Request for Qualifications/Proposals

Suisun City Train Depot
Space Available for Food/Beverage or Service Business
City of Suisun City
Request for Qualifications/Proposals
Space Available for Service Business
Suisun City Train Depot
177 Main Street
City of Suisun City

SUMMARY OF OFFERING

Description of Available Premises: 177 Main Street
Suisun City, CA 94585
Approximately 600 sq. ft. of area for food-prep, food service, and office space.

City Objectives: To make the Train Depot the heart of transportation in Downtown Suisun City by creating a full-service multi-modal transit hub for providing needed services for commuters.

Requested Operator Services: A sustainable food/beverage or similar service business at the Suisun City Train Depot with consistent hours of operation to serve commuter population and other consumers.

Proposals can be for a combination of Suite 1, Suite 2, and/or possible use of Lobby including vending. Use of the outdoor space surrounding the depot may also be possible.

Work cooperatively with the City and other tenants to improve/enhance the overall experience at the Suisun City Train Depot.

Operator Selection Process: Submission of proposals
Operator interviews
Recommendation to City Council

Proposals Due: 3 PM (PDT), Friday, March 25, 2022, Suisun City Hall, Attn: John Kearns 701 Civic Center Boulevard, Suisun City, CA 94585

City Contact: John Kearns
Senior Planner
jkearns@suisun.com
(707) 421-7337
Objectives

- Identify a use/operator that can successfully utilize the existing tenant space(s) and common area.
- Identify a use/operator that will capitalize on the daily commuter traffic, while also attracting/serving residents, employees, and other visitors in the downtown area.
- Identify an operator that can demonstrate their experience, industry expertise, skilled resources, and financial standing to successfully open and operate the proposed use.

Suisun City Overview

The City of Suisun City is a well-educated, family-oriented community of almost 30,000 residents located halfway between San Francisco and Sacramento. Positioned at the junction of Interstate 80 and State Route 12 and straddling the robust Capitol Corridor commuter rail service; Suisun City is an easy drive or train trip to every job center in one of Northern California’s most important mega-regions. The City boasts a wide range of new and historic neighborhoods interlaced with community parks, schools and vital public assets, including a new joint-use library, two community centers, senior center, sports complex and marina/boat launch. The City also has an expanding network of recreational trails connecting every neighborhood with the Waterfront District and the expansive Suisun Marsh, a protected wildlife area that forms the City’s southern border.

Building a diverse and sustainable local economy is the City’s top priority. In just two decades, Suisun City replaced debilitating blight and crime at its historic core with a vibrant pedestrian-oriented dining and entertainment destination. Today, the Waterfront District, in which the Train Depot is located, supports the region’s most diverse collection of independent restaurants and a growing entertainment sector. At the same time, the City is developing property at its geographic center with businesses that provide the goods and services our residents need and deserve.

Suisun City takes a long-term view of the economy with the outlook that we are truly building a sustainable engine to move our community forward for decades to come. As such, every business is a crucial piece of that engine leading the City to actively seek out quality businesses that will help create the drive and sustainable growth needed to achieve sustainability.
The Opportunity

The City of Suisun City is seeking an experienced and entrepreneurial-minded operator who can provide café (or similar) services at the Suisun City Train Depot in a small space improved for such use. The operator should have a plan to market the business to draw patrons who are not commuters, provide consistent hours of operation, and generally enhance the experience at the Train Depot.

Opened to the public in March 1904, the Suisun City Train Depot was established during the hey-day of rail transportation, situated about halfway between San Francisco and Sacramento. The Depot is part of the Capitol Corridor route from Sacramento to San Jose, and is a popular stop for commuters heading to either city. It is also served by local and intercity buses, making it a true intermodal center. As part of the ambitious revitalization plan of Downtown Suisun, the train depot was first renovated during the 1990s, with another major rehabilitation project recently completed in September 2016. The primary purpose of the most recent rehabilitation was to bring the restrooms and exterior “path of travel” up to current ADA standards. Electrical fixtures, new windows and doors, updated seating, painting, and entry way enhancements were also included as part of the rehabilitation.

The location has a number of unique characteristics. It is located in a historic Train Depot facility; it is easily accessible from the Central County Bikeway, which connects the City from end to end; it is positioned at the only Capitol Corridor commuter rail service stop in Solano County; serves as a multi-modal transit hub for Solano County with regular Greyhound stops as well as stops from bus lines serving neighboring communities; it is within a 10-minute walk from the Solano County Administrative Building and within walking distance of the scenic Suisun City Promenade.

The California State Rail Plan (2018) identifies a location in mid-Solano County that will link the Capitol Corridor intercity rail service with express buses to Contra Costa County, as well as connections to local transit systems. The Plan proposes future rail service to the northern San Francisco Bay Area counties of Marin, Sonoma and Napa (with interim bus service) provided by the Sonoma Marin Area Rail Transit District (SMART). Capitol Corridor service levels increase significantly with up to two trains per peak hour per direction between Suisun/Fairfield and San Jose and four trains per hour per direction between Suisun/Fairfield and San Francisco (via a proposed conventional railroad tube connecting Oakland and downtown San Francisco). Eastbound, up to two trains peak hour per direction continue to Sacramento and Roseville.

With a wide variety of people coming and going, and a recently renovated historic building, the Suisun City Train Depot is ripe for an operator that understands the opportunity. The space is available to tour upon request.
Available Property Information

The property is easily accessible to commuters and non-commuters. The space currently accommodates food preparation and food services. The following amenities consists of the following:

1. Hand-washing Sink
2. Three-compartment sink
3. Small Office Space
4. Solid roll down security gates
5. Customer service counter

Selected operator will need to provide additional equipment as necessary. There is an opportunity to utilize the lobby area as a seating area/lounge for travelers/commuters and patrons. Please see Attachment 1 for a space plan and Train Depot layout.

City Vision

Suisun City envisions the Train Depot becoming a vibrant destination for not only commuters, but for the community to take advantage of the unique attributes of the area. The Train Depot is also an important gateway to our community and more specifically the Waterfront District and the heart of transportation in Downtown Suisun City.

As a result, the City is keenly interested in creating a lasting positive impression that entices people to return and further explore the Waterfront District. This directly relates to the overall Waterfront District goals and objectives that are geared toward building local economic activity through destination tourism and creating an environment that is attractive and desirable. It is important to ensure the Train Depot is consistently open and welcoming for travelers and visitors alike while offering convenient services to enhance their travels and experience in Suisun City.

Schedule

Responses to this RFQ/P must be received no later than 3 PM., Friday, March 25, 2022. Responses must be addressed to:

    Mr. John Kearns
    Senior Planner
    701 Civic Center Blvd.
    Suisun City, CA 94585

Digital submissions may be sent to: jkearns@suisun.com

Informational Meeting is scheduled for Friday March 11, 2022, at 2 PM via Zoom:

www.zoom.com/join

Meeting ID: 825 0749 9510
Passcode: 969942
Presentation to Ad Hoc on Wednesday March 30, 2022 (tentative).
Lease agreement execution April 5, 2022 (tentative).

**Outline of Lease Terms**

The Lease terms generally include the following:

1. Rent set as a percentage of tenant’s gross receipts (1st payment may be deferred to end of year).
2. Lessee is required to maintain insurance on the premises for the duration of the Lease Agreement.

For further details please refer to the attached sample Lease Agreement (Attachment 5).

**Submittal Requirements**

Proposals must be submitted no later than the stated deadline (PDF copies are acceptable). Please submit materials in keeping with the following format, identifying each item by letter and number.

1. **Respondent’s Experience**
   A. Provide relevant experience including years of experience, past business ventures and their outcomes, and any other pertinent information. If partnering with another business, please provide all relevant contact information, experience, etc. for both businesses.
   
   B. Provide names, titles, addresses and contact information, of professional references and/or previous landlords who can attest to your relevant experience and character.

2. **Business Plan**
   A. Furnish a detailed business plan for proposed activities at the available premises. Please include what products and services will be offered, hours of operation, how the available market will be reached (i.e. marketing and outreach), equipment necessary to open business, lead time necessary from signing lease to opening business, and any additional information pertinent to conducting a successful business on the premises.

4. **Application**
   A. Complete and sign the attached rental application (Attachment 3).

5. **Proposed Signage**
   A. Include any information on proposed signage to promote business operations on the premises. Signage would require City approval.
6. **Lease Terms**

A. Provide any proposed changes to the attached sample Lease Agreement. Please reference specific sections of the Lease Agreement for any proposed changes when applicable (see Attachment 4).

**Selection Process**

Interested operators should submit responses to this RFQ/P, delivered by the deadline indicated herein. A Review Committee will review the submittals. Submittals will be evaluated based on the criteria outlined below as well as individual meetings with respondents, as necessary. If necessary, based on the Review Committee’s evaluations, a “short list” of operators will be prepared. Those “short listed” operators may be asked to submit more detailed information with respect to their business plan.

In the final phase, one operator will be recommended to the full City Council for approval. The Review Committee may recommend rejecting all proposals and continue to solicit proposals. The selected operator will then enter into a Lease Agreement with the City to offer the proposed services at the Depot.

**Selection Criteria**

In the RFQ/P process, emphasis will be placed on the qualifications and experience of the respondent and the creativity of their business plan. Submittals will be evaluated based upon the following criteria:

1. History/experience with operating the proposed use.
2. Planned improvements and utilization of the tenant space and common area.
3. Business plan (including hours of operation and product offerings).
4. Manner in which the proposed use will create a destination within the downtown area, serving the surrounding area.
5. The extent to which the proposed use will create a unique atmosphere, providing something different that other nearby existing businesses, while still being compatible with the surrounding property/uses.
7. Completeness in addressing the RFQ/P submittal requirements.

**Disclaimers**

The selected operator is responsible for maintaining any applicable licenses, permits or other official documents in order to operate on the premises. The selected operator shall comply with any and all applicable laws and regulations pertaining to their business.

**ATTACHMENTS TO RFQ/P**

1. Train Depot Location Map and Photos
2. Facility Photos
3. Floor Plan
4. Rental Application
5. Sample Lease Agreement
6. Capitol Corridor Train Schedule
Suisun City Train Depot Location Map and Additional Photos

= Suisun City Train Depot
Café (Suite 1)

Café: Walking in the entrance

Café Kitchen

Entrance to kitchen from Café

Looking towards Café counter

Storage area for kitchen

Side entrance and storage area for kitchen
CITY OF SUISUN CITY RENTAL APPLICATION

Applicant Information

Applicant Name: ____________________________________________

Business Name: ____________________________________________

Business Activity: ____________________________________________

Social Security No: ____________________________________________

Present Business Address: ____________________________________________

Present Home Address: ____________________________________________

Telephone Number: ____________________________________________

Permanent Mailing Address: ____________________________________________

How long at the present address? ____________________________________________

Have you ever been evicted? ____________________________________________

If yes, when and why? ____________________________________________

Does your business possess a current Suisun City Business License? _____________________________

References

Current Landlord: ____________________________________________

Phone Number: ____________________________________________

Rental Period Covered: ____________________________________________

Previous Landlord: ____________________________________________

Phone Number: ____________________________________________

Rental Period Covered: ____________________________________________

To the best of my/our knowledge and belief, I/we hereby certify that the foregoing information is true, complete and correct. Inquiries may be made to verify the statements herein. I/We also understand that false statements or omissions are grounds for disqualification and/or prosecution under the full extent of applicable California law.

I/We consent to a credit check and a background check which may include a search of public records of criminal arrests and convictions.

Applicant: ____________________________________________ Date: ________________

Co-Applicant: ____________________________________________ Date: ________________
LEASE AGREEMENT

BY THIS AGREEMENT dated _____ the City of Suisun City, herein called "Lessor," rents to _____, doing business as _____ herein called "Lessee," (whose address is _____ and phone number is _____) that certain real property, herein called "said premises," in the County of Solano, State of California, located at 177 Main Street, Suisun City, California, being a portion of the property commonly known as the Train Depot and shown in Exhibit A, under the following terms and conditions:

ARTICLE 1. PREMISES DESCRIPTION AND TERM OF LEASE

Description of Premises

Section 1.01. The rented premises are that portion of the building located at 177 Main Street, Suisun City, California as shown on the attached floor plan on “Exhibit A” and consisting of approximately 600 square feet, more or less.

Term

Section 1.02. This agreement is for an _____ month term commencing _____, and ending on _____ unless extended pursuant to section 1.03

Section 1.03 Lessor grants to Lessee two (2) options to extend the term of this agreement for an additional _____ months for each option provided Lessee notifies Lessor of its intent to exercise each option 90 days prior to the expiration date of the agreement and Lessee is in compliance with the terms of this Lease. The rent and other terms during the options periods of this agreement will be negotiated by both parties.

ARTICLE 2. RENT, UTILITIES, AND SECURITY DEPOSIT

Rent

Section 2.01. Lessee agrees to pay to Lessor as rent for the use and occupancy of said premises during the term of this agreement the sum corresponding to ten percent (10%) of Lessee’s gross revenue due and payable on the 1st day of the month following the month for which the rent is due. Gross revenue is defined as the revenue received by Lessee from its operation on the leased premises from all sources. Rent shall be payable to Lessor at 701 Civic Center Boulevard, Suisun City. In the event rent is not paid within 10 days after the due date, Lessee agrees to pay a late charge of $50. Lessee further agrees to pay $100 for each dishonored bank check.

Initial _____
Utilities

Section 2.02  Lessor is responsible for the payment of all utilities except telephone. Lessee is responsible for the payment of telephone service. Lessee is also responsible for janitorial services for the property commonly known as the train station including the leased premises.

Security System

Section 2.03  Lessee has opted to utilize the security system. Lessor is responsible for the expenses incurred with the maintenance and upkeep of the security system.

Security Deposit

Section 2.04  Lessor acknowledges receipt of a security deposit of $_____. The security deposit shall secure the performance of the Lessee's obligations hereunder. Lessor may, but shall not be required to, apply all, or a portion, of the security deposit to cure any default in Lessee's obligations herein. In the event the security deposit, or a portion thereof, is used for this purpose, Lessor shall have the right to require Lessee to repay to Lessor those portions of the security deposit so used. Upon written notice to Lessee from Lessor of the sum due to re-establish the full security deposit, Lessee shall pay the sum due to Lessor within 30 days.

ARTICLE 3. REPAIRS AND MAINTENANCE

Present Condition of Premises

Section 3.01 Lessee agrees and hereby stipulates with Lessor that said designated premises per Exhibit A are in good and tenantable condition on the date of this agreement, subject the completion of the improvements described in Section 3.02.

Improvements by Lessor

Section 3.02 During the term of this agreement, Lessor shall, at Lessor's own cost and expense, keep the exterior roof, side-walls, structural supports, and foundations of the building on said premises in good repair and make all necessary repairs to, or replacements of, the plumbing, and electrical systems on said premises; provided, however, Lessor shall not:

1. Be required to make any repairs to the exterior roof, side-walls, structural supports, and foundations of the building on said premises that are rendered necessary by the negligence of or abuse to such property by Lessee or any employees, agents, sublessees, or permittees of Lessee; or

2. Be liable for any damages resulting from Lessor's failure to make any repairs required by this section to be made by Lessor unless Lessee gives written notice to Lessor specifying the need for the repairs and Lessor fails to make the repairs with reasonable dispatch after the giving to the notice.
Repairs by Lessee

Section 3.03. Except as provided in Section 3.02 of this agreement, Lessee shall, at Lessee's own cost and expense, during the term of this lease or any renewal or extension of the term of this lease keep and maintain said premises in good order, repair, and in a tenantable condition. Lessee shall not make any repairs or modifications to the building unless said repairs and modifications are expressly approved in writing by Lessor.

Lessor's Right of Inspection

Section 3.04. Lessor or Lessor's duly authorized agents may enter said premises at any and all reasonable times with twenty-four hour prior notice, except in emergencies, during the term of this lease or any renewal or extension thereof to determine whether Lessee is complying with the terms and conditions of this agreement or to perform any other acts authorized by this agreement to be performed by Lessor or reasonably necessary to protect Lessor's rights under this agreement.

Surrender of Premises

Section 3.05. On expiration of this agreement, Lessee shall promptly surrender possession of said premises to Lessor in as good condition as said premises are now in the date of this lease, reasonable wear and tear and damage by the elements or fire or any casualty beyond the control of Lessee excepted.

ARTICLE 4. USE OF PREMISES

Permitted Use of Premises

Section 4.01. Lessee shall use said premises for operating and conducting thereon a coffee shop selling pastries, coffee drinks, sodas, water, sandwiches and other food items and for no other purpose without the written consent of Lessor, which consent shall not be unreasonably withheld.

Compliance with Law

Section 4.02. Said premises shall not be used or permitted by Lessee to be used in violation of any law or ordinance. Lessee shall maintain said designated premises in a clean and sanitary manner and in compliance with all laws, ordinances rules and regulations applicable to said premises enacted or promulgated by any public or governmental authority or agency having jurisdiction over said premises. Lessee will have a current City of Suisun City business license during the term of this agreement and will maintain all other applicable licenses that may be required by law.
Signs

Section 4.03. Lessee may place an appropriately sized sign to be approved by Lessor on in a location designated by Lessor. All signs shall be removed at the sole cost and expense of Lessee without damage to any building on said premises or to said premises on termination of this agreement.

Exhibits

Section 4.04 Lessor and Lessee will, jointly, research the feasibility of installing exhibits within the property commonly known as the Train Station with the theme of trains. This research may include studies and discussions with museums possessing exhibits and artifacts with the same theme.

ARTICLE 5. FIRE INSURANCE

Lessee to Maintain Insurance

Section 5.01. Lessee shall, at Lessee's own cost and expense, at all times during the full term of this lease and any renewals or extensions of the term of this lease keep all personal property insured for full replacement cost. Said insurance to be carried by insurance companies rated AAA or better in "Best's Insurance Guide" against loss or destruction by fire and the perils, including vandalism and malicious mischief, commonly covered under the standard extended coverage endorsement in the county where said premises are located.

Blanket Insurance Policy

Section 5.02. Should Lessee, at any time during the term of this agreement, have in full force and effect a "blanket" policy of insurance insuring said premises and property as well as other property owned or occupied by Lessee in the amounts and against loss or destruction by the perils described in Section 5.01 of this agreement, such blanket insurance policy shall be deemed to meet and satisfy the requirements of this Article provided a copy of the policy, or a certificate evidencing the policy, is delivered to Lessor as required by Section 7.04 of this agreement.

Insurance by Lessor

Section 5.03. Should Lessee at any time fail to procure or maintain the insurance required by this Article, Lessor may obtain such insurance and pay the premium on such insurance for the benefit of Lessee. Any amounts paid by Lessor to procure or maintain insurance pursuant to this section shall be immediately due and repayable to Lessor by Lessee together with interest thereon at the rate of ten percent per annum until paid.
ARTICLE 6. DESTRUCTION OF PREMISES

Damage or Destruction of Premises

Section 6.01. Should any improvements, including buildings and other structures, located on said premises be damaged or destroyed during the term of this agreement, Lessor shall have the sole option to determine whether to repair the damages to the premises or to terminate this agreement in the following manner:

(1) Where the damage or destruction is caused by the Lessee or otherwise included in the perils against which insurance is required to be carried by Section 7.02 of this agreement, to repair the damage from the proceeds of such insurance or, if such insurance has lapsed or not been carried, at the sole cost and expense of Lessee.

(2) Where the damage or destruction is caused by a peril against which insurance is not required to be carried by this agreement, to repair the damage at the sole cost and expense of Lessor.

Termination for Uninsured Loss

Section 6.02. Notwithstanding any other provision of this agreement, should any improvements located on said premises be damaged or destroyed to such an extent it will cost more than $1,000 to repair or replace them; and the damage or destruction is caused by a peril against which insurance is not required to be carried by this agreement, either Lessor or Lessee may terminate this agreement by giving the other written notice of the termination. The notice must be given within thirty days after the occurrence of the damage or destruction; provided, however, that Lessee can prevent termination of this agreement by Lessor pursuant to this section either:

(1) Paying to Lessor within thirty days after service by Lessee of notice of the termination the estimated cost in excess of $1,000 of repairing or restoring the damage or destroyed improvements and paying the balance of such costs in excess of $1,000 promptly on their determination on completion of the repairs or restorations; or

(2) Repairing or restoring, subject to the approval and supervision of Lessor, the damaged or destroyed improvements at Lessee's own cost and expense and accepting, on completion of the repairs and restoration, a credit from Lessor of actual cost of repairs not to exceed $1,000 to be applied toward payment of the installments of rent next becoming due under this lease.

Time for Construction of Repairs

Section 6.03. Any and all repairs and restoration of improvements required by this Article shall be commenced by Lessor within a reasonable time after occurrence of the damage or destruction requiring the repairs or restoration, shall be diligently pursued after being commenced, and shall be completed within a reasonable time after the loss.
Abatement of Rent

Section 6.04. The damage or destruction of any improvements located on said premises shall not terminate this agreement, except as otherwise provided in this Article, but any rent payable by Lessee to Lessor under this agreement shall:

1) Where the damage or destruction is caused by a peril against which insurance is not required to be carried by this agreement, be abated for the time and to the extent Lessee is prevented from occupying said premises for uses authorized in this agreement.

2) Where the damage or destruction is caused by a peril against which insurance is required to be carried by Section 5.01 of this agreement, continue to require to be paid by Lessee as provided in this agreement in full though the damage or destruction renders said premises either partially or completely uninhabitable for the uses authorized by this agreement.

ARTICLE 7. INDEMNITY FROM LIABILITY

Hold-Harmless Clause

Section 7.01. Lessee shall indemnify and hold Lessor and the property of Lessor, including said premises, free and harmless from any and all liability, claims, loss, damages, or expenses, including counsel fees and costs, arising by reasons of the death or injury of any person, including Lessee or any person or destruction of any property, including property owned by Lessee or any person who is an employee or agent of Lessee, caused or allegedly caused by (1) any cause whatsoever while such person or property is in or on said premises as designated by Exhibit "A" or in any way connected with said premises or with any improvements or personal property on said premises; (2) some condition of said premises or some building or improvement on said premises; (3) some act or omission on said premises of Lessee or any person in, on, or about said premises with the permission and consent of Lessee; or (4) any matter connected with Lessee's occupation and use of said premises.

Liability Insurance

Section 7.02. Lessee shall, at Lessee's own cost and expense, secure promptly after execution of this agreement and maintain during the entire term of this agreement and any renewal or extension of such term a broad form comprehensive coverage policy of public liability insurance, including bodily injury and property damage to which Sections 7.03 and 7.04 of this agreement shall apply, issued by an insurance company acceptable to Lessor insuring Lessee and Lessor against loss or liability caused by or connected with Lessee's occupation and use of said premises under this lease in amounts not less than:

1) $1,000,000 for commercial general liability insurance, written on an occurrence basis;

2) $50,000 for damage to or destruction of any property of others.
Cancellation of Insurance

Section 7.03. Each policy of insurance procured by Lessee pursuant to Section 5.01 or Section 7.02 shall expressly provide that it cannot be canceled for any reason or altered in any manner unless 10 days' prior written notice has been given by the insurance company issuing the policy to Lessor in the manner specified in this agreement for service of notices on Lessor by Lessee.

Deposit of Insurance Policies with Lessor

Section 7.04. Promptly on issuance, reissuance, or renewal of any insurance policy required by this lease, including fire and liability insurance policies, Lessee shall cause a duplicate copy of the policy or a certificate evidencing the policy naming Lessor as second loss payee and executed by the insurance company issuing the policy or its authorized agent to be given to Lessor.

Exoneration of Lessor

Section 7.05. Lessee hereby expressly waives all claims for damages and agrees that Lessor shall not be liable for any damages or injuries to Lessee's business, for any damage or destruction of property belonging to Lessee or on said premises with the consent of Lessee or for any injuries to Lessee or any person on said premises with the consent of Lessee unless such damage, injury, loss or destruction directly results from either Lessor's failure after written notice from Lessee to make any repairs required by this lease to be made by Lessor or an intentional or willful act of Lessor or some agent or employee of Lessor.

ARTICLE 8. DEFAULT AND TERMINATION

Remedies on Lessee's Default

Section 8.01. Should Lessee breach this agreement or abandon said premises without the notice of termination required herein, Lessor, in addition to any other remedy given Lessor by law or equity, may:

(1) Continue this agreement in effect by not terminating Lessee's right to possession of said premises, in which event Lessor shall be entitled to enforce all Lessor's rights and remedies under this agreement including the right to recover the rent specified in this agreement for a period of thirty (30) days after the breach or abandonment; or

(2) Terminate this agreement and recover from Lessee:

(a) The worth at the time of award of the unpaid rent which had been earned at the time of termination of this tenancy:

(b) The worth at the time of award of the amount of the unpaid rent for a period of thirty (30) days after the time Lessor became aware that Lessee abandoned the premises; and
(c) Any other amount necessary to compensate Lessor for detriment caused by Lessee's failure to perform his obligations under this lease; or

(3) Terminate this agreement and, in addition to any recoveries Lessor may seek under subparagraph (2) of this section, bring an action to re-enter and regain possession of said premises in the manner provided by the laws of unlawful detainer of the State of California then in effect.

**Default By Lessee**

Section 8.02. All covenants and agreements contained in this agreement are declared to be conditions to this tenancy and to the term hereby demised to Lessee. Lessee shall breach this agreement, thereby giving Lessor the remedies specified in Section 8.01 of this lease, should:

(1) Any rent be unpaid when due and remain unpaid for three days after written notice to pay such rent or surrender possessions of said premises is served on Lessee by Lessor; or

(2) Lessee defaults in the performance or breaches any other covenant, condition, or other term contained in this agreement and such default or breach is not cured within twenty days after written notice is given by Lessor to Lessee.

**Insolvency**

Section 8.03. Should Lessee become insolvent as defined in this section, Lessor may, by giving thirty day's notice to Lessee or on the person appointed to manage Lessee's affairs at the court that appointed him, terminate this agreement and forfeit Lessee's interest in said premises and in any improvements or facilities in, on, or appurtenant to said premises. For purposes of this section Lessee shall be conclusively presumed to have become insolvent if Lessee should:

(1) Have a receiver appointed to take possession of all or substantially all of Lessee's property because of insolvency;

(2) Make a general assignment for the benefit of creditor's; or

(3) Allow any judgment against Lessee to remain unsatisfied and unbound for a period of thirty days or longer.

**Cumulative Remedies**

Section 8.04. The remedies given to Lessor in this Article shall not be exclusive but shall be cumulative and in addition to all other remedies now or hereafter allowed by law or authorized elsewhere in this agreement.
Waiver of Breach

Section 8.05. The waiver by Lessor of any breach by Lessee of any of the provisions of this agreement shall not constitute a continuing waiver or a waiver of any subsequent default or breach be Lessee either of the same or a different provision of this agreement.

ARTICLE 9. MISCELLANEOUS

No Subleasing or Assigning

Section 9.01. Lessee shall not encumber, assign, or otherwise transfer his rights under this agreement, any right or interest in this agreement, or any right or interest in said premises or any of the improvements that may now or hereafter be constructed or installed on said premises without the express written consent of Lessor first had and obtained. Neither shall Lessee sublet said premises or any part thereof or allow any person, other than Lessee's agents, servants, and employees, to occupy said premises or any part thereof without the prior written consent of Lessor. Any encumbrance, assignment, transfer, whether it be voluntary or involuntary, by operation of law or otherwise, is void and shall, at the option of Lessor, terminate this agreement. The consent of Lessor to any assignment of Lessee's interest in this lease or the subletting by Lessee of said premises or parts of said premises shall not be unreasonably withheld.

Notices

Section 9.02. Except as otherwise provided by law, any and all notices or other communications required or permitted by this agreement or by law to be served on or given to either party hereto by the other party hereto shall be in writing and shall be deemed duly served and given when personally delivered to the party to whom it is directed or to any managing employee or officer of such party or, in lieu of such personal service, when deposited in the United States mail, first-class postage prepaid, addressed to Lessee at:

177 Main Street,
Suisun City, CA 94585

and

or to Lessor at:

701 Civic Center Boulevard
Suisun City, CA 94585

Either party, Lessor or Lessee, may change their address for purposes of this section by giving written notice of such change to the other party in the manner provided in this section.
Attorney's Fees

Section 9.04. Should any litigation, including arbitration proceedings, be commenced between the parties to this agreement concerning said premises, this tenancy, or the rights and duties of either in relation thereto, the party, Lessor or Lessee, prevailing in such litigation shall be entitled, in addition to such other relief as may be granted in the litigation, to a reasonable sum as and for his attorney's fees in the litigation which shall be determined by the court in such litigation or in a separate action brought for that purpose.

Binding on Heirs and Successors

Section 9.05. This agreement shall be binding on and shall inure to the benefit of the heirs, executors, administrator, successors, and assigns of each of the parties hereto, Lessor and Lessee, but nothing contained in this section shall be construed as a consent by Lessor to any assignment of this agreement or any interest in it by Lessee.

Time of Essence

Section 9.06. Time is expressly declared to be of essence.

Possessory Interest

Section 9.07. State of California Revenue and Taxation Code Section 107.6 requires that the City of Suisun City, acting as the owner of the property known as the Train Station must inform any and all tenants of said property when entering into a written lease agreement “whereby a possessory interest subject to property taxation may be created”.

By signing this lease agreement, the Lessee hereby acknowledges that the City has duly informed the Lessee of his or her obligation to pay any property taxes levied by Solano County on the possessory interest.

EXECUTED on the date specified on page one as the date of this agreement at Suisun City, Solano County, California.

LESSEE: ______________________________

By: ___________________________________

LESSOR: CITY OF SUISUN CITY

By: Greg Folsom City Manager
1. Lessor shall reserve the right to control and operate the public portions of the Building and the public facilities, as well as facilities and property furnished for the common use of the tenants, in such manner as it deems best for the benefit of the tenants and facility generally.

2. Lessor shall have the right to prohibit any advertising or business conducted by Lessee referring to the Building which, in Lessor’s opinion, tends to impair the reputation of the Building or its desirability as a first-class building and upon notice from Lessor, Lessee shall refrain from or discontinue such advertising or business.

3. Lessor shall provide cleaning products, bathroom supplies, and light-bulbs on a consistent basis. Should it be necessary to provide anything above the normal supply, Lessee shall contact Lessor as soon as the need is identified.

4. Security for the premises will consist of normal and customary patrols and availability of the Suisun City Police Department. It shall be the Lessee's responsibility to immediately notify the Police Department when additional assistance is needed. Lessee may, at lessee's expense, provide for additional security services. Lessor shall have the right to approve or deny any such additional security arrangements prior to implementation.

5. All entrance doors in the leased premises shall be locked when the leased premises are not in use. Lessee will keep windows and doors closed in order to maintain internal temperatures provided by the heat and air conditioning systems.

6. The building entries shall not be obstructed by any tenant, or used for any other purpose than ingress or egress to and from its respective premises. Lessee shall not bring into or keep within the Building any animal or vehicle, with the exception of Guide Dogs for the blind, or wheelchairs, motorized wheelchairs and the like.

7. Lessee shall not make or cause to be made any repairs, alterations, additions, or improvements, including painting, to or of the said premises, or any part thereof, without first obtaining the written consent of the Lessor. Lessee is responsible for any attachments to woodwork, walls, floors or ceilings.

8. Lessee will notify Lessor promptly of repairs which are needed in the common areas. In addition to anything outlined herein, rooms or other areas used in common by tenants shall be subject to the same regulations which apply to the leased premises.

9. No additional locks, bolts or mail slots of any kind shall be placed upon any of the doors or windows by Lessee, nor shall any change be made in existing locks or the
mechanism thereof. Lessee must, upon the termination of the tenancy, restore to
Lessor all keys either furnished to, or otherwise procured by Lessee, and in the event
of the loss of any keys so furnished, Lessee shall pay to Lessor the cost thereof.

10. No curtains, blinds, shades or screens shall be attached to or hung in, or used in
connection with any window or door of the said Premises without the prior written
consent of the Lessor.

11. The sashes, sash doors, skylights, windows and doors that reflect or admit light or air
into public places in the Building shall not be covered or obstructed by Lessee, nor
shall any bottles, parcels, trash, or other articles be placed on the window sills, or in
the public portions of the Building.

12. Lessee shall not mark, paint, drill into or in any way deface any part of the said
Premises or the Building. No boring, cutting or stringing of wires shall be permitted,
except with the prior written consent of Lessor, and as Lessee may direct.

13. Lessee may place an appropriately sized sign to be approved by Lessor in a location
designated by Lessor. All signs shall be removed at the sole cost and expense of
Lessee without damage to any building on said premises or to said premises.

14. Neither Lessee nor any of the Lessee's agents, servants, employees, contractors,
visitors or licensees shall at any time bring or keep upon the said Premises any
inflammable, combustible or explosive fluid, chemical or substance.

15. The Lessee shall not contract for any work or service which might involve the
employment of labor incompatible with the Building employees or employees of
contractors doing work or performing services by or on behalf of the Lessor.

16. Lessee shall install and maintain at Lessee's sole cost and expense, an adequate
visibly marked (at all times properly operational) fire extinguisher next to any
duplicating or photocopying machine or similar heat producing equipment, which
may or may not contain combustible material, in the said Premises.

17. No water cooler, air conditioning unit or system or other apparatus shall be installed
or used by Lessee without the written consent of Lessor.

18. Lessee is responsible for janitorial services, except as otherwise agreed to in writing,
for the property commonly known as the Train Depot including the leased premises.
This includes the lobby/waiting areas and restroom facilities.

19. The lavatories, water closets and urinals shall not be used for any purpose other than
those for which they were installed. Lessee is asked to report water leaks to Property
Management staff immediately.

20. Lessees shall maintain restrooms according to an agreed schedule which shall be
retained on file with the Lessor.

21. Common areas are generally defined as those spaces which are publicly accessible
and/or provide access to both Lessees’ rented portions of the premises. The
lobby/waiting area and bathrooms substantially fit within that definition.
22. Use of common areas shall be consistent with the primary purpose of the particular space (i.e. lobby/waiting area shall primarily be used as a space for passengers to wait for their transportation service to arrive). Placement of Lessee property within common areas is subject to approval by Lessor. Lessee assumes sole responsibility for any of their property placed within the common areas.

23. Some items have been placed within the common areas by the Lessor as enhancements to the facility. Such items include benches and water fountains and are entrusted to the Lessees for the duration of the Lease Agreement. Lessor is responsible for replacement of these items unless otherwise allowed by law. Such items may be removed or added at the discretion of the Lessor.

24. Common areas shall not be used for storage, unless specifically designed or designated for that purpose (e.g., storage closets, etc).

25. The Lessee shall not exhibit, sell or offer for sale on the Premises or in the Building any article or thing except those articles and things essentially connected with the stated use of the said Premises by the Lessee, further contained within the Lessee’s Lease Agreement, without the advance consent of the Lessor.

26. There shall not be used or kept anywhere in the Building by any tenant or persons or firms visiting or transacting business with a tenant any hand trucks or other vehicles, except those equipped with rubber tires.

27. No animal or bird of any kind shall be brought into or kept in or about the said Premises or the Building, except for Guide Dogs for the blind.

28. If the said Premises is, or becomes infested with insect pests or vermin as a result of the use or any misuse or neglect of the said Premises by Lessee, its agents, servants, employees, contractors, visitors or licensees, Lessee shall forthwith at Lessee's expense cause the same to be exterminated from time to time to the satisfaction of Lessor and shall employ such licensed exterminators as shall be approved in writing in advance by Lessor.

29. Lessor reserves the right by written notice to Lessee, to rescind, alter or waive any rule or regulation at any time prescribed for the Building when, in Lessor's judgment, it is necessary, desirable or proper for the best interest of the Building and its tenants.

30. Lessor is not responsible to any tenant for the non-observance or violation of the Rules and Regulations by any other tenant.

31. In the event of an emergency, Lessee agrees to allow Lessor to enter the said premises without prior notice. Lessee is requested to report water leaks immediately. No vehicle washing is permitted adjacent to the premises.

Accepted: ________________________________, Lessee

Date: ________________________________
# Daily Train Schedule

**CAPITOL CORRIDOR®**

**WEAKDAY WESTBOUND**

**EFFECTIVE JANUARY 24, 2022**

## Auburn-Sacramento-Emeryville/SF-Oakland-San Jose

<table>
<thead>
<tr>
<th>CODE</th>
<th>STATION</th>
<th>Train</th>
<th>QUIET CARS</th>
</tr>
</thead>
<tbody>
<tr>
<td>COX</td>
<td>Colfax</td>
<td>Depart</td>
<td>521 523 525 527 531 541 543 545 547 549 551</td>
</tr>
<tr>
<td>ARN</td>
<td>Auburn</td>
<td>Depart</td>
<td>540a 10:15a</td>
</tr>
<tr>
<td>RNL</td>
<td>Rocklin</td>
<td>Depart</td>
<td>6:03a 10:30a</td>
</tr>
<tr>
<td>RSV</td>
<td>Roseville</td>
<td>Depart</td>
<td>4:15a 5:15a 6:12a 10:45a</td>
</tr>
<tr>
<td>FFV</td>
<td>Fairfield/Vacaville</td>
<td>Depart</td>
<td>4:45a 5:45a 6:45a 7:18a 9:30a 12:30p 2:30p 4:30p 5:38p 6:30p 8:30p</td>
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<td>BKY</td>
<td>Berkeley</td>
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<tr>
<td>OAC</td>
<td>Oakland Coliseum-BART</td>
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<td>6:11a 7:09a 8:48a 10:54a 1:55p 7:03p</td>
</tr>
<tr>
<td>HAY</td>
<td>Hayward</td>
<td>Depart</td>
<td>6:21a 7:22a 8:59a 11:06a 2:05p 7:13p</td>
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<tr>
<td>FMT</td>
<td>Fremont/Centerville</td>
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<td>6:37a 7:37a 9:15a 11:23a 2:20p 7:30p</td>
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<td>GAC</td>
<td>Santa Clara/Great America</td>
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<tr>
<td>SCC</td>
<td>Santa Clara/University</td>
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<tr>
<td>SJC</td>
<td>San Jose</td>
<td>Depart</td>
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## Emeryville to San Francisco Bus Connection

<table>
<thead>
<tr>
<th>CONNECTING TRAIN:</th>
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<th>523</th>
<th>525</th>
<th>527</th>
<th>531</th>
<th>541</th>
<th>543</th>
<th>545</th>
<th>547</th>
<th>549</th>
<th>551</th>
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<tbody>
<tr>
<td>SFC SF Salesforce Plaza</td>
<td>Depart</td>
<td>6:20a</td>
<td>7:30a</td>
<td>8:30a</td>
<td>9:00a</td>
<td>11:05a</td>
<td>2:05p</td>
<td>4:10p</td>
<td>6:10p</td>
<td>7:15p</td>
<td>8:10p</td>
</tr>
</tbody>
</table>
## CAPITOL CORRIDOR®

**Daily Train Schedule**

**WEEKDAY EASTBOUND**

**EFFECTIVE JANUARY 24, 2022**

### San Francisco - Emeryville Bus Connection

<table>
<thead>
<tr>
<th>Code</th>
<th>Station</th>
<th>Depart</th>
<th>Arrive</th>
</tr>
</thead>
<tbody>
<tr>
<td>SFC</td>
<td>SF Salesforce Plaza</td>
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<tr>
<td>EMY</td>
<td>Emeryville-Amtrak</td>
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<td><strong>EMY</strong></td>
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<td><strong>Depart:</strong></td>
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<tr>
<td></td>
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### San Jose-Oakland-Emeryville/SF-Sacramento-Auburn

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<thead>
<tr>
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<th>Train:</th>
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<th>CODE</th>
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<td>4:05p</td>
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<td>Santa Clara/Great America</td>
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<td>3:19p</td>
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<td>Hayward</td>
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<td>4:01p</td>
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<td>Martinez</td>
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<td>2:58p</td>
<td>4:00p</td>
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<td>DAV</td>
<td>Davis</td>
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<td>1:53p</td>
<td>3:45p</td>
<td>4:49p</td>
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<tr>
<td>SAC</td>
<td>Sacramento 1/4</td>
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<td>11:57a</td>
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<td>5:16p</td>
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<td>RSV</td>
<td>Roseville</td>
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<td></td>
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<tr>
<td>RLN</td>
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<td></td>
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<td>@6:43p</td>
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<tr>
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<td>Auburn</td>
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## Auburn-Sacramento-Emeryville/SF-Oakland-San Jose

<table>
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<th>723</th>
<th>727</th>
<th>729</th>
<th>737</th>
<th>741</th>
<th>743</th>
<th>745</th>
<th>747</th>
<th>751</th>
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<tbody>
<tr>
<td>COX</td>
<td>Colfax</td>
<td>Depart</td>
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<td></td>
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</tr>
<tr>
<td>RLN</td>
<td>Rocklin</td>
<td>Depart</td>
<td>8:18a</td>
<td>9:30a</td>
<td></td>
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</tr>
<tr>
<td>RSV</td>
<td>Roseville</td>
<td>Depart</td>
<td>8:27a</td>
<td>9:45a</td>
<td></td>
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<tr>
<td>SAC</td>
<td>Sacramento 2</td>
<td>Arrive</td>
<td>8:54a</td>
<td>10:35a</td>
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</tr>
<tr>
<td>DAV</td>
<td>Davis</td>
<td>Depart</td>
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<td>11:10a</td>
<td>1:10p</td>
<td>3:10p</td>
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<td>9:10p</td>
</tr>
<tr>
<td>FFV</td>
<td>Fairfield/Vacaville</td>
<td>Depart</td>
<td>6:30a</td>
<td>7:30a</td>
<td>9:30a</td>
<td>11:30a</td>
<td>1:30p</td>
<td>3:30p</td>
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<tr>
<td>EMY</td>
<td>Emeryville</td>
<td>Depart</td>
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<td>Oakland Jack London</td>
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<tr>
<td>OAC</td>
<td>Oakland Coliseum-BART ☞</td>
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<td>7:54a</td>
<td>8:54a</td>
<td>10:54a</td>
<td>12:54p</td>
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<td>12:03p</td>
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<td>3:59p</td>
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### Emeryville to San Francisco Bus Connection

<table>
<thead>
<tr>
<th>CONNECTING TRAIN</th>
<th>723</th>
<th>727</th>
<th>729</th>
<th>737</th>
<th>741</th>
<th>743</th>
<th>745</th>
<th>747</th>
<th>751</th>
</tr>
</thead>
<tbody>
<tr>
<td>SFC</td>
<td>SF Salesforce Plaza</td>
<td>Depart</td>
<td>8:05a</td>
<td>9:05a</td>
<td>11:05a</td>
<td>1:05p</td>
<td>3:05p</td>
<td>5:05p</td>
<td>7:05p</td>
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</table>
**CAPITOL CORRIDOR®**

**Daily Train Schedule**

**WEEKEND EASTBOUND  EFFECTIVE JANUARY 24, 2022**

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**San Francisco - Emeryville Bus Connection**

<table>
<thead>
<tr>
<th></th>
<th>Depart</th>
<th>Arrive</th>
<th>Depart</th>
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<tr>
<td>EMY</td>
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<td>Emeryville- Amtrak</td>
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**CONNECTING TRAIN:**

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<tbody>
<tr>
<td>EMY</td>
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**San Jose-Oakland-Emeryville/SF-Sacramento-Auburn**

**CODE**

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<tbody>
<tr>
<td>SCC</td>
<td>Santa Clara/University</td>
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<td>10:05a</td>
<td>1:05p</td>
<td>3:05p</td>
<td>5:05p</td>
<td>6:05p</td>
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</tr>
<tr>
<td>FMT</td>
<td>Fremont/Centerville</td>
<td>Depart</td>
<td>8:34a</td>
<td>10:34a</td>
<td>1:34p</td>
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<tr>
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<td>11:00a</td>
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<td>Roseville</td>
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<td>RLS</td>
<td>Rocklin</td>
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<td>ARN</td>
<td>Auburn</td>
<td>Depart</td>
<td>6:35p</td>
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<td>COX</td>
<td>Colfax</td>
<td>Depart</td>
<td>7:06p</td>
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**EFFECTIVE JANUARY 24, 2022**
Reference Notes

Grey  Amtrak Connecting Buses

Yellow  Quiet Cars Available

Capitol Corridor tickets are accepted for travel on the San Joaquin service only between Oakland Jack London and Martinez, and San Francisco bus connections.

1. Stops only to discharge passengers
2. Stops only to receive passengers
3. Emergency Call Box
4. No service to/from Discovery Kingdom when park is closed
5. Staffed Amtrak station, ticket sales
6. No long-term parking

SSH  Saturday, Sunday and Holiday

WKDY  Mondays – Fridays, except holidays

6:00p  Times in bold indicate Capitol Corridor train times

Arrive  If separate departure/arrival times are not shown, stop is for passenger

Depart  Loading/unloading

No Stop  Train/bus will not stop at station


Photo Identification: A valid government-issued ID is required to board all Capitol Corridor trains and connecting buses. Please be prepared to show your ID to the on-boarding crew or motorcoach driver.

1. For connecting Caltrain schedules, visit www.caltrain.com or call (800) 660-4287. San Jose Station opens 6:15am, closes 10:00pm.
2. For connecting BART schedules, visit www.bart.gov or call (510) 464-6000.