and clockface arrival and departure times at major hubs. Based on the estimated travel times, the latter was not always possible. However, it was possible to develop schedules that had southbound limited-stop trains “overtaking” local trains at a new intermodal station with BART in West Oakland (at either the existing West Oakland BART station or a new intermodal station nearby), thereby allowing passengers to easily transfer between limited-stop and local trains at that location. Limited-stop or express trains would also serve Sacramento, Davis, Richmond, Oakland Jack London Square, Santa Clara Great America (if included in that alternative), San Jose Diridon, and if they operated to Salinas, Gilroy, Pajaro/Watsonville and Castroville. Existing travel times were assumed between Auburn and Sacramento, and currently projected travel times were assumed between San Jose and Salinas. The schedule was based on half-hourly local and half-hourly express service during peak periods (resulting in average headways of 15 minutes at the busiest stations) and mid-day headways for local trains of one hour, resulting in a total of 90 trains per day, four of which would serve Auburn, 20 Roseville, and 28 Salinas. In order to allow for “apples-to-apples” ridership comparisons, the same basic schedule and service level was assumed for each alternative, with variations only as necessary based on travel time differences. Ridership forecasts for each alternative are now in development.
- *Order-of-magnitude capital cost estimation for major improvements, or types of improvements.* These too are currently in development.

Originally, two additional steps were envisioned: selection of a preferred alternative, and a phased implementation strategy based on cost-benefit analysis. However, it was ultimately determined that this step should be deferred until additional outreach to partners, stakeholders and communities can take place, and some consensus can be developed around a preferred alternative that is not only technically sound but politically acceptable.

The process also included presentations at key decision points to the CCJPA Board of Directors Vision Plan subcommittee.

## CONCEPTS BY SEGMENT

Each segment of the Capitol Corridor route presents unique challenges and opportunities. This section reviews the conceptual capital and alignment alternatives developed for this study, starting from San Jose in the south and continuing to Sacramento (segments farther to the south and north will be the subject of separate future analysis).

The alternatives were developed based on analysis of engineering feasibility and potential travel time savings. As this was largely a technical exercise designed to identify the full range of available options, political, cost and other considerations were not a major factor. These issues will be addressed in the next phase of project development (see previous section).

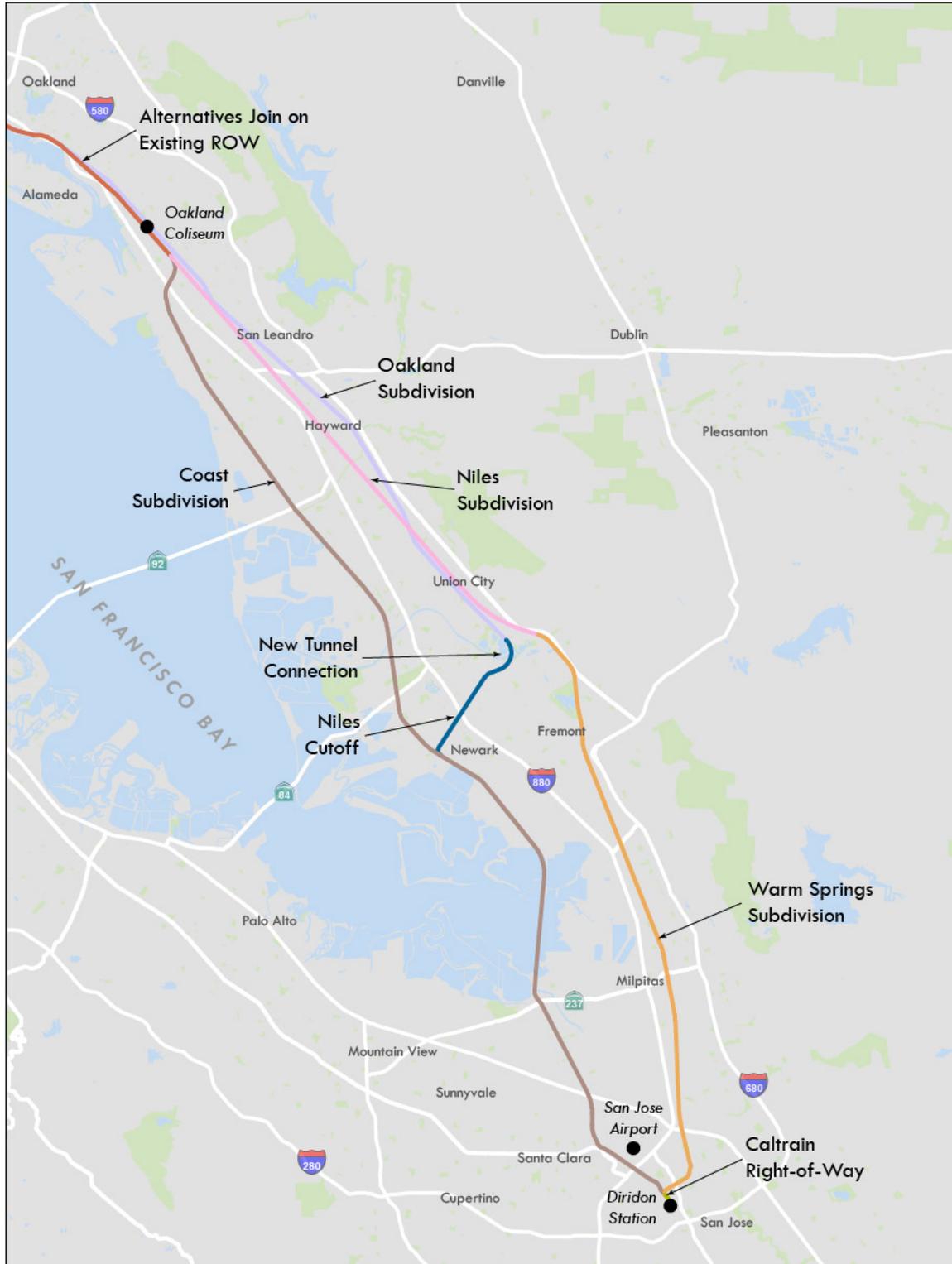
All alternatives assume eventual development of a double-tracked, electrified, dedicated right-of-way for use by passenger trains. In some segments, new ROW would be developed, while in others passenger tracks would be added in shared ROW. In these segments, separation of 25 feet between freight and passenger track centerlines was assumed, consistent with standard UPRR requirements.

### San Jose-Oakland Coliseum

Speed and capacity were identified as the key issues in the southernmost portion of the corridor. Large stretches of this segment have only a single track, limiting maximum speeds, operational flexibility, and service frequencies.

Today, the alignment travels north from San Jose Diridon Station for 2.5 miles on Caltrain-owned right-of-way before switching to UPRR right-of-way just north of Santa Clara station. It follows the UPRR's Coast Subdivision into Fremont, where it uses the Niles Cutoff to transition to the Niles Subdivision for its route to Oakland. Figure 4-1 shows the alternatives developed for this segment.

Figure 4-1 San Jose-Oakland Alignment Alternatives



### **Coast Alignment**

The Coast Alignment would have the line follow the Coast Subdivision up the bay shoreline to just south of Davis Street in San Leandro. The segment would be acquired from the UPRR and converted to a double-track passenger-only line. Track would be laid out within the right-of-way to flatten curves as much as possible. To connect to the Niles Subdivision for the trip north of this segment, the alignment would sink into a tunnel under I-880 at Hegenberger Road, joining the Niles Subdivision just south of the Oakland Coliseum. An alternative would be to tunnel under 98<sup>th</sup> Avenue to connect with the Oakland Subdivision, and then join the Niles Subdivision at 47<sup>th</sup> Avenue in Oakland. This alternative would require the acquisition of an additional 30 to 40 feet of right of way for the 6.5-mile trip to Jack London Square. Portions of this alternative that use the Coast Subdivision would need to be constructed to account for sea-level rise and storm tides.

### **Inland Alignment**

The Inland Alignment would leave San Jose Diridon Station via the Warm Springs Subdivision, which travels around the southeastern end of San Jose Airport, through the northwestern portion of Downtown San Jose, through Milpitas, and into Fremont between I-880 and I-680. A double-track passenger line would be constructed in this portion of the alignment. It would then follow the Niles Subdivision to Jack London Square. The Capitol Corridor would share the right of way with freight trains on a reconstructed version of the UPRR main track, which would shift toward one side of the right-of-way with 10,000-foot passing sidings constructed every three to five miles. The siding locations would require a significant amount of additional right-of-way. The northernmost portions of this alignment would need to be constructed with sea-level rise in mind.

### **Hybrid**

A third option would follow the Coast Subdivision from the Caltrain alignment to Newark, connecting on the Niles Cutoff to the Oakland Subdivision, on which the route would travel through just north of the Coliseum in Oakland. The portions of this alternative that use the Coast Subdivision would need to be constructed to account for sea-level rise and storm tides.

### **Oakland**

Changes to the right-of-way in Jack London Square are of critical importance. Trains currently operate in the street, which is neither safe nor efficient, but the Posey and Webster tubes, just south of Jack London Square, are too shallow to allow a subway under the current alignment. In short, there are no inexpensive options for fixing this portion of the alignment. Figure 4-2 details how potential grade-separated alignments through Central Oakland could work.



### **Grade-Separated through Jack London Square**

One option would travel through Jack London Square on passenger-only tracks through a right-of-way shared with freight, with appropriate safety treatments, that is either at grade or partially lowered. Embarcadero Street would be closed from Martin Luther King Junior Way to Webster Street, with Water Street extended from Clay Street to Martin Luther King Jr. Way to facilitate continued vehicle access to the area. Martin Luther King Junior Way and Market Street would both have grade separated track crossings, while Jefferson, Clay, Washington, Franklin, and Webster streets and Broadway would dead-end at Embarcadero. Existing roadways north of the right-of-way would give direct access to a new parking facility under the right-of-way, and a pedestrian esplanade over the tracks would continue to provide pedestrian access through the area.

While this would be the lowest-cost option for grade-separating the right-of-way through the Jack London area, it would result in a physical and visual barrier between Jack London Square and the rest of the District. Additionally, it would impact existing land uses on Embarcadero itself.

### **5<sup>th</sup> Street Subway**

A second option would be to have the alignment turn slightly to the north just east of I-880, traveling in a subway or on an elevated guideway along 5<sup>th</sup> Street. It would then join a new right-of-way along the BART alignment through West Oakland, potentially on a viaduct. This would facilitate BART connections at a new West Oakland Station adjacent to or near the existing West Oakland BART Station. (Through its Vision Plan process, BART is currently studying a new intermodal station where the existing Capitol Corridor and BART rights-of-way intersect.)

While this option would have far less of an impact than grade-separation of the existing alignment, it would be substantially more expensive, and further analysis would be needed to confirm that a new rail viaduct could pass beneath the existing I-880 viaduct without substantial reconstruction of the latter.

### **Tunnel Under Downtown Oakland**

A third option would construct a deep-bore tunnel under downtown Oakland, starting just east of the Lake Merritt Channel and rejoining the UPRR right-of-way just north of I-580 in Emeryville. This would require boring a tunnel roughly 3.5 miles in length. This would facilitate BART connections at 19<sup>th</sup> Street in downtown Oakland. It would be by far the most expensive alternative for this segment.

## **Oakland-Richmond**

This segment of the corridor is among the most heavily congested rail corridors in California, leading as it does from the Port of Oakland to inland destinations, through a densely urbanized area. However, as a practical matter, no alternative at-grade alignments are available. For this reason, analysis in this segment was limited to the physical requirements for creation of dedicated passenger tracks. Given the 100-foot existing right-of-way in this area, acquisition of 20 to 30 feet of right of way between Grand Avenue and 65<sup>th</sup> Street could be required.

While the alternatives were developed based entirely on technical analysis, without physical constraints, it is clear that any ROW acquisition in this heavily urbanized corridor would require the participation of multiple partners, including the Capitol Corridor and UPRR as well as potentially others such as BART, MTC, and the State.

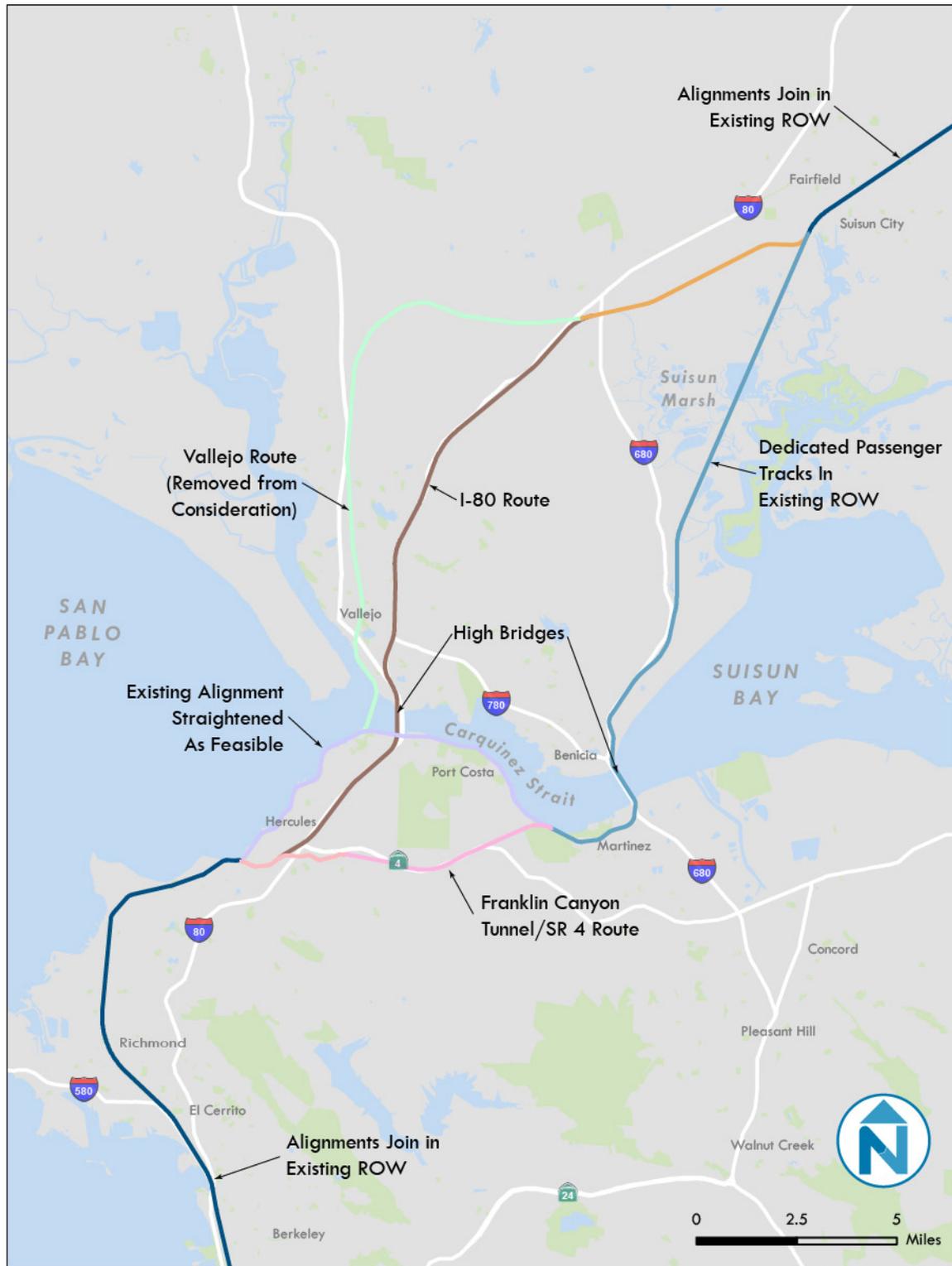
One alignment alternative at the southern end of this segment that was not assessed in depth but has been identified through other processes including the Regional Rail Plan and BART Vision Plan effort is a new underground alignment beneath Mandela Parkway in West Oakland, connecting to a new Transbay Tube with standard-gauge tracks in addition to tracks for BART. This would allow for a new subway station immediately below or adjacent to the existing West Oakland BART Station.

## **Richmond-Suisun/Fairfield**

The segment between Richmond and Suisun is perhaps the most challenging to speed up and protect from sea-level rise. Running on UPRR right-of-way, it follows a winding route along the shores of San Pablo Bay and Carquinez Strait before crossing a vertical-lift bridge over the Suisun Point Channel. The alignment then runs through Suisun Marsh to Fairfield. The route is rather indirect, and the large number of curves slow trains significantly through this part of the corridor. In addition, the right-of-way's position right on a shoreline makes it particularly susceptible to storm surges in the short term and sea-level-rise over the long-term. The bridge, which halts train traffic for any shipping traffic through the channel, creates significant reliability issues.

Figure 4-3 shows the three major alternatives for improving this portion of the corridor. On the southern end of this segment, each alternative would join the BNSF Stockton Subdivision just north of Richmond, allowing for a more direct route. On the northern end, each one would include a new high-level crossing near the Carquinez or Benicia/Martinez bridges, to deal with the current bridge-related reliability issues.

Figure 4-3 Richmond-Suisun/Fairfield Alternatives



### **Improve Existing Alignment**

One alternative would reconnect with the existing right-of-way just north of Hercules. Curves would be flattened to the extent possible and the alignment would be raised to protect against rising water levels. This alternative would connect to a high-level crossing just east of Martinez. While this alternative has the potential to be least expensive because it requires no tunneling or right-of-way acquisition, it could still require significant time and money to study and mitigate the environmental impacts and gain the approval of numerous agencies, given that it would involve heavy construction right on a sensitive shoreline.

### **Franklin Canyon Tunnels**

A second alternative for this segment would follow the BNSF alignment, turning inland at Hercules and joining Highway 4 in Franklin Canyon via a new 1.3-mile tunnel. A Hercules Station would be at the Hercules Transit Center, rather than the Hercules New Town Center. After following Highway 4 for nearly 2 miles, it would enter another tunnel, traveling 2.7 miles before reconnecting with the existing alignment in Martinez. To reach a new high-level crossing running parallel to the Benicia-Martinez Bridge, the route would need rise for 1.9 miles on an elevated guideway through Martinez within the existing right-of-way. On the north side of the crossing, the route would tunnel under I-680 to rejoin the existing right-of-way.

### **Vallejo**

This alternative would follow the BNSF Stockton Subdivision for 4.5 miles before running elevated or at grade down the center of the I-80 right-of-way through Vallejo, then next to it through Jameson and American canyons, connecting back to the existing alignment in Suisun City via the California Northern right-of-way. This alternative would require a complete reconstruction of I-80. Another Vallejo alternative would pass through the heart of the city via an existing, extremely constrained rail right-of-way. Both of these options are viewed as unlikely for reasons of both cost and impact.

### **High-Level Crossing**

Analysis suggests that the most promising alignment for a new, more reliable high-level crossing of the Carquinez Strait would be parallel to the existing crossing, which is itself between the twin spans of the Benicia-Martinez (I-680) auto bridge. This is largely because a new bridge could connect at its southern end to the existing alignment, which in turn was found to be a more promising connection point than an I-80 alignment through Vallejo (see above).

### **Suisun/Fairfield-Sacramento**

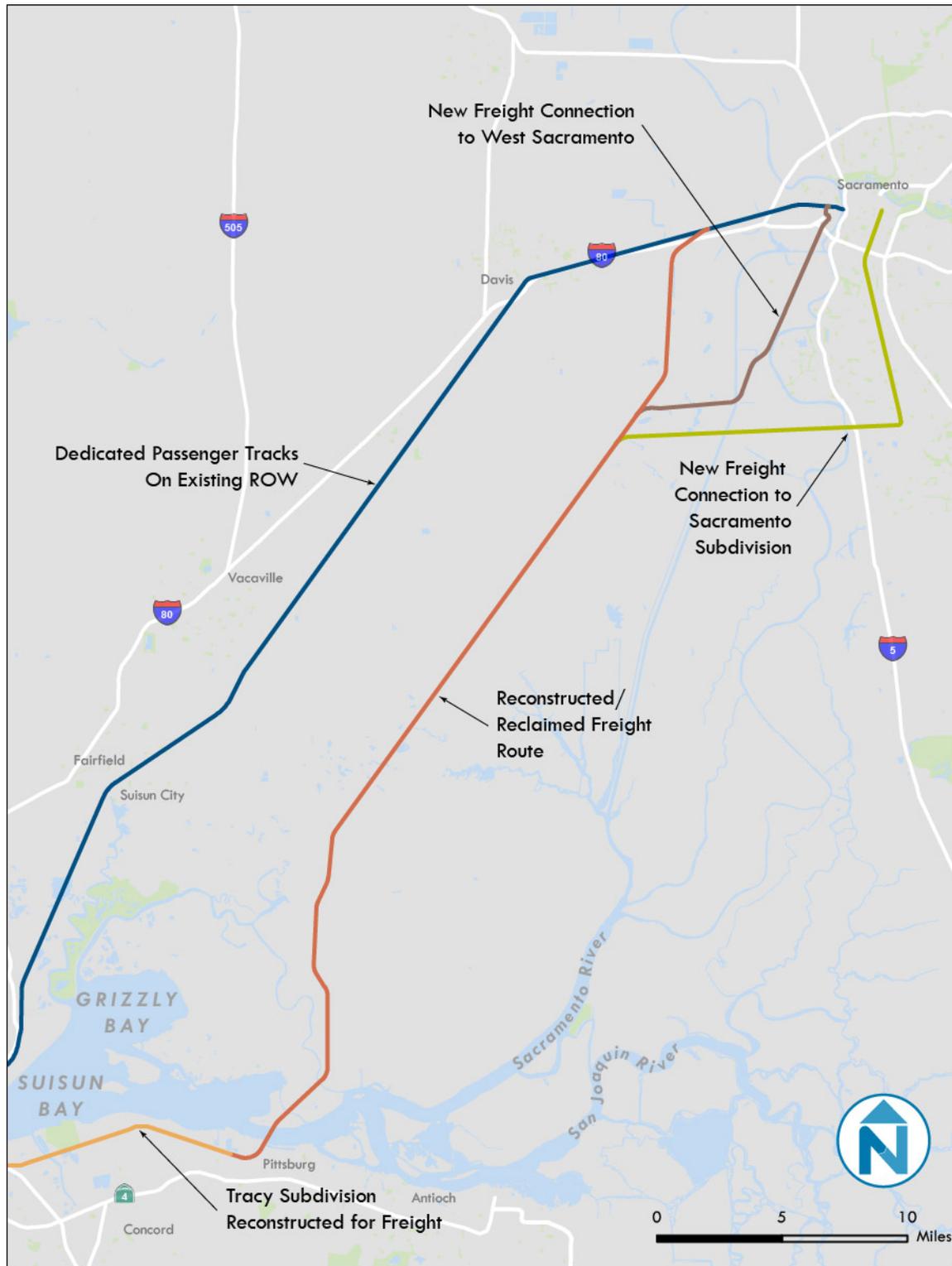
Interactions with freight traffic are the most significant impediment to speedy service in the segment between Suisun/Fairfield and Sacramento. The alignment is currently straight through most of this segment. To help eliminate passenger-freight conflicts, the CCJPA would help rebuild the Sacramento Northern line from Pittsburg to Sacramento and help construct a new high-level bridge between Mallard and Chip islands, near where Suisun Bay divides into the Sacramento and San Joaquin rivers. North of the bridge, the line would follow existing right-of-way for 17.5 miles before joining an abandoned right-of-way for 15.5 miles, finally rejoining the UPRR alignment east of Davis for the final few miles into Sacramento. As sub-alternatives, the line could branch off just south of Davis to join the original Sacramento North line into West Sacramento, or a new 12-

mile connection could be built to connect with the UPRR Sacramento Subdivision, just south of the city.

Figure 4-4 shows the proposed changes in this alignment.

DRAFT

Figure 4-4 Reconstructed Freight Right-of-Way in Suisun/Fairfield-Sacramento Segment



## TRAVEL TIME SAVINGS ANALYSIS

For purposes of travel time savings analysis, the capital concepts described in the previous section were grouped into packages, or formal alternatives. Using conservative assumptions for dwell, acceleration and deceleration, the most promising of these was found to result in all-stop travel time between Sacramento and San Jose of 1 hour and 48 minutes. Table 4-1 summarizes the analysis.

Table 4-1 Potential Travel-Times Savings of Alternative Combinations

	Existing	A	B	C	D
San Jose-Oakland		Coast	Niles-Warm Springs	Oakland/Niles/Coast	Oakland/Niles/Coast
Jack London		Existing, Grade Separated	Existing, Grade-Separated	Existing, Grade-Separated	4 <sup>th</sup> Street/BART Bypass
Richmond-Fairfield		Improved Existing	Franklin Canyon Tunnel	Improved Existing	Improved Existing
Travel Time	3:06	1:57	1:48	2:01	2:04

As the table shows, options in the Richmond-Fairfield segment show the biggest differences in travel-time savings. The option that offers the most savings, the Franklin Canyon tunnels, would likely require a significantly larger investment than improving the existing alignment. The table does not include the deep-bore tunnel under Oakland, given the significant expense, but the directness of the route can be expected to offer significant travel-time savings as well.

It is possible to achieve low-to-medium travel-time savings by flattening curves throughout the corridor. This would allow for top speeds of 90 miles per hour between San Jose and Benicia, though it would still require dealing with capacity constraints in shared corridors and at Jack London Square. With fewer freight conflicts, it would also be possible to reach top speeds of 110 miles per hour between Benicia and Sacramento.

## 5 NEXT STEPS

Two important steps remain in the development of this Vision Plan Update: development of ridership estimates for each alternative, and development of capital-cost estimates for each major project. Upon completion of those steps, this Plan will be amended and presented to the CCJPA Board of Directors for comment, revision and approval.

In addition to adopting the final Plan, the Board may identify core elements or segments to be prioritized for advancement in the near future. In these segments, next-phase planning work might consist of early stages of project development (a feasibility study or alternatives analysis) or, where appropriate, other preliminary, foundational work such as engagement with key partners.

The most important next step to occur immediately after adoption of this plan and before the segment-based work identified above can proceed will be a process of formal engagement with CCJPA partners, other agency stakeholders, elected officials and community members in affected communities regarding the project alternatives. This process will be critical, as some of the alternatives identified in this plan could result in negative impacts as well as benefits, and could prove highly controversial. Additionally, some concepts would be very expensive, and could not be funded without strong political support. CCJPA staff and Board members will need to work closely with their partners in the outreach process to ensure that those partners' concerns are heard, understood and responded to.

The exact form this process will take has not yet been determined, but the hoped-for outcome is development of some consensus around a preferred alternative, at which point a detailed approach or phased implementation strategy can be developed and advocacy for the funding necessary to implement initial steps can occur.

This strategy, the Vision Implementation Plan, would be based on cost-benefit analysis to determine the proper sequencing of investments to deliver early returns and ensure that the preferred alternative can be implemented as efficiently as possible using a phased, incremental strategy. It would also include analysis of the merits of so-called "throwaway" investments in segments that would eventually be abandoned; such investments might make sense, even if they are not permanent, if they can deliver substantial benefits in the interim at relatively low cost.



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# MEMO

To: CCJPA Board of Directors

From: David B. Kutrosky, Managing Director

Date: 9/12/2014

Subject: Overview of Crude by Rail Movements along Capitol Corridor Route -  
September 17, 2014 CCJPA Board Meeting, Agenda Item V.7

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## Introduction

Since 2008, there has been a significant increase on discoveries of additional reserves of oil and improvements which in turn have sparked a historic boom in energy production in the U.S. Activity has focused particularly in the Bakken oilfields of North Dakota and oil extracted from tar sands in Midwest Canada. Because pipeline capacity in the U.S. has not expanded quickly enough to keep up with the rapid increase in production, oil producers and shippers have relied heavily on freight rail to ship Bakken light sweet crude oil to refineries on the West, East and Gulf coasts. The impact on the national rail network has included several prominent derailments, spills and explosions involving trains carrying Bakken crude, and slowdowns of shipments of other commodities. These circumstances have triggered a wide range of regulatory responses in the U.S. and Canada. Crude oil is considered a hazardous material for the purposes of regulating its transportation.

In Northern California, Union Pacific Railroad currently delivers crude oil to refineries in Benicia via freight trains with tank cars using its rail network route along the Donner Pass and then along the Capitol Corridor from Sacramento along the Martinez Subdivision. Valero has a refinery in Benicia and recently prepared a Draft Environmental Impact Report (DEIR) for the Valero Benicia Crude by Rail Project, which proposes to serve the Valero Benicia refinery with deliveries of Bakken sweet light crude and heavier Canadian tar sands crude over the route it shares with the Capitol Corridor and Amtrak intercity passenger rail trains. Comments on the DEIR are due on September 15, 2014. CCJPA staff has evaluated the DEIR to gauge the impact of the proposed crude oil deliveries on Capitol Corridor operations and intends to submit a comment letter before the September 15, 2014 deadline.

## Historical Background on Transporting Crude Oil by Train

The shipment of crude oil by rail in North America has sprung up rapidly. Technological advances now allow recovery of previously inaccessible oil in shale formations, most significantly in the Bakken oil fields; the U.S. now produces 66% of its oil needs domestically. The flow of rail traffic is from oilfields in the center of continent to refineries on the East, West and Gulf coasts. This represents a shift from previously prevailing pattern of tankers delivering oil from other countries to coastal refineries. Since 2008, annual carloads of crude by rail deliveries have increased from 9,500 to an estimated 2014 total of 650,000, a seventy-fold increase in 6 years.<sup>1</sup>

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<sup>1</sup> AAR press release, Mar. 13, 2014; J. Frittelli, et. al, U.S. Congressional Research Service, *U.S. Rail Transportation of Crude Oil: Background and Issues for Congress*, R43390, May 5, 2014, at 1.

Because North American pipeline capacity has not increased to keep pace with the increase in production, producers have relied on rail to accommodate the demand. Rail transportation has proved to be a flexible option for energy producers, and travel from the North Dakota oil fields to coastal refineries typically takes five to seven days by rail, as opposed to 40 days via pipeline. However, the volume of oil being shipped by rail is unprecedented, and best practices have not developed to an extent commensurate with those used in the pipeline industry. For instance, the most explosive components of Texas sweet light crude are removed prior to placing the oil in pipeline for shipment. No such processing occurs when Bakken crude is loaded onto rail tank cars.

Although the number of train accidents and hazardous materials releases generally are decreasing while volume has increased, the increase of accidents involving trains transporting crude oil has been increasing.<sup>2</sup> There have been several prominent incidents in North America in the past fifteen months, including:

- July 6, 2013, Lac Mégantic, Canada: train carrying crude oil derailed and exploded, resulting in 47 deaths, hundreds of millions of \$\$ property and environmental damage
- November 8, 2013, Aliceville, Alabama: 25 of 90 crude oil tank cars derailed and ignited
- December 30, 2013, Casselton, North Dakota: train carrying crude oil derailed and exploded
- January 20, 2014, Philadelphia: train carrying crude oil derailed on a busy bridge – no leakage
- February 13, 2014, Vandergrift, Pennsylvania: train carrying heavy crude oil derailed and spilled
- April 30, 2014, Lynchburg, VA: train carrying heavy crude derailed into the James River and ignited
- July 24, 2014, Seattle, Washington: three tanker cars derailed beneath a major vehicular bridge – no spills or injuries, but occurred in a heavily populated area

Key points of information:

- UPRR is a common carrier, which means that it is obligated to carry any freight tendered to it and has control over all means of providing such service.
- Municipalities and state governments have no control over railroad operations, and cannot prohibit a railroad from using particular track or not transporting specific commodities.
- Two federal agencies responsible for the safe transportation of hazardous materials by rail: the Federal Railroad Administration (FRA) is responsible for the general safety of the rail system and the Pipeline and Hazardous Materials Administration (PHMSA) regulates the shipment of hazardous materials in all modes. PHMSA and FRA are in the process of drafting updated rules to address the transportation of crude oil by rail, including:
  - Routing and notification to state first responders
  - Classification of materials being shipped
  - Enhanced braking requirements
  - Revised construction standards for oil rail tank cars
  - Handling and reporting of spills and related incidents
- Research indicates that Bakken sweet crude oil contains volatile gases, and therefore more prone to explosion, when compared to other types of crude oil. Bakken crude is loaded on to rail tank cars in an untreated state, whereas in Texas, volatile organic compounds are removed from the oil before it is placed in pipelines for shipment.
- Several high-profile accidents in the U.S. and Canada in the past year have raised awareness of the potential risks of shipping crude oil by rail.
- No current requirements exist in the U.S. by which municipalities or other public entities below the state level receive information about crude oil train routing and cargo.
- UPRR is proposing to ship Bakken crude to the Valero Benicia refinery:
  - UPRR has indicated that it expects to run 2 50-car trains per day to the refinery during overnight hours, outside of Capitol Corridor operating hours.

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<sup>2</sup> PHMSA, Notice of proposed rulemaking, *Hazardous Materials: Enhanced Tank Car Standards and Operational Controls for High-Hazard Flammable Trains*, 79 Fed. Reg. 45,016, 45,019(August 1, 2014).

- The DEIR does not address how a spill, explosion or other incident on the line UPRR shares with Capitol Corridor and Amtrak will be handled.
- Since the environmental review process is not yet complete, the schedule for UPRR starting service has not yet been determined.
- Emergency response remains a mix of state, local and federal requirements and *voluntary* actions by the railroads.

### **Responses from Regulatory Agencies**

Under federal law, municipalities cannot prohibit or limit what railroads may ship or handle within municipal boundaries.<sup>3</sup> Safety requirements for the shipment of crude oil by rail are governed by the regulations of the following federal agencies:

- PHMSA – regulates transportation of hazardous materials across all modes<sup>4</sup>
- FRA – regulates railroad safety generally (safety of track, grade crossings, rail equipment, operating practices); enforces PHMSA regulations on railroads<sup>5</sup>
- US Department of Transportation –emergency authority to restrict or prohibit transportation that poses a hazard of death, personal injury or significant harm to the environment. 49 U.S.C. 101, 102, 301 et seq., 20104

On August 1, 2014, PHMSA issued a Notice of Proposed Rulemaking (NPRM) to propose revised rules to address:

- Routing and notification to state first responders – proposes to require railroads to notify the designated state emergency response agencies of the number of trains per week, routes, description of crude oil shipments, and applicable emergency response information, if one single train transporting 1,000,000 gallons (approximately 35 tank cars) will be traveling through that state
- Definition of high-hazard flammable train (HHFT) – proposes that a single train carrying 20 or more carloads of a Class 3 flammable liquid, such as crude oil, be defined as a HHFT
- Testing and classification of materials being shipped
- Enhanced braking requirements
- Speed restrictions – the NPRM proposes a range of potential maximum speeds for crude by rail trains, ranging from 30 to 50 mph depending on the kind of tank cars being used
- Revised design standards for the manufacturing of oil rail tank cars – proposes that rail oil tank cars be built to more robust standards to prevent spills and explosions, and that the oldest existing cars be phased out of service by October 1, 2017.<sup>6</sup>
- Handling and reporting of spills and related incidents – PHMSA has published an Advance Notice of Proposed Rulemaking to recommend that spills of crude oil being transported by rail be handled and reported in accordance with existing comprehensive oil spill response plans under the Federal Water Pollution Control Act.<sup>7</sup> Currently, railroads operating the current family of tank cars are only required to produce “basic” response plans that are not subject to FRA approval<sup>8</sup>

Current rules already establish the standards to which railroads must maintain their track. FRA issued revised rules in January, 2014, establishing a performance-based inspection program to prevent derailments.<sup>9</sup>

<sup>3</sup> 49 U.S.C. 10501.

<sup>4</sup> 45 U.S.C.; 49 U.S.C. 108, 60101 et seq.

<sup>5</sup> 45 U.S.C.; 49 U.S.C. 103.

<sup>6</sup> NPRM at 45,075-45,078.

<sup>7</sup> PHMSA, *Advance Notice of Proposed Rulemaking, Hazardous Materials: Oil Spill Response Plans for High-Hazard Flammable Trains*, 79 Fed. Reg. 45079 (August 1, 2014).

<sup>8</sup> 49 C.F.R. Part 130.

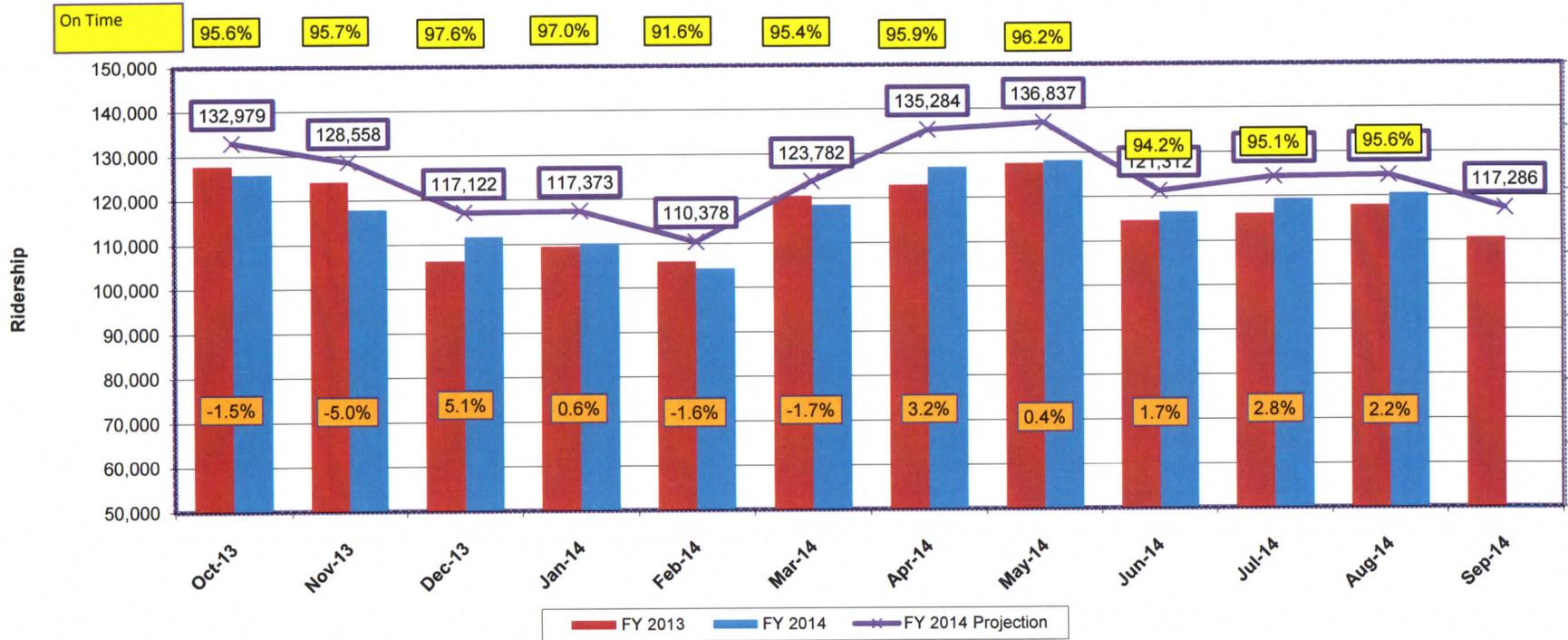
<sup>9</sup> FRA, *Track Safety Standards; Improving Rail Integrity*, 79 Fed. Reg. 4234 (Jan. 24, 2014).

# How's Business?: FY RIDERSHIP

FY2014 Ridership Projection: 1,490,040  
 % Change YTD FY 2014 to FY 2013: 0.5%



% Change FY  
2014 to FY  
2013



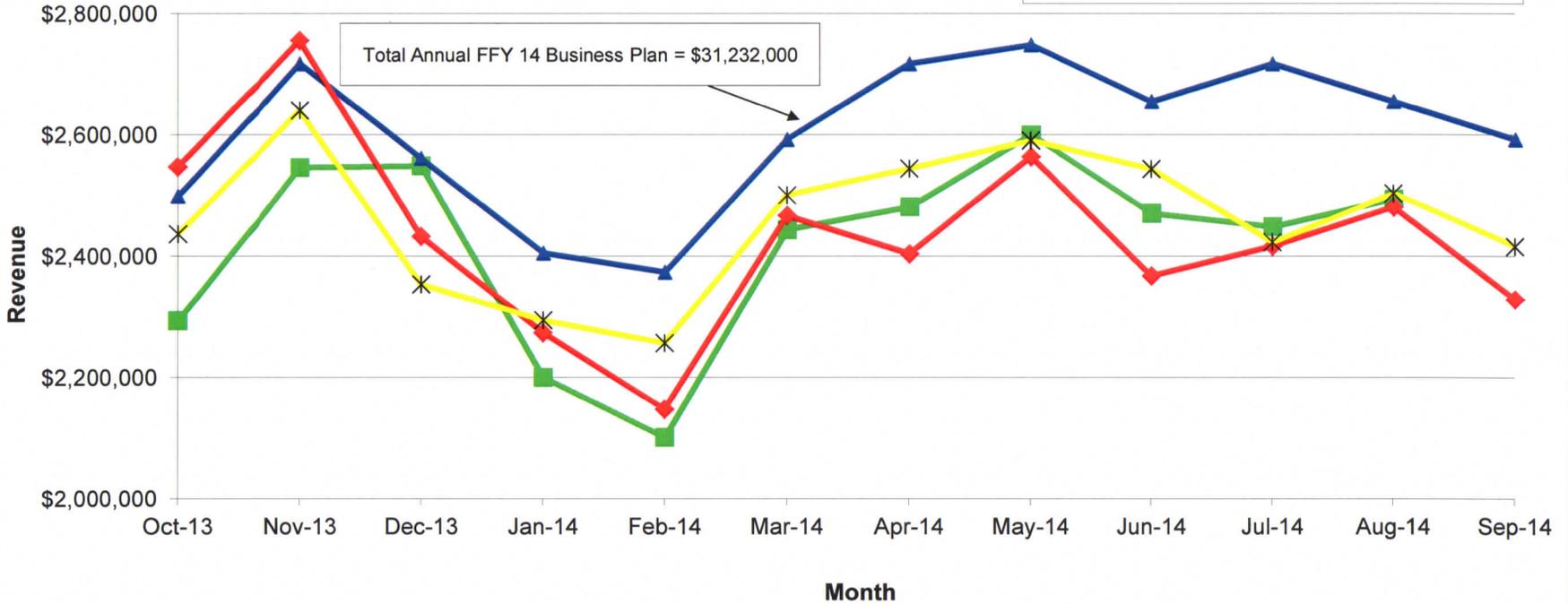
**How's Business?:  
Revenue**

-7.7% vs. FFY 14 Business Plan YTD  
 -9.9% vs. Prior FFY 13 YTD  
 -1.7% vs. Prior FFY 12 YTD

**Capitol Corridor Performance  
 FFY 2013-14  
 Monthly Revenues  
 Actual vs Business Plan**



- Actual FY 14 Revenue YTD (through Aug-14)
- ▲ FFY 14 Business Plan
- ◆ Actual FY 13 Revenue
- ✱ Actual FY 12 Revenues





Month	State Performance Standards (a)				Other Performance Measures		
	Ridership		On-time Performance	System Operating Ratio (b)	Revenues		Customer Satisfaction
	Actual	Business Plan	Actual	Actual	Actual	Business Plan	Actual
October-13	125,807	132,979	95.6%	51.1%	\$2,293,350	\$2,498,560	91
November-13	117,891	128,558	95.7%	48.4%	\$2,545,974	\$2,717,184	90
December-13	111,722	117,122	97.6%	50.1%	\$2,548,497	\$2,561,024	93
January-14	110,148	117,373	97.0%	48.2%	\$2,200,129	\$2,404,864	87
February-14	104,308	110,378	91.6%	53.4%	\$2,100,935	\$2,373,632	86
March-14	118,518	123,782	95.4%	57.4%	\$2,443,274	\$2,592,256	83
April-14	126,831	135,284	95.9%	54.4%	\$2,481,103	\$2,717,184	88
May-14	128,245	136,837	96.2%	55.5%	\$2,599,655	\$2,748,416	89
June-14	116,602	121,312	94.2%	48.1%	\$2,470,163	\$2,654,720	94
July-14	119,425	124,447	95.1%	43.7%	\$2,448,283	\$2,717,184	88
August-14	120,553	124,682	95.6%	42.5%	\$2,494,001	\$2,654,720	
September-14		117,286				\$2,592,256	
<b>Total YTD</b>	<b>1,300,050</b>	<b>1,372,754</b>	<b>95.4%</b>	<b>50%</b>	<b>\$26,625,365</b>	<b>\$28,639,744</b>	<b>89</b>
<b>Previous YTD</b>	<b>1,293,420</b>	<b>--</b>	<b>94.9%</b>	<b>51%</b>	<b>\$26,857,695</b>	<b>--</b>	<b>89</b>
<b>YTD Change</b>	<b>0.5%</b>	<b>-5.3%</b>	<b>0.6%</b>	<b>-1.0%</b>	<b>-0.9%</b>	<b>-7.0%</b>	<b>-0.1%</b>
<b>Annual Standard/Measure</b>		<b>1,490,040</b>	<b>90%</b>	<b>53%</b>		<b>\$31,232,000</b>	<b>89</b>

a) Standard developed by CCJPA in annual business plan update and approved by Business Transportation and Housing Agency

b) This standard measures total revenues (farebox and other operating credits) divided by total operating expenses adjusted against the fixed price operating contract.



# 2014-2015

## Capitol Corridor- Completed/Proposed Marketing & Communications Activities Calendar

Modified 9/3/2014

### July

- ✓ Oakland A's promotion ongoing
- ✓ Renewal of contracts with marketing vendors
- ✓ Continue budget close out of FY14
- ✓ Plan Fall promotions
- ✓ Sacramento River Cats promotion continues
- ✓ New Timetable
- ✓ Group Travel Planning for FY15

### August

- ✓ Sacramento River Cats promotion continues
- ✓ Oakland A's promotion continues
- ✓ Oakland Raiders promotion begins
- ✓ Rail Safety month planning
- ✓ Train Treks Fares Order

### September

- ✓ Cal Athletics promotion begins
- Train Treks Direct mailing to schools
- Rail Safety Month: social media, other PR
- Plan Winter Promotional Offers

### October

- Rider Appreciation events
- Feld/Disney on Ice promotion begins

### November

- Text review of Annual report
- Take 5 promo concludes

### December

- Begin design/production of Annual report
- Order/Distribute 2015 Transit Transfers
- Order/Distribute 2015 Placer County Step-Up Coupons
- Preparation for Spring promotions and advertising

### January

- 20% coupon Renewal/Development
- Business Plan update – draft prepared for public
- Business Plan Public Workshops

### February

- Stitch 'n' Ride Discount Offer
- Annual Report published & mailed

### March

- Planning late spring Promotional offers

### April

- BART Blue Sky Event – San Francisco

### May

- Local Bike to Work Day events
- National Train Day
- Contract/Vendor planning for FY16

### June

- Contract/Vendor planning for FY16
- Get On Board/Message to Riders

## Status Report – CCJPA Marketing: 9/3/2014

### ADVERTISING, PROMOTIONS & EVENTS

#### Advertising/Promotions

- **Take 5 for \$5 each** – This offer has returned this year and will be valid through mid-November. Offer has been promoted via online advertising and social media. Radio traffic sponsorship spots will air in September.

MONTH	JUN 2014	JULY 2014	TOTALS
Riders	515	1699	2214
Revenue	\$5434	\$19,048	\$24,842

- **Midweek Senior Citizen Discount – October 2013 – June 2014**

FINAL	TOTALS
Riders	11,944
Revenue	\$157,811

- **Weekend 50% - October 2013 – April 2014**

FINAL	TOTALS
Riders	6,492
Revenue	\$88,960

**Strategic Partnership Development:** Trade/revenue-based partnerships that support CCJPA promotions.

- **Levi's Stadium 25% Discount:** no results available for this offer yet.
- **Oakland Raiders 25% Discount:** Cross-promotion includes email mentions, in-game mentions, website inclusion, radio spots, radio promotion in Sacramento. No results available for this offer yet.
- **Cal Football 25% Discount:** Cross-promotion includes email mentions, video board at games, website inclusion, radio spots. No results available for this offer yet.
- **Oakland Athletics-** Along with extensive in-game promotion of Capitol Corridor, we are offering 25% off travel to games.

MONTH	MAR 2014	APR 2014	MAY 2014	JUN 2014	JULY 2014	TOTALS
Riders	38	259	444	874	437	2052
Revenue	\$568	\$5070	\$8364	\$18007	\$8243	\$40,252

#### Public/Media Relations, Announcements & Events:

- **River Cats VIP group traveled in June**
- **Rail Safety Month (September)** – Coordinating with Caltrans to promote the “Be Track Smart” message to Capitol Corridor passengers and communities

#### PRINT COLLATERAL

- **Ride Guide** – This policy guide is currently being reviewed by CCJPA team and Amtrak and will be updated

#### WEBSITE/ E-MAIL MARKETING/ SOCIAL MEDIA/ BLOGS

- **E-Updates Program** -- Capitol Corridor uses GovDelivery to provide subscription-based email and SMS updates about Capitol Corridor directly to a computer or wireless device. This system allows CCJPA to manage several mailing lists, including CC Rail Mail (2338 subscribers) and Service Alerts (1243 subscribers)
- **Get On Board** ([http://www.capitolcorridor.org/blogs/get\\_on\\_board/](http://www.capitolcorridor.org/blogs/get_on_board/)) – Recent posts include the August monthly performance report and report on the first 49er game at Levi's Stadium.
- **Spoke 'n Word** ([http://www.capitolcorridor.org/blogs/spoke\\_n\\_word/](http://www.capitolcorridor.org/blogs/spoke_n_word/)) – Jim Allison, CCJPA Planning Manager. New post about May is Bike Month posted on 4/29

## Status Report – CCJPA Marketing: 9/3/2014

- Twitter, Facebook –

 Facebook Fans = 8,943	 Twitter Followers = 3,007
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### Joint Community/Member Agency Projects

- **Placer County Transportation Planning Agency-** coordinating with staff to bolster weekday and weekend ridership to/from Placer County.

### Ongoing Offers

- **20% coupon** – This coupon is used primarily to offer a discount to single travelers and/or assist with customer service, so this has not yet been in major distribution. This new coupon became valid February 1, 2013. Limited distribution as of March 2014.

MONTH	FEB 2014	MAR 2014	APR 2014	MAY 2014	JUN 2014	JULY 2014	TOTALS
Riders	0	0	4	86	94	41	225
Revenue	0	0	\$90	\$1528	\$1942	\$765	\$4326



# Status Report – CCJPA Marketing: 9/3/2014

## Website Statistics – August 2014



<http://www.capitolcorridor.org> - [http://w...](http://www.capitolcorridor.org) [Go to this report](#)  
www.capitolcorridor.org

### CCJPA Dashboard

Aug 1, 2014 - Aug 31, 2014

All Sessions  
100.00%

+ Add Segment

#### Visits

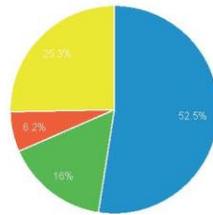
Sessions

3,000



#### Visits by Source

google (direct) levisstadium.com  
Other



#### Visits

**35,764**

% of Total: 100.00% (35,764)



#### Pageviews

**124,310**

% of Total: 100.00% (124,310)



#### Pages/Visit

**3.48**

Site Avg: 3.48 (0.00%)



#### Bounce Rate

**35.71%**

Site Avg: 35.71% (0.00%)



#### Avg. Visit Duration

**00:02:41**

Site Avg: 00:02:41 (0.00%)



#### % New Visits

**68.77%**

Site Avg: 68.77% (0.00%)



#### Unique Visitors

**27,683**

% of Total: 100.00% (27,683)



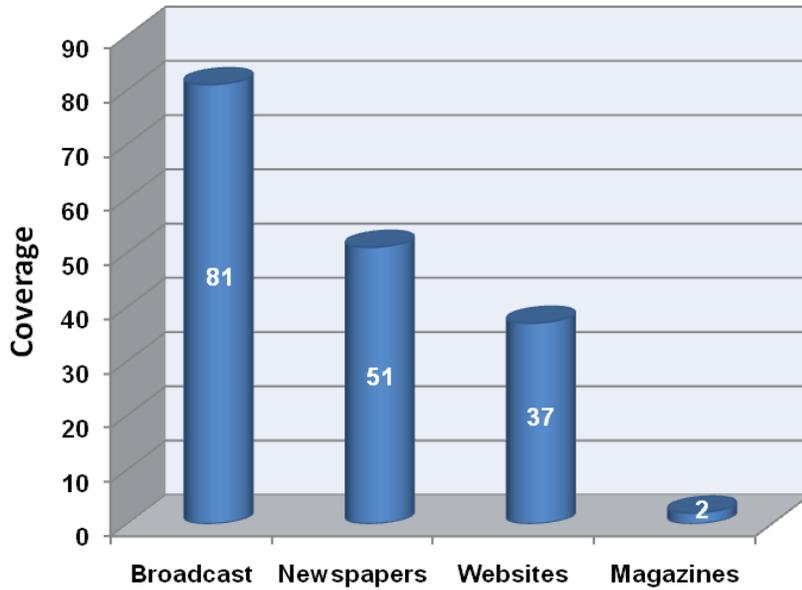
#### Pageviews and Unique Pageviews by Page path I...

Page path level 1	Pageviews	Unique Pageviews
/route_and_schedule	38,029	27,301
/	21,071	15,753
/stations/	19,799	14,608
/tickets/	15,079	11,789
/special_offers/	13,082	10,488
/news/	3,880	3,128
/connections/	2,834	2,186
/train_status/	2,228	1,835
/fare_finder/	2,214	1,763
/on_board/	1,633	1,345

## Status Report – CCJPA Marketing: 9/3/2014

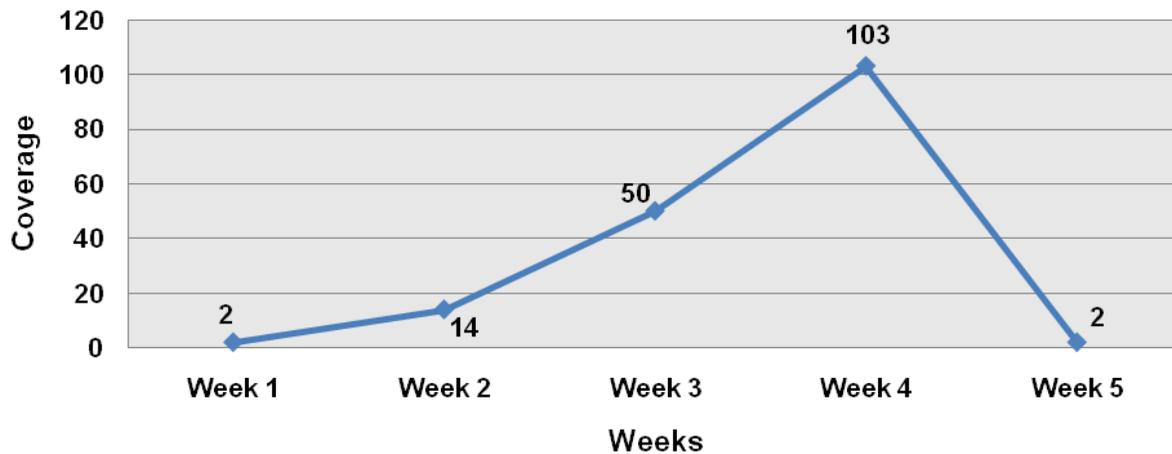
### Media/Press Coverage – July 2014

Total Earned Media Value for July: \$110,292



Capitol Corridor received a total of 171 articles this month. In which, Broadcast received 81 articles, Newspapers published 51 articles and Websites contributed 37 articles. Whereas, Magazines received a negligible coverage of two articles.

## Weekly Coverage



Coverage for Capitol Corridor was high during the fourth week of July with 103 articles followed by third week with 50 articles. Second week received 14 articles, whereas first week and fifth week received two articles each.



**FY 14/15 ENCUMBERED CONTRACTS & PURCHASE ORDERS  
CAPITOL CORRIDOR JOINT POWERS AUTHORITY**

<b>Encumbered Contracts</b>	<b>Jun-14</b>	<b>Prior FY 14 Expenditures</b>	<b>(FY 14) Total</b>	<b>(FY 15) Jul-14</b>	<b>Aug-14</b>	<b>(FY 15) Total</b>
Promotional Partnership Development Climate Corp Fellowship for 2014-15				\$96,000	\$22,000	
Miscellaneous	\$13,079			\$20,500		
<b>Sub-total</b>	<b>\$13,079</b>	<b>\$382,176</b>	<b>\$395,255</b>	<b>\$116,500</b>	<b>\$22,000</b>	<b>\$138,500</b>
<b>Purchase Orders</b>						
General Public Liability Insurance				\$115,354		
Miscellaneous	\$12,166			\$9,550	\$22,128	
<b>Sub-total</b>	<b>\$12,166</b>	<b>\$301,426</b>	<b>\$313,592</b>	<b>\$124,903</b>	<b>\$22,128</b>	<b>\$147,031</b>
<b>TOTAL</b>	<b>\$25,245</b>	<b>\$683,602</b>	<b>\$708,847</b>	<b>\$241,403</b>	<b>\$44,128</b>	<b>\$285,531</b>