



JPB Board of Directors
Meeting of August 3, 2023

Supplemental Reading File

<u>#</u>	<u>Subject</u>
1	Quarterly Update on Caltrain Safety Performance
2	MTC Regional Update
3	Update on Energy Procurement Strategy for Caltrain Electrification
4	Capital Improvement Plan Development Project Update
5	Report on Second Year of Outreach Ambassador Services with External Consultant JBR Partners, Inc. (JBR) of San Francisco
6	Insurance Program Full Proposal
7	Bike Parking Station Cost Proposal - BAFO REVISED
8	COMMERCIAL LEASE FOR BIKE PARKING STATION FACILITIES (22-J-S-087)
9	DRAFT AGREEMENT 22-J-S-087 0713 2023
10	Caltrain Letter to MTC - 7-6-23

**Peninsula Corridor Joint Powers Board
Staff Report**

To: Board of Directors
Through: Michelle Bouchard, Executive Director
From: Mike Meader, Caltrain Safety
Subject: Safety Performance Dashboard

<input type="checkbox"/> Staff Coordinating Council Reviewed	<input type="checkbox"/> Finance Committee Recommendation	<input type="checkbox"/> Technology, Operations, Planning, and Safety Committee Recommendation	<input type="checkbox"/> Advocacy and Major Projects Committee Recommendation
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Action

This item is for information only.

Significance

This report and accompanying presentation are submitted to keep the Board advised as to the Safety Performance of Caltrain based upon measurement of Key Performance Indicators (KPIs or metrics). Caltrain is committed to providing a safe work environment for our employees and contractors, and safe and efficient train service for our customers. Caltrain is also committed to continuous improvement through the capture and analysis of KPIs. Regularly reviewing these metrics will enable staff to identify areas needing improvement and focus our activities to achieve improved safety performance.

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

Budget Impact

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

Background

Caltrain had provided some safety and security performance reports prior to the pandemic. The launch of a Safety Performance Dashboard will mark a renewed commitment of reporting on these organizational focus areas. Caltrain will use improved data capture and analysis to identify safety gaps and be more proactive in closing those gaps prior to an incident occurring.

Prepared By: Mike Meader

Caltrain Safety Chief

650.632.6821

**Peninsula Corridor Joint Powers Board
Staff Report**

To: Board of Directors

Through: Michelle Bouchard, Executive Director

From: Sam Sargent, Director, Strategy and Policy

Subject: **Metropolitan Transportation Commission (MTC) / Regional Update**

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

The Metropolitan Transportation Commission (MTC) provides planning, funding, coordination, and technical assistance to cities, counties, transit agencies, and other partners to bring the region together. The California Legislature created MTC in 1970 to plan and provide a cohesive vision for the Bay Area’s transportation system. This item is informational only.

Discussion

MTC is actively considering several key policy and funding decisions that affect Caltrain, and staff wants to ensure the Joint Powers Board (JPB) is apprised of these discussions and other items with regional impact.

Budget Impact

No budget impact.

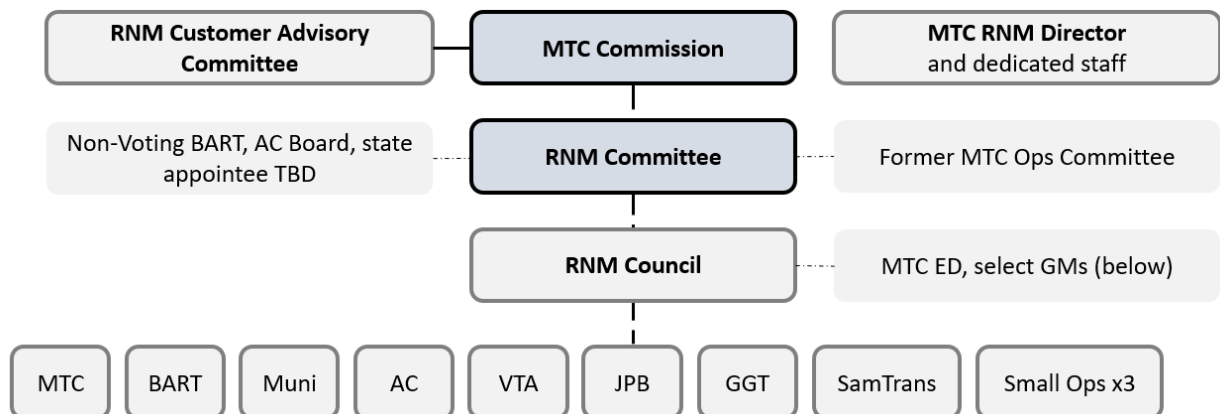
1. Regional Network Management Update

Since last summer, Caltrain staff have provided updates on the development of MTC's Regional Network Management (RNM) business case and subsequent startup process.

The purpose of RNM, according to MTC, is to advance regional transit improvement projects more efficiently and effectively. To that end, RNM has focused on six functional areas to determine the proper role of regional entities and transit operators in each:

- Accessibility
- Bus Transit Priority
- Connected Network Planning
- Fare Integration Policy
- Rail Network Management
- Wayfinding and Mapping

MTC adopted the following decision-making structure for RNM in February 2023. Updates have been made by Caltrain staff to reflect the naming of transit operators involved with the RNM Council and non-voting representatives to the new MTC RNM Committee:



As a reminder, the existing MTC Operations Committee will transition to the RNM Committee between June and July. Commissioners David Canepa from San Mateo County and Matt Mahan from Santa Clara County represent the Caltrain service area on that committee. The first meeting of the new RNM Committee is scheduled for Friday, July 14 and will be held on the second Friday of the month going forward.

After the RNM Committee is the RNM Council, consisting of the MTC Executive Director and 11 transit operator general managers: Caltrain, BART, SFMTA, AC Transit, VTA, Golden Gate Transit, SamTrans, and three small operators to be chosen by the small operators in the coming weeks. The first meeting of the RNM Council is scheduled for Monday, July 24 and will be held on the fourth Monday of the month going forward.

Finally, the current MTC Policy Advisory Council's Transit Transformation Action Plan Subcommittee will be transformed into a new RNM Customer Advisory Committee starting in September. The charters for the RNM Committee, RNM Council, and RNM Customer Advisory Committee are being completed this summer, as part of a joint effort between Bay Area transit operators and MTC.

Over the next three months, a new Director of RNM, reporting to the MTC Deputy Executive Director will be hired to oversee dedicated staff for this work. The funding plan for RNM, including staffing, is still in process. Caltrain will be actively participating in the RNM funding discussions, as the railroad must ensure that the overhead costs of this effort are not borne by regional transit operators.

- **Recommended JPB Action:** no action at this time, informational only.

2. **BayPass Pilot Development**

In 2022, MTC began Phase 1 of the BayPass pilot program, to test proof of concept for a regional institutional transit pass program, similar to Caltrain's Go Pass program. In Phase 1, five participating institutions distributed 50,000 Bay Passes to students, staff, and residents: MidPen Housing, San Francisco State University, San Jose State University, Santa Rosa Junior College, and UC Berkeley.

BayPass allows for unlimited trips on the 24 Clipper participating transit systems, including Caltrain. MTC has allocated approximately \$6 million to the pilot program to cover initial administrative costs and offset revenue impact. In Phase 1, only one percent of trips have been taken on Caltrain, limiting the financial impact of the pilot so far.

Phase 2 of the BayPass pilot program proposes an expansion of the unlimited regional transit pass to 10+ employers. Since early 2023, Caltrain and the joint MTC-BART BayPass project management team have been working through the details of an expanded pilot, specifically any near-term and long-term revenue impacts for the railroad.

Caltrain's Go Pass program has been the largest and most successful institutional pass program in the Bay Area for almost 20 years. Pre-pandemic, Go Pass was a \$30 million per year program, accounting for 1/3 of Caltrain's total fare revenue. During the pandemic, that proportion went as high as 1/2 of fare revenue before settling back to 1/3, or \$17 million per year. Go Pass is an integral part of Caltrain's business model. If the BayPass pilot or any similar long-term program isn't structured correctly, it could have a significant impact on Caltrain's financial picture.

To move forward with Phase 2, all 24 Clipper participating transit operators must agree to the terms of the expanded BayPass pilot program. Because of the importance of Go Pass revenue to Caltrain, participating in Phase 2 or any similar, longer-term program must be revenue neutral to the railroad. The railroad cannot participate in a program that could undercut the Go Pass program in the three-county service area and threaten approximately \$22 million per year over 10 years (\$220 million) in Caltrain fare revenue.

Caltrain is not alone in its concerns about the current structure of Phase 2 of the BayPass pilot. Other transit operators have institutional pass programs that could be negatively impacted. Caltrain staff are collaborating with other operators and the joint MTC-BART project management team to ensure revenue neutrality, sufficient detail on BayPass governance and decision-making processes, and a reasonable timeline for implementation.

Phase 2 of the BayPass pilot program is scheduled for full launch in Fall 2023. Caltrain staff will work to ensure that the railroad is made whole, and its existing programs protected. Regular updates will be provided to the JPB until these critical issues are resolved.

- **Recommended JPB Action:** no action at this time, informational only.

**Peninsula Corridor Joint Powers Board
Staff Report**

To: Board of Directors
Through: Michelle Bouchard, Executive Director
From: Alex Burnett, Bell Burnett & Associates
Subject: **Update on Caltrain Energy Procurement Strategy and Action Plan**

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

This report provides an informational update on the ongoing work streams, next steps, and timing to advance Caltrain’s Energy Procurement Strategy (EPS).

Discussion

The Strategic Financial Plan presentation at the April 2023 special workshop included discussion of incremental operating costs and risks associated with Caltrain Electrification, particularly the higher costs of purchasing future electricity needs moving forward. From March 1, 2017, to March 1, 2023, PG&E rates for Caltrain’s expected rate class have increased approx. 67%. Caltrain will have significant exposure to the power market after shifting to electrified operations, and past volatility in electric rates creates substantial financial risk for the agency. However, there are also opportunities for cost and energy savings to partially offset higher expenses, including capturing the benefit of regenerative braking and the Low Carbon Fuel Standards program.

Caltrain’s approach to energy procurement is a critical component in the successful transition from construction to electrified revenue service. The accompanying presentation details progress made over the past few months and recommended next steps to continue advancing the agency’s EPS over the next year.

Budget Impact

Projected operating and maintenance costs for electrified service are included in the approved budget for Fiscal Years 2024 and 2025. However, it is likely that Caltrain will not know the full extent of projected electric costs until the trains are running. Advancement of the EPS action plan will help to evaluate potential power supply options, to provide more certainty around anticipated expenses and to generate incremental LCFS revenue to help offset operating costs moving forward.

Prepared By: Graham Rogers Business Operations 650-551-6169
Project Manager

**Peninsula Corridor Joint Powers Board
Staff Report**

To: Technology, Operations, Planning and Safety Committee
Through: Michelle Bouchard, Executive Director
From: Dahlia Chazan, Deputy Chief, Caltrain Planning
Subject: **Capital Improvement Plan (CIP) Project Update**



Staff Coordinating
Council Reviewed



Finance
Committee
Recommendation



Technology,
Operations, Planning,
and Safety Committee
Recommendation



Advocacy and
Major Projects
Committee
Recommendation

Purpose and Recommended Action

This item is for informational purposes only and does not require actions by the Board of Directors (Board) meeting of the Peninsula Corridor Joint Power Board (JPB or Caltrain).

Staff will provide an update on Caltrain’s first long-term Capital Improvement Plan (CIP) Development Project. The presentation will introduce the first deliverable of the CIP Development Project.

Discussion

The **CIP Baseline Report** is the first deliverable of the CIP Development process and highlights the guiding principles of Caltrain’s CIP along with the values and goals for Caltrain’s capital investments. It is based on a thorough evaluation of Caltrain’s Long-Range Service Vision, the Framework for Equity, Connectivity, Recovery, and Growth (and other commitments to customers and local communities), and the System Safety Program Plan (SSPP). It also reflects stakeholder interviews. The document consists of two parts:

1. **The Technical Memorandum** examines Caltrain’s current capital investment practices. It identifies opportunities for improvement and explores how the CIP Development Project will dovetail with existing practices.
2. **The Narrative** expands the key findings of the Technical Memorandum into a comprehensive story that will help form the foundation of the CIP. It is developed to be a standalone document.

The CIP Guiding Principles – The guiding principles identified for the CIP Development are one of the major takeaways from the CIP Narrative. Set to be advanced by all the products delivered through the CIP Development Project, the guiding principles highlight the added value to Caltrain as the CIP is implemented. The following guiding principles are based on the review of industry best practices and input from stakeholders:

- **Stability** for Caltrain’s financial future during a period of scarce resources.
- **Ownership** through a **shared vision** amongst stakeholders on Caltrain’s priorities for capital investments.
- **Efficiency** through **streamlined processes** for the lifecycle of capital projects.
- **Transparency** through a **centralized actionable strategy** that allows for a robust evaluation of tradeoffs by Caltrain leadership.
- **Accountability** for the management of funds in alignment with Caltrain’s values and goals.
- **Capacity** building through a clear understanding of Caltrain's capital investments needed to serve the region.

Caltrain’s Values and Goals – The other major takeaway from the CIP Narrative is the list of 11 values for Caltrain’s capital investments to support: safety, equity, accessibility, growth, customer experience, resilience, reliability, sustainability, livability, economic vitality, and connectivity. These 11 values then translate into direct goals for capital investments to meet. The values and goals are rooted in Caltrain’s guiding plans adopted by the organization, the agency’s mission statement, themes heard when engaging stakeholders and regional planning documents. They will serve as the initial step in developing the prioritization framework for capital investments during the next phase of the Project.

Next Steps

The Draft CIP Baseline Report is currently going through a robust review with key partner stakeholders. Comments received to-date and ongoing stakeholder engagement will inform the development of the Draft Prioritization Framework and Draft Unconstrained List of Projects to be completed by Winter 2023/2024. The Draft 10-Year CIP and 4-Year Rolling Program will be brought to the Board in late Fall 2024 so that it may be ready for publication in early 2025.

**Peninsula Corridor Joint Powers Board
Staff Report**

To: Board of Directors
Through: Michelle Bouchard, Executive Director
From: Simon Oh, Customer Experience
Coordinator
Subject: **Accept Report on Second Year of Outreach Ambassador Services with External Consultant JBR Partners, Inc. (JBR) of San Francisco**

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

Accept report for FY2022-23 of external outreach consultant JBR Partners, Inc. (JBR) in their efforts to serve as an extension of Caltrain’s overall outreach initiatives. This report is for informational purposes only.

Discussion

At the request of a Caltrain Board member, this report is a summary of JBR’s work supporting Caltrain outreach for the Fiscal Year 2022-2023. Much like the previous year, JBR staff have supplemented Caltrain outreach efforts on a number of projects. Their support has helped ensure Caltrain riders have the information needed during special events, schedule changes and construction-related impacts. JBR’s work also ensures Caltrain staff have the bandwidth to focus on their primary responsibilities otherwise impacted by having to meet increasing outreaching needs for the agency.

List of Caltrain projects JBR supported this fiscal year, with rider engagement counts based on combined engagements among Caltrain and JBR staff:

- Caltrain weekend bus bridge, Phases I through V from February to June 2023
 - Riders engaged – 11,263 from all five phases combined (P1 – 3,839; P2 – 2,229; P3 – 1,179; P4 – 3,038; P5 – 978)
- Caltrain December 2022 temporary weekday service impact
 - Riders engaged - ~2,500
- Caltrain Oct. 18 temporary service impact at Santa Clara station
 - Riders engaged – no data available, likely did not exceed 100
- Caltrain September 2022 temporary weekday service impact
 - Riders engaged - ~500

Budget Impact

For the second year of the current contract with JBR, Caltrain has spent \$330,203.95 across four projects entailing outreach services with the firm between July 2022 and June 2023.

\$314,882.91 came from the Peninsula Corridor Electrification Project (PCEP) funds instead of budgeted contract funds for all phases of the weekend bus bridge and the Oct. 18, 2022 outreach projects due to the large labor needs exceeding available contract amount. The other two projects utilized budgeted contract funds, totaling \$15,321.04.

Prepared By: Simon Oh

Customer Experience Coordinator 650-508-7711

Property & Casualty Insurance Proposal
July 1, 2023 to July 1, 2024 Insurance Renewal

Peninsula Corridor Joint Powers Board



Barbara Goodwin, Team Leader
Sherry Hurte, Account Executive

Date Prepared: June 27, 2023



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About USI Insurance Services

USI is one of the largest brokerage and consulting firms in the world, delivering property and casualty, employee benefits, personal risk, program and retirement solutions to large risk management clients, middle market companies, smaller firms and individuals. Headquartered in Valhalla, New York, USI connects together over 6,000 industry leading professionals across more than 150 offices to serve clients' local, national and international needs. USI has become a premier insurance brokerage and consulting firm by leveraging the USI ONE Advantage[®], an interactive platform that integrates proprietary and innovative client solutions, networked local resources and expertise, and enterprise-wide collaboration to deliver customized results with positive, bottom line impact. USI attracts [best-in-class industry talent](#) with a long history of deep and continuing investment in our [local communities](#). For more information, visit [usi.com](#).

The USI ONE Advantage

What truly distinguishes USI as a leading middle market insurance brokerage and consulting firm is the USI One Advantage, a game-changing value proposition that delivers clients a robust set of risk management and benefit solutions and exclusive resources with financial impact. USI ONE[™] represents **Omni, Network, Enterprise**—the three key elements that create the USI ONE Advantage and set us apart from the competition.

Omni – USI's Proprietary Analytics

Omni, which means “all,” is USI's one-of-a-kind solutions platform—real time, interactive, dynamic and evolving, and customized for each client. Built in-house by USI subject matter experts, Omni captures the experience of more than 100,000 clients, thousands of professionals and over 100 years of business activity through our acquired agencies into targeted, actionable solutions.

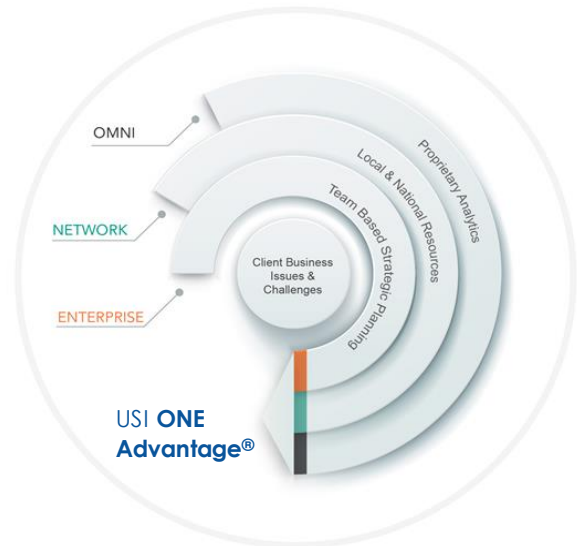
Network – USI's Local and National Resources

USI has made a very large investment in local resources and technical expertise, with more than 6,000 professionals networked nationally to build strong vertical capabilities and integrated account teams. Our local and regional experts ensure account team availability, hands-on service, and ongoing diligent follow-through so we can deliver on the solutions we customize for our clients.

Enterprise – USI's Team Based Strategic Planning

USI's enterprise planning is a disciplined, focused, analysis centered on our client's issues and challenges. Highly consultative meetings integrate USI's Omni analytics with our broad resource network to build a risk management strategy aligned with client business needs. Our enterprise process is a proven method for identifying, quantifying and minimizing client risk exposures.

The USI ONE Advantage—our **Omni** knowledge engine, with our **Network** of local and national resources, delivered to our clients through our **Enterprise** planning process gives USI fundamentally different solutions, the resources to deliver, and a process to bring superior results to our clients.



Service Team

USI Insurance Services, LLC

575 Market Street, Ste 3750 , San Francisco, CA 94105

(628) 201-9001 www.usi.com

Sales Executive

Manages your overall account and brings all of USI's resources together for your benefit.

Barbara Goodwin, MBA, CPCU, ARM-E

Direct line: 628-201-9053

Email address: barbara.goodwin@usi.com

Sr. Account Executive

Responsible for completing all technical transactions regarding the delivery and maintenance of insurance and underwriting services.

Sherry Hurte, CLCS

Direct line: 628-201-9049

Email address: sherry.hurte@usi.com

Internal Account Manager

Primary contact for day-to-day service. Handles questions you may have, monitors your account, processes endorsement requests and invoices.

Michael Mayfield

Direct line: 925-214-0129

Email address: michael.mayfield@usi.com

Claims

Advocates on claims to troubleshoot servicing issues, answer questions about the claims process and assist with optimizing claims outcomes.

Steven Lee

Claims Advocate

Direct line: 925-214-0131

Email address: steven.lee@usi.com

Risk Control

Conducts site inspections, provides loss control insights, and acts as your advocate in relation to carrier loss control representatives.

John Canepa, Jr.

Regional Risk Control

Direct line: 562-221-1408

Email address: john.canepair@usi.com

Certificates of insurance

Please notify a member of your Service Team

Other telephone numbers

Main office: 628-201-9001

Office hours

8 a.m. – 5 p.m. Pacific Time M - F



InsurLink Client Portal

InsurLink, USI’s secure, interactive portal for client collaboration and self- service resources, helps streamline the administration of your insurance program with efficient, environmentally friendly, paperless transactions.

InsurLink enables you to manage your program online in seamless collaboration with your USI service team 24 hours a day, 7 days a week.

With our user-friendly, intuitive software you can:



View and reprint Certificates of Insurance.



View policies, endorsements and other key documents.



Generate and issue Certificates of Insurance quickly and accurately.

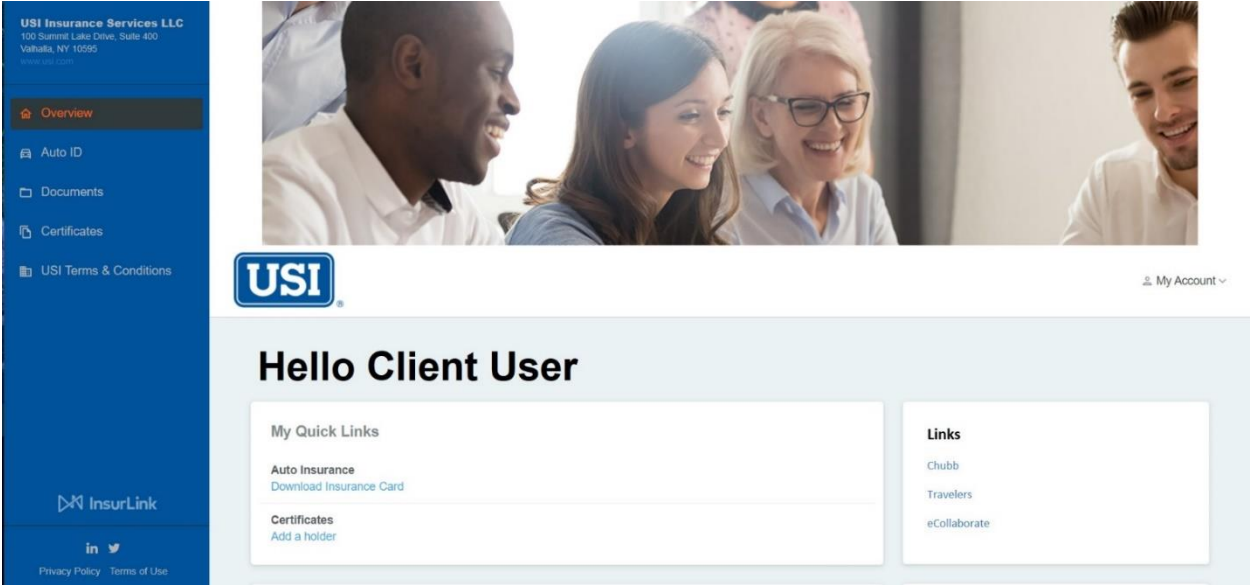


Share documents with your USI service team



Reprint and replace Auto ID cards.*

For more information about InsurLink, contact your USI service representative.



Get our mobile app for Android or Apple and access your InsurLink client portal on the go!

*Limitations in NY and NJ

Schedule of Named Insureds

Named Insureds
<p>Railroad Liability</p> <p>Peninsula Corridor Joint Powers Board (JPB) and its member agencies San Mateo County Transit District (Samtrans) The City and County of San Francisco Santa Clara Valley Transportation Authority Transit America Services Inc.</p>
<p>Liability Additional Insureds</p> <p>Sperry Rail Services, but only as respects operations of JPB Board. Herzog Transit services, Inc. but Only as respects the agreement between JPB and TASI.</p>
<p>Railroad Protective Liability</p> <p>Peninsula Corridor Joint Powers Board; its member agencies and its operator; aka Caltrain and Peninsula Commute Train The City and County of San Francisco, San Mateo County Transit District aka Samtrans San Mateo County Transportation Authority Santa Clara Valley Transportation Authority; Transit America Services, Inc. (TASI) Herzog Transit Services, Inc. (HTSI) for operations of trains only.</p>
<p>Property & Public Officials</p> <p>Peninsula Corridor Joint Powers Board</p>
<p>Special Events</p> <p>Peninsula Corridor Joint Powers Board San Mateo County Transit District The City and County of San Francisco Santa Clara Valley Transportation Authority Transit America Services Inc. (TASI)</p>

Only the Named Insureds shown above are included in this proposal. If any Named Insureds are not shown above and should be included for coverage, please notify us immediately.

Premium Comparison



Peninsula Corridor Joint Powers Board
7/1/23-7/1/24 Insurance Renewal (as of 6/27/23)

						Bound Option	
Total Program Premiums	Expiring 7/1/22-23	Option 1 Renewal 7/1/23-24	% Change	Option 2 Renewal 7/1/23-24	% Change	Option 3 Renewal 7/1/23-24	% Change
Rail Liability (\$198M xs. \$2M)	\$2M SIR	\$2M SIR		\$2M SIR		\$2M SIR	
Premium	\$3,473,865.00	\$3,995,250.00		\$3,995,250.00		\$3,995,250.00	
TRIA	<u>\$347,385.00</u>	Included		Included		Included	
Total Premium	3,821,250	3,995,250	4.55%	3,995,250	4.55%	3,995,250	4.55%
Rail Liability (\$23M xs. \$300M)	\$2M SIR	\$2M SIR		\$2M SIR		\$2M SIR	
Premium	\$109,250.00	\$124,080.00		\$124,080.00		\$124,080.00	
TRIA	<u>\$10,925.00</u>	Included		Included		Included	
Total Premium	120,175	124,080	3.25%	124,080	3.25%	124,080	3.25%
FELA	\$50M xs. \$500K SIR	\$100M xs. \$500K SIR		\$100M xs. \$1M SIR		\$100M xs. \$1M SIR	
Limit	\$50,000,000	\$100,000,000		\$100,000,000		\$100,000,000	
Retention	\$500,000	\$500,000		\$1,000,000		\$1,000,000	
Total Premium	2,475,000	2,903,875	17.33%	2,493,875	0.76%	2,493,875	0.76%
Property and Boiler & Machinery	Great American (\$500K Ded)	Great American (\$500K Ded)		Great American (\$750K Ded)		Great American (\$500K Ded)	
Property Insurance Premium	\$1,998,221.00	\$2,858,602.00		\$2,678,717.00		\$2,858,602.00	
TRIA	Included	Included		Included		Included	
Total Premium	\$1,998,221.00	\$2,858,602.00	43.06%	\$2,678,717.00	34.06%	\$2,858,602.00	43.06%
Pollution Liability	Chubb 1st Year of Term	Chubb 2nd Year of Term		Chubb 2nd Year of Term		Chubb 2nd Year of Term	
Limit	\$10,000,000	\$10,000,000		\$10,000,000		\$10,000,000	
Retention	\$50,000	\$50,000		\$50,000		\$50,000	
Premium	\$76,735.00	\$0.00		\$0.00		\$0.00	
TRIA	Included	Included		Included		Included	
Total Premium	\$76,735.00	\$0.00	N/A	\$0.00	N/A	\$0.00	N/A
Public Officials Liability	RSUI/Ironshore/ACE	RSUI/Ironshore/ACE		RSUI/Ironshore/ACE		RSUI/Ironshore/ACE	
Limit	\$15,000,000	\$15,000,000		\$15,000,000		\$15,000,000	
Retention	\$75,000	\$75,000		\$75,000		\$75,000	
Total Premium	\$154,607.20	\$154,607.20	0.00%	\$154,607.20	0.00%	\$154,607.20	0.00%
Special Event Liability	Indian Harbor	Indian Harbor		Indian Harbor		Indian Harbor	
Limit	\$2,000,000	\$2,000,000		\$2,000,000		\$2,000,000	
Deductible	\$25,000	\$25,000		\$25,000		\$25,000	
Total Premium	\$27,967.00	\$36,690.00	31.19%	\$36,690.00	31.19%	\$36,690.00	31.19%
Railroad Protective	Liberty	Liberty		Liberty		Liberty	
Limit	Various	Various		Various		Various	
Total Premium	\$44,941.20	\$44,941.00	0.00%	\$44,941.00	0.00%	\$44,941.00	0.00%
Volunteers AD&D	Chubb	Chubb		Chubb		Chubb	
Limit	\$100,000	\$100,000		\$100,000		\$100,000	
Total Premium	\$1,499.40	\$1,499.40	0.00%	\$1,499.40	0.00%	\$1,499.40	0.00%
Total All Coverages with TRIA	\$8,720,396	\$10,119,545	16.04%	\$9,529,660	9.28%	\$9,709,545	11.34%
USI Insurance Services CA DOI #0G11911		FELA \$500K SIR and Property \$500K Ded		FELA \$1M SIR and Property \$750K Ded		FELA \$1M SIR and Property \$500K Ded	



Subjectivities:

USI:

Signed TRIA and Bind Request

Rail Liability:

Signed Applications

Property:

Signed TRIA

RRPL:

Signed TRIA and Applications

Public Officials:

Signed Application

AD&D:

Signed Application

Special Event:

Signed Application and TRIA form

Rail Liability Marketing and Quotations Marketing

Insurers	A.M. Best's Rating	Response
Rail Liability		
ACE/Chubb (Bermuda)	A++ XV	Cannot compete on the pricing and prefers higher excess layers.
Aegis	A XV	Renewing 33.33% \$1M/\$2M xs. \$2M layer. Renewing 10.2386% of \$22M xs. \$3M layer. Renewing 20.4772% p.o. 11M xs \$3M FELA layer. Renewing 40% \$2M/\$4M xs. \$1M FELA layer. Added 4.4% on \$100M xs. \$100M layer.
AIG (Lexington)	A XV	Renewing 22.7272% of \$22M xs. \$3M layer. Renewing 10% of \$50M xs. \$50M layer.
Canopus	A XV	Renewing 12% of \$25M xs. \$25M layer. Renewing 7.5% of \$100M xs. \$100M layer.
Apollo	A XV	Renewing 66.67% of \$1M/\$2M xs. \$2M SIR. Renewing 4.75% of \$22M xs. \$3M layer. Renewing 26.4% of \$50M xs. \$50M layer.
Arch	A+ XV	Arch (USA) withdrew from program in FY2010. Will consider high excess, but not competitive.
Argenta	A XV	Renewing 4.5455% of \$22M xs \$3M layer.
Argo Re	A XII	Renewing 20% of \$50M xs. \$50M layer. Renewing 15% of \$100M xs. \$100M layer.
Ark (Bermuda)	A XV	Renewing 32.6087% of \$23M xs \$300M layer.
Ascot	A XIV	Renewing 2.5% of the \$100M xs. \$100M layer. Renewing 8.25% of the \$100M xs. \$200M layer. Renewing 19.5652% of \$23M xs. \$300M layer.
Aspen (Lloyd's)	A XV	Renewing 14% of \$25M xs. \$25M layer. Renewing 11.5% of \$100M xs. \$100M layer.
AWAC	A XV	Renewing 5% of \$100M xs. \$100M layer.

Insurers	A.M. Best's Rating	Response
Rail Liability		
		Renewing 15% of \$100m xs. \$200M layer.
AXA XL (Lloyd's London)	A XV	Renewing 22.5% of \$22M xs. \$3M layer. Renewing 40% \$2.5m xs \$1M FELA Layer. Renewing 15% of \$100M xs. \$200M
AXA XL (Bermuda)	A XV	Renewing 28.2% of \$100M xs. \$100M layer.
Axis (U.S.)	A XV	We hoped to attract this U.S. market on \$100M xs. \$200M layer but declined since JPB shares track with freight railroad.
Convex	A XV	Not competitive.
CV Starr (Starr Underwriters London)	A XV	Renewing 10% of the \$100M xs. \$200M.
Endurance (Sompo)	A XV	Renewing 30% of the \$50M xs. \$50M layer.
Gemini (Boston)	A+ XV	Renewing 10.2386% of \$22M xs. \$3M layer. Renewing 20.4772% p.o. \$11M xs. \$14M FELA layer. Renewing 30% of \$25M xs. \$25M layer.
Gen Re (London)	A++ XV	Providing reinsurance capacity to Argo Re Bermuda.
Great American Custom (U.S)	A XV	We hoped to attract this U.S. market but not interested since JPB shares track with freight railroad.
Hallmark (U.S.)	Downgraded	Downgraded by Best's. Now writing under Starstone. Not interested.
Hamilton Re (Bermuda)	A- XV	Renewing 13.25% of \$100M xs. \$200M layer.
Hannover Re	A+ XV	Renewing 10% of \$25M xs. \$25M layer.
Helix (Bermuda)	A- XV	Renewing 5.8% of \$100M xs. \$100M layer. Renewing 47.8261% of \$23M xs. \$300M layer.
Hiscox (Lloyd's)	A XV	Renewing 5% of \$100M xs. \$100M layer. Renewing 10% on the \$100M xs. \$200M layer.
Inigo (Lloyd's)	A XV	Renewing 6.8182% of the \$22M xs \$3M layer. Now providing 14% of the \$25M xs \$25M layer. Renewing 7.6% of \$100M xs \$100M layer.
Liberty (London)	A XV	Renewing 7.5% of \$100M xs. \$100M layer.

Insurers	A.M. Best's Rating	Response
Rail Liability		
		Renewing 7.5% on the \$100Mxs. \$200M layer.
MAP (Lloyd's)	A XV	Renewing 6.8182% of \$22Mxs\$3M layer. Renewing 7% of \$50M xs\$50M layer.
Markel	A XV	Renewing 10% on the \$100M xs\$200M layer.
Munich Re	A+ XV	Renewing 11% of \$100M xs. \$200M layer.
QBE		Renewing 11.3636% of \$22M xs\$3M layer. Renewing 6.6% of \$50Mxs\$50M layer.
Swiss Re (SF)	A+ XV	No longer writing rail or North American casualty business.
Vantage	A XV	New 20% of \$25M xs. \$25M layer.
Zurich (USA)	A+ XV	No longer writing rail liability.

PENINSULA CORRIDOR JOINT POWERS BOARD

Ridership and Revenue History

AS OF MAY 9, 2023

POLICY YEAR	# of Weekday Trains (Source: Caltrain Timetable)	RIDERSHIP (Source: Fare Media Sales Based Ridership) Effective April 2020 – Estimated ridership using Conductor Counts at 14 Stations & Clipper Data for remaining stations	AVG WEEKDAY RIDERSHIP (Source: Annual Count Ridership) Effective April 2020 – Estimated ridership using Conductor Counts at 14 Stations & Clipper Data for remaining stations	FAREBOX REVENUE (Source: Finance)
July 1, 1996-97		8,021,784	24,597	\$15,987,172
July 1, 1997-98		8,634,762	26,794	\$18,133,689
July 1, 1998-99		8,652,032	26,028	\$18,621,543
July 1, 1999-2000		8,784,087	29,728	\$20,066,297
July 1, 2000-2001		8,623,000	33,691	\$23,916,035
July 1, 2001-2002		9,942,082	29,178	\$22,678,000
July 1, 2002-2003 (CTX – Weekend Shutdown)		8,283,062	25,577	\$20,792,651
July 1, 2003-2004 (CTX – Weekend Shutdown)	76	8,094,593	23,947	\$19,257,579
July 1, 2004-2005 (Baby Bullet Initiated)	86	9,454,467	26,553	\$22,974,908
July 1, 2005-2006	96	10,148,616	29,760	\$30,370,616
July 1, 2006-2007	96	10,980,802	31,507	\$34,373,624
July 1, 2007-2008	96/98	11,961,717	34,611	\$40,113,052
July 1, 2008-2009	98	12,691,612	36,232	\$43,352,562
July 1, 2009-2010	90/98	11,967,716	34,120	\$42,834,970
July 1, 2010-2011	90/96	12,673,420	37,779	\$49,025,747
July 1, 2011-2012	86	14,134,118	42,354	\$59,884,490
July 1, 2012-2013	86/92	15,595,559	47,060	\$68,767,706

July 1, 2013-2014	92	17,029,447	52,611	\$74,846,066
July 1, 2014-2015	92	18,544,667	58,425	\$83,351,480
July 1, 2015-2016	92	19,002,969	62,416	\$86,959,370
July 1, 2016-2017	92	18,743,189	62,190/ 64,114*	\$91,679,812
July 1, 2017-2018	92	18,943,824***	60,989*	\$97,050,195
July 1, 2018-2019 (PCEP: Tunnel Work SF Weekend Closure – Weekend Bus Bridge)	92	18,486,474***	63,045*	\$102,668,114
July 1, 2019-2020 (COVID-19 pandemic impacts as of mid-March 2020)	92/42/70	13,853,573***/****	50,377**	\$84,057,251-est
July 1, 2020-2021 (COVID-19 pandemic impacts as of mid-March 2020)	70/68	1,296,876****	4,104**	\$32,439,915
July 1, 2021-2022 (COVID-19 pandemic impacts as of mid-March 2020)	70/104	3,3601,690 (est)****	11,341 (est)**	\$32,639,000-est
July 1, 2022-2023 (COVID-19 pandemic impacts as of mid-March 2020)	104	5,925,180 (est)****	18,368 (est)**	\$46,479,000-est
July 1, 2023-2024 (COVID-19 pandemic impacts as of mid-March 2020)	104	5,361,720 (est)****	17,872 (est)**	\$46,700,000-est

* Average Mid-Weekday Ridership due to revised Annual Count Methodology effective in 2018.

**The 2020 & 2021 Annual Count was suspended due to the COVID-19 pandemic. Average Weekday Ridership uses ridership estimates reported using daily conductor counts at 14 key stations and Clipper tag-ons at all stations in June 2020 & 2021. Projected Average Weekday ridership also uses these ridership estimates.

***Revised Ridership Model for estimating Fare Media Sales Based Ridership was implemented in FY2018.

****Revised ridership estimates using daily conductor counts at 14 key stations and Clipper tag-ons at all stations since April 2020 due to the COVID-19 pandemic. Projected ridership also uses these ridership estimates.

Note: Starting in mid-March 2020, the coronavirus (COVID-19) pandemic has had drastic impacts on Caltrain ridership.

Rail Liability Quotations

Excess Liability	Expiring 7-1-22/23 Double Agg 1st layer/ \$2M SIR	Rail Liability Renewal 7-1-23/24 Double Agg 1st layer/ \$2M SIR	Premium Change
00,000 occ/ \$2,000,000 agg Limit xs. SIR Self-Insured Retention (SIR)	Apollo 66.67%, Aegis 33.33%	Apollo 66.67%, Aegis 33.33%	
Premium	\$2,000,000	\$2,000,000	
TRIA	\$272,728	\$272,728	
Total Premium	\$272,728	\$272,728	
			0.0%
\$22,000,000 xs. \$3,000,000 Limit NO DROP DOWN	Lexington (London) 22.7272%, AXA XL (London) 22.5%, Gemini (Boston) 10.2386%, Aegis 10.2386%, Apollo 4.75%, QBE 11.3636%, MAP 6.8182%, Inigo 6.8182%, Argenta 4.5454%	Lexington (London) 22.7272%, AXA XL (London) 22.5%, Gemini (Boston) 10.2386%, Aegis 10.2386%, Apollo 4.75%, QBE 11.3636%, MAP 6.8182%, Inigo 6.8182%, Argenta 4.5454%	
Premium	\$1,522,728		
TRIA	\$152,272		
Total Premium	\$1,675,000	\$1,723,000	2.9%
\$25,000,000 xs \$25,000,000 Limit	Canopus 20%, Gemini (Boston) 56%, Hannover Re 10%, Aspen 14%	Canopus 12%, Gemini (Boston) 30%, Hannover Re 10%, Aspen 14%, Vantage 20%, Inigo 14%	
Premium	\$427,273		
TRIA	\$42,727		
Total Premium	\$470,000	\$505,250	7.5%
\$50,000,000 xs. \$50,000,000 Limit Renewal and \$55,000,000 xs \$50,000,000 Limit Expiring	Lexington (London) 9.0909%, Argo Re (London) 18.1818%, Sompo 24.4008%, Apollo 24%, Aegis 8.0183%, Inigo 5.3999%, QBE 4.5454%, MAP 6.3636%	Lexington (London) 10%, Argo Re (London) 20%, Sompo 30%, Apollo 26.4%, QBE 6.6%, MAP 7%	
Premium	\$559,091		
TRIA	\$55,909		
Total Premium	\$615,000	\$635,000	
\$100,000,000 xs. \$100,000,000 Limit Renewal and \$95,000,000 xs \$105,000,000 Limit Expiring	AXA XL (Bermuda) 29.6737%, Argo (Bermuda) 15.7895%, Aspen 12.1053%, Liberty 7.8947%, Canopus 7.8947%, Hiscox 5.2632%, Ascot 2.6316%, AWAC 5.2632%, Inigo 7.4%, Helix 6.0841%	AXA XL (Bermuda) 28.2%, Argo (Bermuda) 15%, Aspen 11.5%, Liberty 7.5%, Canopus 7.5%, Hiscox 5%, Ascot 2.5%, AWAC 5%, Inigo 7.6%, Helix 5.8%, Aegis 4.4%	
Premium	\$692,045		
TRIA	\$69,205		
Total Premium	\$761,250	\$832,000	
Premiums	\$3,473,865		
TRIA	\$347,385		
Total Premiums including TRIA	\$3,821,250	\$3,995,250	4.6%
	\$3,821,250	\$3,995,250	
JPB Layer \$23,000,000 xs \$300,000,000 Limit	Ascot 19.5652%, Ark 32.6087%, Helix 47.8261%	Ascot 19.5652%, Ark 32.6087%, Helix 47.8261%	
Premium	\$109,250		
TRIA	\$10,925		
Total Premium	\$120,175	\$124,080	3.2%

\$3,941,425

\$4,119,330



FELA Quotations

FELA Expiring 7-1-22/23 \$2.5M/\$5M Limit \$500K SIR	FELA Renewal 7-1-23/234 \$2M/\$4M Limit \$1M SIR	Premium Change
Aegis 40%, AXA XL 40%, MAP 20%	Aegis 40%, AXA XL 40%, MAP 20%	
\$1,200,000	\$850,000	-29.2%
Lexington (London) 22.7272%, AXA XL (London) 22.5%, Gemini (Boston) 10.2386%, Aegis 10.2386%, Apollo 4.75%, QBE 11.3636%, MAP 6.8182%, Inigo 6.8182%, Argenta 4.5454%	Lexington (London) 22.7272%, AXA XL (London) 22.5%, Gemini (Boston) 10.2386%, Aegis 10.2386%, Apollo 4.75%, QBE 11.3636%, MAP 6.8182%, Inigo 6.8182%, Argenta 4.5454%	
\$950,000	\$977,000	2.8%
Canopus 20%, Gemini (Boston) 56%, Hannover Re 10%, Aspen 14%	Canopus 12%, Gemini (Boston) 30%, Hannover Re 10%, Aspen 14%, Vantage 20%, Inigo 14%	
\$325,000	\$349,375	7.5%
Lexington (London) 9.0909%, Argo Re (London) 18.1818%, Sompo 24.4008%, Apollo 24%, Aegis 8.0183%, Inigo 5.3999%, QBE 4.5454%, MAP 6.3636%	Lexington (London) 10%, Argo Re (London) 20%, Sompo 30%, Apollo 26.4%, QBE 6.6%, MAP 7%	
N/A	\$317,500	N/A
Total \$50M	Total \$100M	
\$2,475,000	\$2,493,875	0.8%

Brief Remarks

1. All layers are now quoted.
3. Communicable Disease Exclusion.
4. Policy excludes loss from Cyber-attacks.
5. TRIA included in the above premiums.
6. Defense costs do not exhaust first \$2M of retention, then proportional to damages.
7. No drop-down coverage for \$197M xs. \$3M. Double aggregate on the 1st layer.
8. Covers 104 trains per day plus special trains.
9. AXA XL, Endurance/Sompo and Argo Bermuda are for information only; JPB will work with Price Forbes directly on these placements.
10. Covers up to 50 Shuttle Vans with max of 40 passengers each, excess of \$10M carried by the JPB's contractor.
11. FELA included up to \$100M with \$1MSIR.
12. Public Officials Liability coverage not included (covered under stand-alone policy).
13. Cancellation clause 60 days, except 10 days for non-payment of premium.
14. One 100% reinstatement of limits for completely unrelated accidents, excess of \$3M, 100-125% additional premium.
15. New participants on the program will add a Known Loss Exclusion Effective 7-1-23.

Subjectivities

Signed USI Documents
Signed TRIA forms
Signed Applications

Property Marketing & Quotations

Commercial Property Marketing

Insurers	A.M. Best's Rating	Response
Commercial Property		
ACE/Chubb (Bermuda)	A++ XV	Quoted 75% of \$100M xs. \$150M layer and 100% of \$150M xs. \$250M layer.
AIG (Lexington)	A XV	Declined, not looking to write rolling stock.
Allianz	A+XV	Interested in quota share but cannot compete.
Arch	A+XV	No response to date.
AWAC	AXV	Declined, can't compete.
AXA XL	AXV	Declined cannot provide limits.
Berkley	A XV	Declined, outside appetite.
Berkshire Hathaway	A XV	No expertise with this class, can't compete.
CNA	A XV	No response to date.
Endurance (Sompo)	A XV	May have interest in excess.
Evanston (Markel)	A XV	Declined, not interested in class.
Everest	A XV	Declined, not interested in class.
Fidelus	A XV	Might consider high excess.
Genstar	A++ XV	Declined class.
Great American	A+XIV	Quoted Renewal, \$150M Limit.
Hamilton Re	A- XV	Might consider excess.
Hannover	A+ XV	\$5M capacity but not competitive.
HDI	A XV	Can provide excess but need facultative reinsurance so not competitive.
Hiscox	A XV	Limited capacity and can't compete with pricing.
IFG / Burlington	A XV	Declined, can't cover rolling stock.

Insurers	A.M. Best's Rating	Response
Commercial Property		
Ironshore/Liberty	A XV	Can't compete on pricing.
Mitsui Sumitomo	A+ XV	Can provide excess, quoted 25% capacity in \$100M excess \$150M layer.
Munich Re (US)	A+XV	No longer interested in rail.
Navigators	A XV	No longer interested in rail.
One Beacon (Homeland)	A+ XV	Looking excess of \$150M.
QBE	A XV	Declined class.
RSUI Indemnity Company	A+ XIII	Looking at excess.
Starr Specialty	AXIV	Can't compete on pricing.
Swiss Re/IRI	A+XV	Not aggressively writing class.
Travelers	A++ XV	Write class but can't compete on pricing.
Tokio Marine America	A++ XV	Declined class.
Underwriters at Lloyd's, London - Open Market	A XV	Pricing too thin.
Velociay	A XV	Declined class.
Zurich / Steadfast	A XV	Terrible loss experience in class, so no longer interested.

Bound Option

Property	Expiring 7/1/22-23 \$500K Ded	Renewal 7/1/23-24 \$500K Ded	Renewal 7/1/23-24 \$750K Ded
Property Limits and Sublimits	Great American	Great American	Great American
Real & Personal Property Per Occurrence Limit	\$150,000,000	\$150,000,000	\$150,000,000
Rolling Stock Values	\$846,734,774	\$986,718,786	\$986,718,786
Equipment Breakdown (not including Rolling Stock)	\$100,000,000	\$100,000,000	\$100,000,000
Fiber Optic Infrastructure	\$15,000,000	\$15,000,000	\$15,000,000
Stations, Platforms, Concrete and Paving	\$119,115,316	\$127,149,810	\$127,149,810
Tunnels, Bridges and Miscellaneous Equipment	\$170,315,634	\$255,473,451	\$255,473,451
Signals, interlocking and Standby Power Sources	\$115,305,102	\$120,788,864	\$120,788,864
CEMOF: Real and Personal Property	\$134,463,147	\$146,580,647	\$146,580,647
CEMOF: Trackwork and Signals	\$5,172,280	\$5,219,093	\$5,219,093
CEMOF: EMU Parts and Equipment		\$8,000,000	\$8,000,000
Ticket Vending Machines	\$7,711,653	\$8,097,249	\$8,097,249
Maintenance of Way Equipment	\$9,260,238	\$10,899,375	\$10,899,375
Modular Office Trailers Plus Contents	\$827,591	\$864,470	\$864,470
Miscellaneous Tools - \$5K Per Tool Limit	\$109,273	\$114,736	\$114,736
Deductibles			
Real and Personal Property	\$500,000	\$500,000	\$750,000
Fiber Optics Infrastructure	\$1,000,000	\$1,000,000	\$1,000,000
Deductible - Scheduled Contractors Equipment	\$5,000 > \$100K	\$5,000 > \$100K	\$5,000 > \$100K
Deductible - Scheduled Contractors Equipment	\$2,500 < \$100K	\$2,500 < \$100K	\$2,500 < \$100K
Deductible - TVMs	\$5,000	\$5,000	\$5,000
Property in Transit	\$10,000	\$10,000	\$10,000
Extra Expense	48-Hours	48-Hours	48-Hours
Values			
Values	\$1,434,015,008	\$1,694,906,483	\$1,694,906,483
Values Added Mid-Term (Stadler EMUs)	\$69,910,000		
Percentage Increase in Values	4%	13%	13%
Valuation	Replacement Cost	Replacement Cost	Replacement Cost
Coinsurance Miscellaneous Tools-Equipment	80%	80%	80%
Coinsurance on Rolling Stock and Fiber Optics	90%	90%	90%
Valuation on Contractors Equipment	ACV for > 7 years	ACV for > 7 years	ACV for > 7 years
Total Policy Premium *	\$1,615,821	\$2,362,552	\$2,182,667
TRIA Option	Included	Included	Included
Engineering Fees	None	None	None
Total Policy Premium Including TRIA	\$1,615,821	\$2,362,552	\$2,182,667
Total Policy Rate	0.1127	0.1394	0.1288
Excess Property Option Indications	Expiring \$500K Ded. 7/1/22-23	Renewal Option 1 \$500K Ded. 7/1/23-24	Option 2 \$750K Ded 7/1/23-24
\$100M xs. \$150M - 25% Mitsui/75% Chubb Custom (Bermuda)	\$240,000	\$315,000	\$315,000
Federal Excise Tax (4%)	<u>\$7,200</u>	<u>\$9,450</u>	<u>\$9,450</u>
Total Premium for \$100M xs. \$150M	\$247,200	\$324,450	\$324,450
Total Premium for \$250M Limit	\$1,863,021	\$2,687,002	\$2,507,117
\$150M xs. \$250M - Chubb Custom (Bermuda)	\$130,000	\$165,000	\$165,000
Federal Excise Tax (4%)	<u>\$5,200</u>	<u>\$6,600</u>	<u>\$6,600</u>
Total Premium for \$150M xs. \$250M	\$135,200	\$171,600	\$171,600
Total Premium for \$400M Limit	\$1,998,221	\$2,858,602	\$2,678,717

Remarks:

Chubb Custom Bermuda Direct Procurement:

Chubb and Mitsui have a flood exclusion that seems to extend to all water damage.

Chubb Excludes Terrorism and coverage for Track and Roadbed.

Other terms and conditions apply to both quotes.

*Expiring premium does not include additional premiums for mid-term additions.

Note that assessed taxes and fees may differ than what is shown in the chart.



Public Officials Marketing & Quotations

Public Officials Liability	Renewal 7-1-22/23	Renewal 7-1-23/24
	RSUI	RSUI
Limit	\$5,000,000	\$5,000,000
Retention	\$75,000	\$75,000
Total Premium	\$74,140.00	\$74,140.00
	Ironshore	Ironshore
Excess Limit	\$5M x \$5M	\$5M x \$5M
Total Premium	\$50,415.20	\$50,415.20
	ACE	ACE
Excess Limit	\$5M x \$10M	\$5M x \$10M
Total Premium	\$30,052.00	\$30,052.00
Surplus Lines Taxes and Fees	<u>\$1,109.88</u>	<u>\$1,109.88</u>
	\$31,161.88	\$31,161.88
Total Premiums for \$15M POL Limits	\$155,717	\$155,717

1) Hanson Bridgett is approved counsel.

Rates capped at \$250 for Partners; \$220 associate; \$90 paralegal.

Public Officials Renewal Overview

	Expiring: 2022– 2023	BOUND Renewal: 2023- 2024
Limit	Primary: \$5,000,000 with RSUI 1 st Excess: \$5,000,000 with Ironshore 2 nd Excess: \$5,000,000 with Chubb Total Limits: \$15,000,000	Primary: \$5,000,000 with RSUI 1 st Excess: \$5,000,000 with Ironshore 2 nd Excess: \$5,000,000 with Chubb Total Limits: \$15,000,000
Retentions	D&O: \$75,000 Entity: \$75,000	D&O: \$75,000 Entity: \$75,000
Premium	Primary: \$84,250 with RSUI 1 st Excess: \$57,290 with Ironshore 2 nd Excess: \$34,150 plus 3.25%tax with Chubb	Primary: \$84,250 with RSUI 1 st Excess: \$57,290 with Ironshore 2 nd Excess: \$34,150 plus 3.18%tax with Chubb
Total Premium	\$155,717 (includes tax and fees)	\$155,717 (includes tax and fee
Quantitative Changes	N/A	Overall increase in premium of 0%
Qualitative Changes	A cyber exclusion was added last year on the primary layer. All other terms & conditions remain as expiring.	
Subjectivities		Renewal application needs to be signed/dated

	RSUI	Ironshore	Chubb/Ace
Insurance Company	RSUI Indemnity Company	Ironshore Indemnity Company	Westchester Surplus Lines
Admitted in CA	Yes	Yes	No
AM Rating	A+ XIII	A XV	A++ XV
Continuity Dates	\$5M POL – 7/1/09	\$5M xs \$5M POL – 7/1/11	\$10M xs \$5M POL – 7/1/16
Discovery Period Rates	1 year @ 100%	1 year @ 100%	1 year @ 100%
Runoff Period Rates	TBD at time of transaction	TBD at time of transaction	TBD at time of transaction

Public Officials Endorsement

RSUI
RSG 2110030118 Common Policy Terms and Conditions Coverage Section-Non-Profit
RSG 2110090118 Directors and Officers Liability Coverage Section-Non-Profit
RSG 2061170118 Absolute Exclusion-Bodily Injury and Property Damage with Allocation
RSG 2040890118 Amended Definition of Insured Person-Additional Positions
RSG 2030050118 California Changes-Cancellation and Nonrenewal
RSG 2041980118 Cap on Losses From Certified Acts of Terrorism
RSG 2040820118 Choice of Counsel – Hanson Bridgett / \$250 partner / \$220 associate / \$90 paralegal
RSG 2140380118 Coverage Extension-Public Officials
RSG 2041230116 Disclosure Pursuance to Terrorism Risk Insurance Act
RSG 2051250120 Exclusion – Biometric Privacy Claims
RSG 2060630118 Exclusion-Intellectual Property
RSG 2061261120 Exclusion-Network Security and Privacy Information
RSG 2041320118 Predetermined Allocation
RSG 2041130118 Sublimit-Defense of Non-Monetary Damages - \$25K per claim / \$50K aggregate
RSG 2070020118 Three (3) Year Bilateral Extended Reporting Period - 75%; 125%; 150% AP
RSG 2140510118 Vendor Liability Coverage - \$50K

Ironshore 1 st Excess
ADM-OFAC-0419 - Sanction Limitation and Exclusion Clause
IRON.END.ALL.016 (0317) Insurer Street Address Change
TRIA-N004-0420 Disclosure - Terrorism Risk Insurance Act
TRIA-E002-0315 Cap on Losses From Certified Acts of Terrorism
IRON.END.ALL.006 (0317) Notice of Claim (via E-mail)
EDO 003; Edited (0707) Pending and Prior Litigation Endorsement
EXS.END.011 (0911) Non-Follow Form for Sublimit of Liability with Recognition of Reduction Excess Form

Chubb 2nd Excess

ALL-20887 (10/06) - CHUBB Producer Compensation Practices & Policies

ALL-21101 (11/06) - Trade or Economic Sanctions Endorsement

ILP001 01 04 - U.S. Treasury Departments' Office of Foreign Assets Control ("OFAC") Advisory Notice to Policyholders

LD-5S23j (03/14) - Signature Endorsement

PF-22819 (06/12) - Pending or Prior Litigation Exclusion - 7/1/16

PF-28233 (06/12) - Sub-Limits of Liability in Underlying Policies

PF-42379 (08/14) - False Claims Act Exclusion

PF-47458 (02/16) - Unsolicited Dissemination Exclusion

SL-17888 (01/17) - California Surplus Lines Notification

SL-34255 (09/11) - Service of Suit Endorsement

WSG-084 (05/11) - Surplus Lines Broker Notice

Railroad Protective Liability Quotations

Liberty Insurance	Renewal Term	Bound Renewal Term
	7-1-22 to 7-1-23 Liberty	7-1-23 to 7-1-24 Liberty
\$2,000,000 Occurance/\$6,000,000 Aggregate		
Deposit Minimum Premium	\$11,557	\$11,557
TRIA	<u>\$347</u>	<u>\$347</u>
Total Gross Premium	\$11,904	\$11,904
Net Deposit Premium with 15% Commission Rebate	\$10,118	\$10,118
Actual Earned Net Premium to Date	669.8	N/A
Defense Expenses – Limit	\$0	\$0
Gross Rate Per \$100 of Contract Cost	\$0.54	\$0.54
Net Rate Per \$100 of Contract Cost	\$0.46	\$0.46
Minimum Per Project	\$788	\$788
Commission	0%	0%
	7-1-22 to 7-1-23 Liberty	7-1-23 to 7-1-24 Liberty
\$5,000,000 Occurance/\$10,000,000 Aggregate		
Gross Deposit Minimum Premium	\$17,335	\$17,335
TRIA	<u>\$520</u>	<u>\$520</u>
Total Gross Premium	\$17,855	\$17,855
Net Deposit Premium with 15% Commission Rebate	\$15,176.75	\$15,176.75
Actual Earned Net Premium to date	\$21,784.65	N/A
Defense Expenses – Limit	\$0.00	\$0
Gross Rate Per \$100 of Contract Cost	\$0.80	\$0.80
Net Rate Per \$100 of Contract Cost	\$0.68	\$0.68
Minimum Per Project	\$1,182	\$1,182
Commission	0%	0%
	7-1-22 to 7-1-23 Liberty	7-1-23 to 7-1-24 Liberty
\$10,000,000 Occurance/\$10,000,000 Aggregate		
Deposit Minimum Premium	\$22,440	\$22,440
TRIA	<u>\$673</u>	<u>\$673</u>
Total Gross Premium	\$23,113	\$23,113
Net Deposit Premium with 15% Commission Rebate	\$19,646	\$19,646
Actual Earned Net Premium to Date	N/A	N/A
Defense Expenses - Limit	\$0	\$0
Gross Rate Per \$100 of Contract Cost	\$1.04	\$1.04
Net Rate Per \$100 of Contract Cost	\$0.88	\$0.88
Minimum Per Project	\$1,377	\$1,377
Commission	0%	0%
Total RRPL Deposit Premiums	\$44,941	\$44,941
Total RRPL Net Premium	N/A	N/A

Special Events Comparison

		Bound	
Special Event Liability	Renewal July 1, 2022-23	Renewal July 1, 2023-24	Changes for Renewal
	Indian Harbor	Indian Harbor	
Limit	\$2,000,000 Occ	\$2,000,000 Occ	
	\$4,000,000 Agg	\$4,000,000 Agg	
Deductible	\$25,000	\$25,000	
Total Premium	\$27,967.00	\$36,690.00	0.31
Cost per event	\$4,661.17	\$4,586.25	-0.02
Events - Emergency Drills, Holiday Train, MLK Train, Bay To Breakers, Gay Pride Parade, New Years Ev, Giants Fan Fest, EQ Soccer	6 Events	8 Events	0.33
TOTAL ANNUAL PREMIUMS	\$27,967	\$36,690	0.31

1. Increase due to increase of events from 6 to 8 for 2023. Rate decrease with the increase of events.
 2. 2022 Events scheduled are the Emergency Preparedness Drill, Holiday train, MLK Jr. Train, Bay to breakers, Gay Pride, New Years Eve, Giants Fan Fest, EQ Soccer.
- Additional events can be added midterm with prior notification for \$800 Additional premium.

Accident Death and Dismemberment – Volunteers Quotation Comparison

		Bound	
Volunteer AD&D	Renewal July 1, 2022-23	Renewal July 1, 2023-24	
	Federal Ins. Co.	Federal Ins. Co.	
Limit Accidental Death and Dismemberment	\$100,000	\$100,000	
No of Class 1 Volunteers	136	136	
Aggregate	\$1,000,000	\$1,000,000	
Limit Accident Medical Expense	\$100,000	\$100,000	
Deductible	\$25,000	\$25,000	
Total Premium	\$1,499.40	\$1,499.40	
TOTAL ANNUAL PREMIUMS	\$1,499	\$1,499	

1. Flat premium for renewal.



Pollution Liability Premium Comparison – 2 year term 2022-2024

Pollution Liability	New 2 year program Current Term 7-1-22/24
	Chubb
Limit	\$10,000,000
Deductible	\$50,000
Aggregate Deductible	\$150,000
Excess Deductible after Aggregate Deductible	\$25,000
Bioterrorism	\$1,000,000
Annual Premium	\$74,500.00
TRIA	\$2,235.00
Surplus Lines Tax and Fees	\$2,493.89
2-Yr. Premium w/ TRIA	\$79,228.89

Summaries of Insurance

Commercial Property Summary

Named insured: Peninsula Corridor Joint Powers Board

Insurance carrier: Great American of New York — Admitted
A.M. Best rating: A+ XV as of 2022

Policy number: *To Be Determined*

Policy term: July 1, 2023 to July 1, 2024

Annual Premium: *\$ See Quotations*

Policy Type: Property and Inland Marine

Covered Property: Per Schedules Attached:
1. Real and Personal Property - Passenger Terminals and Shelters
2. Inland Marine - Rolling Stock; Railroad Equipment including Signals, Interlocks and Standby Power Sources; Tunnels; Culverts; Bridges; Platforms; and Schedule of Contractors Equipment

Excluded Property: For All Coverages: Railroad Track except CEMOF

Limits: \$150,000,000 Loss Limit per occurrence with respect to:

Property, Personal Property, Electronic Data Processing Equipment, Inland Marine Equipment including Tunnels, Bridges, Signals, Standby Electrical Power Sources and Miscellaneous Construction Equipment, Rolling Stock, Ticket Vending Machines, Contractors Equipment **Limits are subject to various schedules on file for renewal**

Total Insurable Values:

2011/12 Term	\$786,876,107
2012/13 Term	\$822,328,452
2013/14 Term	\$882,423,302
2014/15 Term	\$906,104,359
2015/16 Term	\$994,714,630
2016/17 Term	\$1,132,443,056
2017/18 Term	\$1,160,814,254
2018/19 Term	\$1,223,134,320
2019/20 Term	\$1,266,797,760
2020/21 Term	\$1,328,147,091
2021/22 Term	\$1,375,005,885
2022/23 Term	\$1,434,015,008
2023/24 Term	\$1,694,906,483



\$25,000,000	Extra Expense
Included	Building Ordinance A Undamaged Portion of the Building
\$5,000,000	Building Ordinance B&C Demolition and Undamaged Portion of Building

Deductible:

See Options	Real and Personal Property
\$	Deductible - Rolling Stock
\$	Deductible Special Floater All other items
\$1,000,000	Deductible Fiber Optic Infrastructure
\$5,000	Deductible - TVMs
\$10,000	Property in Transit
24-Hours	Business Income/Extra Expense
48 Hours	Service Interruption and Civil Authority

Valuation: Actual Cash Value, except Replacement Cost RC (RC on items less than 7 years old)

Auditable: No

Covered Causes of Loss: All risk of direct physical loss or damage to covered property including General average and salvage charges. But loss, damage or expense caused by or resulting from a cause of loss that is excluded or limited is not covered.

Coverage Extensions & Sub-Limits:

EQSL Earthquake Sprinkler Leakage	\$ 3,000,000
Sub-limit, Accounts Receivable	\$10,000,000
Sub-limit, Valuable Papers	\$10,000,000
Sub-limit, Fine Arts	\$5,000,000
Newly Constructed/Acquired Property	\$25,000,000
Debris Removal	\$25,000,000
Pollutant Clean-up and Removal	\$250,000
Loss of Utilities/Service Interruption	\$1,000,000
Property in Transit	\$500,000
Property at Unnamed Locations	\$1,000,000
Boiler & Machinery/Equipment Breakdown	\$100,000,000 Sub-limit, <u>no Rolling Stock</u>
TRIA Sublimit	\$100,000,000
Business Income/Extra Expense	No Coverage

Policy Forms:

1. Equipment Breakdown Coverage Form (BM7211) Equipment Breakdown - Schedule of Locations (BM7296) BusinessPRO Forms And Endorsements Schedule (BM8801)
2. Select Business Policy Plus (SB8696)
3. Select Business Policy Schedule of Additional Property Locations (SB8118)
4. Select Business Policy Declarations Page And Location Schedule Abbreviations Key (SB8139) Select Business Policy Forms & Endorsements Extension Schedule (SB8801)
5. Select Business Policy Conditions (SB8601)
6. Select Business Policy Building and Personal Property Coverage Form (SB8602) Select Business Policy Extra Expense Coverage Form (SB8607)
7. California - Ordinance or Law Coverage (CP0446) California Changes - Replacement Cost (CP0449)



8. Select Business Policy - General Endorsement - Select Business Policy General Endorsement Policy Deductibles
9. (SB8802)
10. Cancellation Changes (CP0299)
11. Select Business Policy - Exclusion Of Loss Due To Virus Or Bacteria (SB8172)
12. Select Business Policy Plus (SB8248)
13. Select Business Policy- Marijuana Exclusion (SB8275) Accounts Receivable Coverage Form (CM0066)
14. Business Electronic Systems and Telecommunications Forms (CM7658) Commercial Fine Arts Coverage Form (CM7669)
15. Equipment Breakdown Coverage Part Declarations No. 1 (BM7210) Equipment Breakdown Coverage Form (BM7211)
16. Equipment Breakdown - Schedule of Locations (BM7296) Business PRO Forms And Endorsements Schedule (BM8801) California Changes (BM7266)
17. Contractor's Equipment Declarations Scheduled Form (CM7644) Contractor's Equipment Scheduled Coverage Form (CM7645)
18. Replacement Cost Valuation For Items Seven Years Old or Less Endorsement (CM8139) Miscellaneous Tools and Equipment Blanket Item Endorsement (CM8146)
19. Jobsite Trailers Endorsement (CM8361)
20. Contractors' Equipment/Oil And Gas Equipment Deductible Amount Varies By Limit(s) Of Insurance (CM8512) EARTH MOVEMENT EXCLUSION END'T (CM8168)
21. CONTRACT EQUIP FLOOD/MUDSLIDE EXCL (CM8439)

Property Specifications

Summary of Values	
Valued as of May 24, 2023	
Rolling Stock	\$986,718,786
Owned Stations and Boarding Areas	\$127,149,810
Tunnels, Bridges & Miscellaneous Equipment	\$255,473,451
Signals, Interlocking and Stand-by Power Sources	\$120,788,864
Maintenance of Way Equipment:	
*Other Construction Equipment	\$10,899,375
Modular trailers	\$864,470
Miscellaneous Construction Equipment	\$114,736
CEMOF:	
Real and Personal Property	\$154,580,647
Trackwork and Signals	\$5,219,093
Ticket Vending Machines	\$8,097,249
Extra Expense	<u>\$25,000,000</u>
Total Insured Values	\$1,694,906,483

Concentration of Values - Rolling Stock Updated as of 3/7/23 Added Electric consists

Location	Max. Consists*	Locomotives	Value Loc's.**	Cab Cars	Value Cab cars	Passenger Cars	Value Passenger cars	Maximum Values
CEMOF Stadler Electric	4 (7 car consists)	0	0	8	\$40,360,000	20	\$99,460,000	\$139,820,000
CEMOF	8 (5-car consists)	17	\$111,643,896			62	\$295,690,710	\$407,334,606
Gilroy	3 (5-car consist)	3	\$19,701,864			18	\$85,845,690	\$105,547,554
San Francisco	6 (5-car consist)	9	\$59,015,592			54	\$257,537,070	\$316,552,662
Totals			\$190,361,352				\$639,073,470	\$969,254,822

JPB has 22 total consists. The above information reflects the maximum number of consists at one location at any one time.

The JPB uses 17 consists for daily service, and has 3 consists available as back-up.

As 3/9/23 the JPB has 20 cars undergoing maintenance at CEMOF and 7 cars as spares

A consist usually includes 1 locomotive and 5 cars (total value per consist is, \$30,413,313)

* Used \$6,567,288 value per locomotive

**Assumed 5 cars per consist and added the 4 additional spare cars at CEMOF

*** Used \$4,769,205 value per car

Excess Commercial Property Summary

Named insured: Peninsula Corridor Joint Powers Board

Insurance carrier: Various See Premium Comparison
A.M. Best rating: A+ XV as of 2022

Policy number: *To Be Determined*

Policy term: July 1, 2023 to July 1, 2024

Annual Premium: \$ See premium Comparison

Policy Type: Property and Inland Marine

Covered Property: Per Schedules Attached:
Real and Personal Property - Passenger Terminals and Shelters

Inland Marine - Rolling Stock; Railroad Equipment including Signals, Interlocks and Standby Power Sources; Tunnels; Culverts; Bridges; Platforms; and Schedule of Contractors Equipment

Excluded Property: For All Coverages: Railroad Track except CEMOF

Limits: \$250,000,000 Excess Loss Limit per occurrence with respect to:

Property, Personal Property, Inland Marine Equipment including Tunnels, Bridges, Signals, Standby Electrical Power Sources and Miscellaneous Construction Equipment, Rolling Stock, Ticket Vending Machines, Contractors Equipment .

(Total Insurable Values
2011/12 Term \$786,876,107
2012/13 Term \$822,328,452
2013/14 Term \$882,423,302
2014/15 Term \$906,104,359
2015/16 Term \$994,714,630
2016/17 Term \$1,132,443,056
2017/18 Term \$1,160,814,254
2018/19 Term \$1,223,134,320
2019/20 Term \$1,266,797,760
2020/21 Term \$1,328,147,091
2021/22 Term \$1,434,015,008
2022/23 Term \$1,434,015,008
2023/24 Term \$1,694,906,483

Deductible: \$500,000



Valuation: Replacement Cost with a 90% Coinsurance Clause

Auditable: No

Terms and Conditions: \$100M Chubb 75% Quota Share with Mitsui 25%
\$150M XS \$250M Chubb 100%

Perils/Property not covered:

Transmission Lines
Earthquake
Water/Flood
Business Income and Contingent Business Income

Chubb Endorsements:

Chubb Bermuda General Change Endorsement
AGP-53329a Virus Pr Bacteria Exclusion
Biological, Chemical or Nuclear Exclusion AGP-33209 (12-17)
TERRORISM
Asbestos Containing Products of Asbestos-Containing Material Exclusion (05-18
LMA 5400 PRP Cyber and Data
Occurrence Definition

Mitsui Endorsements

90 Notice of Cancellation
Blanket Additional Insured per contract Broad Named Insured
Revised Notice of Claim Requirement
Inadvertent E&O Agreed Amount
Endorsement
Excludes Flood and Earthquake
Boiler & Machinery - Covered except Rolling Stock
Back-up of Sewer and Drains – Included
TRIA included
Coverage for station platforms, concrete and paving
AIMU International Economic and Trade Sanctions Clause or LMA 300
Boiler & Machinery - Covered except Rolling Stock
Back-up of Sewer and Drains - Included
TRIA included
Coverage for Station Platforms, Concrete and Paving

Excluded Property: Railroad Track, except for the track within the CEMOF structure Replacement Cost Coverage / Actual Loss Sustained on Time Element.

MS 0001 0913 Common Policy Declarations
MS 0002 0913 Policy Information Page
MS 0101 0102 Schedule of Forms and Endorsements
MS 0504 1004 Exclusion – US Economic or Trade Sanctions
MS 0810 0404 Conformance with Law/Severability
CL 0700 02 07 Virus or Bacteria Exclusion
CL 0610 01 15 Certified Act of Terrorism Exclusion
MS 5509 0216 Foreign Terrorism Exclusion

Excess GL and Rail Liability Summaries

Excess Liability Summary

Named insured:	Peninsula Corridor Joint Powers Board and its member agencies San Mateo County Transit District The City and County of San Francisco Santa Clara Valley Transportation Authority Transit America Services Inc. (Contract Operator of Caltrain Commuter Service Rail)
Insurer:	Various— Non-admitted A.M. Best rating: A XV as of 2020
Policy number:	<i>See Program/Premium Summary for policy numbers</i>
Policy term:	July 1, 2023 to July 1, 2024
Premium:	<i>\$ See Premium Quotations</i>
Coverage:	Excess Liability
Limits:	\$ 200,000,000 (US) each Accident including Defense Expenses \$ 200,000,000 (US) in the Annual Aggregate all coverages combined except Automobile Liability <i>Excess of Self-Insured Retention Each Accident</i>
Self-insured retentions:	\$ 2,000,000 each and every Accident including Defense Expenses including Auto Liability for Joint Powers Board Officials only <i>Which in turn excess of:</i> \$ 2,000,000 Each and every Accident excluding Defense Expenses including Auto Liability for Joint Powers Board Officials only. \$ 10,000,000 Each and every Accident, Defense Expenses in addition, for all other Automobile Liability including shuttle vans and TASI autos. \$2,000,000 Minimum Retention each Shuttle Van.

Coverage Form

Claims Made

1. Under a **claims-made** form, the policy that is in effect at the time that a claim is made against you is the policy that will respond to that claim, regardless of when the wrongful act occurred (subject to any retroactive date). This differs from an **occurrence** form, which responds to claims resulting from accidents, incidents or injuries occurring while the policy was in effect, regardless of when a claim for damages is brought.
2. If your policy has a **retroactive date**, the wrongful act must have occurred after the retroactive date in order for the policy to respond to a claim.

You may have the right to purchase an extended reporting period (ERP) endorsement if the policy is cancelled or not renewed. This endorsement will provide a period of time to continue to report claims that arise resulting from wrongful acts that occurred after any retroactive date and before the end of your policy period. The ERP (often called "tail" coverage) must be requested within a specific time frame and the additional premium, which typically is required prior to the tail period begins, is fully earned. **Claims Made and Reported**

A type of claims made policy in which a claim must be both made against the insured and reported to the insurer during the policy period for coverage to apply. *

Retroactive Dates:

July 1, 1992

Except:

\$1M xs \$2M (July 1, 2013 \$1M xs \$1M) (July 1, 1992 for .05M xs \$2M

Defense:

Defense costs are included in the limits but are not included in the Self-Insured Retention. Refer to policy for the exact language.

Terms and conditions:

1. NMA 2233 wording amended for Railroad Operations (as per expiring Policy No. UC1900180, except as otherwise agreed)
2. Limited seepage and pollution and contamination coverage endorsement. Sudden and accidental pollution covered for upset and collision-specified perils coverage (per NMA 2235) Endorsement
3. Currency in U.S. Dollars
4. Train Derailment Evacuation Expense coverage endorsement
5. *Threshold for reporting claims \$100,000 for the \$1M xs \$2M and all others \$250,000 or injury to more than one person in which event claim must be reported within 30 days.*
6. Extended claims-made period for 24 months if Underwriters decline to renew or cancel or exclude an accident. This is subject to no increase in aggregate limit for an additional premium of 75% of annual. Except \$1M xs \$2M \$300,000.
7. Agree to include 50 shuttle van/bus (not to exceed 40 seats) services for passengers, operating between JPB stations and their workplaces. Warranted USD \$10,000,000 each accident retention to apply per shuttle van/bus.
8. 60 Day Notice of Cancellation Clause, 10 days for non-payment. Endorsement. Except Non-cancellable for \$1M xs \$2M.
9. Payment of premium at inception
10. Policy territory is worldwide. Endorsement
11. Small additional or return premiums clause per expiring (NMA 1168))
12. One reinstatement of aggregate limits for completely unrelated accidents at Additional Premium.
13. Agree to delete Exclusion 6. However, the self-insured retention to apply separately to any individual alleging discrimination or Humiliation. Endorsement
14. Definition of insured to include Employees, Volunteers, Trustees and Officers.
15. Owned and Non-owned auto included as respects officials of the JPB but only whilst conducting Official duties of the Board.
16. Agree to delete Exclusion 14. Passenger Operations.
17. LSW 1001 (Insurance)- Several Liability Clause
18. Agree to provide coverage to the Named insured and any additional insured for any liability arising from the actions of contractors directly arising out of their engagement in the Insured's capital improvement projects on the Insured's right of way – as expiring.
19. Agree include "extra work" performed by TASI as specified in the 2011 operating agreement.
20. Blanket Waiver of subrogation Endorsement
21. Fire Suppression Expenses Endorsement
22. Service of Suit (NMA 1998)
23. Lines Clause (NMA 2419)
24. Shuttle Service endorsement
25. Service Equipment endorsement. Include contractor's equipment in the care custody and control or being used by contractors of the insured and used on the right of way.
26. Specified coverage endorsement, Peninsula Corridor Commute between San Francisco
27. Lines Clause (NMA 2419)
28. Gilroy, CA. Endorsement
29. Train Service Limitation. Endorsement
30. Annual Review Clause
31. Exclusion 21 and Condition 5 Prevention of further claims are deleted in their entirety but only in respect of PTC 220 Spectrum testing contract.

32. Additional Insureds:
 - Sperry Rail Services, but only as respects operations of JPB Board.
 - Herzog Transit services, Inc. but Only as respects the agreement between JPB and TASI.
 - Central Puget Sound, but only as respects operations of JPB Board.
32. Coverage provided for parking lot owned and operated by the City of Sunnyvale only as respects the liability of the JPB.
33. Exclusion 3 is deleted and replaced as follows: BI, PI, PD and AI which the insured intended or expected unless such BI, PI, PD and AI was solely for the purpose of protecting persons or property.
34. LMA5218 & 5389 U.S. Terrorism Risk Act 2002 amended New and Renewal Business by endorsement.

Notable Exclusions:

Exclusions include but are not limited to:

1. *LMA5396 Communicable Disease*
2. CL370 Institute Radioactive Contamination, Chemical, Biological, Bio-Chemical and Electromagnetic Weapons Exclusion Clause
3. Federal Employers Liability Act (FELA) coverage
4. Discrimination except as described in remarks
5. Punitive Damages
6. Asbestos
7. ERISA Liability
8. Radioactive Contamination (NMA 1477)
9. CL370 Institute Radioactive Contamination, Chemical, Biological, Bio-Chemical and Electromagnetic Weapons Exclusion Clause.
10. Electromagnetism
11. Care, Custody and Control
12. Workers' Compensation or employment related suits
13. Bus Operations of SamTrans (Peninsula Commute Services)
14. Nuclear (NMA 1256)
15. Intentional Acts
16. War & Terrorism (NMA 2918)
17. Intentional Bodily Injury, Property Damage and Advertising Injury (unless solely for the protection of persons or property)
18. Prior and Pending Litigation
19. Business Property and Products
20. Recall; products or work
21. Advertising injury, infringement of trademark, service mark or trade name (other than titles or slogans used in your services)
22. Violation of ordinance codes
23. Pollution or Contamination
24. Watercraft Liability
25. Aircraft Liability
26. Aviation Products
27. Insured vs. Insured
28. Railroad tracks and beds, Rolling stock
29. Uninsured and underinsured motorist
30. Privacy violations
31. OFAC Violation of an U.S. Economic or Trade Sanctions
32. Fines or Penalties
33. Cross Suits
34. SPAM
35. LMA5476B Cyber and Data Limited Exclusion 2A
36. Professional Services (Arch)
37. Known Loss Exclusions:
 - Apollo/Aegis \$1.5Mxs \$1M 7-1-13
 - Hannover \$25Mxs \$25M 7-1-2020
 - Gemini \$500k xs \$2m 7-1-13
 - Canopus \$25M xs \$25M 7-1-19
 - Inigo \$25M xs \$25M 7-1-23
 - Vantage \$25M xs \$25M 7-1-23
 - MAP & QBE \$50M xs \$50M 7-1-22
 - Endurance \$55Mxs \$50M 7-1-10
 - Lexington \$55M xs \$50M 7-1-09
 - Endurance Sompco \$95Mxs \$105M 7-1-10
 - Ironshore \$95Mxs \$105M 7-1-12
 - Ascot \$95Mxs \$105M 7-1-20
 - Liberty \$95Mxs \$105M 7-1-20
 - Hiscox \$95M xs \$105M 7-1-20

Aspen-Apollo \$95M xs \$105M 7-1-20
Canopus \$95M xs \$105m 7-1-15
Inigo \$95M xs \$105M 7-1-21
Helix \$95M xs \$105M 7-1-21

Lexington Forms :

1. Schedule of Followed Policy, Primary Policies and Underlying Excess Policies FF-03 400.01
2. Cancellation Endorsement FF-03 402.01
3. Service of Suit Clause LX9476 (Ed. 12/01)
4. Changes in Followed Policy Endorsement FF-03 403.01
5. Notice of Claim Reporting Endorsement FF-03 404.01
6. Payment of Premium Endorsement FF-03 405.01
7. Economic Sanctions Endorsement 89644 (6/13) (Amended)
8. Prior Knowledge Exclusion Endorsement (as attached) 7-1-09
9. Act of Terrorism Retained Limit Endorsement XS/FF LX9594 (04/03) (Amended)
10. Several Liability for Quota Share Coverage Endorsement 104209 (11/09)

Sompo (Formerly Endurance) Forms:

1. 401 Schedule of Excess Policies
2. 404 Premium Payment Condition
3. 405 Several Liability Notice
4. 494 War & Terrorism Exclusion
5. 573 Known or Previously Notified Losses Exclusion 7-1-20
6. IL 1001 US Terrorism Risk Insurance Program Reauthorization Act -
Endorsement I
7. 521 Reinstatement Endorsement - @ 125%
8. 494 Deletion of Discrimination or Humiliation Exclusion Endorsement
9. Man_478 Retained Limit Endorsement
10. 615 Economic or Trade Sanctions Exclusion
11. 550 Act of Terrorism Retained Limit Endorsement \$50M Each Occurrence
12. 631 Follow Form Policy Issuance Endorsement
13. 771 Communicable Disease
14. 478 Retained Limit Endorsement

AXA – XL : Expiring will update when we receive the binder

End. No. 1 Arbitration Endorsement
End. No. 2 Uninsured Motorists & Underinsured Motorists Amendment
Endorsement
End. No. 3 Endorsement Excluding Coverage based upon State Amendatory
and/ or Liberalization Provisions
End. No. 4 Non Follow Service of Suit Endorsement
End. No. 5 Total Asbestos Exclusion Endorsement
End. No. 6 Mold (Including Toxic Mold) and/or Fungi Exclusion Endorsement
End. No. 7 Aggregate Reinstatement Endorsement
End. No. 8 Law of Construction and Interpretation Endorsement
End. No. 9 Economic or Trade Sanctions Endorsement
End. No. 10 Additional Insured Endorsement
End. No. 11 Additional Insured Endorsement
End. No. 12 Additional Insured Endorsement
End. No. 13 Several Liability Endorsement
End. No. 14 Access or Disclosure of Confidential or Personal Information and
Data related Liability Exclusion.
End. No. 15 Communicable Disease Exclusion
Indiana Amendatory Endorsement (Definition of Pollutants) LX4268 (10/13)
Policy Amendment (as attached)
Electronic Chatrooms or Bulletin Boards Exclusion Endorsement (as attached)
Additional Insured Endorsement (as attached)
Access or Disclosure of Confidential or Personal Information and Data Related
Liability Exclusion Endorsement (Limited Bodily Injury and Property Damage
Exception)

\$95 xs 105 Endorsements

XSCLM-068.02 Schedule of Underlying and Quota Share Policies Endorsement
XSCLM-075.01 Several Liability for Quota Share Coverage Endorsement XSCLM-
001.01 Arbitration Endorsement
XSCLM-023.01 Law of Construction and Interpretation Endorsement
XSCLM-156.01 Economic or Trade Sanctions Endorsement XSCLM-066.02
Incorporation of Underlying Terms Endorsement XSCLM-058.01 Known Loss
Endorsement
XSCLM-436.01 Aggregate Reinstatement Endorsement
XSCLM-007.01 Mold (including Toxic Mold) and/or Fungi Endorsement
XSCLM-011.01 Total Asbestos Exclusion Endorsement
XSCLM-191.01 Access or Disclosure of Confidential Information
XSCLM-115.01 Non Followed Form Amendatory Endorsement

AWAC 95 xs 105 Expiring will update when we receive the binder

ACFF-400	01-15	Schedule of Followed Policy, Primary Policies and Underlying Excess Policies
ACFF-402	10-14	Cancellation Endorsement
ACFF-403	04-09	Changes in Followed Policy Endorsement
ACFF-404	11-09	Notice of Occurrence, Offense, Claim or Suit
ACFF-405	11-08	Payment of Premium Condition 30 days
ACFF-406	02-10	Minimum Earned Premium 35%
ACFF-415	08-12	Non-Followed Form Amendatory Endorsement
ACFF-456a	04-09	Defense Limitation Endorsement
ACFF-456b	11-01	Defense Within Limits Endorsement
ACFF-457	08-08	Non-Followed Endorsement Aggregate Reinstatement; Policy Amendment Endorsement - Notice of Accidents and Claims; Policyholder Disclosure Notice of Terrorism; Communicable Disease Exclusion
ACFF-469a	04-13	Retained Limit Endorsement -- Aggregate Exhaustion (Retained Limit Excludes Defense Expenses)
ACFF-475	06-12	Retroactive Coverage Endorsement \$1,000,000 each Accident including Auto Liability for Peninsula Corridor JPB officials only and \$10,000,000 each Accident with respect to all other Auto Liability.
ACFF-485	04-08	Extended Reporting Period Endorsement Maximum of 75% of the annual premium and a maximum duration of 12 years.
ACFF-525	10-07	Asbestos Exclusion
ACFF-526	11-01	Several Liability For Quota Share Coverage
ACFF-714	03-15	Economic or Trade Sanctions Endorsement
ACFF-745	01-15	Previously Notified Occurrences or Claims and Know Occurrences Exclusion with Awareness Date
ACFF-754	10-14	London Arbitration and Choice of Law
ACFF-778	04-20	Communicable Disease and Infectious Agent Exclusion
ACFF-	N/A	Aggregate Reinstatement Endorsement

Excess Liability Summary

Named insured:	Peninsula Corridor Joint Powers Board and its member agencies San Mateo County Transit District The City and County of San Francisco Santa Clara Valley Transportation Authority Transit America Services Inc. (Contract Operator of Caltrain Commuter Service Rail)
Insurer:	Various— Non-admitted A.M. Best rating: A XV as of 2022
Policy number:	<i>See Program/Premium Summary for policy numbers</i>
Policy term:	July 1, 2023 to July 1, 2024
Premium:	\$ <i>See Premium Quotations</i>
Coverage:	Excess Liability
Limits:	\$ 23,000,000 (US) each Accident including Defense Expenses \$ 23,000,000 (US) in the Annual Aggregate all coverages combined except Automobile Liability <i>Excess of:</i>
Self-insured retentions:	\$ 300,000,000 each and every Accident including Defense Expenses including Auto Liability for Joint Powers Board Officials only

Coverage Form

Claims Made

Under a **claims-made** form, the policy that is in effect at the time that a claim is made against you is the policy that will respond to that claim, regardless of when the wrongful act occurred (subject to any retroactive date). This differs from an **occurrence** form, which responds to claims resulting from accidents, incidents or injuries occurring while the policy was in effect, regardless of when a claim for damages is brought.

If your policy has a **retroactive date**, the wrongful act must have occurred after the retroactive date in order for the policy to respond to a claim.

You may have the right to purchase an extended reporting period (ERP) endorsement if the policy is cancelled or not renewed. This endorsement will provide a period of time to continue to report claims that arise resulting from wrongful acts that occurred after any retroactive date and before the end of your policy period. The ERP (often called “tail” coverage) must be requested within a specific time frame and the additional premium, which typically is required prior to the tail period begins, is fully earned. **Claims Made and Reported**

A type of claims made policy in which a claim must be both made against the insured and reported to the insurer during the policy period for coverage to apply. *

Retroactive Dates: July 1, 2021



Defense:

Defense costs are included in the limits but are not included in the Self-Insured Retention. Refer to policy for the exact language.

Terms and conditions: Expiring will update when we receive the binder

1. NMA 2233 amended for Railroad Operations, other than as stated herein.
2. NMA1256 Nuclear Incident Exclusion Clause – Liability – Direct (Broad)-U.S.A.
3. NMA1477 – Radioactive Contamination Exclusion Clause – Liability-Direct – U.S.A.
4. NMA1168 Small Additional or Return Premium Clause.
5. Extended Claims Made Period 24 months if Underwriters decline to renew or cancel or exclude an Accident, subject to no increase in annual aggregate limit hereon. Additional Premium 75% of final Annual Premium.
6. Agree to include 50 shuttle van / bus (not to exceed 40 seats) services for passengers, operating between Joint Powers Board stations and their work places. Warranted USD 10,000,000 each Accident Retention to apply per shuttle van / bus.
7. Accident Valuation and Reporting Clause set at when Insured aware of an accident likely to exceed USD 250,000.00.
8. 60 days Cancellation Clause (each way) 10 days for non payment of premium.
9. Proposal dated: 11th June, 2021
10. Retroactive Date: 01st July, 2021
11. Train Services Limitation Endorsement.
12. Currency: US Dollars.
13. One Reinstatement of aggregate limits for completely unrelated Accidents, at 100% Net Additional Premium.
14. Railroad Operations Evacuation Expense Coverage Endorsement.
15. Agree included liability from Fire Suppression.
16. Limited Seepage, Pollution and Contamination Coverage Endorsement for Railroad Operations.
17. Including owned or non owned Automobile Liability coverage in respects of the officials of the Joint Powers Board but only whilst conducting the official duties of the Board.
18. Agree delete Exclusion 6., however the Each Accident Retention to apply separately to any individual alleging discrimination or humiliation.
19. Definition 12 'Insured' amended to include Employees, Volunteers, Trustees and Officers.
20. Agree delete Exclusion 14 Passenger Operations.

Exclusion 3 amended to read: 'to Bodily Injury, Personal Injury, Property Damage and/or Advertising Injury which the Insured intended or expected unless such Bodily Injury, Personal Injury and/or Property Damage was solely for the purpose of protecting person(s) or property'.

22. Agree to provide coverage to the Named Insured and any additional insured for any liability arising from the actions of contractors directly arising out of their engagement in the Insured's capital improvement projects on the Insured's right of way.

23. Blanket Waiver of Subrogation where the Insured is obligated by virtue of a written contract, unless such contract is outside the normal course of the Insured's operations.

24. Payment of Premium to: Price Forbes & Partners Limited, 6th Floor, 2 Minster Court, Mincing Lane, London EC3R 7PD

25. Payment of Premium to be made by: Transit America Services Inc.

26. U.S. Terrorism Risk Insurance Act of 2002 as amended New & Renewal Business Endorsement.

27. Exclusions, item 21 and Conditions 5. Prevention of Further Claims are deleted in their entirety but only in respect of the PTC.220 spectrum testing contract.

EXCLUDING:

1. Asbestos
2. Care, Custody or Control
3. Electromagnetism
4. Federal Employers Liability Act
5. Terrorism, NMA2918 (amended).
6. CL370 - Institute Radioactive Contamination, Chemical, Bio- chemical and Electromagnetic Weapons Exclusion Clause.
7. LMA5476B Cyber And Data Limited Exclusion Endorsement 2A.
8. Amtrak's operations of Peninsula Corridor Joint Powers Board.
9. LMA 5396 Communicable Disease Exclusion
10. LMA3100 Sanction Limitation and Exclusion Clause

Railroad Protective Liability Summaries

Railroad Protective Liability

Named insured:	Peninsula Corridor Joint Powers Board; its member agencies and its operator; aka Caltrain and Peninsula Commute Train The City and County of San Francisco, San Mateo County Transit District aka Samtrans San Mateo County Transportation Authority Santa Clara Valley Transportation Authority; Transit America Services, Inc. (TASI) Herzog Transit Services, Inc. (HTSI) for operations of trains only.
Insurance carrier:	Liberty Surplus Insurance Company — Non-admitted A.M. Best rating: A XV as of 2022
Policy number:	RPHV214899
Policy term:	July 1, 2023 to July 1, 2024
Premium:	\$ See Quotation
Coverage:	Railroad Protective Liability Bodily Injury or property damage to which this insurance applies. The right and duty to defend the insured against any suit seeking those damages. No duty to defend the insured against any suit seeking damage for which this coverage <u>does not apply</u> . See policy wording for completed description.
Designated contractor:	Various Contractors reported on quarterly basis
Job location:	Various to be reported on quarterly basis
Limits:	\$ 2,000,000 Limit each occurrence 6,000,000 Aggregate <i>Defense costs are outside of the limits</i>
Deductible:	\$ -0-
Rating basis:	\$.54 per \$100 of Contract Cost with a minimum premium per job of \$788 . Includes TRIA. Reported projects will erode the minimum premium charged at policy inception.
Quarterly Reporting:	Reports due: September 30, 2023, December 30, 2023, March 30, 2024, and June 30, 2024.
Covered Causes of Loss:	All risk of direct physical loss or damage to covered property, including General average and salvage charges. But loss, damage or expense caused by or resulting from a cause of loss that is excluded or limited is not covered.

Description of operations: Any jobs to be performed up to a job cost of \$10Mil (*Any single job that is over \$10Mil in cost, will have to be submitted and underwritten separately and may or may not be added to the blanket policy*) See Job description exclusions endorsement.

- Conditions:**
1. Designated Contractor's Combined Primary & Excess Each Occurrence Liability Limits Must at least Equal RRP Occurrence Limit with an acceptable carrier.
 2. Have the Contractors insurance coverage endorsed to delete the contractual exclusion for work w/in 50' of a railroad removed from their GL & Umb. Policies.

Major exclusions: Include, but are not limited to:

- **No jobs where RR employees are assigned to the Contractor to perform manual labor (flagmen and/or supervisors are acceptable); No crew shuttle livery service; No private or public grade crossings (installation of crossing and/or maintenance work at crossings are acceptable); No tunnel work and/or blasting (unless approved by Liberty Underwriter – submitted and underwritten.**

- Asbestos
- Expected or intended Injury
- Contractual except for liability for damages assumed in a contract or agreement that is a "covered contract".
- Completed work after all is completed
- Acts or omissions of Insured
- Workers Compensation And similar laws
- Pollution (hostile fire exception)
- Damage to Owned, Leased or entrusted property.
- War
- Nuclear Incidents or Condition
- US Economic Trade Sanctions

• **Terms and Conditions:**

Quarterly Bordereaux Reporting Endorsement

- RRP 1000 0113 : Amendment - Duties in the Event of an Occurrence, Claim or Suit
- Applicable State Amendatory Endorsements (if any)
- Applicable State Service of Suit
- TRIA-E002-0315 : Cap on Losses From Certified Acts of Terrorism
- TRIA-N004-0315 : Disclosure - Terrorism Risk Insurance Act
- RRP 1014 0211 : Named Insured Amendment
- RRP 1033 0113 : Premium Computation Endorsement
- CG 00 35 12 07 : Railroad Protective Liability Coverage Form
- CG DS 02 07 98 : Railroad Protective Liability Declarations
- SL-OFAC-0419 : Sanction Limitation and Exclusion Clause

Exclusions:

- RRP 1023 0211 : Asbestos Exclusion Endorsement
- RRP 1006 0211 : Designated Work/Designated Operations Exclusion
- RRP 1031 0133 : Exclusion - Nuclear Energy Liability

Named insured: Peninsula Corridor Joint Powers Board; its member agencies and its operator; aka Caltrain and Peninsula Commute Train
The City and County of San Francisco,
San Mateo County Transit District aka Samtrans
San Mateo County Transportation Authority
Santa Clara Valley Transportation Authority;
Transit America Services, Inc. (TASI)
Herzog Transit Services, Inc. (HTSI) for operations of trains only.

Insurance carrier: Liberty Surplus Insurance Company — Non-admitted
A.M. Best rating: A XV as of 2022

Policy number: RPHV214900

Policy term: July 1, 2023 to July 1, 2024

Premium: \$ *See Quotation*

Coverage: Railroad Protective Liability

Bodily Injury or property damage to which this insurance applies. The right and duty to defend the insured against any suit seeking those damages. No duty to defend the insured against any suit seeking damage for which this coverage does not apply. See policy wording for completed description.

Designated contractor: Various Contractors reported on quarterly basis

Job location: Various to be reported on quarterly basis

Limits: \$ 5,000,000 Limit each occurrence
10,000,000 Aggregate

Defense costs are outside of the limits

Deductible: \$ -0-

Rating basis: \$. 80 per \$100 of Contract Cost **with a minimum premium per job of \$1,182**. Includes TRIA. Reported projects will erode the minimum premium charged at policy inception.

Quarterly Reporting: Reports due: September 30, 2023, December 30, 2023, March 30, 2024, and June 30, 2024.

Covered Causes of Loss: All risk of direct physical loss or damage to covered property including General average and salvage charges. But loss, damage or expense caused by or resulting from a cause of loss that is excluded or limited is not covered.

Description of operations: Any jobs to be performed up to a job cost of \$10Mil (Any single job that is over \$10Mil in cost, will have to be submitted and underwritten separately and may or may not be added to the blanket policy) See Job description exclusions endorsement.

Conditions:

1. Designated Contractor's Combined Primary & Excess Each Occurrence Liability Limits Must at least Equal RRP Occurrence Limit with an acceptable carrier.
2. Have the Contractors insurance coverage endorsed to delete the contractual exclusion for work w/in 50' of a railroad removed from their GL & Umb. Policies.

Endorsements:

Quarterly Bordereaux Reporting Endorsement

- RRP 1000 0113 : Amendment - Duties in the Event of an Occurrence, Claim or Suit
- Applicable State Amendatory Endorsements (if any)
- Applicable State Service of Suit
- TRIA-E002-0315 : Cap on Losses From Certified Acts of Terrorism
- TRIA-N004-0315 : Disclosure - Terrorism Risk Insurance Act
- RRP 1014 0211 : Named Insured Amendment
- RRP 1033 0113 : Premium Computation Endorsement
- CG 00 35 12 07 : Railroad Protective Liability Coverage Form
- CG DS 02 07 98 : Railroad Protective Liability Declarations
- SL-OFAC-0419 : Sanction Limitation and Exclusion Clause

Exclusions:

- RRP 1023 0211 : Asbestos Exclusion Endorsement
- RRP 1006 0211 : Designated Work/Designated Operations Exclusion
- RRP 1031 0133 : Exclusion - Nuclear Energy Liability

Named insured: Peninsula Corridor Joint Powers Board; its member agencies and its operator; aka Caltrain and Peninsula Commute Train
The City and County of San Francisco,
San Mateo County Transit District aka Samtrans
San Mateo County Transportation Authority
Santa Clara Valley Transportation Authority;
Transit America Services, Inc. (TASI)
Herzog Transit Services, Inc. (HTSI) for operations of trains only.

Insurance carrier: Liberty Surplus Insurance Company — Non-admitted
A.M. Best rating: A XV as of 2022

Policy number: RPHV214900

Policy term: July 1, 2023 to July 1, 2024

Premium: \$ See Quotation

Coverage: Railroad Protective Liability

Bodily Injury or property damage to which this insurance applies. The right and duty to defend the insured against any suit seeking those damages. No duty to defend the insured against any suit seeking damage for which this coverage does not apply. See policy wording for completed description.

Designated contractor: Various Contractors reported on quarterly basis

Job location: Various to be reported on quarterly basis

Limits: \$ 10,000,000 Limit each occurrence
10,000,000 Aggregate

Defense costs are outside of the limits

Deductible: \$ -0-

Rating basis: \$1.04 per \$100 of Contract Cost **with a minimum premium per job of \$1,377**. Includes TRIA. Reported projects will erode the minimum premium charged at policy inception.

Quarterly Reporting: Reports due: September 30, 2023, December 30, 2023, March 30, 2024, and June 30, 2024.

Covered Causes of Loss: All risk of direct physical loss or damage to covered property including General average and salvage charges. But loss, damage or expense caused by or resulting from a cause of loss that is excluded or limited is not covered.

Description of operations: Any jobs to be performed up to a job cost of \$10Mil (Any single job that is over \$10Mil in cost, will have to be submitted and underwritten separately and may or may not be added to the blanket policy) See Job description exclusions endorsement.

Conditions:

3. Designated Contractor's Combined Primary & Excess Each Occurrence Liability Limits Must at least Equal RRP Occurrence Limit with an acceptable carrier.
4. Have the Contractor's insurance coverage endorsed to delete the contractual exclusion for work w/in 50' of a railroad removed from their GL & Umb. Policies.

Major exclusions:

Include, but are not limited to:

- **No jobs where RR employees are assigned to the Contractor to perform manual labor (flagmen and/or supervisors are acceptable); No crew shuttle livery service; No private or public grade crossings (installation of crossing and/or maintenance work at crossings are acceptable); No tunnel work and/or blasting (unless approved by Liberty Underwriter – submitted and underwritten.**
- Asbestos
- Expected or intended Injury
- Contractual except for liability for damages assumed in a contract or agreement that is a "covered contract".
- Completed work after all is completed
- Acts or omissions of Insured
- Workers Compensation And similar laws
- Pollution (hostile fire exception)
- Damage to Owned, Leased or entrusted property.
- War
- Nuclear Incidents or Conditions

Terms and Conditions:

Quarterly Bordereaux Reporting Endorsement

- RRP 1000 0113 : Amendment - Duties in the Event of an Occurrence, Claim or Suit
- Applicable State Amendatory Endorsements (if any)
- Applicable State Service of Suit
- TRIA-E002-0315 : Cap on Losses From Certified Acts of Terrorism
- TRIA-N004-0315 : Disclosure - Terrorism Risk Insurance Act
- RRP 1014 0211 : Named Insured Amendment
- RRP 1033 0113 : Premium Computation Endorsement
- CG 00 35 12 07 : Railroad Protective Liability Coverage Form
- CG DS 02 07 98 : Railroad Protective Liability Declarations
- SL-OFAC-0419 : Sanction Limitation and Exclusion Clause

Exclusions:

- RRP 1023 0211 : Asbestos Exclusion Endorsement
- RRP 1006 0211 : Designated Work/Designated Operations Exclusion
- RRP 1031 0133 : Exclusion - Nuclear Energy Liability

Public Officials Summaries

Public Officials Liability Policy Information

	RSUI	Ironshore	Chubb
Insurance Company	RSUI Indemnity Company	Ironshore Indemnity Company	Westchester Surplus Lines
Admitted in CA	Yes	Yes	No
AM Rating	A+ XIII	A XV	A++ XV
Continuity Dates	\$5M POL – 7/1/09	\$5M xs \$5M POL – 7/1/11	\$10M xs \$5M POL – 7/1/16
Discovery Period Rates	1 year @ 100%	1 year @ 100%	1 year @ 100%
Runoff Period Rates	TBD at time of transaction	TBD at time of transaction	TBD at time of transaction

RSUI
RSG 211003 0118 Common Policy Terms and Conditions Coverage Section-Non-Profit
RSG 211009 0118 Directors and Officers Liability Coverage Section-Non-Profit
RSG 206117 0118 Absolute Exclusion-Bodily Injury and Property Damage with Allocation
RSG 204089 0118 Amended Definition of Insured Person-Additional Positions
RSG 203005 0118 California Changes-Cancellation and Nonrenewal
RSG 204198 0118 Cap on Losses From Certified Acts of Terrorism
RSG 204082 0118 Choice of Counsel – Hanson Bridgett / \$250 partner / \$220 associate / \$90 paralegal
RSG 214038 0118 Coverage Extension-Public Officials
RSG 204123 0116 Disclosure Pursuance to Terrorism Risk Insurance Act
RSG 205125 0120 Exclusion – Biometric Privacy Claims
RSG 206063 0118 Exclusion-Intellectual Property
RSG 204132 0118 Predetermined Allocation

RSG 2041130118 Sublimit-Defense of Non-Monetary Damages - \$25K per claim / \$50K aggregate
RSG 2070020118 Three (3) Year Bilateral Extended Reporting Period - 75%; 125%; 150% AP
RSG 2140510118 Vendor Liability Coverage - \$50K

Ironshore 1 st Excess
ADM-OFAC-0419 - Sanction Limitation and Exclusion Clause
IRON.END.ALL.016 (0317) Insurer Street Address Change
TRIA-N004-0420 Disclosure - Terrorism Risk Insurance Act
TRIA-E002-0315 Cap on Losses From Certified Acts of Terrorism
IRON.END.ALL.006 (0317) Notice of Claim (via E-mail)
EDO 003; Edited (0707) Pending and Prior Litigation Endorsement
EXS.END.011 (0911) Non-Follow Form for Sublimit of Liability with Recognition of Reduction Excess Form

Chubb 2 nd Excess
ALL-20887 (10/06) - CHUBB Producer Compensation Practices & Policies
ALL-21101 (11/06) - Trade or Economic Sanctions Endorsement
ILP 001 01 04 - U.S. Treasury Departments' Office of Foreign Assets Control ("OFAC") Advisory Notice to Policyholders
LD-5S23j (03/14) - Signature Endorsement
PF-22819 (06/12) - Pending or Prior Litigation Exclusion - 7/1/16
PF-28233 (06/12) - Sub-Limits of Liability in Underlying Policies
PF-42379 (08/14) - False Claims Act Exclusion
PF-47458 (02/16) - Unsolicited Dissemination Exclusion
SL-17888 (01/17) - California Surplus Lines Notification
SL-34255 (09/11) - Service of Suit Endorsement
WSG-084 (05/11) - Surplus Lines Broker Notice

Primary Lead Public Officials Summary

Named insured: Peninsula Corridor Joint Powers Board

Insurance carrier: RSUI Indemnity Company (Landmark) — Admitted
A.M. Best rating: A+ XIII as of 2022

Policy number: TBD

Policy term: July 1, 2023 to July 1, 2024

Premium: \$ See Quotation

Policy form: Claims made and reported

Limits: \$ 5,000,000 Aggregate

Retention — each claim:

\$	-0-	Insuring Agreement A
\$	75,000	Insuring Agreement B
\$	75,000	Insuring Agreement C
\$	75,000	Non-Monetary Damage claims

Pending and prior date: July 1, 2009

Territory: Anywhere in the world

Extended reporting period:

- 1 Year @ 75% of Annual Premium
- 2 Years @ 100% of Annual Premium
- 3 Years Days @ 125% of Annual Premium

Terms and Conditions: See summary above.



1st Excess Public Officials Summary

Named insured: Peninsula Corridor Joint Powers Board

Insurance carrier: Ironshore Indemnity Inc. — Admitted
A.M. Best rating: A XV as of 2021

Policy number: TBD

Policy term: July 1, 2023 to July 1, 2024

Premium: \$ See Quotation

Policy form: Claims made and reported

Limits:

\$ 5,000,000 Aggregate

Excess of Underlying

\$ 5,000,000 Aggregate

Excess of Self Insured Retention

Retention — each claim:

\$ -0- Insuring Agreement A

\$ 75,000 Insuring Agreement B

\$ 75,000 Insuring Agreement C

Pending and prior date: July 1, 2011

Territory: Following Form

Discovery: Following Form

Terms and conditions: Non-follow form - recognize erosion – sublimits
Pending and Prior Litigation Endorsement – 7/1/2011

Endorsements: See premium summary



2nd Excess Public Officials Summary

Named insured: Peninsula Corridor Joint Powers Board

Insurance carrier: Westchester Surplus Lines/Chubb — Admitted
A.M. Best rating: A++ XV as of 2022

Policy number: TBD

Policy term: July 1, 2023 to July 1, 2024

Premium: \$ See Quotation

Policy form: Claims made and reported

Limits: \$ 5,000,000 Aggregate
Excess of Underlying
\$ 10,000,000 Aggregate
Excess of Self Insured Retention

Retention — each claim: \$ -0- Insuring Agreement A
\$ 75,000 Insuring Agreement B
\$ 75,000 Insuring Agreement C

Pending and prior date: July 1, 2011

Territory: Following Form

Discovery: Following Form

Endorsements: see premium summary



Special Event Summary

Named insured:	Peninsula Corridor Joint Powers Board San Mateo County Transit District The City and County of San Francisco Santa Clara Valley Transportation Authority Transit America Services Inc. (TASI)
Insurance carrier:	Indian Harbor Insurance Company — Non-admitted A.M. Best rating: A+ XV as of 2021
Policy number:	TBD
Policy term:	July 1, 2023 to July 1, 2024
Premium:	\$ See Quotations
Coverage:	Special Event Liability
Scheduled events:	Emergency Preparedness Drills Holiday Train Martin Luther King Freedom Train Bay to Breakers Trains Gay Pride Parade New Years Eve California Clasico – Earthquakes soccer match (Other events can be added as they come up for additional premium)
Limits of liability:	\$ 2,000,000 Each occurrence \$ 4,000,000 Policy aggregate
Self-insured retention:	\$ 25,000
Terms and conditions:	Limited Pollution Incidental Medical Malpractice Limitation of Coverage – Scheduled events only (see below) Volunteers as Insureds Passenger Exclusion Deleted Waiver of Subrogation when required by written contract Others per form



Subjectivities:

Copies of any new contracts or agreements with respect to the special events
Copies of the Event Notices as they are released
Completed TRIA Disclosure Notice
Require prior notice of any additional trips added mid-term

Pollution Liability Summary

Named insured:	Peninsula Corridor Joint Powers Board	
Insurance carrier:	TBD — Non-Admitted A.M. Best rating: A++ XV as of 2022	
Policy number:	Renewal of PPL G28136936	
Policy term:	July 1, 2022 to July 1, 2024	
Premium:	\$ See Quotations	
Coverage:	Pollution Liability Transportation Coverage Non-Owned Disposal Site Coverage	
Limits:	\$ 10,000,000	Per Pollution Condition or Indoor Environmental Condition
	10,000,000	Aggregate Limit for all Pollution Conditions or Indoor Environmental Conditions
		<i>Defense costs are outside of the limits</i>
Retroactive Date:	Full Retro	
Retention Amount	\$ 50,000	Per Pollution Condition or Indoor Environmental Condition
	5 Days	Business Interruption loss per Pollution Condition or Indoor Environmental Condition
Covered Locations:	Locations listed within the SOVs in file with the u/w	

Terms and Conditions:

1. Blanket Covered Locations (no scheduling required).
2. Pollution coverage is on a full preexisting basis (no retro date) for on and off site bodily injury, property damage and environmental damage.
3. Covered Locations includes NODS and Divested Locations.
4. Business Income is included with a 72-hour waiting period. There is no waiting period for extra expenses.
5. Newly Acquired locations are automatically included for Time-Element Pollution Events for 180 days.
6. Pollution during Transportation and Scheduled Contractors Pollution is provided on an occurrence basis worldwide.
7. Emergency Costs include crisis management costs and are included on a no-fault basis.
8. All Defense Expense is outside of the limit of insurance.
9. Blanket Covered Locations - No scheduling required for locations owned or report locations owned or operated prior to policy inception
10. Defense expense is outside the limit of insurance and deductible
11. Pre-Existing Bodily Injury, Property Damage and environmental damage included with no retro date.
12. Covered Location definition includes NODS and Divested locations
13. Newly Acquired Locations afforded automatic coverage on a Time-Element basis for up to 180 days



14. Occurrence Coverage Trigger for Pollution Events arising from Transportation and Contracting Operations (if Scheduled)
15. Business Income and Extra Expense arising out of a covered Pollution Event included up to Policy Limits (72 Hour Waiting period for BI, No waiting period for EE)
16. Blanket Contractual Liability if required by written contract
17. Blanket Waiver of Subrogation if in writing and prior to a loss
18. Broad Form Named Insured for majority owned subsidiaries and newly acquired entities
19. Worldwide Coverage Territory for Non-Owned locations, Transportation, CPL and Scheduled Foreign Locations
20. Blanket Additional Insured provided on a primary and non-contributory basis (if in writing)
21. Underground Storage Tanks can be scheduled to meet Financial Assurance Requirements
22. Emergency Costs (for up to 10 days) and Crisis Management Costs (for up to 6 months) included at full policy limits on a no fault basis

AD&D Volunteers Summary

Named insured: Peninsula Corridor Joint Powers Board

Insurance carrier: Federal Insurance Co. — Admitted
A.M. Best rating: A++ XV as of 2022

Policy number: 9907-45-84

Policy term: July 1, 2023 to July 1, 2024

Premium: \$ See Quotation

- Policy is subject to annual audit based on number of volunteers.
- Premium is based on estimated number of 200 volunteers.
- Additional events must be added to the policy to be covered.

Coverage: Accident Death and Dismemberment for Volunteers

Limits: \$ 100,000 Accidental Death and Dismemberment to Class 1 Volunteers
Subject to \$1,000,000 Aggregate Per Accident

\$ 100,000 Excess Accident Medical Expense



Covered persons: **Class 1** - All registered volunteers of the Policyholder's Holiday Train and MLK Train special events, Bay to Breakers, 49r Ambassadors, Garlic Festival, Emergency events, sf Giants Games, Other events can be scheduled as they come up.

Estimated # of Volunteers:

Holiday Train (appx. 20 ambassadors per night all expected to be over the age of 18. On occasion, a minor will accompany an ambassador)

MLK (appx. 15 ambassadors in total covering all 3 stations-Diridon, Palo Alto and San Mateo)

Bay to Breakers Race (appx. 20 ambassadors all over the age of 18)

Emergency Preparedness Drill (appx. 60-75 volunteers all over the age of 18)

49rs Football (None during Regular Season. 15-20 in the event of Super Bowl)

Giants Baseball Trains (None during Regular Season. 15-20 in the event of World Series)

When coverage applies: Volunteers participating in volunteer duties pursuant to a formal program supervised by the **Policyholder** whether on or off premises.

Benefits:

Accidental:
Loss of Life 100%
Loss of Speech and Loss of Hearing 100%
Loss of Speech and one of Loss of Hand, loss of Foot or Loss of Sight of one Eye 100%
Loss of Hearing and one of Loss of Hand, loss of Foot or Loss of Sight of one Eye 100%
Loss of Hands (Both), Loss of Feet (Both), Loss of Sight or a combination of any two of loss of Hand, Loss of Foot or Loss of Sight one Eye 100%
Quadriplegia 100%
Paraplegia 75%
Hemiplegia 50%
Loss of Hand, Loss of Foot or Loss of Sight of One Eye (Any one of each) 50%
Loss of Speech or Hearing 50%
Uniplegia 25%
Loss of Thumb and Index Finger of the same hand 25%

Excess Accident Medical Expense:

Coverage is excess to any other medical insurance available to the volunteer. If the volunteer has no medical insurance, this insurance will drop down to provide primary coverage.

Maximum Benefit Amount \$100,000

Deductible -0-

Dental Amount \$1,000

Physical Therapy Amount \$1,000

Orthopedic Appliance Amount \$1,000 **Excess Accident Medical Expense:**

Coverage is excess to any other medical insurance available to the volunteer. If the volunteer has no medical insurance, this insurance will drop down to provide primary coverage.

Maximum Benefit Amount \$100,000

Deductible -0-

Dental Amount \$1,000

Physical Therapy Amount \$1,000

Orthopedic Appliance Amount \$1,000

Excess Accident Medical Expense:

Coverage is excess to any other medical insurance available to the volunteer. If the volunteer has no medical insurance, this insurance will drop down to provide primary coverage.

Maximum Benefit Amount \$100,000

Deductible -0-

Dental Amount \$1,000

Physical Therapy Amount \$1,000

Orthopedic Appliance Amount \$1,000

Accident Medical Expense

The insurer will reimburse up to the Maximum Benefit Amount for Accident Medical Expense if Accidental Bodily Injury causes an Insured Person to first incur Medical Expenses for care and treatment of the Accidental Bodily Injury within ninety (90) days after an Accident. The Benefit Amount for Accident Medical Expense is payable only for Medical Expenses incurred within 365 day(s) after the date of the Accident causing the Accidental Bodily Injury. The Benefit Amount is subject to the Maximum Benefit Amount as shown in Section IV-C of the Schedule of Benefits. The Benefit Amount for Accident Medical Expense is payable in addition to any other applicable Benefit Amounts under this policy.

Excess Provision

The Maximum Benefit Amount for Accident Medical Expense is payable on an excess basis. The insurer will determine the Reasonable and Customary Charge for the covered Medical Expense. Chubb will then reduce that amount by amounts already paid or payable by any Other Plan. Chubb will pay the resulting amount. In no event will Chubb pay more than the Maximum Benefit Amount for Accident Medical Expense, shown in Section IV-C of the Schedule of Benefits.

Limitation on Accident Medical Expense

The Benefit Amount for Accident Medical Expense does not apply to charges and services:

- 1) for which an Insured Person has no obligation to pay;
- 2) for any injury where worker's compensation benefits or occupational injury benefits are payable;
- 3) for any injury occurring while fighting, except in self-defense;
- 4) for treatment that is educational, experimental or investigational in nature or that does not constitute accepted medical practice; or
- 5) for treatment by a person employed or retained by the Policyholder
- 6) for treatment involving conditions caused by Repetitive Motion Injuries, or cumulative trauma and not as the result of an Accidental Bodily Injury.

This insurance applies only to Medically Necessary charges and services.

Payment of the Maximum Benefit Amount for Accident Medical Expense is also subject to the following:

Dental Benefit Amount

If, due to Accidental Bodily Injury, an Insured Person requires dental care and treatment, then Our payment for such treatment will not exceed the Dental Benefit Amount, shown in Section IV-C of the Schedule of Benefits.

Physical Therapy Benefit Amount

If, due to Accidental Bodily Injury, an Insured Person is not Hospital confined and requires diathermy, ultrasonic, whirlpool or heat treatment, adjustment, manipulation, massage or any form of physical therapy and the office visit associated with such therapy, then Our payment for such therapy will not exceed the Physical Therapy Benefit Amount, shown in Section IV-C of the Schedule of Benefits.

Orthopedic Appliance Benefit Amount

If, due to Accidental Bodily Injury, an Insured Person is not Hospital confined and requires orthopedic appliances or braces, then Our payment for such appliances or braces will not exceed the Orthopedic Appliance Benefit Amount, shown in Section IV-C of the Schedule of Benefits.

Exclusions:

Coverage is subject to policy exclusions, special conditions and limitations including, but not limited to:

- Disease or Illness
- Suicide or Intentional Injury
- Incarceration
- War
- Service in the Armed Forces
- Specialized Activation
- Owned Aircraft, Lease Aircraft or Operated Aircraft
- Aircraft Pilot or Crew
- Narcotic
- Intoxication
- Trade Sanctions

Extensions:

Disappearance - If an Insured person has not been found within one year of the disappearance, stranding or wrecking of any conveyance in which the insured was an occupant at the time of the accident, then it will be assumed, subject to all other terms and conditions, that an insured has suffered a loss of life under the policy.

Exposure - If as the result of an accident causes an insured to be unavoidably exposed to the elements and as a result of the exposure there is a loss, then such loss will be covered under the policy.

Agency Bill Payment Options

We sincerely appreciate the opportunity to service your insurance needs. We believe good credit relationships are established by making our clients aware in advance of the terms of our payment procedures.

OUR BASIC PAYMENT PLAN IS THAT ALL PAYMENTS ARE DUE ON OR BEFORE THE EFFECTIVE DATE OF COVERAGE. THERE ARE THREE METHODS OF PAYMENT AVAILABLE:

-CASH ON EFFECTIVE DATE
-PREMIUM FINANCING BY A PREMIUM FINANCE COMPANY
-INSURANCE COMPANY PAYMENT PLAN, IF AVAILABLE

Please note that USI Insurance Services LLC and its subsidiaries and affiliates do not provide customer financing.

In some instances, you will receive invoices covering additions or changes to your coverage, endorsements. These invoices are payable upon receipt. You will receive a monthly statement of your account as a reminder as we realize that it is occasionally possible to miss a payment through oversight. Accounts with payments past due are subject to cancellation for non-payment. This is a serious situation as your insurer may refuse to reinstate coverage even if payment is made later. Accounts are subject, but not limited to, reasonable attorney fees, interest, collection fees and/or court costs incurred in connection with collection of past due balances.

PAYMENTS: Please remember to return the remittance copy of the invoice with your payment in the provided envelope. Otherwise, all payments will be applied to your oldest balance or left as unapplied if we cannot identify the applicable invoice being paid.

CREDITS: Credit invoices may be applied against other invoices due us. Please indicate in your remittance or contact us as to where to apply credit invoices on your account.

These payment procedures will apply for any and all policy renewals or future business written.

If you have any questions concerning our payment procedures or any other matters pertaining to account payments, please contact your insurance representative.

USI Disclosures

Direct Bill DISCLOSURE: The Insurance Company operates independently for the financing of your insurance premium. Your agreement to finance this premium is directly with the insurance company and not USI Insurance Services.

If payment is not received by the due date, the insurance company could cancel your insurance policy(s) for non-payment of premium. The insurance company has the right to honor the cancellation date and **NOT** offer reinstatement or rewrite the insurance coverage.

We are not in a position to make monthly reminders or verify that your payment was received. Please take the necessary action to avoid possible cancellation of your insurance policy(s) which you are paying directly to the insurance company.

Surplus Lines DISCLOSURE: Insurance is issued pursuant to the Surplus Lines Laws. Persons insured by Surplus Lines Carriers do not have the protection of the Insurance Guaranty Act to the extent of any right of recovery for the obligation of an insolvent unlicensed insurer. Surplus Lines policies that are subject to audit provide for additional premium charges, but may not allow for return premium.

Information Concerning Our Fees: As a licensed insurance producer, USI is authorized to confer with or advise our clients and prospective clients concerning substantive benefits, terms or conditions of insurance contracts, to sell insurance and to obtain insurance coverages for our clients. You have agreed to pay compensation to USI, for the placement of insurance, pursuant to a written agreement. We may also receive from insurers and insurance intermediaries (which may include USI affiliated companies) additional compensation (monetary and non-monetary) based in whole or in part on the insurance contract we sell, which is contingent on volume of business and/or profitability of insurance contracts we supply to them and/or other factors pursuant to agreements we may have with them relating to all or part of the business we place with those insurers or through those intermediaries. Some of these agreements with insurers and/or intermediaries include financial incentives for USI to grow its business or otherwise strengthen the distribution relationship with the insurer or intermediary. Such agreements may be in effect with one or more of the insurers with whom your insurance is placed, or with the insurance intermediary we use to place your insurance. You may obtain information about the nature and source of such compensation expected to be received by us, and, if applicable, compensation expected to be received on any alternative quotes pertinent to your placement upon your request.

Reviewing Client Contracts DISCLOSURE: As a service to our clients, upon their request, USI will review those portions of your contract regarding the insurance and indemnity requirements as they relate to your insurance program and provide comments and/or recommendations based upon such review. This service should not be taken as legal advice and it does not replace the need for review by the insured's own legal counsel.

USI Privacy Notice

Our Privacy Promise to You

USI provides this notice to you, our customer, so that you will know what we will do with the personal information, personal financial and health information (collectively referred to as the “protected information”) that we may receive from you directly or receive from your health care provider or receive from another source that you have authorized to send us your protected information. We at USI are concerned about your privacy and assure you that we will do what is required of us to safeguard your protected information.

What types of information will we be collecting?

USI collects information from you required both for our business and pursuant to regulatory requirements. Without it, we cannot provide our products and services for you. We will be collected protected information about you from:

- Applications or other forms, such as name, address, Social Security number, assets and income, employment status and dependent information;
- Your transactions with us or your transactions with others, such as account activity, payment history, and products and services purchased;
- Consumer reporting agencies, such as credit relationships and credit history. These agencies may retain their reports and share them with others who use their services;
- Other individuals, businesses and agencies, such as medical and demographic information; and
- Visitors to our websites, such as information from on-line forms, site visitorship data and on-line information collection devices, commonly called “cookies.”

What will we do with your protected information?

The information USI gathers is shared within our company to help us maximize the services we can provide to our customers. We will only disclose your protected information as is necessary for us to provide the insurance products and services you expect from us. USI does not sell your protected information to third parties, nor does it sell or share customer lists.

We may also disclose all of the information described above to third parties with which we contract for services. In addition, we may disclose your protected information to medical care institutions or medical professionals, insurance regulatory authorities, law enforcement or other government authorities, or to affiliated or nonaffiliated third parties as is reasonably necessary to conduct our business or as otherwise permitted by law.

Our Security Procedures

At USI, we have put in place the highest measures to ensure the security and confidentiality of customer information. We will handle the protected information we receive by restricting access to the protected information about you to those employees and agents of ours who need to know that information to provide you with our products or services or to otherwise conduct our business, including actuarial or research studies. Our computer database has multiple levels of security to protect against threats or hazards to the integrity of customer records, and to protect against unauthorized access to records that may harm or inconvenience our customers. We maintain physical, electronic, and procedural safeguards that comply with federal and state regulations to safeguard all of your protected information.

Our Legal Use of Information

We retain the right to use ideas, concepts, know-how, or techniques contained in any nonpublic personal information you provide to us for our own purposes, including developing and marketing products and services.

Your Right to Review Your Records

You have the right to review the protected information about you relating to any insurance or annuity product issued by us that we could reasonably locate and retrieve. You may also request that we correct, amend or delete any inaccurate information by writing to us at the above address.

Insurance Carrier Ratings

As a service to our clients, USI is furnishing an assessment by a financial rating service of the insurance companies included in our proposal. We are including the legends used by this service.

All ratings are subject to periodic review, therefore, it is important to obtain updated ratings from each service. Should you desire further information concerning the financial statements of any of the insurance companies being proposed, so that you can make your own assessment of the financial strength of the companies being offered, it is available from USI at your request.

USI has made no attempt to determine independently the financial capacity of the insurance companies that we are including in our proposal as we believe the nationally recognized services are better equipped to comment.

A. M. BEST RATINGS

A++ & A+	Superior	D	Poor
A & A-	Excellent	E	Under Regulatory Supervision
B++ & B+	Good	F	In Liquidation
B & B-	Fair	S	Rating Suspended
C++ & C+	Marginal	NR	Not Rated

FINANCIAL SIZE CATEGORY

(In \$ Thousands)

Class I	Less than		1,000
Class II	1,000	to	2,000
Class III	2,000	to	5,000
Class IV	5,000	to	10,000
Class V	10,000	to	25,000
Class VI	25,000	to	50,000
Class VII	50,000	to	100,000
Class VIII	100,000	to	250,000
Class IX	250,000	to	500,000
Class X	500,000	to	750,000
Class XI	750,000	to	1,000,000
Class XII	1,000,000	to	1,250,000
Class XIII	1,250,000	to	1,500,000
Class XIV	1,500,000	to	2,000,000
Class XV	2,000,000	to	or greater

RATING "NOT ASSIGNED" CLASSIFICATIONS

NR-1 Insufficient Data

NR-3 Rating Procedure Inapplicable

NR-5 Not Formally Followed

NR-2 Insufficient Size and/or Operating Experience

NR-4 Company Request

Surplus Lines Notice

- 1. THE INSURANCE POLICY THAT YOU ARE APPLYING TO PURCHASE IS BEING ISSUED BY AN INSURER THAT IS NOT LICENSED BY THE STATE OF CALIFORNIA. THESE COMPANIES ARE CALLED “NONADMITTED” OR “SURPLUS LINE” INSURERS.**
- 2. THE INSURER IS NOT SUBJECT TO THE FINANCIAL SOLVENCY REGULATION AND ENFORCEMENT THAT APPLY TO CALIFORNIA LICENSED INSURERS.**
- 3. THE INSURER DOES NOT PARTICIPATE IN ANY OF THE INSURANCE GUARANTEE FUNDS CREATED BY CALIFORNIA LAW. THEREFORE, THESE FUNDS WILL NOT PAY YOUR CLAIMS OR PROTECT YOUR ASSETS IF THE INSURER BECOMES INSOLVENT AND IS UNABLE TO MAKE PAYMENTS AS PROMISED.**
- 4. THE INSURER SHOULD BE LICENSED EITHER AS A FOREIGN INSURER IN ANOTHER STATE IN THE UNITED STATES OR AS A NON-UNITED STATES (ALIEN) INSURER. YOU SHOULD ASK QUESTIONS OF YOUR INSURANCE AGENT, BROKER, OR “SURPLUS LINE” BROKER OR CONTACT THE CALIFORNIA DEPARTMENT OF INSURANCE AT THE FOLLOWING TOLL-FREE TELEPHONE NUMBER: 1-800-927-4357 OR INTERNET WEB SITE WWW.INSURANCE.CA.GOV. ASK WHETHER OR NOT THE INSURER IS LICENSED AS A FOREIGN OR NON-UNITED STATES (ALIEN) INSURER AND FOR ADDITIONAL INFORMATION ABOUT THE INSURER. YOU MAY ALSO CONTACT THE NAIC’S INTERNET WEB SITE AT WWW.NAIC.ORG.**
- 5. FOREIGN INSURERS SHOULD BE LICENSED BY A STATE IN THE UNITED STATES AND YOU MAY CONTACT THAT STATE’S DEPARTMENT OF INSURANCE TO OBTAIN MORE INFORMATION ABOUT THAT INSURER.**
- 6. FOR NON-UNITED STATES (ALIEN) INSURERS, THE INSURER SHOULD BE LICENSED BY A COUNTRY OUTSIDE OF THE UNITED STATES AND SHOULD BE ON THE NAIC’S INTERNATIONAL INSURERS DEPARTMENT (IID) LISTING OF APPROVED NONADMITTED NON-**

UNITED STATES INSURERS. ASK YOUR AGENT, BROKER, OR "SURPLUS LINE" BROKER TO OBTAIN MORE INFORMATION ABOUT THAT INSURER.

7. CALIFORNIA MAINTAINS A LIST OF APPROVED SURPLUS LINE INSURERS. ASK YOUR AGENT OR BROKER IF THE INSURER IS ON THAT LIST, OR VIEW THAT LIST AT THE INTERNET WEB SITE OF THE CALIFORNIA DEPARTMENT OF INSURANCE: WWW.INSURANCE.CA.GOV.

8. IF YOU, AS THE APPLICANT, REQUIRED THAT THE INSURANCE POLICY YOU HAVE PURCHASED BE BOUND IMMEDIATELY, EITHER BECAUSE EXISTING COVERAGE WAS GOING TO LAPSE WITHIN TWO BUSINESS DAYS OR BECAUSE YOU WERE REQUIRED TO HAVE COVERAGE WITHIN TWO BUSINESS DAYS, AND YOU DID NOT RECEIVE THIS DISCLOSURE FORM AND A REQUEST FOR YOUR SIGNATURE UNTIL AFTER COVERAGE BECAME EFFECTIVE, YOU HAVE THE RIGHT TO CANCEL THIS POLICY WITHIN FIVE DAYS OF RECEIVING THIS DISCLOSURE. IF YOU CANCEL COVERAGE, THE PREMIUM WILL BE PRORATED AND ANY BROKER'S FEE CHARGED FOR THIS INSURANCE WILL BE RETURNED TO YOU.

Date: 6/28/2023

Insured: Ryan Hinchman

D-1 (Effective January 1, 2017)

22-J-S-087 BIKE PARKING STATION COST PROPOSAL FORM

Section A- Staffed Facility *

Annual compensation for the staffed facility located at 4th and King in San Francisco should include the fully burdened labor rates, overhead, utilities, equipment and supplies needed to operate the facility. Rent of the facility will be provided at no charge to the Contractor.

Proposed Annual Cost for Initial Base Five (5) Year Term	
	Proposed Annual Cost **
Base Term - Year One	\$ 158,268
Base Term - Year Two	\$ 151,504
Base Term - Year Three	\$ 149,708
Base Term - Year Four	\$ 149,096
Base Term - Year Five	\$ 147,801
TOTAL FOR FIVE-YEAR TERM	\$ 756,377

** Programwide staff expenses are included in staffed facility section*

*** Caltrain participates in 50% share of gross profit + other business ventures exceeding \$150,000 annual (minus additional staffing expense from projected totals)*

Section B- Unstaffed Facility *

Annual compensation for the proposed unstaffed facilities (up to 8) shall include the fully burdened labor rates, overhead, equipment and supplies to operate the facility. Rent of the facilities will be provided at no charge to the Contractor. Caltrain will pay for utilities at unstaffed facilities.

Proposed Annual Cost for Initial Base Five (5) Year Term	
	Proposed Annual Cost
Base Term- Year One	\$ 11,298
Base Term- Year Two	\$ 11,715
Base Term- Year Three	\$ 12,148
Base Term- Year Four	\$ 12,597
Base Term- Year Five	\$ 13,064
TOTAL FOR FIVE-YEAR TERM	\$ 60,822

** Quoted price for one unstaffed facility. Discounted rates for additional facilities (see OpEx tab for details)*

GRAND TOTAL FOR FIVE-YEAR TERM	\$ 817,200
---------------------------------------	-------------------

Prepared By	Adam Shapiro
Title	COO
Company	BikeHub
Date	May 23, 2023

CAPITAL EXPENSES (CAPEX) TEMPLATE

MODULAR STRUCTURE *

CAPACITY 42: 30 STANDARD, 12 OVERSIZED

Components	Unit Cost	Qty	Subtotal	Tax	Labor	Total
Startup and Project Management	\$38,000	1	\$38,000	\$4,085		\$42,085
Structure	\$62,514	1	\$62,514	\$6,720	\$17,500	\$86,734
Concrete pad (parts+labor)**						
Kiosk	\$24,000	1	\$33,000	\$3,548	\$4,000	\$40,548
Cameras	\$2,000	1	\$2,000	\$215	\$1,700	\$3,915
Reinforced door	\$800	1	\$800	\$86	\$700	\$1,586
Paint / Signage	\$1,400	1	\$1,400	\$151	\$1,100	\$2,651
Upright rack	\$222	30	\$6,659	\$716		\$7,374
Inverted U rack (2-bike)	\$179	6	\$1,076	\$116		\$1,192
Bike Rack installation					\$8,800	\$8,800
Transport / Storage	\$7,125	1	\$7,125	\$766		\$7,891
Amenities (pump, etc)	\$1,100	1	\$1,100	\$118	\$200	\$1,418
TOTAL						\$204,194

* Financial model only, based on California Ave. Actual cost will vary by space constraints, desired capacity, and selected hardware.

**Concrete pad not Included in Total. Depending on location, concrete pad may be required.

EXISTING STRUCTURE *

CAPACITY 38: 24 STANDARD, 14 OVERSIZED

Components	Unit Cost	Qty	Subtotal	Tax	Labor	Total
Startup and Project Management	\$30,400	1	\$30,400	\$3,268		\$33,668
Demo + Deferred maintenance	\$10,000	1	\$10,000	\$1,075	\$7,000	\$18,075
Kiosk	\$24,000	1	\$33,000	\$3,548	\$4,000	\$40,548
Cameras	\$2,000	1	\$2,000	\$215	\$1,700	\$3,915
Reinforced, electrified door	\$1,200	1	\$1,200	\$129	\$1,400	\$2,729
Signage	\$1,400	1	\$1,400	\$151	\$1,100	\$2,651
Paint	\$600	1	\$600	\$65	\$3,800	\$4,465
Double-Decker rack (4-bike)	\$3,395	6	\$20,369	\$2,190		\$22,558
Inverted U rack (2-bike)	\$222	7	\$1,554	\$167		\$1,721
Bike Rack installation			\$0	\$0	\$8,800	\$8,800
Transport / Storage	\$5,700	1	\$5,700	\$613		\$6,313
Amenities (pump, etc)	\$1,100	1	\$1,100	\$118	\$200	\$1,418
TOTAL						\$146,860

* Financial model only, based on Menlo Park North. Actual cost will vary by space constraints, desired capacity, and selected hardware.

UNDER TRACKWAY *

CAPACITY 86: 68 STANDARD, 18 OVERSIZED

Components	Unit Cost	Qty	Subtotal	Tax	Labor	Total
Startup and Project Management	\$38,000	1	\$38,000	\$4,085		\$42,085
Walls/Fencing	\$59,478	1	\$59,478	\$6,394	\$20,000	\$85,872
Reinforced, electrified door	\$7,234	1	\$7,234	\$778	\$0	\$8,011
Concrete pad (parts+labor)**						
Lighting improvements**	\$380	8	\$3,040	\$327	\$5,800	\$9,167
Kiosk	\$24,000	1	\$33,000	\$3,548	\$4,000	\$40,548
Cameras	\$2,000	1	\$2,000	\$215	\$1,700	\$3,915
Signage	\$1,400	1	\$1,400	\$151	\$1,100	\$2,651
Double-Decker rack (4-bike)	\$3,395	9	\$30,553	\$3,284		\$33,838
Upright rack w/tire stop (1-bike)	\$222	32	\$7,102	\$764		\$7,866
Inverted U rack (2-bike)	\$179	9	\$1,615	\$174		\$1,788
Bike Rack installation			\$0	\$0	\$13,200	\$13,200

Transport / Storage	\$5,700	1	\$5,700	\$613		\$6,313
Amenities (pump, etc)	\$1,100	1	\$1,100	\$118	\$200	\$1,418
TOTAL						\$256,671

* Financial model only, based on Belmont. Actual cost will vary by space constraints, desired capacity, and selected hardware.

**Concrete pad not Included in Total. Depending on location, concrete pad may be required.

Project Management	Modular	Existing	Trackway
Participate in project planning phase	X	X	X
Lead meetings and provide minutes	X	X	X
Project Scheduling	X	X	X
Project Budget	X	X	X
Bike elements: Purchasing and Logistics	X	X	X
Coordinate signage and/or painting	X	X	X
Coordinate installation of bike parking elements	X	X	X
Coordinate installation of kiosk and entry hardware	X	X	X
Coordinate installation of fencing / security upgrades		X	X

4th AND KING + PROGRAMWIDE FINANCIALS (PAST ACTUALS + PROJECTIONS)

PAST FINANCIALS

	2017	2018	2019	2020	2021	2022
Costs						
Payroll	88,784	100,978	107,613	89,306	116,313	125,974
Fringe Benefits	13,895	9,497	9,154	12,044	11,326	14,312
Other Direct Expenses	20,451	19,815	20,787	21,257	19,089	25,542
Overhead	37,917	35,000	35,000	35,000	35,000	35,000
Profit	-	-	-	-	-	-
Total Costs	161,047	165,291	172,554	157,608	181,728	200,828
Gross Profit	76,556	92,857	118,082	51,481	60,373	72,386
Total Funding Needed	84,491	72,434	54,472	106,126	121,355	128,442
Total Funding per Month	7,041	6,036	4,539	8,844	10,113	10,704

FORECASTED FINANCIALS

	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Costs						
Payroll *	172,436	179,333	186,506	193,967	201,725	933,967
Fringe Benefits	20,424	21,241	22,090	22,974	23,893	110,622
Other Direct Expenses	25,765	26,796	27,868	28,983	30,142	139,554
Overhead	29,884	31,080	32,323	33,616	34,961	161,863
Profit	-	-	-	-	-	0
Total Costs	248,509	258,450	268,788	279,539	290,721	1,346,006

* Programwide staff expenses are included in Payroll

PROJECTION
BASE

Gross Profit	90,241	106,945	119,080	130,443	142,920
Total Funding Needed **	158,268	151,504	149,708	149,096	147,801
Total Funding per Month	13,189	12,625	12,476	12,425	12,317

PROJECTION
+30%

Gross Profit	117,313	139,029	154,804	169,575	185,796
Total Funding Needed **	158,268	151,504	147,306	139,309	129,903
Total Funding per Month	13,189	12,625	12,275	11,609	10,825

PROJECTION
+50%

Gross Profit	135,362	160,418	178,620	195,664	214,380
Total Funding Needed **	-104,124	146,295	132,996	116,477	97,713
Total Funding per Month	-8,677	12,191	11,083	9,706	8,143

** Caltrain participates in 50% share of gross profit + other business ventures exceeding \$150,000 annual (minus additional staffing expense from projected totals)

Lease Approval and Summary Sheet

-
-
1. Grantor/Licensor, etc. Peninsula Corridor Joint Powers Board
 2. Grantee/Licensee, etc. BikeHub, Inc.
 3. Rental Rate/Payment _____
 4. Rent Adjustments _____
(If appropriate)
 5. Security Deposit _____
(If appropriate)
 6. Term/Termination _____
(Month to Month, Fixed Term, etc.)
 7. Permitted Uses Bicycle Parking Station Facility

Comments: _____

This Summary is provided for convenience only, and is qualified by the specific terms and conditions of the Lease that will control any conflict between this Summary and the terms of the Lease.

COMMERCIAL LEASE

THIS COMMERCIAL LEASE (“Lease”) is entered on September 1, 2023 (“Effective Date”), by and between the Peninsula Corridor Joint Powers Board located at 1250 San Carlos Avenue, San Carlos, CA 94070 (“Agency”) and BikeHub, Inc., a California corporation located at 1522 Park Street, Alameda, CA 94501 (“Lessee”).

1. Facility.

Subject to the terms and conditions set forth herein, Agency hereby leases to Lessee, and Lessee leases from Agency, the real property and any improvements thereon located in the City and County of San Francisco, State of California, which consists of an approximately 1500 s.f. building as well as an approximately 7’ wide area running the width of the 4th Street side of the building (the “Display Area”) (collectively “Facility”) as depicted in Exhibit A, which is attached hereto and incorporated herein by this reference.

2. Effective Date.

Agency and Lessee have entered into **Agreement 22-J-S-087** for the operation of the Facility (“Agreement”). This Lease will take effect on the Effective Date and supersedes any prior lease existing between the parties or their predecessors.

3. Term.

The base term for this lease will be five (5) years (“Lease Term”) from the Effective Date, unless sooner terminated as provided herein. It is intended that the Lease Term be coincident with the term of the Agreement. Accordingly, in the event Agency exercises its option(s) to extend the Agreement, this Lease shall also be extended for an identical period.

This Lease is terminable by Agency without cause on 30 days’ advance written notice and shall automatically terminate upon the expiration or termination of the Agreement.

4. Termination for Transit Activities.

Lessee acknowledges that it takes this Lease with the express knowledge that Agency may conduct Transit Activities (defined below) on, around, under or over the Facility. Transit Activities include, but are not limited to, any activities relating to the study, design, development, construction, maintenance, operation, mapping, testing, or surveying of transportation systems (collectively “Transit Activities”). In the event Agency determines that it needs to obtain possession of all or a portion of the Facility, or needs to place restrictions on Lessee’s use of the Facility, Agency will give Lessee thirty (30) days’ notice prior to the date Lessee must vacate the Facility, a portion of the Facility or restrict the Permitted Use (“Surrender Date”). If Agency only uses a portion of the Facility, this Lease will continue in full force except that Rent will be reduced in proportion by such part of the Facility rendered unusable by Lessee for the conduct of its business; provided, however, that the entire Facility will be deemed unusable if the extent and nature of the transit activities substantially impairs Lessee’s use of the balance of the Facility and this Lease will terminate. If Agency requires the entire Facility or its

Transit Activities substantially impairs Lessee's Permitted Use, on or before the Surrender Date, Lessee must peaceably surrender possession of the Facility and this Lease will be deemed terminated except for those terms intended to survive termination. LESSEE HEREBY EXPRESSLY WAIVES ANY RIGHT IT MAY HAVE TO RECEIVE BENEFITS UNDER FEDERAL AND STATE UNIFORM RELOCATION ACTS (UNITED STATES CODE TITLE 42, SECTION 4601 *ET SEQ.*; CALIFORNIA GOVERNMENT CODE SECTION 7260 *ET SEQ.*) AS A RESULT OF AGENCY'S USE OR POSSESSION OF ANY PORTION OF THE PREMISES.

Lessee

5. Use.

The Facility may be used by Lessee solely and exclusively for the operations of the Caltrain Bicycle Parking Station Facility, as described in the Agreement for Services for Agreement No. 22-J-S-087 ("Permitted Uses"). Lessee may place temporary banner signage in visible locations on the building to advertise sales and special promotional events, subject to prior approval by Agency. Lessee may display not more than 15 bicycles in the Display Area. Lessee may place garbage and recycling bins on Fourth St. side of building. Lessee may not use the Facility for any other use other than the Permitted Use without Agency's prior written consent, which consent may be withheld by Agency in its sole discretion.

(a) Restrictions on Use.

Lessee may not permit any damage, nuisance or waste on the Facility; nor permit to be placed upon the Facility any gasoline, diesel fuel, oil, other petroleum products, or any hazardous or explosive material, waste or substance, except for the products that are normally used or associated with bicycle repairs and maintenance, subject to the provisions of Section 18 or any applicable health and safety laws and written consent of the Agency.

(b) Regulatory Approvals.

Lessee, at Lessee's sole expense, will arrange for the filing of any map required under any subdivision map act and of any environmental study required, or other requirements imposed by any governmental body having jurisdiction over the Facility or Permitted Use. Agency may terminate this Lease if any governmental body seeks to impose any condition on approval of Lessee's use of the Facility that will affect the Facility after termination of this Lease or that will affect any other property of Agency. Lessee must pay all costs and expenses associated with any conditions imposed on approval by any such governmental body.

(c) Compliance with Laws.

Lessee, at Lessee's expense, will at all times during the Lease Term comply with all applicable laws, regulations, rules and orders with respect to Lessee's use and/or improvement of the Facility, regardless of their effective date, including, without limitation, those relating to construction, grading, signage, health, disability accommodation (including the Americans with Disabilities Act), safety, noise, environmental protection, waste disposal, and water and air

quality. Lessee will furnish satisfactory evidence of such compliance upon request of Agency.

(d) Prior Rights.

This Lease is made subject to all licenses, leases, easements, restrictions, conditions, covenants, encumbrances, liens, and claims of title that may affect Facility in effect as of the Effective Date of the Lease. The word "Lease" may not be construed as a covenant against the existence of any of these.

6. Condition of Facility.

(a) "AS IS" Rental.

Agency leases the Facility to Lessee on an "AS IS" with all faults basis, and Lessee acknowledges that Agency has made no representations of any kind in connection with soils, improvements, or physical conditions on the Facility, or bearing on Lessee's use of the Facility, whether express or implied.

(b) Inspections.

Lessee is solely responsible for conducting any inspections it may deem necessary or appropriate in determining whether to enter this Lease. Prior to the Effective Date, Lessee may examine and inspect all matters with respect to taxes, operating expenses, insurance costs, bonds, permissible uses, historical uses, zoning, covenants, conditions and restrictions and all other matters which in Lessee's judgment might bear upon the value and suitability of the Facility for Lessee's purposes or Lessee's willingness to enter into this Lease. Lessee acknowledges that Agency has made no representations and warranties regarding these matters, whether express or implied, and that Lessee has relied on its own inspections and examinations in entering into this Lease. As of the Effective Date, Lessee will be deemed fully satisfied with the results of all of the inspections and examinations contemplated in this Section 6 and Lessee be deemed to have accept the Facility "AS IS" with all faults.

7. Rent.

Lessee is being provided use of the Facility in exchange for its services under the Agreement. No rent is due under this Lease.

8. Rental Adjustments.

Intentionally Omitted.

9. Security Deposit.

Intentionally Omitted.

10. Taxes.

Lessee shall pay, before they become delinquent, all taxes, charges, and assessments that are levied upon or assessed against any improvement or personal property placed upon the

Facility by Lessee. Lessee shall pay, before they become delinquent, any and all property taxes and/or possessory interest taxes, assessments and/or supplemental taxes which are levied or assessed by any government entity on the Facility or Lessee's possession and/or use thereof. In addition to the taxes and assessments specified above, Lessee shall pay to Agency any privilege, sales, gross income or other tax (but not including federal or state income tax) imposed upon the Rent by any government entity.

11. Notices.

All notices, payments, or other communications by either party to the other under this Lease shall be in writing and shall be deemed to have been given or made on the date of service if served personally or on the second business day after mailing if mailed to the party to which notice is to be given by first class mail, postage prepaid and properly addressed as follows:

To Agency: Peninsula Corridor Joint Powers Board
1250 San Carlos Avenue
San Carlos, CA 94070
Attention: Board Secretary

To Lessee: BikeHub
1522 Park Street
Alameda CA 94501
Attention: Adam Shapiro

Either party may change its address by providing written notice to the other as provided herein.

12. Alterations.

It is anticipated that Agency shall undertake any improvements needed to facilitate the operations of Lessee under the Agreement. Therefore, Lessee shall not make or suffer to be made any alterations, additions or improvements (collectively "Alterations") in, on, or to the Facility without the prior written consent of Agency, which consent shall not be unreasonably withheld or delayed. Any Alterations Lessee is permitted to make shall be made by Lessee at Lessee's sole cost and expense except as the parties may otherwise expressly agree in writing. Prior to commencement of construction of the Alterations, Lessee shall deliver to Agency, and obtain Agency's approval of, a detailed construction plan for the Alterations, which approval shall not be unreasonably withheld or delayed. Prior to commencement of construction, Lessee shall also obtain and deliver to Agency copies of all city, county, and/or other regulatory permits required for construction of the Alterations. Lessee shall keep the Facility free and clear of all liens of any kind. Lessee shall give Agency at least 10 days' prior written notice of commencement of any work on Alterations, so that Agency may post appropriate notices of non-responsibility, and Lessee hereby grants permission to Agency to enter onto the Facility for that purpose. Lessee, at its cost, shall provide to Agency a performance bond equal to 100% of the total estimated cost of any proposed Alterations prior to commencement of work thereon. All work on Alterations shall be performed in a worker-like manner and shall comply with all applicable governmental permits, laws, ordinances and regulations, including, but not limited to,

any procedures promulgated by Agency. All work on Alterations shall be completed by contractors licensed in the State of California who shall have in place prior to commencement of work the policies of insurance satisfactory to Agency, as evidenced by a certificate of insurance delivered to and approved by Agency. Agency shall have the right to enter onto the Facility and to inspect construction of the Alterations during construction. All Alterations and fixtures, whether temporary or permanent in character, made in or upon or added to the Facility by Lessee shall be Agency's property at the end of the Lease Term without compensation to Lessee, subject to the provisions of Section 25 below.

13. Option to Renew.

Subject to the terms and conditions set forth in this Section, Agency hereby is granted the right and option ("Renewal Option") to extend the term of this Lease for five additional one-year term(s) ("Renewal Term(s)"), in conjunction with any extension of the term of the Agreement. Lessee shall exercise the Renewal Option, in the same manner as provided in the Agreement for the exercise of the option(s) under the Agreement.

14. Utilities.

Lessee shall arrange and pay for all utilities, if any, including without limitation, water, electric, gas, garbage, communications and sewer services to be used in connection with this Lease. If Agency is required to contract with a utility to provide access for service to Lessee at the Facility for Lessee's sole use, Lessee shall pay to Agency the sum of \$200.00 upon receipt of a bill therefor from Agency in order to partially defray administrative costs.

15. Maintenance and Repair.

Lessee shall keep the Facility, including any improvements located thereon, in safe condition and in good order, condition and repair at all times during the Lease Term at Lessee's sole cost and expense. Lessee shall, at Lessee's sole expense, repair any area damaged by Lessee, Lessee's agents, employees and visitors. Lessee acknowledges that Agency is under no duty to repair or make improvements to the Facility. If Lessee fails to perform Lessee's obligations under this Section 15, Agency may enter upon the Facility after 10 days prior written notice to Lessee (except in the case of an emergency, in which case no notice shall be required) and perform such obligations on Lessee's behalf and expense as provided in Section 24(a) of this Lease. At the end of the Lease Term, Lessee shall surrender the Facility to Agency in the same condition as when received, ordinary wear and tear excepted. Agency shall provide capital maintenance and repairs to the building including roof repairs and repairs of broken windows and removal of graffiti, provided that such repairs were not necessitated by damage caused by the Lessee, Lessee's agents, employees or visitors.

16. Liens.

Lessee shall not permit any mechanics' or materialmen's liens, stop orders or other liens (collectively, "Liens") to be filed against the Facility nor against Lessee's leasehold interest therein by reason of labor or materials furnished to the Facility at Lessee's instance or request. If any such liens are filed against the Facility, Lessee shall cause the same to be discharged of record either by payment of the claim or by posting and recording the bond contemplated by

California Civil Code Section 8000 *et seq.*, within 20 days after demand by Agency. Lessee shall indemnify, hold harmless, and defend Agency from and against any such liens.

17. Indemnification.

Lessee shall indemnify, defend and hold harmless Agency, the San Mateo County Transit District, the City and County of San Francisco, the Santa Clara Valley Transportation Authority, TransitAmerica Services, Inc. (TASI) or successor Operator of Record, the Union Pacific Railroad Company, and their respective directors, officers, employees, agents, contractors, any other person acting on Agency's behalf, and their successors and assignees, as they now or as they may hereafter be constituted, singly, jointly or severally (collectively, "Indemnitees") from and against any and all liabilities, penalties, losses, damages, costs, loss of rent, expenses, demands, causes of action, claims or judgments (collectively, "Liabilities") arising out of or in connection with (a) the use, maintenance, occupation, alteration, or improvement of the Facility by Lessee, (b) any act, omission or neglect of Lessee, Lessee's officers, employees, agents, servants, sublessees, concessionaires, contractors or visitors, and/or (c) any breach or default by Lessee of any of the terms, covenants or conditions of this Lease; provided, however that with respect to any Liability under sub-sections (a) and/or (b) above, Lessee shall not be obligated to indemnify any Indemnitee for any Liability caused by the gross negligence or willful misconduct of that Indemnitee. The duty to defend established herein shall include payment of all legal costs and charges, including reasonable attorney's fees, and shall remain in effect notwithstanding any claim of gross negligence or willful misconduct by Lessee against any Indemnitee. Lessee waives any and all rights to any type of express or implied indemnity against Agency, its directors, officers or employees. The provisions of this Section shall survive the expiration or termination of this Lease.

18. Environmental Impairment.

The term "Hazardous Materials" shall mean any substance or material that is designated defined or described as a "hazardous materials," "hazardous substances," "hazardous wastes," "toxic substances," or "toxic waste" in or under any federal, state or local law, rule or regulation, whether in effect now or enacted in the future (collectively "Hazardous Materials"). The term "Hazardous Materials Release" shall mean the use, disposal, presence or release of Hazardous Materials from, in, on or under the Property, unless such use, disposal, presence or release was conducted in compliance with all applicable laws, rules and regulations and it will not create any liability for Agency now or in the future, or it has been explicitly approved in writing by Agency.

If Lessee knows of any Hazardous Materials Release in, on, under or about the Facility during the Term, Lessee shall immediately give Agency written notice thereof, together with a copy of any statement, report, notice, registration, application, permit, business plan, license, claim, action or proceeding given to, or received by Lessee from, any governmental authority or private party concerning said Hazardous Materials Release.

Should any Hazardous Materials Release occur upon or from the Facility during the Term, Lessee, at Lessee's expense, shall investigate, remove, remediate and otherwise clean all property affected thereby to the satisfaction of Agency (insofar as the property owned or controlled by Agency is concerned) and of any governmental body having jurisdiction thereof.

Lessee shall indemnify, hold harmless, and defend each and all of the Indemnitees from and against all liability, claims, damages, loss, costs and expenses (including, without limitation, any fines, penalties, judgments, litigation costs, attorneys' fees, and consulting, engineering and construction costs) (collectively "Claim") suffered or incurred by such Indemnitees or any of them as a result of Lessee's breach of this Section, or as a result of any Hazardous Materials Release occurring at any time during the term of this Lease, regardless of whether such Claim arises during or after the Lease Term.

The provisions of this Section shall survive the expiration or termination of this Lease.

19. Insurance.

During the term of this Lease, Lessee is required to procure and maintain the same insurance coverages required under the Agreement.

20. Noise Levels Near Railroad Tracks.

Lessee hereby recognizes and acknowledges that railroad tracks may be located on or adjacent to the Facility, and that the operation of trains over the tracks does and shall produce noise levels which may be considered objectionable by Lessee or employees, agents, sublessees, or invitees of Lessee. Therefore, Lessee agrees that no legal action or complaint of any kind whatsoever shall be instituted against Agency on Lessee's behalf as a result of such noise levels including any claims of nuisance or trespass. Lessee shall indemnify and save harmless Agency against any loss, damage, liability or expense either might incur as a result of such action being taken by Lessee's employees, agents, sublessees or invitees.

21. Reservations.

Intentionally Omitted.

22. Mineral Rights.

Agency also reserves for itself and those to whom it grants such right the title and exclusive right to all of the minerals and mineral ores of every kind and character now known to exist or hereafter discovered upon, within or underlying the Facility, or that may be produced therefrom, including, without limiting the generality of the foregoing, all petroleum, oil, natural gas and other hydrocarbon substances and products derived therefrom, together with the exclusive and perpetual right thereto, without, however, the right to use or penetrate the surface of, or to enter upon the Facility within 500 feet of the surface thereof to extricate or remove the same.

23. Default.

(a) Defaults.

The occurrence of any of the following shall constitute a material breach and default ("Default") of this Lease by Lessee:

(1) A failure by Lessee to observe or perform any other provision of this Lease to be observed or performed by Lessee when such failure is not corrected within 10 days after written notice thereof from Agency; or if such failure cannot be cured within this 10 day period, as determined by Agency in its reasonable discretion, if such cure is not commenced within 30 days of Agency's written notice and thereafter diligently pursued to completion;

(2) The abandonment or the vacation of the Facility by Lessee for a period of more than 15 consecutive days;

(3) The happening of any of the following events: (a) the filing or institution by Lessee of any proceeding under the Bankruptcy Act and any amendment thereto, or any other federal or state act now or hereafter relating to the subject of bankruptcy, insolvency, arrangement, reorganization, or other form of debtor relief, (b) the institution or filing of any involuntary proceeding against Lessee under any of the aforementioned laws unless such proceeding is dismissed within 30 days thereafter, (c) an adjudication of bankruptcy or a finding or judgment of insolvency of Lessee, (d) an assignment for the benefit of creditors by Lessee, (e) the levy of a writ of execution of the business of Lessee or the assets of Lessee located on the Facility which is not discharged within 10 days after the date of said levy, or (f) the appointment of a receiver to take possession of any property of Lessee.

(4) The occurrence of a default under the Agreement that is not remedied pursuant to the stated terms of the Agreement.

24. Remedies.

In the event of a Default by Lessee, Agency may, at any time thereafter:

(a) Cure said Default by Lessee at Lessee's expense. Lessee shall, upon demand, immediately reimburse Agency for the cost of such cure together with interest at the Interest Rate from the date of the expenditure therefor by Agency until such reimbursement is received by Agency.

(b) Maintain Lessee's right to possession in which case this Lease shall continue in effect whether or not Lessee shall have vacated or abandoned the Facility, in which event Agency shall be entitled to enforce all of Agency's rights and remedies under this Lease. Acts of maintenance or preservation, efforts to re-let the Facility, or the appointment of a receiver upon the initiative of Agency to protect Agency's interest under this Lease shall not constitute a termination of Lessee's right to possession. No act by Agency other than giving written notice to Lessee will terminate this Lease.

(c) Terminate Lessee's right to possession of the Facility by any lawful means, in which case this Lease shall terminate and Lessee shall immediately surrender possession of the Facility to Agency. In such event Agency shall be entitled to recover from Lessee the sum of all amounts set forth in California Civil Code Section 1951.2(a), including without limitation, all damages incurred by Agency by reason of Lessee's default including, without limitation, the cost of recovering possession of the Facility, and expenses of re-letting such as renovation of the Facility and real estate commissions and finder's fees actually paid for

such re-letting. The "worth at the time of award" shall be computed in the manner provided in California Civil Code Section 1951.2(b) or its successor statute.

(d) Pursue any other remedy now or hereafter available to Agency under the laws of California.

Termination of this Lease under this section or for any reason whatsoever shall not release either party from any liability or obligation arising from an event which may have occurred before termination or from actions that, under the express terms of this Lease, must be performed.

25. Surrender of the Facility; Holding Over.

(a) Upon expiration or earlier termination of this Lease, Lessee shall leave the Facility in a neat and clean condition satisfactory to Agency and free of all personal property of Lessee. All repairs, Alterations and/or other improvements made by Lessee shall become the property of Agency, provided that Agency may, by written notice given to Lessee on not less than 10 days prior to the expiration or termination of the Lease, require Lessee to remove any such Alterations and improvements from the Facility and to restore the Facility to their original condition prior to termination of this Lease. If Lessee fails to do so, Agency may perform such removal and restoration work in which case Lessee shall pay Agency within 30 days after demand therefor the cost of removal of such improvements. Agency shall use reasonable diligence on the removal of such improvements.

(b) If Lessee, without Agency's written consent, remains in possession of all or part of the Facility after expiration or earlier termination of this Lease, such occupancy shall be construed to be a tenancy from month-to-month, subject to the terms and conditions of this Lease, except that Rent in the amount of \$8,000 per month shall be due for the period following expiration or termination of the Lease until Lessee vacates the Facility.

26. Condemnation.

If all or part of the Facility is acquired by eminent domain or by purchase in lieu thereof, Lessee shall have no claim to any compensation awarded for the taking of the Facility or any portion thereof, including Lessee's leasehold interest therein or any bonus value of this Lease, or to any compensation paid as severance damages, or for loss of or damage to Lessee's Alterations or improvements, except as may be expressly provided in this Lease.

27. Assignment and Subletting.

Lessee shall not assign, encumber or otherwise transfer its interest in this Lease without the prior written consent of Agency. No transfer, even with Agency's written consent thereto, shall release Lessee from its obligations hereunder. Agency's consent to one transfer shall not constitute its consent to any another transfer, or a waiver of Agency's rights hereunder. Lessee's transferee shall agree in writing to be bound by all of the terms and conditions of this Lease that are to be performed by Lessee. Any purported transfer in violation of this section shall be void and constitute a default hereunder, and at the option of Agency, terminate this Lease.

28. Damage.(a) Scope of Damage.

Lessee shall notify Agency in writing immediately upon the occurrence of any damage to the Facility which makes the Facility untenable (a "Casualty"). Such damage shall be deemed partial if it can be repaired and the Facility made tenable within 180 days and does not occur during the last year of the Term ("Partial Damage"). All damage other than Partial Damage shall be deemed to be total destruction ("Total Destruction").

(b) Total Destruction.

In the event of Total Destruction, the Lease shall terminate as of the date of the Casualty ("Casualty Date").

(c) Partial Damage.

In the event of Partial Damage, Agency shall elect in a written notice to Lessee within 60 days of the Casualty Date whether to restore the Facility, at Agency's expense, to their condition prior to the Casualty Date. If Agency elects to restore the Facility, Agency shall diligently pursue such restoration to completion at Agency's sole cost and expense, provided that Lessee shall be responsible for the restoration, at Lessee's expense, of Lessee's fixtures, equipment and other improvements installed by Lessee. Upon such an election, this Lease will remain in effect. If Agency elects not to restore the Facility, Lessee shall elect within 30 days of receipt of Agency's election whether to restore the Facility at Lessee's sole cost and expense. If Lessee elects to restore the Facility, Lessee shall diligently pursue such restoration to completion in compliance with the provisions of Section 12 above. Upon such an election, this Lease will remain in effect. If Lessee elects not to restore the Facility, this Lease shall terminate as of the date of Lessee's election.

(d) Lessee's Costs.

If Agency restores the Facility, Lessee shall reimburse Agency for the deductible or self-insured retention under any of Agency's insurance policies and, if the Casualty was caused or contributed to by Lessee or Lessee's invitees, the excess of the cost to restore the Facility over the amount of the insurance proceeds from the Agency's insurance. Lessee shall have no right to any insurance proceeds other than proceeds that Lessee obtains with respect to Lessee's personal property and fixtures. If this Lease is not terminated, the base Rent shall abate in proportion to the Facility damaged until the Facility are restored.

29. Barricades.

Intentionally Omitted.

30. Attorney' Fees.

If either party brings any action against the other to enforce any provision of this Lease or collect any sum due hereunder, or if Agency brings an action for unlawful detainer of the Facility, the prevailing party shall be entitled to recover its costs, including reasonable attorneys'

fees, in addition to any other remedies to which it may be entitled.

31. Miscellaneous Provisions.

(a) Non-Waiver.

Agency's failure to enforce or exercise its rights with respect to any provision hereof shall not be construed as a waiver of such rights or of such provision. Acceptance of Rent or any other sum shall not be a waiver of any preceding breach by Lessee of any provision hereof, regardless of Agency's knowledge of such preceding breach at the time of acceptance of such Rent; nor shall such acceptance be a waiver in any way of Agency's right to terminate this Lease for any reason.

(b) Time of Essence.

Time is of the essence of each provision of this Lease. Any reference to "days" shall mean calendar days except as otherwise expressly provided in this Lease.

(c) Entire Agreement and Amendment.

This Lease sets forth the entire agreement between the parties with respect to the leasing of the premises and supersedes all prior and/or contemporaneous agreements, communications, and representations, oral or written, express or implied, since the parties intend that this be an integrated agreement. This Lease shall not be modified except by written agreement of the parties.

(d) Successors and Assigns.

Subject to the provisions of this Lease relating to assignment, mortgaging and subletting, this Lease shall bind the heirs, executors, administrators, successors and assigns of any and all of the parties hereto.

(e) Authority.

Each individual executing this Lease on behalf of Lessee represents and warrants that he or she is duly authorized to execute and deliver this lease on behalf of Lessee, and that this Lease is binding upon Lessee in accordance with its terms. Agency, as a condition precedent to this Lease, may require corporate or partnership resolutions as are reasonably necessary to establish the authority of Lessee to execute this Lease.

(f) Governing Law.

This Lease shall be governed by and construed in accordance with the laws of the State of California as applied to contracts that are made and performed entirely in California.

(g) Captions.

All captions and headings in this Lease are for the purposes of reference and convenience and shall not limit or expand the provisions of this Lease.

(h) Brokers.

Agency and Lessee are separately responsible for payment of any broker’s commission or finder’s fee incurred by that party’s engagement or acceptance of the services of a broker or agent by said party. Agency and Lessee agree to indemnify, defend and hold the other party harmless from and against any claims and suits made by any broker, agent or other person claiming a commission or other form of compensation against the other party by virtue of having dealt with Agency or Lessee, as the case may be, with regard to this Lease.

(i) Counterparts.

This Lease may be entered into in counterparts, each of which shall be deemed an original but both of which together shall be deemed a single agreement.

IN WITNESS WHEREOF, the parties hereto have executed, or have caused to be executed, this Lease on the day and year first above written.

<p>Agency: PENINSULA CORRIDOR JOINT POWERS BOARD</p> <p>Signature: _____</p> <p>Print: _____</p> <p>Title: _____</p> <p>Date: _____</p> <p>APPROVED AS TO FORM:</p> <p>_____ Attorney for Agency</p>	<p>Lessee: BIKEHUB, INC.</p> <p>Signature: _____</p> <p>Print: _____</p> <p>Title: _____</p> <p>Date: _____</p> <p>*Signature: _____</p> <p>Print: _____</p> <p>Title: _____</p> <p>Date: _____</p>
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EXHIBIT A
FACILITY

TO BE INSERTED UPON EXECUTION OF LEASE

EXHIBIT B
AGREEMENT

TO BE ATTACHED FOLLOWING EXECUTION OF AGREEMENT

AGREEMENT BETWEEN
THE PENINSULA CORRIDOR JOINT POWERS BOARD (AGENCY)
AND
BIKEHUB, INC. ("CONTRACTOR")

AGREEMENT SUMMARY*

Board of Directors' Date of Award: August 3, 2023

Resolution Number: _____

Effective Date of Agreement: September 1, 2023

Services to be Performed (Section I ,A. ,1): Bike Parking Stations

Term of Agreement (Section I ,A. ,3): September 1, 2023 to August 31 2028, with up to five (5) one (1)-year option terms.

Contractor's Key Representative (Section I ,A. ,4): Adam Shapiro, VP of Operations

Compensation (Section I ,A. ,5): The total contract not to exceed amount is \$2,969,106

*This Summary is provided for convenience only and is qualified by the specific terms and conditions of the Agreement that will control any conflict between this Summary and the terms of the Agreement

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This AGREEMENT for Caltrain Bike Station Program (“Agreement”) is entered into by and between the Peninsula Corridor Joint Power Board (“AGENCY”) located at 1250 San Carlos Avenue, San Carlos, CA 94070 and BikeHub, Inc. (“CONTRACTOR”), a California Corporation located at 1522 Park Street, Alameda, CA 94501 (“the Parties”).

1. SCOPE OF SERVICES

This is an Agreement to provide services related to operating Bike Parking Stations at various Caltrain facilities ("Facilities"). The CONTRACTOR agrees to provide these services to the AGENCY in accordance with the terms and conditions of this Agreement. In the performance of its work, the CONTRACTOR represents that it (1) has and will exercise the degree of professional care, skill, efficiency, and judgment of consultants with special expertise in providing Bike Parking Stations; (2) carries all applicable licenses, certificates, and registrations in current and good standing that may be required to perform the work; and (3) will retain all such licenses, certificates, and registrations in active status throughout the duration of this engagement.

The scope of the CONTRACTOR services will consist of the services set forth in the Request for Proposals dated December 21, 2022, the Scope of Services of which is attached hereto and incorporated herein as Exhibit A, as supplemented by CONTRACTOR’s written proposal dated February 1, 2023 and revised cost proposal dated May 23, 2023, attached hereto and incorporated herein as Exhibit B.

2. AGREEMENT DOCUMENTS

This Agreement consists of the following documents:

- (1) Work Directives/Task Orders, as applicable
- (2) This Agreement including Attachment A, Insurance Requirements, and Attachment B, Data Security and Privacy Requirements
- (3) Exhibit A, Scope of Services
- (4) Exhibit B, CONTRACTOR'S Proposal including labor rates
- (5) Exhibit C, Commercial Lease
- (6) Exhibit D, Labor Code Requirements
- (7) Exhibit E, SBE Requirements

In the event of conflict between or among the terms of the Agreement documents, the order of precedence will be the order of documents listed above, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence.

3. TERM OF AGREEMENT

The base term of this Agreement will be for a five (5) year term commencing upon September 1, 2023 and ending on August 31, 2028. The CONTRACTOR will furnish the AGENCY with all the materials, equipment and services called

for under this Agreement, and perform all other work, if any, described in the Agreement Documents.

The AGENCY reserves the right, in its sole discretion, to exercise up to five (5) one- year option term(s) to extend the Agreement, pursuant to the terms of this Agreement. If the AGENCY determines to exercise the option term(s), the AGENCY will give the CONTRACTOR at least 30 days' written notice of its determination.

It is understood that the term of the Agreement and any option term granted thereto as specified herein are subject to the AGENCY's right to terminate the Agreement in accordance with Section 24 of this Agreement.

4. CONTRACTOR'S REPRESENTATIVE

At all times during the term of this Agreement, Adam Shapiro, Vice President of Operations, will serve as the primary staff person of CONTRACTOR to undertake, render, and oversee all of the services under this Agreement. Upon written notice by the CONTRACTOR and approval by the AGENCY, which will not be unreasonably withheld, the CONTRACTOR may substitute this person with another person, who will possess similar qualifications and experience for this position.

5. COMPENSATION

The CONTRACTOR agrees to perform all of the base services included in Section 1 for a total not-to-exceed amount of Two Million Nine Hundred and Sixty Nine Thousand One Hundred and Six Dollars (\$2,969,106), in accordance with Exhibits A and B. This amount consists of up to \$1,787,553 for a five-year base term for start-up services and to manage and operate the Bike Parking Station Program and up to Two Hundred and Seventy Thousand Dollars (\$270,000) for potential tenant improvements and repairs to the Facilities. The total amount will include all labor, equipment, taxes, profit, overhead, insurance, subcontractor costs and all other costs and expenses incurred by the CONTRACTOR. The AGENCY will pay the CONTRACTOR in accordance with Section 6. For the tenant improvements and repairs, as further detailed in Section 26 of this Agreement, AGENCY will pay CONTRACTOR on a time and materials basis.

In the event that the AGENCY exercises its right to extend this Agreement, CONTRACTOR agrees to perform all of the optional services for a total not-to-exceed amount of One Million One Hundred and Eighty One Thousand Three Hundred Seventy Seven Dollars (\$1,181,377), in accordance with Exhibits A and B. This amount consists of up to \$1,181,377 for a five-year base term to operate the 4th and King Street Facility and up to eight additional unstaffed Facilities. The total amount will include all labor, equipment, taxes, profit,

overhead, insurance, subcontractor costs and all other costs and expenses incurred by the CONTRACTOR. The AGENCY will pay the CONTRACTOR in accordance with Section 6.

If CONTRACTOR generates more than \$150,000 in gross profit from the 4th and King Street Facility, the Parties agree that any gross profit over \$150,000 (minus additional staffing expenses) will be split 50/50 between AGENCY and CONTRACTOR.

Six months prior to the expiration of the base term, the Parties will negotiate mutually agreeable modifications (resulting in an increase or decrease) to the compensation terms for the option periods. Such modification shall be based upon the AGENCY's review of the CONTRACTOR's financial statements concerning the operations of the retail business, if any, and any increase in compensation requested by CONTRACTOR. This re-determination shall only occur once and shall be applicable for each one-year option terms, if exercised by the AGENCY. While the monthly compensation may decrease in accordance with the AGENCY's review, the monthly compensation may not increase more than 10% from the compensation of the last year of the base term.

6. MANNER OF PAYMENT

The CONTRACTOR must submit monthly invoices/billing statements for 1/12 of the Agreement costs for the Facilities currently in operation, in accordance with Exhibits A and B. Each invoice/billing statement must provide the contract number and the AGENCY Project Manager's name, Dan Provence. The AGENCY will endeavor to pay approved invoices/billing statements within 30 calendar days of their receipt. The AGENCY reserves the right to withhold payment to the CONTRACTOR if the AGENCY determines that the quantity or quality of the work performed is unacceptable. Furthermore, the AGENCY reserves the right to withhold payment for any invoice that does not match the PO lines until CONTRACTOR resubmits a corrected invoice. The AGENCY will provide written notice to the CONTRACTOR within 10 calendar days of the AGENCY's decision not to pay and the reasons for non-payment. Final payment will be withheld until CONTRACTOR performs all required Agreement expiration or termination obligations. If CONTRACTOR disagrees with the AGENCY's decision not to pay and the reasons for non-payment, it must provide written notice detailing the reasons why it disputes the AGENCY's decision to the AGENCY within 30 calendar days of the AGENCY's notice. If CONTRACTOR does not provide written notice in accordance with this section, it waives all rights to challenge the AGENCY's decision.

Submit one copy of each invoice as a PDF via email to AccountsPayable@samtrans.com

7. NOTICES

All communications relating to the day-to-day activities of the provided services will be exchanged between the AGENCY's Contract Administrator or designee, and the Contractor's Project Manager.

Notices informing CONTRACTOR of the AGENCY's decision to exercise Agreement options (that were exercisable in the AGENCY's sole discretion) will be exchanged between the AGENCY's Contract Administrator or designee, and the Contractor's Project Manager via electronic mail to: adam@bikehub.com.

All other notices and communications deemed by either party to be necessary or desirable to be given to the other party will be in writing and may be given by personal delivery to a representative of the parties or by mailing the same postage prepaid, addressed as follows:

If to the AGENCY: Board Secretary
Peninsula Corridor Joint Power Board
1250 San Carlos Avenue
San Carlos, CA 94070

With a copy to: Director, Contracts and Procurement
Peninsula Corridor Joint Power Board
1250 San Carlos Avenue
San Carlos, CA 94070

If to the CONTRACTOR : BikeHub
Attn: Adam Shapiro
1522 Park St.
Alameda, CA 94501

The address to which mailings may be made may be changed from time to time by notice mailed as described above. Any notice given by mail will be deemed given on the day after that on which it is deposited in the United States Mail as provided above.

8. OWNERSHIP OF WORK

a. GENERAL

All reports, designs, drawings, plans, specifications, schedules, and other materials prepared, or in the process of being prepared for the services to be performed by CONTRACTOR will be and are the property of the

AGENCY. The AGENCY will be entitled to copies and access to these materials during the progress of the work. Any such materials remaining in the hands of the CONTRACTOR or in the hands of any subcontractor upon completion or termination of the work will be immediately delivered to the AGENCY. If any materials are lost, damaged, or destroyed before final delivery to the AGENCY, the CONTRACTOR will replace them at its own expense and the CONTRACTOR assumes all risks of loss, damage, or destruction of or to such materials. The CONTRACTOR may retain a copy of all material produced under this Agreement for its use in its general business activities.

Any and all rights, title, and interest (including without limitation copyright and any other intellectual-property or proprietary right) to materials prepared under this Agreement are hereby assigned to the AGENCY. The CONTRACTOR agrees to execute any additional documents that may be necessary to evidence such assignment.

The CONTRACTOR represents and warrants that all materials prepared under this Agreement are original or developed from materials in the public domain (or both) and that all materials prepared under and services provided under this Agreement do not infringe or violate any copyright, trademark, patent, trade secret, or other intellectual property or proprietary right of any third party.

b. DATA SECURITY AND PRIVACY REQUIREMENTS

Refer to Attachment B, appended hereto, for additional data security and privacy requirements.

9. CONFIDENTIALITY

Any AGENCY materials that the CONTRACTOR has access or materials prepared by the CONTRACTOR during the course of this Agreement (“confidential information”) will be held in confidence by the CONTRACTOR, which will exercise all reasonable precautions to prevent the disclosure of confidential information to anyone except the officers, employees and agents of the CONTRACTOR as necessary to accomplish the rendition of services set forth in Section 1 of this Agreement.

The CONTRACTOR, its employees, subcontractors, subconsultants and agents, will not release any reports, information, or other materials prepared in connection with this Agreement, whether deemed confidential or not, without the approval of the AGENCY’s General Manager/CEO or designee.

10. USE OF SUBCONTRACTORS

The CONTRACTOR must not subcontract any services to be performed by it under this Agreement without the prior written approval of the AGENCY, except for service firms engaged in drawing, reprographics, typing, and printing.

Any subcontractors must be engaged under written contract with the CONTRACTOR with provisions allowing the CONTRACTOR to comply with all requirements of this Agreement, including without limitation the "Ownership of Work" provisions in Section 8. The CONTRACTOR will be solely responsible for reimbursing any subcontractors and the AGENCY will have no obligation to them.

11. CHANGES

The AGENCY may at any time, by written order, make changes within the scope of work and services described in this Agreement. If such changes cause an increase or decrease in the budgeted cost of or the time required for performance of the agreed-upon work, an equitable adjustment as mutually agreed will be made in the limit on compensation as set forth in Section 5 or in the time of required performance as set forth in Section 3, or both. In the event that CONTRACTOR encounters any unanticipated conditions or contingencies that may affect the scope of work or services and result in an adjustment in the amount of compensation specified herein, or identifies any AGENCY conduct (including actions, inaction, and written or oral communications other than a formal contract modification) that the CONTRACTOR regards as a change to the contract terms and conditions, CONTRACTOR will so advise the AGENCY immediately upon notice of such condition or contingency. The written notice will explain the circumstances giving rise to the unforeseen condition or contingency and will set forth the proposed adjustment in compensation. This notice will be given to the AGENCY prior to the time that CONTRACTOR performs work or services related to the proposed adjustment in compensation. The pertinent changes will be expressed in a written supplement to this Agreement issued by the Contracts and Procurement Department prior to implementation of such changes. Failure to provide written notice and receive AGENCY approval for extra work prior to performing extra work may, at the AGENCY's sole discretion, result in non-payment of the invoices reflecting such work.

12. RESPONSIBILITY: INDEMNIFICATION

The CONTRACTOR will indemnify, keep and save harmless the AGENCY, the San Mateo County Transit District, the City and County of San Francisco, the Santa Clara Valley Transportation Authority, TransitAmerica Services, Inc. (TASI) or successor Operator of Record, the Union Pacific Railroad Company, and their directors, officers, agents and employees (Indemnitees) against any and all suits, claims or actions arising out of any of the following:

- Any injury to persons or property that may occur, or that may be alleged to have occurred, arising from the performance of this Agreement by the CONTRACTOR caused by a negligent act or omission or willful misconduct of the CONTRACTOR or its employees, subcontractors, subcontractors or agents; or
- Any allegation that materials or services provided by the CONTRACTOR under this Agreement infringe or violate any copyright, trademark, patent, trade secret, or any other intellectual-property or proprietary right of any third party.

The CONTRACTOR further agrees to defend any and all such actions, suits or claims and pay all charges of attorneys and all other costs and expenses of defense as they are incurred. If any judgment is rendered against the Indemnitees in any such action, the CONTRACTOR will, at its expense, satisfy and discharge the same. This indemnification will survive termination or expiration of the Agreement.

13. INSURANCE

Refer to Attachment A, Insurance Requirements, appended hereto, for the Insurance Requirements.

14. CONTRACTOR'S STATUS

Neither the CONTRACTOR nor any party contracting with the CONTRACTOR will be deemed to be an agent or employee of the AGENCY. The CONTRACTOR is and will be an independent CONTRACTOR and the legal relationship of any person performing services for the CONTRACTOR will be one solely between that person and the CONTRACTOR.

15. ASSIGNMENT

The CONTRACTOR must not assign any of its rights nor transfer any of its obligations under this Agreement without the prior written consent of the AGENCY.

16. OTHER GOVERNMENTAL AGENCIES

Not Applicable.

17. LITIGATION SUPPORT

Not Applicable.

18. AGENCY WARRANTIES

The AGENCY makes no warranties, representations, or agreements, either express or implied, beyond such as are explicitly stated in this Agreement.

19. AGENCY REPRESENTATIVE

Except when approval or other action is required to be given or taken by the Board of Directors of the AGENCY, the AGENCY's Executive Director, or such person or persons as they will designate in writing from time to time, will represent and act for the AGENCY.

20. WARRANTY OF SERVICES

- a. CONTRACTOR warrants that its services will be performed in accordance with the standards of practices of comparable firms at the time the services are rendered. In addition, CONTRACTOR will provide such specific warranties as may be set forth in Work Directives as agreed upon by the Parties.
- b. In the event that any services provided by the CONTRACTOR hereunder are deficient because of CONTRACTOR's or subcontractor's failure to perform said services in accordance with the warranty standards set forth above, the AGENCY will report such deficiencies in writing to the CONTRACTOR within a reasonable time. The AGENCY thereafter will have:
 - 1) The right to have the CONTRACTOR re-perform such services at the CONTRACTOR's expense; or
 - 2) The right to have such services done by others and the costs thereof charged to and collected from the CONTRACTOR if, within 30 days after written notice to the CONTRACTOR requiring such re-performance, CONTRACTOR fails to give satisfactory evidence to the AGENCY that it has undertaken said re-performance.
 - 3) The right to terminate the Agreement for default.
- c. CONTRACTOR will be responsible for all errors and omissions and is expected to pay for all work re-performed as a result of errors and omissions.

21. CLAIMS OR DISPUTES

The CONTRACTOR will be solely responsible for providing timely written notice to AGENCY of any claims for additional compensation and/or time in

accordance with the provisions of this Agreement. It is the AGENCY's intent to investigate and attempt to resolve any CONTRACTOR claims before the CONTRACTOR has performed any disputed work. Therefore, CONTRACTOR failure to provide timely notice will constitute a waiver of CONTRACTOR's claims for additional compensation and/or time.

The CONTRACTOR will not be entitled to the payment of any additional compensation for any cause, including any act, or failure to act, by the AGENCY, or the failure or refusal to issue a modification, or the happening of any event, thing, or occurrence, unless it has given the AGENCY due written notice of a potential claim. The potential claim will set forth the reasons for which the CONTRACTOR believes additional compensation may be due, the nature of the costs involved, and the amount of the potential claim.

If based on an act or failure to act by the AGENCY, such notice will be given to the AGENCY prior to the time that the CONTRACTOR has started performance of the work giving rise to the potential claim for additional compensation. In all other cases, notice will be given within 10 days after the happening of the event or occurrence giving rise to the potential claim.

If there is a dispute over any claim, the CONTRACTOR will continue to work during the dispute resolution process in a diligent and timely manner as directed by the AGENCY and will be governed by all applicable provisions of the Agreement. The CONTRACTOR will maintain cost records of all work that is the basis of any dispute.

If an agreement can be reached that resolves the CONTRACTOR claim, the parties will execute an Agreement modification to document the resolution of the claim. If the parties cannot reach an agreement with respect to the CONTRACTOR claim, they may choose to pursue a dispute resolution process or termination of the Agreement.

22. REMEDIES

In the event the CONTRACTOR fails to comply with the requirements of this Agreement in any way, the AGENCY reserves the right to implement administrative remedies which may include, but are not limited to, withholding of progress payments and contract retentions, and termination of the Agreement in whole or in part.

23. TEMPORARY SUSPENSION OF WORK

The AGENCY, in its sole discretion, reserves the right to stop or suspend all or any portion of the work for such period as AGENCY may deem necessary. The suspension may be due to the failure on the part of the CONTRACTOR to carry out orders given or to perform any provision of the Agreement or to factors that

are not the responsibility of the CONTRACTOR. The CONTRACTOR will comply immediately with the written order of AGENCY to suspend the work wholly or in part. The suspended work will be resumed when the CONTRACTOR is provided with written direction from AGENCY to resume the work.

If the suspension is due to the Contractor's failure to perform work or carry out its responsibilities in accordance with this Agreement, or other action or omission on the part of the CONTRACTOR, all costs will be at Contractor's expense and no schedule extensions will be provided by AGENCY.

In the event of a suspension of the work, the CONTRACTOR will not be relieved of the Contractor's responsibilities under this Agreement, except the obligations to perform the work that the AGENCY has specifically directed CONTRACTOR to suspend under this section.

If the suspension is not the responsibility of the CONTRACTOR, suspension of all or any portion of the work under this Section may entitle the CONTRACTOR to compensation and/or schedule extensions subject to the Agreement requirements.

24. TERMINATION

- a. Termination for Convenience.** The AGENCY may terminate this Agreement for convenience at any time by giving sixty days written notice to the CONTRACTOR. Upon receipt of such notice, the CONTRACTOR may not commit itself to any further expenditure of time or resources, except for costs reasonably necessary to effect the termination. If the AGENCY terminates the Agreement for convenience, the AGENCY agrees to pay the CONTRACTOR, in accordance with the provisions of Sections 5 and 6, all sums actually due and owing from the AGENCY upon the effective date of termination, plus any costs reasonably necessary to effect the termination. CONTRACTOR is not entitled to any payments for lost profit on work to be performed after the date of termination, including, without limitation, work not yet performed, and milestones not yet achieved. All finished or unfinished documents and any material procured for or produced pursuant to this Agreement as of the date of termination are the property of the AGENCY upon the effective date of the termination for convenience. CONTRACTOR and its subcontractors must cooperate in good faith in any transition to other vendors or consultants as the AGENCY deems necessary. Failure to so cooperate is a breach of the Agreement and grounds for the termination for convenience to be treated as a termination for default.
- b. Termination for Default.** If the CONTRACTOR fails to perform any of the provisions of this Agreement, the AGENCY may find the CONTRACTOR to

be in default. After delivery of a written notice of default AGENCY may terminate the Agreement for default if the CONTRACTOR 1) does not cure such breach within seven calendar days; or 2) if the nature of the breach is such that it will reasonably require more than 7 days to commence curing, as determined in the AGENCY's discretion, provide a plan to cure such breach which is acceptable to the AGENCY within 7 calendar days. If the CONTRACTOR cures the default within the cure period but subsequently defaults again, the AGENCY may immediately terminate the Agreement without further notice or right to cure. In the event of the filing a petition for bankruptcy by or against the CONTRACTOR or for appointment of a receiver for CONTRACTOR's property, AGENCY may terminate this Agreement immediately without the thirty-day cure period.

Upon receipt of a notice of termination for default, the CONTRACTOR may not commit itself to any further expenditure of time or resources. The AGENCY agrees to remit final payment to the CONTRACTOR in an amount to cover only those sums actually due and owing from the AGENCY for work performed in full accordance with the terms of the Agreement as of the effective date of termination. The AGENCY is not in any manner liable for the CONTRACTOR's actual or projected lost profits had the CONTRACTOR completed the services required by this Agreement, including, without limitation, services not yet performed, expenses not yet incurred, and milestones not yet achieved. All finished or unfinished documents, and any equipment or materials procured for or produced pursuant to this Agreement become the property of the AGENCY upon the effective date of the termination for default.

- c. The rights and remedies of the AGENCY provided in this section are not exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

25. LIQUIDATED DAMAGES

Not Applicable.

26. ADDITIONAL REQUIREMENTS CONCERNING TENANT IMPROVEMENTS AND OTHER REPAIR WORK

The Parties agree that while this is a contract to operate various bike parking station facilities, certain provisions of the California Labor Code and Public Contract Code may be applicable to those portions of the work pertaining to tenant improvements and repairs. The Parties agree as a matter of contract that the following additional provisions of the Labor Code and Public Contract Code will apply to the tenant improvement and repair work in Section 28 of this Agreement.

26.1. Prohibition Against Contracting with Debarred Subcontractors

CONTRACTORS are prohibited from performing work with a Subcontractor who is ineligible to perform work on the project pursuant to Section 1777.1 or 1777.7 of the Labor Code.

26.2. Use of Subcontractors

CONTRACTOR shall not subcontract any work without the prior written approval of the AGENCY. CONTRACTOR shall be solely responsible for reimbursing any Subcontractors and the AGENCY shall have no obligation to them. Attention is directed to the requirements of Section 4100 to 4113, inclusive of the California Public Contract Code which may be applicable to the work covered by this Section of the Agreement.

26.3. Third-Party Claims

In accordance with Public Contracts Code Section 9201, the AGENCY shall have full authority to compromise or otherwise settle any claim relating to the Agreement at any time. The AGENCY shall provide for timely notification to the CONTRACTOR of the receipt of any third-party claim, relating to the contract. Notice shall be in writing and will be provided within thirty (30) calendar days. The AGENCY shall be entitled to recover its reasonable costs incurred in providing the notification required by this subdivision

26.4. Utility Relocation

In accordance with California Government Code Section 4215, if during the course of the work the CONTRACTOR encounters utility installations which are not shown or indicated in the contract plans or in the specifications or which are found in a location substantially different from that shown, and such utilities are not reasonably apparent from visual examination of the work site, then it shall promptly notify the AGENCY in writing. Where necessary for the work of the Agreement, the AGENCY will amend the contract to adjust the scope of work and the compensation to allow the CONTRACTOR to make such adjustment, rearrangement, repair, removal, alteration, or special handling of such utility, including repair of the damaged utility. If the CONTRACTOR fails to give the notice specified above and thereafter acts without instructions from the AGENCY, then it shall be liable for any or all damage to such utilities or other work of the Agreement which arises from its operations subsequent to the discovery, and it shall repair and make good such damage at its own cost.

26.5. Excavation

In accordance with state law (Public Contract Code Section 7104), with respect to any work involving digging trenches or excavations that extend deeper than

four feet, the CONTRACTOR shall notify the AGENCY promptly in writing of any of the following conditions: (a) material that the CONTRACTOR believes may be hazardous waste, as defined in California Health and Safety Code Section 25117, that is required to be removed to a Class I, Class II or Class III disposal site in accordance with provisions of existing law; (b) subsurface or latent physical conditions at the site differing from those indicated; (c) unknown physical conditions at the site of any unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents. CONTRACTOR shall notify the AGENCY of such conditions prior to disturbing them, and shall await direction from the AGENCY as to how to proceed. CONTRACTOR will comply with AGENCY's SSWP process and ensure that any excavation areas are checked for signal or other railroad related cables, wires, lines, etc.

26.6. Trench Safety

Excavation for any trench 5 feet or more in depth shall not begin until the CONTRACTOR has received approval from the AGENCY, of the CONTRACTOR's detailed plan for worker protection from the hazards of caving ground during the excavation of such trench. Such plan shall be submitted at least five (5) calendar days before the CONTRACTOR intends to begin excavation for the trench and shall show the details of the design of shoring, bracing, sloping or other provisions to be made for worker protection during such excavation. No such plan shall allow the use of shoring, sloping or a protective system less effective than that required by the Construction Safety Orders of the Division of Industrial Safety; and if such plan varies from the shoring system standards established by the Construction Safety Orders, the plan shall be prepared and signed by an Project Manager who is registered as a Civil or Structural Engineer in the State of California. Attention is directed to the provisions of Section 6705 of the Labor Code concerning trench excavation safety plans.

26.7. CONTRACTOR's License Requirements

CONTRACTOR and any approved Subcontractor shall hold such current and valid CONTRACTOR's Licenses as required by California Law.

26.8. Labor Code Requirements

See Exhibit D, Labor Code Requirements.

26.9. Prompt Payment

Pursuant to Public Contract Code Section 20104.50, AGENCY will pay CONTRACTOR within thirty (30) days of its receipt of an undisputed, properly submitted and approved Application for Payment, after deducting all previous

payments, retention, and other sums as described in the Agreement. Within seven (7) days of receipt of CONTRACTOR's Application for Payment, AGENCY will determine whether it complies with the conditions of the Agreement. If necessary, AGENCY will return the application to the CONTRACTOR accompanied by a document prepared by AGENCY setting forth the reasons for the rejection. Thereafter, CONTRACTOR shall correct and resubmit the Application for Payment. Progress payments may be withheld for Work that is not performed in accordance with the Agreement.

The CONTRACTOR shall pay Subcontractors for work that has been satisfactorily performed no later than seven (7) days from the date of CONTRACTOR's receipt of progress payments from the AGENCY. Within thirty (30) days of satisfactory completion of all work required of the Subcontractor, CONTRACTOR shall release any retainage payments withheld to the Subcontractor. CONTRACTOR shall release such retainage payments to the Subcontractor without the benefit of a similar release from the AGENCY. If AGENCY releases retention, in whole or in part, to CONTRACTOR, in no instance shall CONTRACTOR release retention to the Subcontractor later than seven (7) days after CONTRACTOR receives retention from AGENCY. Any delay or postponement of payment may take place only for good cause and with the AGENCY's prior written approval. Any violation of these conditions shall subject the violating prime CONTRACTOR to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the CONTRACTOR or Subcontractor in the event of a dispute involving late payment or nonpayment by the CONTRACTOR; deficient subcontractor performance; and/or noncompliance by a subcontractor. This clause applies to both SBE and non-SBE subcontractors. In the event CONTRACTOR does not make progress payments or release retentions to the subcontractors in accordance with the time period specific herein, CONTRACTOR will be subject to a charge of two percent (2%) per month on the untimely or improperly withheld payment. See Exhibit 8, SBE Requirements for more information.

26.10. Antitrust Claims

The CONTRACTOR's attention is directed to the following provision of Public Contract Code Section 7103.5(b), which shall be applicable to the CONTRACTOR and its subcontractors:

"In entering into a public works contract or a sub-contract to supply goods, services or materials pursuant to a public works contract, the Contractor or subcontractor offers and agrees to assign to the awarding body all right, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and

Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or the sub-contract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the Contractor, without further acknowledgement by the parties.”

26.11. Agreement Bonds

All Agreement bonds shall be on the AGENCY's forms and shall be executed as surety by a corporation or corporations acceptable to the AGENCY which is admitted and authorized to issue surety bonds in the State of California. The bond must allow for all alterations, extensions of time, extra and additional work, and other changes authorized by the Agreement to be made without securing the consent of the surety or sureties on the Agreement bonds while continuing to provide security for such work. Full compensation for furnishing the Agreement bonds is included in the prices paid for the various Agreement items of work and no separate payment will be made by the AGENCY for the bonds.

26.11.1. Performance Bond

The CONTRACTOR shall provide a Performance Bond in an amount of not less than 100% of the cost of the tenant improvement work. The Performance Bond shall guarantee the CONTRACTOR's faithful performance of the Agreement in compliance with all terms, conditions and requirements specified in the Agreement. It shall also guarantee any excess payments the AGENCY may make in order to complete the Work in the event of CONTRACTOR's default pursuant to Section 24. The Performance Bond shall remain in full force and effect until completion of the warranty period, and satisfactory resolution of all outstanding warranty claims.

26.11.2. Payment Bond

As a matter of contract, and not as a requirement of law, the CONTRACTOR shall also provide a Payment Bond in an amount equal to the cost of the tenant improvement work. The Payment Bond shall provide the AGENCY with security for CONTRACTOR's full payment to all Subcontractors for costs of materials, equipment, supplies, and labor furnished in the course of performing any work that may be required for the above referenced line item.

26.12. California Prevailing Wage Rates

See Exhibit D, Labor Code Requirements.

26.13. Iran Contracting Certification

CONTRACTOR certifies that it is not on the California Department of General Services (DGS) list of persons determined to be engaged in investment activities in Iran or otherwise in violation of the Iran Contracting Act of 2010 (Public Contract Code Sections 2200–2208).

26.14. Notice of Taxable Possessory Interest

In accordance with Revenue and Taxation Code Section 107.6, the Agreement may create a possessory interest subject to personal property taxation for which CONTRACTOR will be responsible.

27. MAINTENANCE, AUDIT AND INSPECTION OF RECORDS

All CONTRACTOR and subcontractor costs incurred in the performance of this Agreement will be subject to audit. The CONTRACTOR and its subcontractors will permit the AGENCY, the State Comptroller, and any of their authorized representatives to inspect, examine, take excerpts from, transcribe, and copy the CONTRACTOR books, work, documents, papers, materials, payrolls records, accounts, and any and all data relevant to the Agreement at any reasonable time, and to audit and verify statements, invoices or bills submitted by the CONTRACTOR pursuant to this Agreement. The CONTRACTOR will also provide such assistance as may be required in the course of such audit. The CONTRACTOR will retain these records and make them available for inspection hereunder for a period of four (4) years after expiration or termination of the Agreement.

If, as a result of the audit, it is determined by the AGENCY's auditor or staff that reimbursement of any costs including profit or fee under this Agreement was in excess of that represented and relied upon during price negotiations or represented as a basis for payment, the CONTRACTOR agrees to reimburse the AGENCY for those costs within sixty (60) days of written notification by the AGENCY.

28. REPORTING REQUIREMENTS

A. Monthly Reports

The CONTRACTOR shall submit monthly reports in a format approved by the AGENCY for evaluation by the 15th of each month for the preceding month. Reports will include, at a minimum:

- i. Bicycle parking usage statistics, including but not limited to: weekday, average weekday, Saturday and Sunday parking use, length of bicycle parking (e.g. daily parking, overnight storage);
- ii. Provide customer satisfaction comments regarding the service and resolution of issues, if any; and

- iii. Changes in services or operating policies, etc.

B. Semi-Annual Reports

The CONTRACTOR shall submit semi-annual status reports in a format approved by the AGENCY as follows:

- i. Due on July 31 for the period January 1 through June 30; and
- ii. Due on January 31 for the period July 1 through December 31.

Each report shall contain:

- i. Year-to-date Balance Sheets and Income Statement containing operating budget and revenues for Facility retail and bicycle parking operations;
- ii. Year-to-date actual revenues compared to budget projections for Facility retail and bicycle parking operations;
- iii. Other information as may be requested by the JPB; and
- iv. A brief assessment of whether the Facility is likely to sustain operations with reduced or no compensation and any actions being taken to improve the likelihood that it will become self-sustaining.

C. Surveys

CONTRACTOR shall complete up to a maximum of five surveys of bicycle parking facility users, including prior travel mode, origin and destination, trip distance, frequency of use and any additional information as may be required by the AGENCY. The survey format and dates covered by each survey will be determined by CONTRACTOR and the AGENCY.

28. TENANT IMPROVEMENTS AND REPAIRS

The CONTRACTOR may from time to time perform tenant improvements and repairs on the Facilities, as directed by the AGENCY in its sole discretion. The CONTRACTOR may perform urgent or security-related repairs without the AGENCY's direction.

Tenant improvements and repairs are subject to the public works requirements in Section 26 of this Agreement.

29. DOWNTOWN EXTENSION

The AGENCY is currently undertaking the Downtown Extension project that may result in the demolition of the existing 4th and King Street Facility. AGENCY will give the CONTRACTOR twelve (12) months written notice if the 4th and

King Street Facility will be demolished. CONTRACTOR may provide input to the AGENCY on any temporary and long term replacement facilities.

If the 4th and King Street Facility is demolished, the Parties agree to renegotiate in good faith the compensation amount for the Facility, as determined by the AGENCY in its sole discretion.

30. AGENCY ACCESS TO UNSTAFFED FACILITIES

For all unstaffed Facilities, CONTRACTOR shall install card readers or keyed locks to allow the AGENCY access, as needed. The AGENCY shall approve the form of the card readers or keyed locks prior to installation.

31. MENLO PARK FACILITY

As described in Exhibit A, the Menlo Park Facility has both a North shed and South shed. If CONTRACTOR rents out the South shed, any revenue generated from this rental will be split 50/50 between AGENCY and CONTRACTOR. If CONTRACTOR rents out the South shed within the first six months of the Effective Date of this Agreement, CONTRACTOR will receive the 100% of the revenue generated from the South shed for the first month, and all subsequent months will be split 50/50 between AGENCY and CONTRACTOR. If CONTRACTOR continues to rent out the South shed for ten out of 12 months in a calendar year, CONTRACTOR will receive 100% of the revenue generated from the South shed in the last month as well; revenue generated in the intervening months will be split 50/50 between AGENCY and CONTRACTOR.

If CONTRACTOR is not operating the South shed within six months of the Effective Date of this Agreement, the AGENCY shall have the ability to retake possession of the South shed upon 30 days' written notice to CONTRACTOR.

32. NON-DISCRIMINATION ASSURANCE - TITLE VI OF THE CIVIL RIGHTS ACT

The CONTRACTOR shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The CONTRACTOR shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of U.S. DOT-assisted contracts. Further, the CONTRACTOR agrees to comply with all provisions prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000d et seq., and with U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act," 49 C.F.R. Part

21. The CONTRACTOR will obtain the same assurances from its joint venture partners, subcontractors, and subcontractors by including this assurance in all subcontracts entered into under this Agreement. Failure by the CONTRACTOR to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the AGENCY deems appropriate.

33. EQUAL EMPLOYMENT OPPORTUNITY (EEO)

In connection with the performance of this Agreement, the CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, religion, citizenship, political activity or affiliation, national origin, ancestry, physical or mental disability, marital status, age, medical condition (as defined under California law), veteran status, sexual orientation, gender identity, gender expression, sex or gender (which includes pregnancy, childbirth, breastfeeding, or related medical conditions), taking or requesting statutorily protected leave, or any other characteristics protected under federal, state, or local laws. The CONTRACTOR shall take affirmative actions to ensure that applicants are employed and that employees are treated during their employment, without regard to their race, religion, color, sex, disability, national origin, or any other characteristic protected under state, federal, or local laws. Such actions shall 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 agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. The CONTRACTOR further agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

The CONTRACTOR will, in all solicitations or advancements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

The CONTRACTOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action,

including an investigation conducted by the employer, or is consistent with the CONTRACTOR's legal duty to furnish information.

The CONTRACTOR will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the AGENCY's Contract Officer, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The CONTRACTOR will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor. The CONTRACTOR will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the AGENCY and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

The CONTRACTOR will include the provisions of this section in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

34. SBE POLICY

See Exhibit E, SBE Requirements.

35. CONFLICT OF INTEREST

a. GENERAL

Depending on the nature of the work performed, a CONTRACTOR of the AGENCY may be subject to the same conflict of interest prohibitions established by California law that govern AGENCY's employees and officials (Cal. Govt. Code Section 1090 et seq. and Cal. Govt. Code Section 87100 et seq.). During the proposal process or the term of the Agreement, CONTRACTOR and its employees may be required to disclose financial interests.

The CONTRACTOR warrants and represents that it presently has no interest and agrees that it will not acquire any interest that would present a conflict of interest under California Government Code §1090 et seq. or §87100 et seq. during the performance of services under this Agreement. The CONTRACTOR further covenants that it will not knowingly employ any person having such an interest in the performance of this Agreement. Violation of this provision may result in this Agreement being deemed void and unenforceable.

Depending on the nature of the work performed, CONTRACTOR may be required to publicly disclose financial interests under the AGENCY's Conflict of Interest Code. Upon receipt, the CONTRACTOR agrees to promptly submit a Statement of Economic Interest on the form provided by AGENCY.

No person previously in the position of Director, Officer, employee or agent of the AGENCY during his or her tenure or for one (1) year after that tenure will have any interest, direct or indirect, in this Agreement or the proceeds under this Agreement, nor may any such person act as an agent or attorney for, or otherwise represent the CONTRACTOR by making any formal or informal appearance, or any oral or written communication, before the AGENCY, or any Officer or employee of the AGENCY, for a period of one (1) year after leaving office or employment with the AGENCY if the appearance or communication is made for the purpose of influencing any action involving the issuance, amendment, award or revocation of a permit, license, grant, or contract.

b. ORGANIZATIONAL CONFLICTS OF INTEREST

CONTRACTOR will take all reasonable measures to preclude the existence or development of an organizational conflict of interest in connection with work performed under this Agreement and other solicitations. An organizational conflict of interest occurs when, due to other activities,

relationships, or contracts, a firm or person is unable, or potentially unable, to render impartial assistance or advice to the AGENCY; a firm or person's objectivity in performing the contract work is or might be impaired; or a firm or person has an unfair competitive advantage in proposing for award of a contract as a result of information gained in performance of this or some other Agreement.

CONTRACTOR will not engage the services of any subcontractor or independent CONTRACTOR on any work related to this Agreement if the subcontractor or independent CONTRACTOR, or any employee of the subcontractor or independent CONTRACTOR, has an actual or apparent organizational conflict of interest related to work or services contemplated under this Agreement.

If at any time during the term of this Agreement CONTRACTOR becomes aware of an organizational conflict of interest in connection with the work performed hereunder, CONTRACTOR immediately will provide the AGENCY with written notice of the facts and circumstances giving rise to this organizational conflict of interest. Contractor's written notice will also propose alternatives for addressing or eliminating the organizational conflict of interest.

If at any time during the term of this Agreement, AGENCY becomes aware of an organizational conflict of interest in connection with Contractor's performance of the work hereunder, AGENCY will similarly notify CONTRACTOR.

In the event a conflict is presented, whether disclosed by CONTRACTOR or discovered by AGENCY, the AGENCY will consider the conflict presented and any alternatives proposed and meet with the CONTRACTOR to determine an appropriate course of action. The AGENCY's determination as to the manner in which to address the conflict will be final.

During the term of this Agreement, CONTRACTOR must maintain lists of its employees, and the subcontractors and independent CONTRACTORS used and their employees. CONTRACTOR must provide this information to the AGENCY upon request. However, submittal of such lists does not relieve the CONTRACTOR of its obligation to assure that no organizational conflicts of interest exist. CONTRACTOR will retain this record for five (5) years after the AGENCY makes final payment under this Agreement. Such lists may be published as part of future AGENCY solicitations.

CONTRACTOR will maintain written policies prohibiting organizational conflicts of interest and will ensure that its employees are fully familiar with these policies. CONTRACTOR will monitor and enforce these policies and

will require any subcontractors and affiliates to maintain, monitor, and enforce policies prohibiting organizational conflicts of interest.

Failure to comply with this section may subject the CONTRACTOR to damages incurred by the AGENCY in addressing organizational conflicts that arise out of work performed by CONTRACTOR, or to termination of this Agreement for breach.

36. SUBSTANCE ABUSE PROGRAM

Not Applicable.

37. CALIFORNIA PUBLIC RECORD ACT REQUESTS (CPRA)

CONTRACTOR consents to the release of this Agreement, the redacted version of its proposal, and the release of any portion of its proposal not included in its confidentiality index, and waives all claims against the AGENCY, its directors, officers, employees, and agents, for the disclosure of such information. If the CONTRACTOR did not include a confidentiality index in its proposal, the AGENCY will have no obligation to withhold any information from disclosure and may release the information sought without liability to the AGENCY.

Upon receipt of a request pursuant to the CPRA seeking this Agreement, proposal material relating to this RFP, the AGENCY may provide the Agreement, redacted version of the proposal, or may withhold material designated in the confidentiality index that is exempt from disclosure. If the AGENCY determines that information in the confidentiality index is not exempt from disclosure, the AGENCY will give reasonable notice to the Proposer prior to releasing any material listed in the confidentiality index.

CONTRACTOR agrees to indemnify, defend, and hold harmless the AGENCY, its directors, officers, employees, and agents, from any and against all damages (including but not limited to attorneys' fees that may be awarded to the party requesting the proposer information), and pay any and all cost and expenses, including attorneys' fees, related to the withholding of the information included in the confidentiality index or in the redacted version of the proposal or in this Agreement. If CONTRACTOR fails to accept a tender of a defense, the AGENCY reserves the right to resolve all claims at its sole discretion, without limiting any rights stated herein.

38. ATTORNEYS' FEES

If any legal proceeding should be instituted by either of the parties to enforce the terms of this Agreement or to determine the rights of the parties under this

Agreement, the prevailing party in said proceeding will recover reasonable attorneys' fees, in addition to all court costs.

39. WAIVER

Any waiver of any breach or covenant of this Agreement must be in a writing executed by a duly authorized representative of the party waiving the breach. A waiver by any of the parties of a breach or covenant of this Agreement will not be construed to be a waiver of any succeeding breach or any other covenant unless specifically and explicitly stated in such waiver.

40. SEVERABILITY

If any provision of this Agreement is deemed invalid or unenforceable, that provision will be reformed and/or construed consistently with applicable law as nearly as possible to reflect the original intentions of this Agreement, and in any event, the remaining provisions of this Agreement will remain in full force and effect.

41. NO THIRD PARTY BENEFICIARIES

This Agreement is not for the benefit of any person or entity other than the parties.

42. APPLICABLE LAW

This Agreement, its interpretation, and all work performed under it will be governed by the laws of the State of California. The CONTRACTOR must comply with all Federal, State, and Local Laws, rules, and regulations applicable to the Agreement and to the work to be done hereunder, including all rules and regulations of the AGENCY.

43. RIGHTS AND REMEDIES OF THE AGENCY

The rights and remedies of the AGENCY provided herein will not be exclusive and are in addition to any other rights and remedies provided by law or under the Agreement.

44. BINDING ON SUCCESSORS

All of the terms, provisions, and conditions of this Agreement will be binding upon and inure to the benefit of the parties and their respective successors, assigns, and legal representatives.

45. ENTIRE AGREEMENT; MODIFICATION

This Agreement for Services, including any attachments, constitutes the complete Agreement between the parties and supersedes any prior written or oral communications. This Agreement may be modified or amended only by written instrument signed by both the CONTRACTOR and the AGENCY. In the event of a conflict between the terms and conditions of this Agreement and the attachments, the terms of this Agreement will prevail.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers as of the Effective Date.

THE PENINSULA CORRIDOR JOINT
POWERS BOARD:

BikeHub, Inc.: (See footnote below)

Signature

Signature

Print

Print

Title

Title

Date

Date

Signature

Print

Title

Date

ATTEST:

By: _____
Agency Secretary

APPROVED AS TO FORM:

By: _____
Julie A. Sherman
Attorney for the Agency

ATTACHMENT A- INSURANCE REQUIREMENTS

The insurance requirements specified in this Section shall cover CONTRACTOR's own liability and any liability arising out of work or services performed under this Agreement by any subcontractors, subconsultants, suppliers, temporary workers, independent contractors, leased employees, or any other persons, firms or corporations (hereinafter collectively referred to as "Agents") that CONTRACTOR authorizes to work under this Agreement. CONTRACTOR is required to procure and maintain at its sole cost and expense the insurance coverages subject to all of the requirements set forth below. Such insurance shall remain in full force and effect throughout the term of this Agreement. CONTRACTOR is also required to assess the risks associated with work to be performed by Agents under subcontract and to include in every subcontract the requirement that the Agent maintain adequate insurance coverages with appropriate limits and endorsements to cover such risks; the limit for the Commercial General Liability insurance in each subcontract shall not be less than \$2 million. To the extent that any Agent does not procure and maintain such insurance coverage, CONTRACTOR shall assume any and all costs and expenses that may be incurred in fulfilling CONTRACTOR's indemnity obligation as to itself or any of its Agents in the absence of coverage. In the event CONTRACTOR or its Agents procure excess or umbrella coverage to maintain certain requirements outlined below, these policies shall also satisfy all specified endorsements and stipulations, including provisions that the CONTRACTOR's insurance be primary without any right of contribution from the DISTRICT. Prior to beginning work under this Agreement, CONTRACTOR shall provide the DISTRICT's authorized insurance consultant, Insurance Tracking Services, Inc. (ITS) with satisfactory evidence of compliance with the insurance requirements of this Section by submitting such evidence of compliance to the address indicated in C.1. below.

A. MINIMUM TYPES AND SCOPE OF INSURANCE

1. **Workers' Compensation and Employer's Liability Insurance.**

- a. Workers' Compensation with Statutory Limits, as required by Section 3700 et seq. of the California Labor Code, or any subsequent amendments or successor acts thereto, governing the liability of employers to their employees.
- b. Employer's Liability coverage with minimum limits of **\$2 million**.
- c. Such insurance shall include the following endorsement as further detailed in the Endorsements Section below:
 - Waiver of Subrogation.

2. **Commercial General Liability Insurance.**

Commercial General Liability insurance for bodily injury and property damage coverage of at least **\$2 million** per occurrence or claim and a general aggregate limit of at least **\$2 million**. Such insurance shall cover all of

CONTRACTOR's operations both at and away from the project site. Such insurance shall not have any exclusion for Cross Liability or Cross-Suits. In addition, for any construction and public works projects, the insurance shall not have any exclusion for Explosion, Collapse and Underground perils (xcu) and for construction or demolition work within 50 feet of railroad tracks, the contractual liability exclusion for liability assumed shall be deleted.

- a. This insurance shall include coverage for, but not be limited to:
 - Premises and operations.
 - Products and completed operations.
 - Personal injury.
 - Advertising injury.

- b. Such insurance shall include the following endorsements as further detailed in the Endorsements Section below:
 - Additional Insured.
 - Separation of Insureds Clause.
 - Primary and Non-Contributory wording.
 - Waiver of Subrogation.

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

3. Business Automobile Liability Insurance.

Business Automobile Liability insurance providing bodily injury and property damage coverage with a combined single limit of at least **\$2 million** per accident or loss.

- a. This insurance shall include coverage for, but not be limited to:
 - All owned vehicles.
 - Non-owned vehicles.
 - Hired or rental vehicles.

- b. Such insurance shall include the following endorsements as further detailed in the Endorsements Section below:
 - Additional Insured.
 - Primary and Non-Contributory wording.
 - Waiver of Subrogation.

4. Property Insurance.

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

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

B. ENDORSEMENTS

1. Additional Insured.

The referenced policies and any Excess or Umbrella policies shall include as Additional Insureds the San Mateo County Transit District and its directors, officers, employees, volunteers and agents while acting in such capacity, and their successors or assignees, as they now, or as they may hereafter be constituted, singly, jointly or severally.

2. Waiver of Subrogation.

The referenced policies and any Excess or Umbrella policies shall contain a waiver of subrogation in favor of the San Mateo County Transit District and its officers, directors, employees, volunteers and agents while acting in such capacity, and their successors and assignees, as they now, or as they may hereafter be constituted, singly, jointly or severally.

3. Primary Insurance.

The referenced policies and any Excess and Umbrella policies shall indicate that they are primary to any other insurance and the insurance company(ies) providing such policy(ies) shall be liable thereunder for the full amount of any loss or claim, up to and including the total limit of liability, without right of contribution from any of the insurance effected or which may be effected by the San Mateo County Transit District.

4. Separation of Insureds.

The referenced policies and any Excess or Umbrella policies shall contain a Separation of Insureds Clause and stipulate that inclusion of the San Mateo County Transit District as an Additional Insured shall not in any way affect DISTRICT's rights either as respects any claim, demand, suit or judgment made, brought or recovered against the CONTRACTOR. The purpose of this coverage is to protect CONTRACTOR and the San Mateo County Transit District in the same

manner as though a separate policy had been issued to each, but nothing in said policy shall operate to increase the insurance company's liability as set forth in its policy beyond the amount or amounts shown or to which the insurance company would have been liable if only one interest had been named as an insured.

C. EVIDENCE OF INSURANCE

1. All Coverages.

Prior to commencing work or entering onto the Property, CONTRACTOR shall provide to Insurance Tracking Services, Inc. (ITS), the DISTRICT's authorized insurance consultant, a certificate of insurance with respect to each required policy to be provided by the CONTRACTOR under the Agreement. The required certificates must be signed by the authorized representative of the Insurance Company shown on the certificate. **The DISTRICT Contract number and Project name shall be clearly stated on the face of each Certificate of Insurance.**

Submit Certificates of Insurance to:
San Mateo County Transit District
C/O Insurance Tracking Services, Inc. (ITS)
P.O. Box 198
Long Beach, CA 90801

OR

Email Address: smt.certificates@instracking.com

OR

Fax: (562) 435-2999

In addition, the CONTRACTOR shall promptly deliver to ITS a Certificate of Insurance with respect to each renewal policy, as necessary to demonstrate the maintenance of the required insurance coverage for the terms specified herein. Such certificate shall be delivered to ITS not less than three business days after the expiration date of any policy.

D. GENERAL PROVISIONS

1. Notice of Cancellation.

Each insurance policy supplied by the CONTRACTOR shall provide at least 30 days' written notice to CONTRACTOR of cancellation or non-renewal. CONTRACTOR must then provide at least 30 days' prior written notice to the DISTRICT's authorized insurance consultant, Insurance Tracking Services, Inc. (ITS), if any of the above policies are non-renewed or cancelled.

Submit written notice to:
San Mateo County Transit District
C/O Insurance Tracking Services, Inc. (ITS)
P.O. Box 198
Long Beach, CA 90801

OR

Email Address: smt.certificates@instracking.com

OR

Fax: (562) 435-2999

2. Acceptable Insurers.

All policies will be issued by insurers acceptable to the DISTRICT (generally with a Best's Rating of A- 10 or better).

3. Self-insurance.

Upon evidence of financial capacity satisfactory to the DISTRICT and CONTRACTOR's agreement to waive subrogation against the DISTRICT respecting any and all claims that may arise, CONTRACTOR's obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance.

4. Failure to Maintain Insurance.

All insurance specified above shall remain in force until all work to be performed is satisfactorily completed, all of CONTRACTOR's personnel and equipment have been removed from the DISTRICT property, and the work has been formally accepted. The failure to procure or maintain required insurance and/or an adequately funded self-insurance program will constitute a material breach of this Agreement.

5. Claims Made Coverage.

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

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

with this Agreement.

- d. Policy allows for reporting of circumstances or incidents that might give rise to future claims.

6. Deductibles and Retentions.

CONTRACTOR shall be responsible for payment of any deductible or retention on CONTRACTOR's policies without right of contribution from the DISTRICT. Deductible and retention provisions shall not contain any restrictions as to how or by whom the deductible or retention is paid. Any deductible or retention provision limiting payment to the Named Insured is unacceptable.

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

ATTACHMENT B- DATA SECURITY AND PRIVACY REQUIREMENTS

1. DATA PRIVACY

The CONTRACTOR may have access to Personally Identifiable Information ("PII") in connection with the performance of the Agreement. PII is any information that identifies or describes a person or can be directly linked to a specific individual, including ridership and usage data. Examples of PII include, but are not limited to, name, address, phone or fax number, signature, date of birth, e-mail address, method of payment, payment card information, ridership and travel pattern data. AGENCY Personally Identifiable Information, or AGENCY PII, means any PII relating to the AGENCY's customers.

The CONTRACTOR must ensure and maintain the confidentiality, security, safety, and integrity of all AGENCY PII, including physical, electronic, and procedural safeguards designed to prevent unauthorized access or use and protect against known or anticipated threats to the security or integrity of such data. This includes, but is not limited to, the secure transport, transmission and storage of AGENCY PII used or acquired in the performance of this Agreement. Notwithstanding the generality of the foregoing requirements, CONTRACTOR will adhere to the following requirements concerning AGENCY PII:

A. The CONTRACTOR may not, except as authorized or required by law, reveal or divulge to any person or entity any AGENCY PII that becomes known to it during the term of this Agreement. The CONTRACTOR may not use or attempt to use any such information in any manner that may injure or cause loss, either directly or indirectly, to the AGENCY.

B. The CONTRACTOR must maintain policies and programs that prohibit unauthorized disclosure of AGENCY PII and promote training and awareness of information security policies and practices. The CONTRACTOR must comply, and must cause its employees, representatives, agents, and subcontractors to comply, with such commercially and operationally reasonable directions as the AGENCY may make to promote the safeguarding or confidentiality of AGENCY PII.

C. The CONTRACTOR must conduct background checks for employees or Subcontractors that have access to AGENCY PII or host AGENCY PII.

D. The CONTRACTOR must limit access to computers and networks that host AGENCY PII, including without limitation through user credentials and strong passwords, data encryption both during transmission and at rest, firewall rules, and network-based intrusion detection software.

E. The CONTRACTOR agrees to comply with the information handling and confidentiality requirements outlined in the California Information Practices Act (Civil Code sections 1798 et. seq.) and Civil Code Section 1798.81.5(b) by entering into this Agreement with the AGENCY. In addition, the CONTRACTOR warrants and certifies that

in the performance of this Agreement, it will comply with all applicable statutes, rules, regulations and orders of the United States, and the State of California relating to the handling and confidentiality of AGENCY PII, including the terms and conditions contained in this Section.

This Section will survive termination or expiration of this Agreement.

2. DATA SECURITY

The CONTRACTOR must provide those administrative, physical, and technical safeguards for protection of the security, confidentiality, integrity, and availability of AGENCY PII pursuant to the minimum standards of care recommended by the California Attorney General in her February 2016 report (See <https://oag.ca.gov/breachreport2016>). In particular:

A. The CONTRACTOR agrees to properly secure and maintain any computer, hardware and software applications, or electronic media that it will use in the performance of this Agreement. This includes ensuring all security patches, upgrades, and anti-virus updates are applied to secure AGENCY PII that may be used, transmitted, or stored on such software in the performance of this Agreement.

B. The CONTRACTOR, its employees, agents, Subcontractors, and consultants may not download or otherwise store any AGENCY PII onto any CONTRACTOR computer, desktop, laptop, thumb drives, disks, or other portable memory device without such data being encrypted.

C. The CONTRACTOR represents that its hosting environment is built upon a secure infrastructure, which undergoes examinations from an independent auditor in accordance with the minimum standards of care recommended by the California Attorney General in her February 2016 report (see above). For added security, the CONTRACTOR will use multi-factor authentication when accessing the infrastructure. In addition to the independent audit, AGENCY will have the right at any time, upon reasonable notice, to audit and inspect: (i) CONTRACTOR's facilities where the AGENCY PII is stored or maintained; (ii) any computerized software used to share, disseminate or otherwise exchange AGENCY PII; and (iii) CONTRACTOR's security practices and procedures, data protection, business continuity and recovery facilities, resources, plans and procedures related to software where the AGENCY PII is shared, disseminated or otherwise exchanged. The audit and inspection rights hereunder will be for the purpose of verifying CONTRACTOR's compliance with this Agreement, and all applicable laws.

D. The CONTRACTOR must process and store all AGENCY PII in a single-tenant environment and at no time will AGENCY PII be commingled with data of independent third-party users of CONTRACTOR's services.

E. The CONTRACTOR must have vulnerability management programs to identify and minimize threats and risks on any software used to store or transmit AGENCY PII.

F. The CONTRACTOR represents that the CONTRACTOR's management access to the hosting infrastructure is limited to authorized support staff. The security architecture has been designed to control appropriate logical access to the infrastructure to meet industry standards that meet or exceed the Trust Services Criteria and Principles for Security, Availability, Integrity, and Confidentiality established by the AICPA.

G. Notwithstanding anything to the contrary in this Agreement, the CONTRACTOR agrees to retain AGENCY PII for no longer than three days after the completion date of this Agreement and the AGENCY's confirmation that the CONTRACTOR may proceed with such deletion. At the conclusion of this retention period, the CONTRACTOR agrees to use U.S. Department of Defense ("DoD") – approved method and removal of AGENCY PII from any files, with said service being included in the total cost of this Agreement. Discarded AGENCY PII will be unavailable and unrecoverable following the purge on any storage media including, but not limited to, magnetic disk, optical disk, and memory chips ("Storage Media"). The CONTRACTOR agrees to destroy hard-copy documents containing AGENCY PII by means of a cross-cut shredding machine. The CONTRACTOR also agrees to use DoD—approved methods, or an alternate AGENCY-approved method, to sanitize any Storage Media prior to discarding or when useful life has ended, whichever comes first. At the conclusion of the performance period of this Agreement, the CONTRACTOR will submit a certification to the AGENCY's Project Manager that all electronic or hard-copy format AGENCY PII has been destroyed in accordance with the Agreement.

H. The CONTRACTOR is responsible for the security of the cardholder data the service providers possess or otherwise store, process or transmit on behalf of the AGENCY's customers, and to the extent that it could impact the security of the customer's cardholder data environment. The CONTRACTOR must at all times remain in compliance with the Payment Card Industry (PCI) Data Security Standard (DSS) requirements, including remaining aware at all times of changes to the PCI DSS and promptly implementing all procedures and practices as may be necessary to remain in compliance with PCI DSS, in each case, at the CONTRACTOR's sole cost and expense.

This Section will survive termination or expiration of this Agreement.

3. **NOTICE OF SECURITY BREACH**

The CONTRACTOR must immediately notify the AGENCY when it discovers that there may have been a data security incident that has or may have resulted in compromise to AGENCY PII. For purposes of this Section, immediately is defined as within twenty-four hours of discovery. The CONTRACTOR must immediately take such actions as may be necessary to preserve forensic evidence and eliminate the cause of any suspected breach or security vulnerability—and must promptly alert the AGENCY of any such circumstances, including information sufficient for the AGENCY to assess the nature and scope of any suspected data breach. In the event of an unauthorized disclosure of AGENCY PII, the CONTRACTOR will be liable for paying for the following costs to remediate any such unauthorized disclosure:

- A. The reasonable cost of providing notice of the breach to individuals affected by such breach;
- B. The reasonable cost of providing required notice of the breach to government agencies, credit bureaus, and/or other required entities;
- C. The cost of providing individuals affected by such breach with credit protection services designed to prevent fraud associated with identity theft crimes for a specific period not to exceed 12 months; and
- D. Any other service required by applicable law.

The CONTRACTOR must provide any information and/or support to the AGENCY in issuing the actual notification and, at the AGENCY's sole discretion, the CONTRACTOR must itself provide actual notification if the AGENCY desires. This Section will survive termination or expiration of this Agreement.

Exhibit A SCOPE OF SERVICES

The Peninsula Corridor Joint Powers Board (JPB) is seeking proposals from qualified and experienced firms to develop bike parking stations (Facilities) operate and manage the Bike Station Program at up to eight Caltrain stations, including:

1. 4th and King San Francisco Facility – Operate a staffed valet facility (currently in operation) and a future unstaffed bicycle station (to be established as part of this effort)
2. Menlo Park – Bike parking facilities currently exist in two station buildings at Menlo Park Station. The vendor would collaborate to upgrade one or both buildings and operate an unstaffed bicycle station in at least one of the two available station buildings. The use of the second building is not required. It also may be used for other uses that increase Caltrain customer amenities or reduce the overall payments from Caltrain.
3. Hayward Park – A ground floor, unstaffed bicycle station with room for up to 50 bicycles is included with plans for a development in the station's parking lot. The vendor would operate the facility when it comes on line.
4. Up to five (5) additional unstaffed bicycle stations – The vendor would collaborate with Caltrain to establish unstaffed bicycle station(s) at up to 5 additional stations with capacity for a minimum of 25 bikes per station (optional facilities at Caltrain's discretion) before July of 2025. Capital funding is currently available to establish these facilities.

Background

Caltrain has historically served most customers with bikes by providing on board space on trains. With growing ridership trending back to pre-pandemic levels and new train cars coming with electrification, Caltrain has capped the number of bike spaces on board trainsets at 72. The JPB is focused on accommodating future growth in bike access to stations with wayside bike improvements that encourage people to leave a bike at the station rather than take it on a train. Since there are size limitations for taking a bike on board the trains, all facilities should include space for larger than normal bikes (cargo bikes, long tailed bikes, etc.) to be parked.

Caltrain's Business Plan calls for increasing service in the coming years. There are no plans to build car parking structures or otherwise increase car parking. Some locations will see Transit Oriented Development in existing surface parking lots. In addition to providing bicycle parking, proposers will be evaluated on their proposals that improve first and last mile connections beyond just bicycles. It is anticipated that the Contractor will build relationships and programs over the course of this contract that will increase options for people accessing Caltrain in modes other than single occupant automobiles. In order to encourage strong programs that Caltrain customers can rely upon, this contract term is five years, with five additional one-year option years.

The Bike Station Program includes facilities with very different statuses. The 4th and King Station facility has been in operation for many years with regular staffing. This facility has staff available to park and retrieve bicycles during business hours. It has repair and bike retail services. The successful proposer will include as part of their proposal a Business Plan to maintain similar services and offer potential other services that would serve customers and generate revenue to help offset staffing costs. The staffed facility plan should include creative partnership ideas with shared micromobility companies to make use of staff resources so that shared devices are more reliably available to Caltrain customers. Other ideas that would lower the financial costs to Caltrain are also encouraged.

The Menlo Park Station facility is an example of an unstaffed bicycle station. An unstaffed bicycle station is a shared access storage area where registered cyclists lock their own bicycles. It was previously used as an unstaffed bike parking facility and may need to be updated prior to operation. Access is gained to the facility by electronic key card or similar device. As part of the proposal the Proposer must submit a Business Plan that includes a Parking Operations Plan to ensure regular parking turnover so that bicycles are not stored continuously for long periods of time. Hours of access for cyclists are generally longer than those at a staffed facility.

Other unstaffed locations are still being built and will be put into operation over the duration of the project. Proposer must include in their proposal the Transition Plan for these locations.

The last type of facility are those that need to be established. Caltrain has identified several potential locations for additional facilities. The Proposer must as part of their proposal include a Tenant Improvement Plan that identifies the facility, equipment, materials, supplies and amenities needed for such improvements. The purchase and installation of improvements and amenities, if approved, will be coordinated by Caltrain staff or its representatives.

The primary interest of the JPB is to provide bike parking amenities that encourage people to ride bikes to the station but leave bikes at the station. For this reason, keeping customer costs low is an important factor in the operation of these facilities. The JPB, in its sole and complete discretion, may require the Contractor to implement or change any fee charged for bicycle parking. Any fees collected from bicycle parking shall be used to offset the Facility's operating costs.

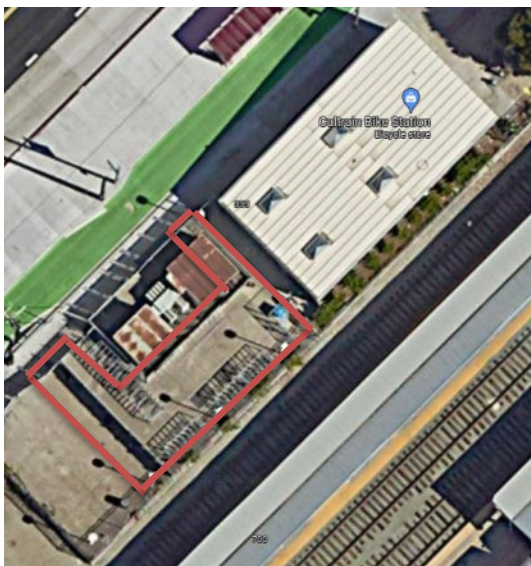
4th and King Street - San Francisco Facility

The 4th and King Street Facility is located at 311 Townsend Street, adjacent to the San Francisco Caltrain Station. There are four distinct areas that are included with this agreement:

1. **Main Building:** There is an approximately 1500 square foot building configured with double decker racks and an area for retail and repairs. The building can accommodate approximately 180 parked bikes. Space in between the bike racks can accommodate scooters without reducing the number of bike parking spaces.



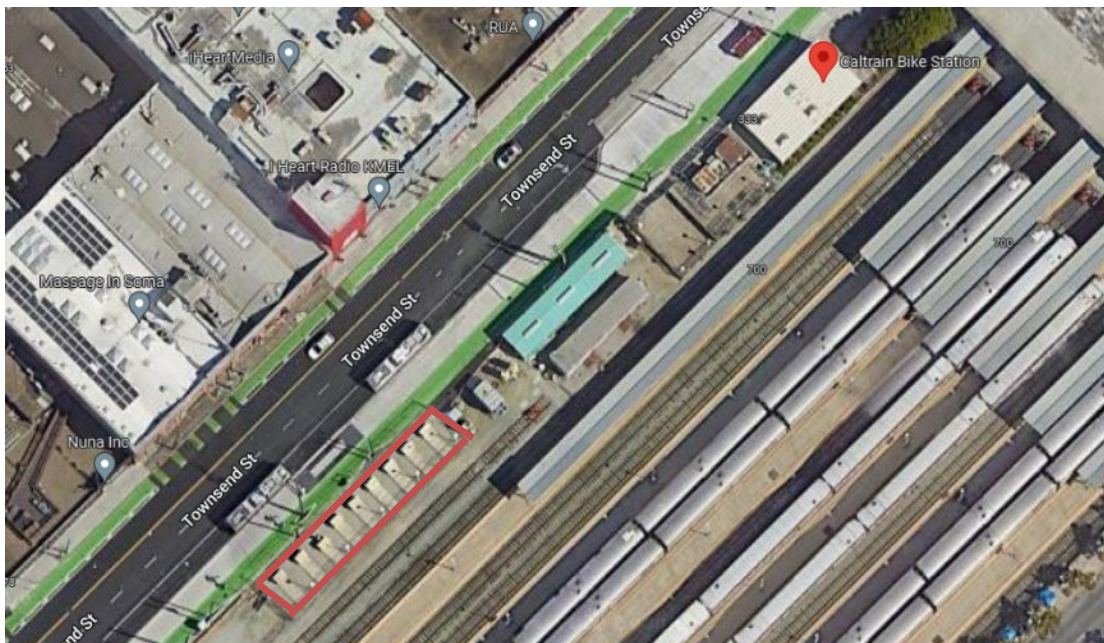
2. **Fenced Exterior Area #1:** Directly adjacent to the structure and accessible through the rear door and from the street, is a horseshoe shaped open (see orange outlined area below) air area that is approximately 1200 square feet. There is room to park approximately 50 bikes here.



3. **Sidewalk Space:** A 715 square foot area of sidewalk space on the north side of the structure is included as part of the area to be leased and is currently being sub-leased to Spin scooters as part of a pilot.



4. **Fenced Exterior Area #2:** About 280 feet from the front door of the bike parking building is an approximately 3,000 square foot open air area (see orange outlined area below) that had been previously used for bike lockers. This area is available to provide customer amenities or other ideas that will help offset the ongoing costs to Caltrain.

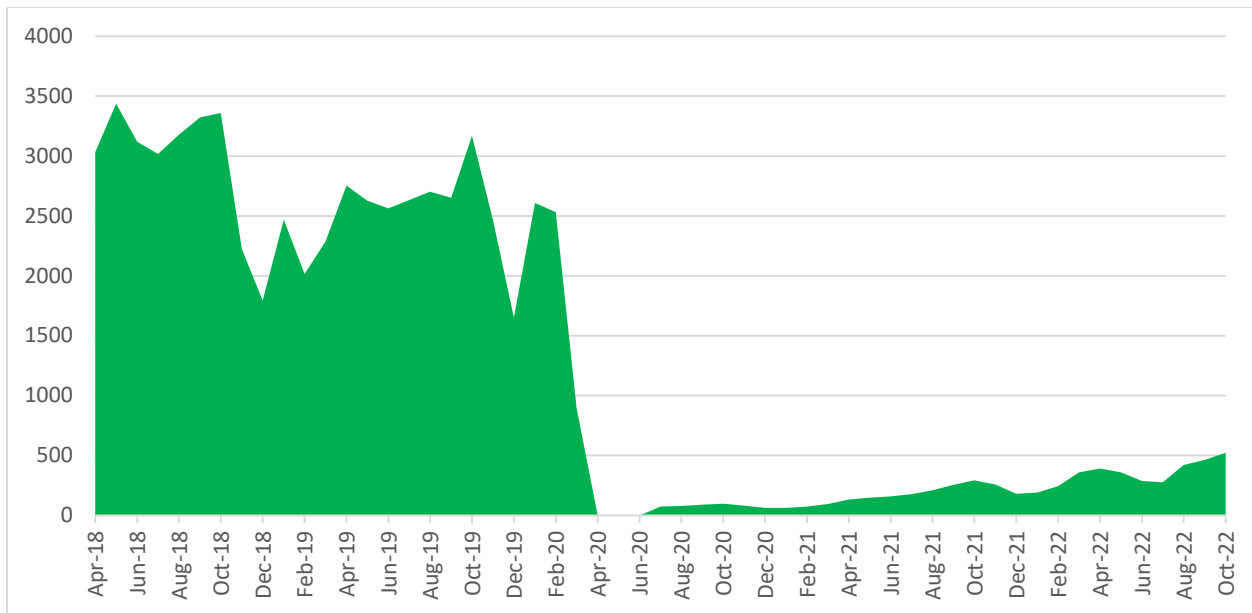


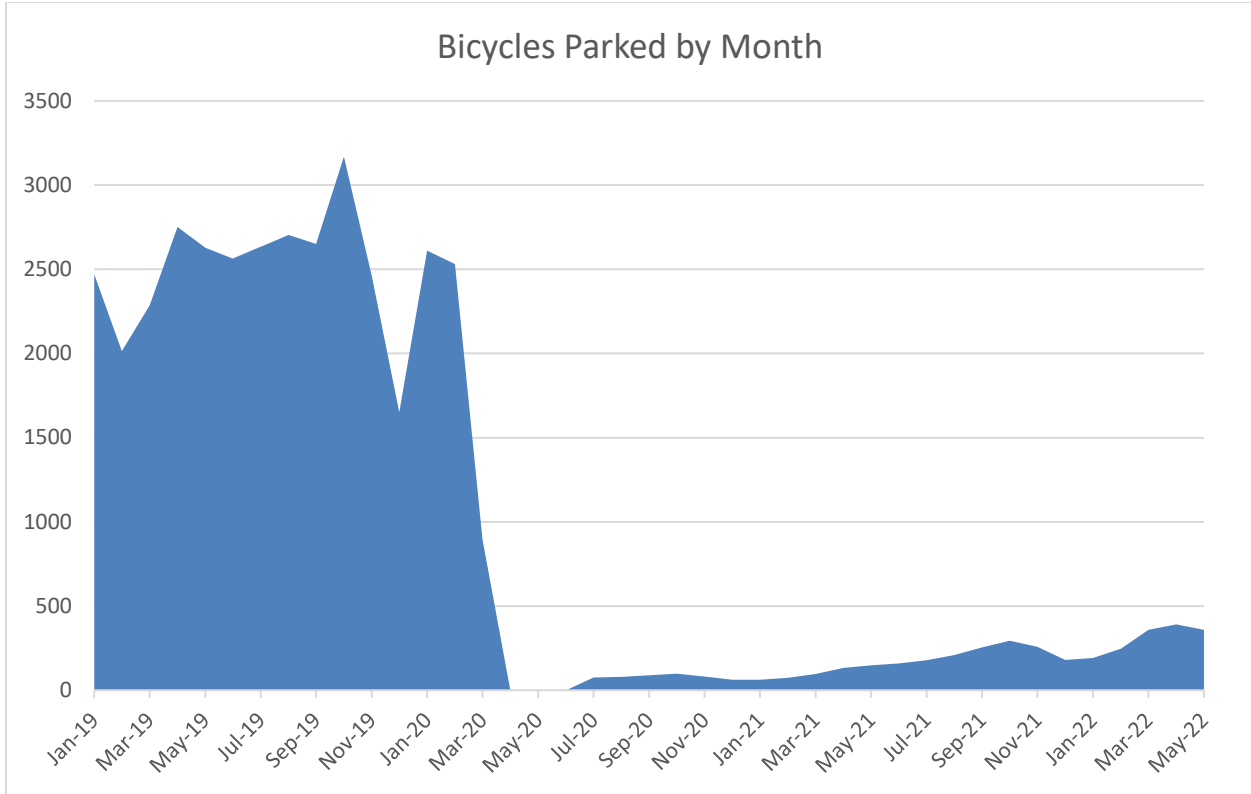
The 4th and King Station is the busiest station for bike ridership. More than 1200 cyclists boarded trains on the average weekday morning during the two most recent annual counts (2018 and 2019). Counts were conducted in February, which is one of the slowest months of the year for bike access to Caltrain. Current counts for bicycle boardings at 4th

and King Station have not been taken since 2019 but Caltrain ridership is approximately 35% of what it was pre-pandemic.

	Feb-18	Feb-19
Daily AM Bike Boardings 4th & King Station	1442	1225

COVID-19 has reduced the number of people using the facility. The chart below shows the number of bikes parked by month beginning in January of 2019. The busiest month saw over 3000 bikes parked (October 2019). When COVID-19 struck, the facility was closed for several months. The highest monthly parking numbers since the pandemic are 524 bikes parked in the month of October 2022.



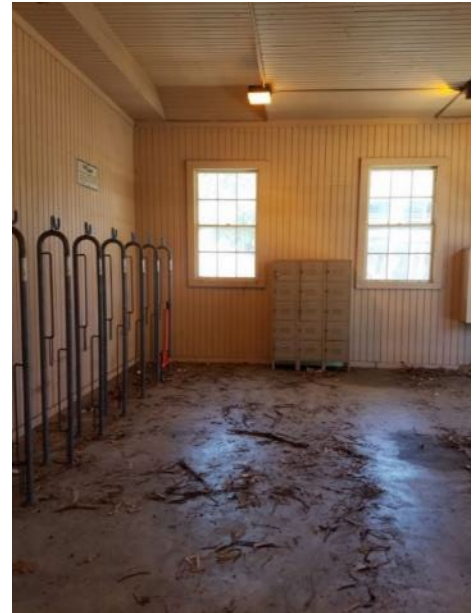


During this contract, the Downtown Extension (“The Portal”) and associated tunneling effort along Townsend Street will possibly lead to the demolition of the existing facility. While funding and approvals for this undertaking are still needed, the facility could be removed as soon as 2025. At the JPB’s sole discretion, a similarly sized facility may be provided during the construction phase for the Portal. A new bike parking facility may be constructed and available at the completion of the Portal construction. Moving expenses may be covered by the Portal project and other logistical issues will be coordinated with the operator, the JPB and the Transbay Joint Powers Authority. The JPB retains discretion to determine if relocation is feasible.

Menlo Park Facility

The Menlo Park Facility is located at 1120 Merrill Street in Menlo Park, CA. There are two station buildings available as part of the Bike Station Program. These rooms had been available to Caltrain customers prior to 2020, when keyed lockers were available at most Caltrain stations, but the application for use of these rooms was removed in 2020. Instructions to gain access to the sheds have recently been added to the Caltrain website but use is generally low.

1. **South Shed:** This building has four walls and a roof and is approximately 580 square feet. It currently has inverted U bike racks and hanging bike racks installed in the interior. The current configuration accommodates approximately 33 bikes.



2. **North Shed:** This structure has a roof and wrought iron fencing on three of the four sides. The bike parking area is approximately 696 square feet with approximately 40 vertical bike racks.

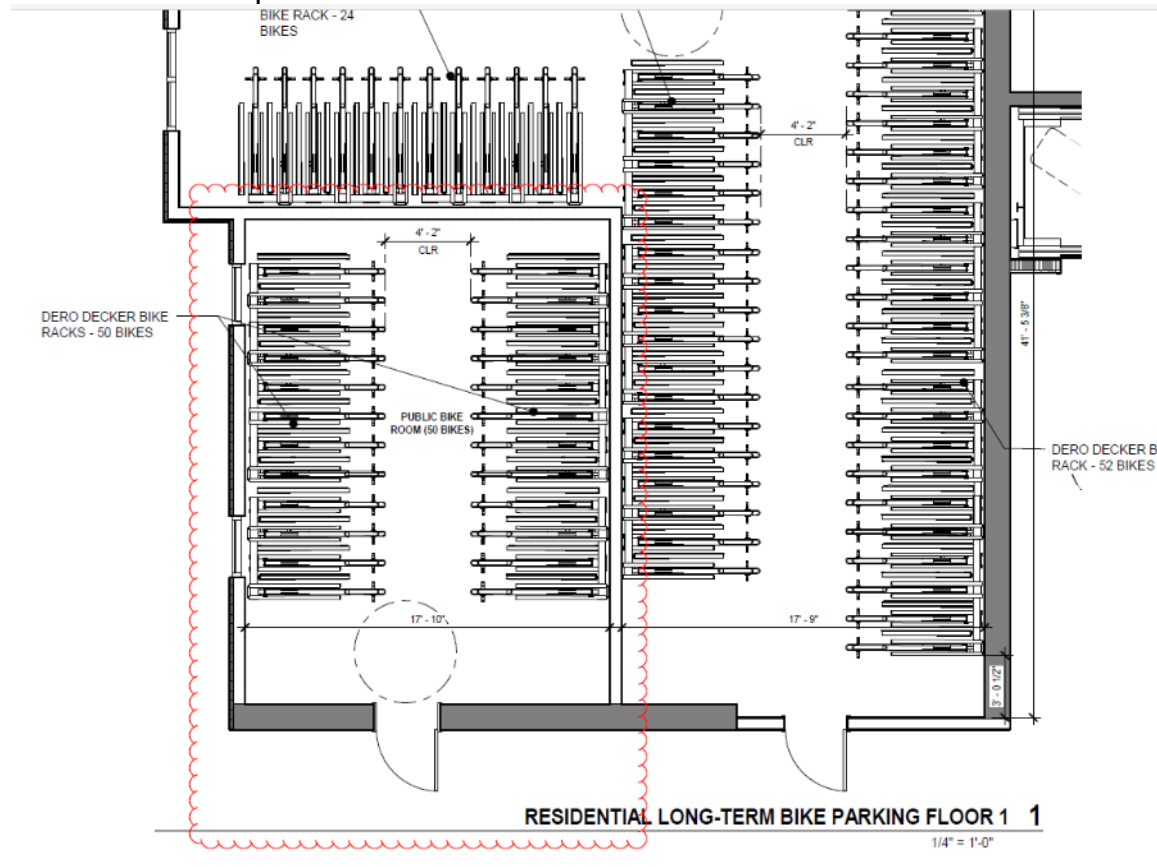


Menlo Park Station is the 10th busiest station for bike ridership. About 200 cyclists boarded trains in the AM peak during the two most recent annual counts that are conducted in the lower bike ridership month of February.

	2018	2019
Average February Weekday Morning Bike Boardings:	203	191

Hayward Park Facility

Much of the parking lot at Hayward Park Station is planned to be developed. As part of the development, an approximately 415 square foot public bike room near the northbound platform is being planned to serve Caltrain customers. With lift assist double decker racks, the facility would have a maximum capacity of about 50 bikes. There may be interest in lowering that figure in order to provide parking for larger bikes, like cargo bikes and long tailed bikes. While it is subject to change, it is anticipated that this unstaffed facility would be available for operation in 2026.



The most recent passenger counts (February 2019) found over 500 people boarding trains at Hayward Park Station in the AM Peak. Approximately 10% (53 people) boarded trains with bikes.

Other Potential Bike Station Locations

22nd Street Station:

There is an area under the freeway that may be suitable for a bike station. Initial discussions found some interest in a partnership from Caltrans but many questions are still left to be determined. 31 different customers used the e-lockers at this station in the summer of 2022.



San Mateo Station:

Area in the surface parking lot may be available for a modular bike room. 51 different customers used the e-lockers at this station in the summer of 2022.



Hillsdale Station:

Dedicated bike parking space has been set aside in both the north and south parking lots. There is also potential for a bike room under the tracks at the main station entrance near Derby Avenue. 25 different customers used the e-lockers at this station in the summer of 2022.



Belmont Station:

An area under the tracks at the main station entrance may work well for an easy to build bike room. 25 different customers used the e-lockers at this station in the summer of 2022.



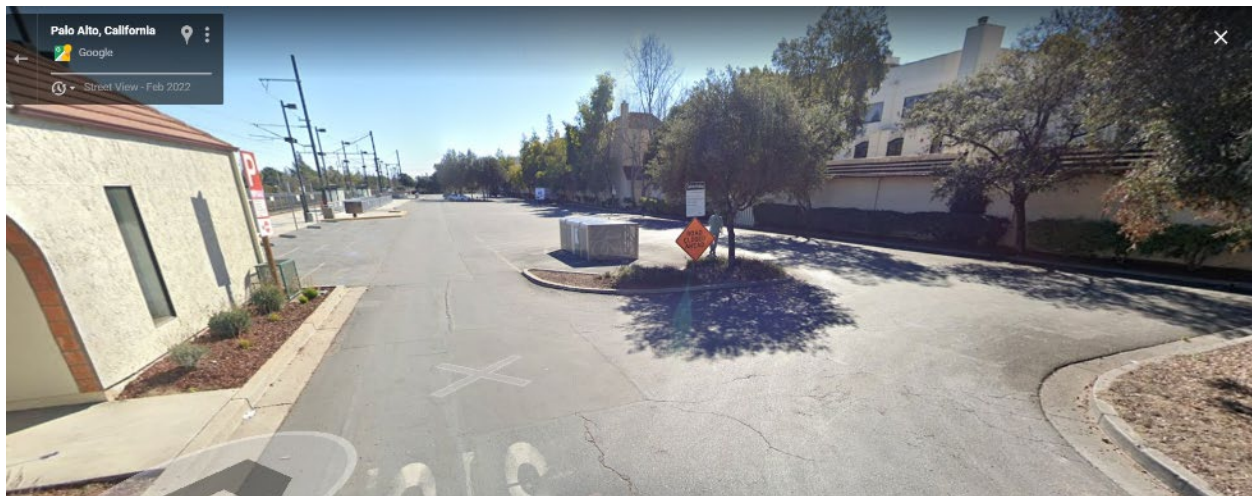
San Carlos Station:

An area under the tracks at the main station entrance may work well for an easy to build bike room. 13 different customers used the e-lockers at this station in the summer of 2022.



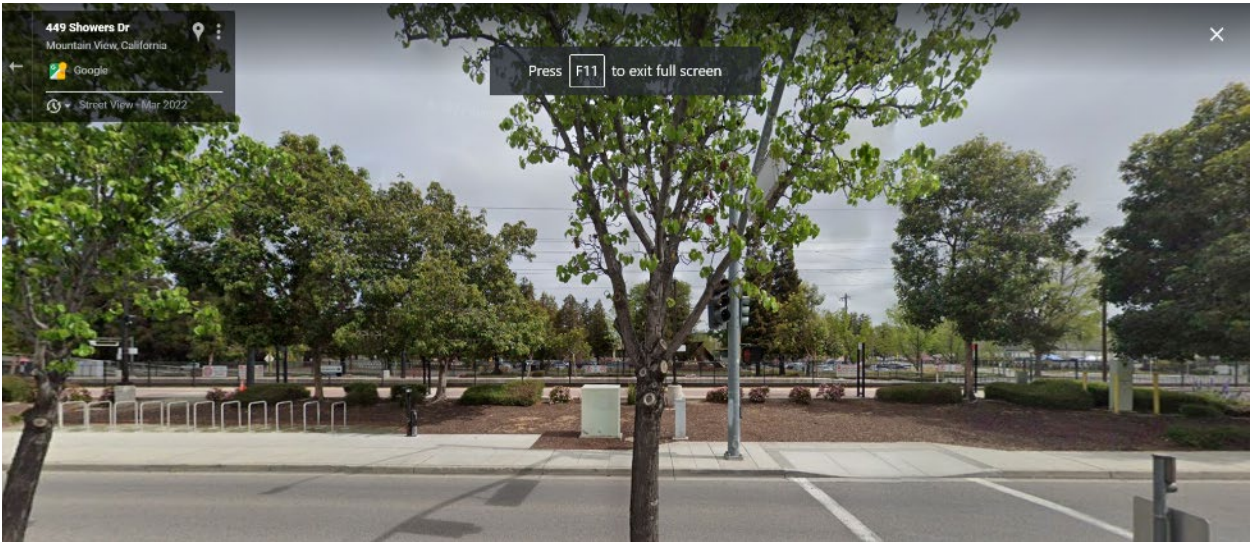
California Avenue Station:

Area in the surface parking lot may be available for a modular bike room. 57 different customers used the e-lockers at this station in the summer of 2022.



San Antonio Station:

A few locations are possible for a modular bike room on a concrete pad. 34 different customers used the e-lockers at this station in the summer of 2022.



Sunnyvale:

A few locations are a possible for a modular bike room or a facility inside the adjacent parking garage. 65 different customers used the e-lockers at this station in the summer of 2022.



San Jose Diridon Station:

Area in the surface parking lot may be available for a modular bike room. 68 different customers used the e-lockers at this station in the summer of 2022.



OPERATING DAYS AND HOURS

The staffed facility will be operational from 7:00am to 7:00pm at a minimum during non-holiday weekdays. The facility is closed on the following days: New Year's Day, Martin Luther King Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving, Day After Thanksgiving, and Christmas Day. The facility is also closed the week between Christmas and New Year's Day.

The unstaffed facilities are open from one half hour before the operation of Caltrain service begins to one half hour after Caltrain service concludes for the day.

The proposal must include operational procedures related to temporary closures to accommodate regularly scheduled breaks without inconveniencing customers. Procedures should include provisions for assisting with after-hours incidents or customer complaints in a timely manner.

SECURITY

The Contractor is responsible for the security for all bicycles parked at the Facilities. Each location must include security features to protect bicycles from theft, damage and vandalism. Contractor shall be responsible for handling any claims related to theft, damage, or vandalism. Caltrain will not compensate the vendor for any costs related to theft, damage or vandalism. The contractor shall have a user agreement in place at the facilities and on their website. A bike registry that includes the user agreement is preferred.

Proposer must also provide as part of the Security Plan clear policies for abandoned bikes and a process for their removal and disposal. These practices are subject to approval by Caltrain.

USER REGISTRATION

Use of a confidential registration program is preferred. The information should be available to Caltrain staff. It must not be available for sale and customer information should not be available to third parties for any purposes. The information should be used to assist with resolving any issues related to theft, damage or other incidents that may occur. A database must be kept to contact all customers about any service related issues.

Items to include in the registry include:

- Name
- Contact information: email, phone, mailing address
- Main station to be used
- Color/make of bike(s) to be parked at bike station
- Unique registration ID number assigned as part of registry

The registry shall be in a secure electronic database that allow for easy searching and sorting.

MARKETING

Contractor shall implement a marketing plan, including green/sustainable business practices, with sufficient detail to ensure successful marketing of the services. At a minimum it should include:

1. **Website:** A Caltrain specific website that shows all bike related facilities available at Caltrain stations, including those not operated by the contractor. These also include shared micromobility services. Caltrain's website will provide relevant links to the site.
2. **Signage:** Each facility should include clear signage that provide information about the facility and the amenities.
3. **Limited English Proficiency:** Website and other available information should provide basic information about how to use other languages. The project manager will work with the Contractor to provide translation services as part of the agreement.

All marketing materials are subject to review by and approval Caltrain staff.

MONITORING AND REPORTING

Contractor shall provide a monthly report to Caltrain's project manager. The reports shall maintain a minimum of the following:

- Bicycle storage numbers (current month, same month previous year, year to date) by station and total
- Number of active customers and new customers by month
- Cost per bike parked for staffed and unstaffed locations
- Marketing initiatives (completed, ongoing, planned)
- Summary of income and expenses
- Circumstance/issues of note

An annual survey of all registered customers should include:

- Use frequency
- Use of Caltrain frequency
- Satisfaction with service
- Demographics (home zip, work zip, age, gender)
- Suggestions for improved service

CONTRACTOR POINT OF CONTACT

The point of contact shall manage the Caltrain Bike Station Program. This person shall be based in the Bay Area and be the main contact with Caltrain. Responsibilities for the Point of Contact shall include a minimum of the following:

- Managing operations at all facilities
- Recruiting, hiring, and training staff as needed to provide services
- Marketing
- Reporting
- Invoicing
- Incident response
- Record keeping including coordination with customer registry
- Attend quarterly meetings with Caltrain Project Manager

CUSTOMER SERVICE

Contractor shall respond within one hour during normal business hours of notification to customer complaints or emergencies caused by a facility or staff problem (i.e. malfunctioning equipment, tardiness, etc.). A procedure to serve customers who are unable to retrieve their bike for reasons that are not the fault of the contractor must also be established.

For non-emergencies, Contractor shall respond to inquiries within 24 hours. A phone number for customer service during operating hours shall be posted. In advance of the quarterly meeting with the Caltrain Project Manager, Contractor shall submit a list of emergencies and complaints and the responses to those that may be discussed at the quarterly meeting.

The contractor shall coordinate any issues requiring police attention with the San Mateo County Sheriff's Office and the Caltrain Project Manager.

RETAIL AND SERVICES

The 4th and King staffed facility shall provide sales of bicycle parts and accessories. Trained staff must be available to perform bicycle repairs. Other items may be sold as long as they are not in competition with other businesses at the station. The Caltrain Project Manager will confirm whether or not it is permissible to sell certain products.

If permitted by the JPB, the retail operations must not compromise bicycle parking operations, serve to reduce the capacity of the Facilities to less than:

- 150 bicycles at the San Francisco staffed facility
- 30 bicycles at the San Francisco unstaffed facility
- 40 bicycles at the Menlo Park facility
- 25 bicycles at the 8 other optional facilities

All retail operations cannot compete with existing retailers at the station, which currently include a flower and snack stand, a coffee house and a sandwich shop.

JANITORIAL SERVICES

Contractor shall provide janitorial services for each facility. All bike stations are to be maintained as secure, clean, visible and welcoming environments for the customers and employees. Each Bike Station shall be cleaned to include sweeping, picking up litter, sanitizing shared surfaces daily or in response to complaints.

EXHIBIT B- CONTRACTORS PROPOSAL AND COST PROPOSAL

EXHIBIT C- COMMERCIAL LEASE

Exhibit D LABOR CODE REQUIREMENTS

This Agreement includes public works as defined by Labor Code Section 1720. Accordingly, the Contractor and Subcontractor(s) are subject to California prevailing wage laws when work under the Agreement includes the construction, alteration, demolition, repair, installation, maintenance, inspection, or land surveying of a plant, building, structure, ground facility, utility system or any real property including machinery and other equipment permanently attached to a building or realty as fixtures (hereinafter referred to as "Prevailing Wage Covered Work"). California prevailing wage laws include all applicable Sections of the Labor Code (Chapter 1, commencing with Section 1720, of Part 7 of Division 2). At its own cost, Contractor shall comply with all laws, rules and regulations that pertain to Contractor's work force.

A. Labor Non-Discrimination

Section 1735 of the Labor Code states that the Contractor shall not discriminate against any employee who is employed upon public works because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status of any person, except as provided in Section 12940 of the Government Code.

B. Coordination with Federal and California Prevailing Wage Laws

When both federal and California prevailing wage laws apply to the Agreement, the Contractor and any Subcontractor shall pay their workers the higher of the two prevailing wage rates. To the extent that contract provisions required by federal and state law are inconsistent, the Contractor is responsible for complying with the more comprehensive or stricter requirements. The Contractor and all Subcontractors shall insert this clause in any lower tier contract.

Federal prevailing wage rates are not applicable.

C. California Prevailing Wage Rates

The California Department of Industrial Relations (DIR) General Prevailing Wage Determinations **2022-2** shall constitute the Prevailing Wage for the duration of the contract. Copies of the determinations can be reviewed at the Agency's Central Office (1250 San Carlos Ave., San Carlos, California 94070) or found at: <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>

The Contractor shall post a printed copy of all applicable prevailing wage determinations in a prominent place at the work site.

The Contractor and Subcontractor(s) shall pay no less than the applicable prevailing wage to any worker performing Prevailing Wage Covered Work under

this Agreement for all work hours specified within the applicable prevailing wage determinations pursuant to Labor Code Section 1774.

When, after investigation by the Agency or the DIR, it is established that a worker has been paid less than the applicable prevailing wage, the Contractor or Subcontractor shall pay the worker restitution equal to the difference between actual wages paid and the applicable prevailing wage. In addition, the Contractor or Subcontractor shall forfeit to the Agency a penalty of not more than \$200 for each underpaid worker for each calendar day, or portion thereof, during which underpayment has occurred pursuant to Labor Code Section 1775. The Agency may withhold progress or final payments from the Contractor equal to the amount of unpaid wages and applicable penalties when it is established by the Agency or DIR that an underpayment has occurred. Withheld payments shall be released in accordance with Labor Code Sections 1742 through 1743 and 1771.6.

D. Future Wage Increases

Predetermined increases to the prevailing wage can be found within the applicable prevailing wage determinations. Prevailing wage determinations with predetermined increases are denoted by a double-asterisk (**) following the published expiration date. The Agency will not recognize any claim for additional compensation based on the payment by the Contractor of any predetermined increase to the prevailing wage, or the federal minimum wage rate, during the term of the Agreement. The possibility of wage increases during the Agreement is one of the elements to be considered by the Contractor in determining the bid, and such wage increases will not, under any circumstances, be considered as the basis of a claim against the Agency with regard to the Agreement.

E. Hours of Labor

The Contractor and Subcontractor(s) shall comply with Labor Code Sections 1810 through 1815.

The Contractor and Subcontractor(s) shall recognize that eight hours labor constitutes one day's work. The Contractor and Subcontractor(s) shall only permit a worker to work in excess of eight hours in one day and work in excess of forty hours in one week when that work is paid at no less than one and one-half times the prevailing wage basic hourly rate of pay.

The Contractor and Subcontractor(s) shall maintain accurate records showing the name of and actual hours worked each calendar day and each calendar week by each worker employed in connection with Prevailing Wage Covered Work performed under the Agreement. The Contractor and Subcontractor(s) shall make these records available for inspection by the Agency and by the DIR's Division of Labor Standards Enforcement.

When, after investigation by the Agency or DIR, it is established work has been performed in excess of eight hours in one day or forty hours in one week without appropriate compensation, the Contractor or Subcontractor(s) shall forfeit to the

Agency a penalty of \$25 per day for each affected worker. The Agency may withhold progress or final payments from the Contractor equal to the amount of underpayment and applicable penalties when it is established by the Agency or DIR that overtime work has not been appropriately compensated. Withheld payments shall be released in accordance with Labor Code Sections 1742 through 1743 and 1771.6.

F. Certified Payroll Records (CPRs)

The Contractor and Subcontractor(s) shall comply with Labor Code Section 1776 and Title 8 of the California Code of Regulations Section 16400.

The Agency may withhold progress or final payments due or estimated to be due to the Contractor or Subcontractor whose CPRs are delinquent or inadequate (terms defined in subsequent language of the Contract), plus any additional amount that the Agency has reasonable cause to believe may be needed to cover unpaid wages and penalties assessed against the Contractor or Subcontractor whose CPRs are delinquent or inadequate; the Contractor shall be required in turn to cease all payments to a Subcontractor whose payroll records are delinquent or inadequate until the Agency provides notice that the Subcontractor has cured the delinquency or deficiency.

The Contractor and Subcontractor(s) shall maintain CPRs for a period of three years following the completion of the Agreement.

a. Content of CPRs

The Contractor and Subcontractor(s) shall keep accurate CPRs detailing the following information: name, address, social security number, work classification, wage rates, straight time and overtime hours worked each day and each week, check number, deductions, contributions, payments, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee(s) employed by the Contractor or Subcontractor in connection with the Agreement.

Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

- i. The information contained in the payroll record is true and correct.
- ii. The employer has complied with the requirements of Labor Code Sections 1771, 1811, and 1815 for any work performed by his or her employees on the public works project.

A CPR is inadequate if the CPR does not contain all the above-mentioned parts.

b. Timely Submission of CPRs

The Contractor and Subcontractor(s) shall submit one CPR each week from the start of Prevailing Wage Covered Work through the completion of the

work. Each CPR shall be submitted within one week from the last day of the Contractor's or Subcontractor's work week. A CPR shall be considered delinquent if the CPR has not been submitted within thirty calendar days from the end of the work week.

c. Additional Requests for CPRs and Other Payroll Records

The Contractor's and Subcontractor's CPRs and all payroll records, as defined by Chapter 8 of the California Code of Regulations Section 16000, shall be available for inspection at all reasonable hours at the Contractor's or Subcontractor's office, and copies thereof shall be provided by the Contractor or Subcontractor on the following basis:

- i. Upon request of an employee or the employee's authorized representative.
- ii. Within ten calendar days of a written request from the Agency, or from DIR's Division of Labor Standards Enforcement or Division of Apprenticeship Standards. When copies of payroll records are not provided within ten calendar days, the Contractor or Subcontractor shall forfeit to the Agency a penalty of \$100 per worker for each calendar day or portion thereof that copies are not provided. The Agency may withhold progress or final payments from the Contractor equal to the amount of any accrued penalties. Withheld payments shall be released in accordance with Labor Code Sections 1742 through 1743 and 1771.6.

d. Submittal of Payroll Records via LCPtracker

The Contractor and Subcontractor(s) shall submit all CPRs via the LCPtracker online submittal system (www.lcptracker.com), unless otherwise required by the Agency. LCPtracker access is provided by the Agency free of charge to the Contractor and Subcontractor(s). Any optional interface with LCPtracker shall be at the sole expense of the Contractor. The Contractor is responsible for ensuring that all Subcontractors performing prevailing wage covered work under this agreement are registered in LCPtracker and submit CPRs.

e. Submittal of Payroll Records to the DIR

All contractors, subcontractors, or vendors performing Prevailing Wage Covered Work under this Agreement shall submit certified payroll records as specified in California Labor Code Section 1776 directly to the Labor Commissioner. Information on reporting to the Labor Commissioner is available online at: <https://www.dir.ca.gov/Public-Works/Contractors.html>

G. Apprenticeship Requirements

This provision does not apply to prime contracts with an award amount of less than \$30,000 per Labor Code Section 1777.5(o). Labor Code Section 1777.5(n)

emphasizes that a prime contractor is responsible for compliance with apprenticeship requirements. Therefore, the Contractor shall be responsible for compliance by the Contractor and any Subcontractor(s) with Labor Code Sections 1777.5 through 1777.6 related to the employment of apprentices. The Contractor shall be responsible for any penalties assessed by the Labor Commissioner in accordance with Labor Code Section 1777.7.

The Contractor and Subcontractor(s) shall meet the following obligations whenever Prevailing Wage Covered Work is performed under this Agreement in a craft or classification deemed to be apprenticeable within applicable prevailing wage determinations:

- a. Before the start of work under this Agreement, the Contractor and Subcontractor(s) shall notify all apprenticeship programs approved by DIR's Division of Apprenticeship Standards (DAS) to train apprentices within the county of the Work. Completion and submission of Form DAS-140 may constitute sufficient notification.

Form DAS-140 can be found at:

<http://www.dir.ca.gov/DAS/DASForm140.pdf>

Information on apprenticeship programs can be found at:

<http://www.dir.ca.gov/databases/das/pwaddrstart.asp>

- b. During work performed under the Agreement, the Contractor and Subcontractor(s) shall employ apprentices in a ratio of not less than one apprentice hour of work for every five hours of journeyman work. The Contractor and Subcontractor(s) shall obtain written exemptions from DAS or a DAS-approved apprenticeship program for exceptions to the one-to-five ratio.
- c. For every hour of journeyman and apprentice labor, the Contractor and Subcontractor(s) shall make apprenticeship training fund contributions to either the California Apprenticeship Council or an apprenticeship training program approved by the DAS. Apprenticeship training contributions shall be paid at no less than the amount specified within the applicable prevailing wage determination.
- d. The Contractor and Subcontractor(s) shall pay a worker at the appropriate journeyman prevailing wage rate if any of the following apprenticeship standards are not met:
 - i. The worker is registered as an apprentice with the DAS and the Contractor has obtained written proof of his or her registration.
 - ii. The worker is registered with U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services and the Contractor has obtained written proof of his or her registration.

- iii. The worker is employed in accordance with the apprenticeship standards of the apprentice agreement under which he or she is training.

H. Wage Kickbacks and Worker Registration Fees Prohibited

The Contractor and Subcontractor(s) shall comply with Labor Code Sections 1778 through 1779. The Contractor and Subcontractor(s) shall not take, receive, or conspire with another to take or receive, for his own use or the use of any other person any portion of the wages of any worker or subcontractor in connection with the Agreement.

The Contractor and Subcontractor(s) shall not charge, collect, or attempt to charge or collect, directly or indirectly, a fee or valuable consideration for registering any person work in connection with the Agreement, or for giving information as to where such employment may be procured, or for placing, assisting in placing, or attempting to place, any person in connection with the Agreement.

I. Agency Labor Compliance Program (LCP)

The Agency operates a DIR-approved LCP for monitoring and enforcing California prevailing wage law, including the abovementioned provisions. All Prevailing Wage Covered Work under the Agreement will be subject to the requirements of the LCP. The Contractor shall post the Agency's LCP contact information in a prominent place at the work site.

Pursuant to Labor Code Section 1726, the Agency shall take cognizance of Labor Code violations committed during the execution of the Agreement. The Agency shall withhold contract payments pursuant to Section 1771.6 if violations are found.

J. Contractor Registration for California Public Works

Pursuant to Labor Code Section 1771.1, a Contractor or Subcontractor shall not be qualified to bid on, be listed in a bid proposal, or engage in the performance of any contract for public work unless they are currently registered with the DIR and qualified pursuant to Labor Code section 1725.5. For Federally funded projects, the Contractor and all Subcontractors must be registered at the time of contract award.

Submission of a Proposal by an unregistered Contractor, or listing an unregistered Subcontractor, may result in the proposal being rejected as non-responsive. Contractor registration can be completed online at the following website:

<https://www.dir.ca.gov/Public-Works/Contractor-Registration.html>.

An unregistered Contractor or Subcontractor who is found to have performed prevailing wage covered work under this Agreement is subject to penalties of up to \$8,000 in addition to any penalty registration fees that may be assessed. Additionally, a higher-tiered Contractor who is found to have entered a subcontract

with an unregistered lower-tier Subcontractor is subject to penalties of up to \$10,000.

To ensure compliance with Labor Code 1773.3: the Agency shall withhold final payment due to the Contractor until:

- a. The Contractor has provided the Agency with a Contractor Registration Closeout Form that includes the name and PWCR of every lower-tier Subcontractor who performed Prevailing Wage Covered Work under the Agreement;
- b. The Agency's Labor Compliance Officer (LCO) has reviewed that the Contractor Registration Closeout Form contains all required information, has verified that all Contractors were properly registered, and has notified the Contractor that the Contractor Registration Closeout Form is acceptable, and;
- c. Thirty calendar days have passed since the LCO notified the Contractor that the Contractor Registration Closeout Form is acceptable. At the LCO's discretion, the thirty-day waiting period may be waived if all Subcontractors were previously identified.

K. Compliance Monitoring by the California DIR

This Agreement is subject to monitoring and enforcement by the DIR pursuant to Labor Code Section 1771.4. The Contractor must post site notices, as prescribed by Title 8 California Code of Regulations Section 16451(d).

L. Compliance With Concrete Delivery Legislation

The Contractor and all Subcontractors shall comply with the concrete hauling and delivery requirements in Labor Code section 1720.9 as added by AB 219. More information on these requirements may be found at:

https://www.dir.ca.gov/ConcreteDeliveryPrevailingWage/AB_219_Fact_Sheet.html

M. Payment of Workers Compensation

Pursuant to the requirements of Section 1860 of the California Labor Code, the Contractor will be required to secure the payment of workers' compensation to its employees in accordance with the provisions of Section 3700 of the Labor Code.

By submitting a bid and signing this Agreement, Contractor certified it is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provision of that code, and if awarded an Agreement, will comply with such provisions before commencing the performance of the Work of this Agreement.

N. Safety and Health Standards

Contractor must comply with applicable Occupational Safety and Health standards, regulations and guidelines in performing the Work under this Agreement, including without limitation Section 6500 of the Labor Code.

O. Trench Safety

Excavation for any trench five feet or more in depth will not begin until the Contractor has received approval from the Agency, of the Contractor's detailed plan for worker protection from the hazards of caving ground during the excavation of such trench. Such plan must be submitted at least five days before the Contractor intends to begin excavation for the trench and must show the details of the design of shoring, bracing, sloping or other provisions to be made for worker protection during such excavation. No such plan will allow the use of shoring, sloping or a protective system less effective than that required by the Construction Safety Orders of the Division of Industrial Safety; and if such plan varies from the shoring system standards established by the Construction Safety Orders, the plan must be prepared and signed by an engineer who is registered as a Civil or Structural Engineer in the State of California. Attention is directed to the provisions of Section 6705 of the Labor Code concerning trench excavation safety plans.

P. Prohibition Against Contracting with Debarred Subcontractors

Contractor is prohibited from performing work on a public works project with a subcontractor who is ineligible to perform work on the public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code.

END OF LABOR CODE REQUIREMENTS

Exhibit E SBE/DBE PROGRAM REQUIREMENTS

It is the policy of the Agency to ensure non-discrimination in the award and administration of all contracts and to create a level playing field on which SBEs and DBEs can compete fairly for contracts and subcontracts relating to construction, procurement, and services activities. To this end, the Agency has developed procedures to remove barriers to participation in the bidding and award process and to assist small and disadvantaged businesses to develop and compete successfully outside of the DBE Program. In connection with the performance of this Agreement, the Proposer will cooperate with the Agency in meeting these SBE commitments and objectives.

The AGENCY implements its DBE program in accordance with DOT regulations, and no contract-specific DBE participation goal has been established for this Agreement. However, CONSULTANT must cooperate with the AGENCY in meeting its commitments and objectives with regard to ensuring nondiscrimination in the award and administration of contracts and must use its best efforts to ensure that barriers to DBE's participation do not exist.

1. **SBE POINT PREFERENCE**

The Agency has established a contract specific SBE point preference of five points. The point preference will be granted to Proposers that are either (1) an SBE self-performing at least 30% of the contract; or (2) committed to subcontracting with one or more certified SBEs. The actual preference is calculated with the Proposer that has the highest SBE utilization rate receiving the full five points and other Proposers receiving points relative to the highest proposed SBE utilization.

Points received through the SBE preference will be added to each Proposer's total evaluation score. Preference points will be aggregated with proposal evaluation scoring to determine the highest ranked Proposer. Each Proposer must provide the **Form 5 SBE Preference** with their proposal to receive a point preference. If a Proposal fails to submit this form, no SBE preference points will be added to the evaluation of the proposal.

2. **SBE EVALUATION**

The Office of Civil Rights (OCR) shall review all the information submitted by Proposers in accordance with the solicitation documents to determine a recommendation regarding compliance with the SBE point preference requirements for award of a contract to the Proposer. The Proposers shall cooperate with OCR if a request for additional information is made during this evaluation process.

3. **ASSURANCE**

Pursuant to 49 CFR §26.13, and as a material term of any Agreement with the Agency, the Consultant hereby makes the following assurance and agrees to include this assurance in any contracts it makes with Subconsultants in the performance of this Agreement:

“The Consultant or Subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of U.S. DOT-assisted Contracts. Failure by the Consultant or sub-consultant to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy, as the Agency deems appropriate, which may include, but is not limited to: (1) withholding monthly progress payments; (2) assessing sanctions; (3) liquidated damages; and/or (4) disqualifying the Consultant from future bidding as non-responsible.”

By entering into the Agreement, the Consultant is deemed to have made the foregoing assurance and to be bound by its terms.

4. AVAILABLE SBE/DBE RESOURCES

The Agency recognizes SBE certifications performed by the following:

- A. Disadvantaged Business Enterprise (DBE) pursuant to U.S. Department of Transportation regulations, 49 CFR Part 26. This includes DBE certifications performed by the California Unified Certification Program, or any other state Unified Certification Program. A statewide directory of DBEs is available at <https://caltrans.dbesystem.com>.
- B. SBA 8(a) by the Small Business Administration provided that a firm's average annual gross receipts do not exceed the cap of \$28.48 million.
- C. Small Business (SB) certification performed by the California Department of General Services (DGS) for the following industries only: (a) Construction (NAICS 230000); (b) Manufacturing (NAICS 310000-330000); (c) Wholesaling (NAICS 420000); and (d) Trucking (NAICS 484000).
- D. All Microbusiness (MB) certifications by the California Department of General Services for ALL industries.
- E. SBE certification by the Santa Clara Valley Transportation Authority.
- F. SBE certification by the Los Angeles County Metropolitan Transportation Authority.

5. SBE ELIGIBILITY

To participate as an eligible small business, a firm must meet both of the following requirements:

- A. A firm (including affiliates) must be an existing small business as defined by Small Business Administration (SBA) regulations, 13 CFR Part 121, for the appropriate type(s) of work that your firm performs.
- B. Even if your firm meets the above requirement, your firm's (including affiliates') average annual gross receipts over the previous three years cannot exceed a maximum cap of \$28.48 million.

Note: SBA size standards vary by industry and certain industries, such as general construction contracting, exceed the cap of \$28.48 million. A general construction contractor meeting the SBA size standard but exceeding the cap of \$28.48 million, for example, is ineligible to participate as a small business on Agency' contracts. Please verify a firm's industry size standard by visiting SBA at:

<http://www.sba.gov/content/determining-size-standards>.

6. COUNTING SBE PARTICIPATION

SBE participation shall be counted and enforced in accordance with Title 49 CFR Part 26 and the Agency's DBE Program. SBE participation includes that portion of the Agreement actually performed by a certified SBE with its own forces. SBEs may participate as a consultant, subconsultant, joint venture partner, vendor or supplier of materials or services required by the Agreement. An SBE's participation can only be counted if it performs a commercially useful function on the Agreement. An SBE performs a commercially useful function when it actually performs, manages and supervises a portion of the work involved. There is a rebuttable presumption that if the SBE is not responsible for at least 30% of the work with its own forces, or subcontracts a greater portion of the work than the normal industry standard, it is not performing a commercially useful function. An SBE trucking company performs a commercially useful function if it is responsible for the overall management and supervision of the transportation services involved and uses at least one truck that it owns, insures, and operates with its own employees on the Agreement.

The Consultant shall determine the amount of SBE participation for each SBE performing work on the Agreement in terms of the percentage of the total Agreement amount. The Consultant shall also determine the total amount of SBE participation for the entire Agreement. The Consultant shall count SBE participation according to the following guidelines:

1. SBE Consultant

Count the entire dollar amount of the work performed or services provided by the SBE's own forces, including the cost of materials and supplies obtained for the work and the reasonable fees and commissions charged for the services. Do not

count any work subcontracted to another firm as SBE participation by the SBE Consultant.

2. SBE Subconsultant

Count the entire amount of the work performed or services provided by the SBE's own forces, including the cost of materials and supplies obtained for the work, except for materials and supplies purchased or leased from the Consultant, and reasonable fees and commissions charged for the services.

Do not count any work subcontracted by an SBE to another firm as SBE participation by said SBE. If the work has been subcontracted to another SBE, it will be counted as SBE participation for that other SBE.

3. SBE Joint Venture Partner

Count the portion of the work that is performed solely by the SBE's forces or, if the work is not clearly delineated between the SBE and the joint venture partner, count the portion of the work equal to the SBE's percentage of ownership interest in the joint venture.

4. SBE Manufacturer

Count 100% of the costs of materials and supplies obtained from an SBE manufacturer that operates or maintains a factory that produces the materials and supplies on the premises. This applies whether the SBE is a Consultant or Subconsultant.

5. SBE Regular Dealer

Count 60% of the costs of materials and supplies obtained from an SBE regular dealer that owns, operates, or maintains a store or warehouse in which the materials and supplies are regularly brought, kept in stock and sold or leased to the public in the usual course of business, except regular dealers of bulk items such as petroleum, cement, and gravel who own and operate distribution equipment in lieu of maintaining a place of business. This applies whether an SBE is a prime Consultant or Subconsultant.

6. Other SBEs

Count the entire amount of fees or commissions charged for assistance in procuring or delivering materials and supplies when purchased from an SBE that is not a manufacturer or regular dealer. Do not count the cost of the materials and supplies.

7. SBE Trucking Company

Count the entire amount of the transportation services provided by an SBE trucking company that performs the work using trucks it owns, insures and

operates with its own employees on the Agreement. Count the entire amount of the transportation services provided by an SBE trucking company that performs the work using trucks it leases from another SBE, including an owner-operator, provided that it is responsible for the overall management and supervision of the service and that it uses at least one truck that it owns, insures and operates with its own employees on the Agreement.

Count the entire amount of fees and commissions charged for providing the management and supervision of transportation services using trucks it leases from a non-SBE trucking company, including owner-operator, provided that it is responsible for the overall management and supervision of the service and that it uses at least one truck that it owns, insures and operates with its own employees on the Agreement.

7. CONTRACT COMPLIANCE

A. Substitution of Subconsultants

The Consultant shall not terminate an SBE Subconsultant at any tier without prior written consent from the Agency. The Consultant shall notify OCR in writing of its intention to substitute an SBE Subconsultant before any substitution of an SBE Subconsultant takes place. The Consultant must provide appropriate documentation to substantiate the request for substitution as defined by applicable federal and/or state law.

The Consultant shall utilize the specific SBEs listed to perform the work and supply the materials for which each is listed unless the Consultant obtains prior written consent. Unless prior consent is given, the Consultant shall not be entitled to any payment for work or materials unless it is performed or supplied by the listed SBE.

B. Change to a Firm's SBE Status

If an SBE Subconsultant is either decertified as an SBE or a Subconsultant is certified as an SBE during the life of the Contract, such Subconsultant shall notify the Consultant in writing with the date of decertification or certification. The Consultant shall notify the Agency of such an event and shall furnish the written documentation to the Agency.

C. Prompt Payment to Subconsultants

The Consultant shall pay any Subconsultants approved by the Agency for work that has been satisfactorily performed no later than seven calendar days from the date of Consultant's receipt of progress payments by the Agency.

The Agency shall withhold retainage from the Consultant, make prompt and regular incremental inspections and approvals of portions of the work and,

promptly release retainage to the Consultant based on these inspections and approvals. The Agency's incremental approvals and release of a portion of the retainage under this section does not constitute Acceptance of the work.

Within seven calendar days after the Agency has made a retainage payment to the Consultant, the Consultant shall release to any Subconsultant, who has satisfactorily completed work covered by the Agency's inspection and approval, the retainage owed to the Subconsultant for such work. For purposes of this section, a Subconsultant's work is satisfactorily completed when the Consultant certifies to the Agency that all the tasks called for in the subcontract related to the work covered by the Agency's incremental inspection and approval have been satisfactorily completed.

Any delay or postponement of payment by the Consultant to a Subconsultant may take place only for good cause and with the Agency's prior written approval. Any violation of these provisions shall subject the Consultant to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the Consultant or Subconsultants in the event of a dispute involving late payment or nonpayment by the Consultant; deficient Subconsultant performance; and/or noncompliance by a Subconsultant. This clause applies to all Subconsultants. In the event Consultant does not make progress payments or release retentions to the Subconsultant in accordance with the time periods specified herein, the Consultant will be subject to a charge of 2% per month on the untimely or improperly withheld payment.

The Consultant shall cooperate with the Project Manager or the Resident Engineer and OCR to identify, report and effectuate the prompt and regular approvals of the work.

D. Monthly Electronic Reporting Requirements

The Consultant shall maintain records of all subcontractor participation in the performance of the contract. This includes subcontracts entered into with both certified SBEs and non-SBEs and all materials purchased from both certified SBEs and non-SBEs.

The Consultant is required to report payments to all subcontractors, subconsultants, suppliers, manufacturers, and truckers (Subconsultants) in the Diversity Management and Compliance System (System) on a monthly basis. The System, a web-based electronic reporting system, is designed to record Agency payments made to the Consultant and prompt payments made by the Consultant to its Subconsultants. The Consultant and every Subconsultant will receive payment notifications via email. The Consultant must report a payment made to Subconsultant(s) within five calendar days of an email notification. The

Subconsultant(s) must confirm receipt of payment from the Consultant within five calendar days of an email notification.

It is the Consultant's responsibility to ensure that Subconsultant(s) confirm payments in the System in accordance with the requirements set forth above.

- E. If the Consultant fails to comply with the monthly electronic reporting requirements within the time period required in this section and has not received written approval for an extension, the Consultant agrees to pay a sum of \$50 each day the monthly report is late as liquidated damages. The amount of liquidated damages is not a penalty and covers reasonable damages that the Agency will sustain and which are impractical to determine in advance. The Agency may deduct the amount of liquidated damages from monies due to the Consultant. SBE Outreach Efforts for Work Directive Proposals

8. ADMINISTRATIVE REMEDIES

In the event the Consultant fails to comply with the SBE requirements of this Agreement in any way, the Agency reserves the right to implement administrative remedies which may include, but are not limited to, withholding of progress payments and Agreement retentions, imposition of liquidated damages, and termination of the Agreement in whole or in part.

END OF SBE REQUIREMENTS



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MICHELLE BOUCHARD
EXECUTIVE DIRECTOR

July 7, 2023

Andrew Fremier, Executive Director
Metropolitan Transportation Commission
Bay Area Metro Center
375 Beale Street, Suite 800
San Francisco, CA 94105

**RE: Metropolitan Transportation Commission Transit Capital Priorities Policy and Program:
Caltrain Railcar Replacement**

Dear Executive Director Fremier,

On behalf of the Peninsula Corridor Joint Powers Board (Caltrain), I am writing to thank you, your staff, and Metropolitan Transportation Commission (MTC) Commissioners for allocating \$30.4 million (M) in federal formula funds towards Caltrain's Railcar Replacement Project over FY23 and FY24, and for indicating intent to fund the remaining Federal share detailed in the April MTC Commission agenda: \$63.2M in FY25, \$61.6M in FY26, and \$20.8M in FY27. Our request for a combined \$176M — the federal formula share of the project's \$220M total cost — will enable Caltrain to replace our aging diesel locomotives and railcars with four electric multiple unit (EMU) trainsets critical to future operations.

Caltrain is deep into construction on our Electrification Project, which will transform the corridor from San Francisco to San José by replacing much of our diesel locomotive fleet with zero-emission EMU trains, helping to achieve the state's transportation, safety, and climate goals. In order to reach a fully zero-emission corridor and comply with the California Air Resources Board's In-Use Locomotive Regulation, Caltrain will need to continue transitioning our fleet from diesel- to electric-powered vehicles.

Caltrain has an opportunity to cost-effectively replace diesel locomotives and railcars that are past their useful life by exercising an option with Stadler, our EMU manufacturer. This opportunity to leverage cost savings under our existing contract option expires on August 15, 2023 due to the Federal Transit Administration (FTA) contract limits. If instead of leveraging this opportunity Caltrain were to seek a new procurement of these vehicles, costs would increase by approximately \$100M due to factors that including inflation in labor and materials, supply chain issues, the small size of the trainset order, lack of available production capacity, manufacturers' reluctance to enter into long-term fixed price agreements due to recent economic instability, and other issues.

PENINSULA CORRIDOR JOINT POWERS BOARD
1250 San Carlos Ave. – P.O. Box 3006
San Carlos, CA 94070-1306 (650) 508-6200

Andrew Fremier, Executive Director

July 7, 2023

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For these reasons and with the funding partnership with MTC for the federal formula funding, Caltrain is moving forward with exercising our option on the Stadler contract prior to the option expiration of August 15, 2023 for four replacement EMUs. We are eager to continue collaborating with MTC to fund these important trainsets over the next five years. As Caltrain will be obligated to make incremental payments based on milestones in accordance with FTA policies, we respectfully request MTC to consider programming FY25 and FY26 allocations by summer 2025. We are exceedingly grateful for the time and attention to this matter and are excited to continue our partnership in providing improvements in service, rider experience, safety, noise reduction, and air quality this project will provide to the region and its transit riders.

Thank you again and please feel free to contact Devon Ryan, Government and Community Affairs Officer (ryand@caltrain.com, 650-730-6172) with any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Michelle Bouchard". The signature is fluid and cursive, with a large initial "M" and a long, sweeping underline.

Michelle Bouchard
Executive Director

cc: Peninsula Corridor Joint Powers Board of Directors
Caltrain MTC Commissioners