
BEFORE THE
SURFACE TRANSPORTATION BOARD
DOCKET NO. NOR 42175

ENTERED
Office of Proceedings
December 5, 2023
Part of
Public Record

COMPLAINT AND PETITION OF THE NATIONAL RAILROAD PASSENGER CORP.
UNDER 49 U.S.C. § 24308(f)–FOR SUBSTANDARD PERFORMANCE OF
AMTRAK’S SUNSET LIMITED TRAINS 1 AND 2

**AMTRAK’S RESPONSE TO THE BOARD’S INTERROGATORIES AND DOCUMENT
REQUIREMENTS; APPENDIX A – PART III**

Pursuant to the Surface Transportation Board’s (“Board”) November 20, 2023 Order (“Order”), the National Railroad Passenger Corp. (“Amtrak”) hereby responds to the follow-up and additional questions directed to Amtrak by the Board. Amtrak’s response is based on a reasonable and diligent investigation of its records and the information reasonably available to Amtrak at this time. In addition to providing narrative responses, Amtrak is also producing documents that are responsive to particular questions, including documents that supplement its responses to the initial Investigative Questions. Amtrak respectfully directs the Board to the Table of Contents located at the end of this document, which identifies all documents produced with this response. Amtrak reserves the right to modify or supplement its responses if additional information becomes available.

Follow-Up On Investigative Question No. 1. The host delay code PTI, Passenger Train Interference, is described by Amtrak as “Delays resulting from Passenger Train Interference from all other non-Amtrak passenger trains, not including commuter trains.” Nonetheless, it appears as though the delay data submitted uses PTI to describe interference from more than just “**non**-Amtrak trains.” For example, in AMTRAK_STB_NATIVE_0002, on the tab labeled “CategorizedDelayDetails_v3M” Train 1 with an origin date of 10/1/2021 has an 11 minute PTI delay between SAS and XHT that the conductor described as “Meet AMTK2, Control Point, Dunlay.” Amtrak is directed to clarify its use of the delay code “PTI.”

Amtrak’s Response: Amtrak respectfully clarifies that “PTI” refers to delays resulting from all passenger trains, except for commuter trains. *See* 2021 Delay Manual (AMTRAK_STB_0000061) at 12 (AMTRAK_STB_0000076); 2022 Delay Manual (AMTRAK_STB_0000017) at 12 (AMTRAK_STB_0000031).

Follow-Up On Investigative Question No. 9 (Mitigation of unforeseen delays). It appears that some of the calculations in the file submitted as AMTRAK_STB_NATIVE_0005 are incorrect or need further explanation. Specifically: (i) in the tab titled “1 Runtime by Segment,” cell K102 lists the actual run time for segment XKY-SAS as 64,045,622 minutes; (ii) a number of segments listed 0 minutes for actual run time on both Train 1 and Train 2; (iii); on the tab titled “2 Runtime by Segment” cell K55 has a negative value; and (iv) Amtrak’s narrative mentions making adjustments for Daylight Savings Time, but those adjustments are not apparent in the spreadsheets submitted. Amtrak is directed to review the items noted above, and the spreadsheet generally, and provide clarifications or explanations. If corrections are needed, Amtrak should provide a revised version of these worksheets (and any worksheets that this data flows to) along with a narrative explanation of the errors, what caused the errors, and how those calculations were corrected.

Amtrak’s Response: As an initial matter, Amtrak emphasizes that none of the items noted in the Board’s follow-up to Amtrak’s response to Investigative Question No. 9 affect the Host Running Time reported in Amtrak’s Complaint and Petition, and none of the items noted above flow to other worksheets submitted in Amtrak’s Response to Appendix A – Part III (“Amtrak Response”). Amtrak addresses each item below.

Items (i)-(iii). Based on its reasonable and diligent review of items (i)-(iii) above, Amtrak respectfully responds that each item corresponds to an instance in which the *Sunset Limited* did not operate passenger service over a particular segment,¹ or could not record a passing time.² In some circumstances where the *Sunset Limited* did not operate passenger service on a segment, non-zero run times are reported because the segment coincided with a time zone change,³ or coincided with certain service suspensions that affected the point of origin or termination for *Sunset Limited* Trains.⁴ In computing Host Running Time in its Complaint and Petition, Amtrak excluded host segments when the *Sunset Limited* did not reach the host exiting border location.

¹ See, e.g., cells K85-101, K2996-3013 (Train 1), cells K67-83, K3019-3036 (Train 2).

² See cells K765, K6850, K6851, K7034, K7035 (Train 2).

³ See, e.g., cells K55, K3294, K3297 (Train 2).

⁴ See, e.g., cell K102 (Train 1), K57, K84, K3305, K3756, K4297, K4504, K4505, K5994 (Train 2).

Item (iv). Amtrak respectfully responds that it inadvertently referred to daylight savings time. The referenced adjustments were made to account for time zone changes, and adjustments can be identified in two ways. *See* Amtrak Response to Investigative Questions at 24. First, AMTRAK_STB_NATIVE_0005 includes yellow highlighting to signify where actual runtime has been adjusted for time zone changes. Second, AMTRAK_STB_NATIVE_0005 includes in the “Comments” column each adjustment made for time zone changes. *See, e.g.,* cells K29 and O29, K32 and O32, K70 and O70 (Train 1); cells K14 and P14, K17 and P17, K58 and P58 (Train 2).

Follow-Up on Question No. 19. Amtrak is directed to describe in greater detail the “manual quality assurance review” procedures mentioned in the response to this investigative question. (See Amtrak Second Response 45, Sept. 25, 2023.)

Amtrak’s Response: Amtrak respectfully reiterates that it has a number of internal quality assurance and control procedures built into its data gathering and reporting process, such as measures described or incorporated in its initial response to Investigative Question No. 19. Additionally, Amtrak respectfully reiterates that it has automated the process for generating all but one of the metrics and standards reports that Amtrak provides to the Federal Railroad Administration (“FRA”) in order to minimize human error. Amtrak further responds that the manual quality assurance review of FRA reports involves checking portions of the reports against internal data sources to confirm their accuracy. As examples, the Analytics Group typically (i) reviews all delays that exceed 200 minutes to confirm that those delays accurately reflect underlying data, and (ii) identifies and reviews any blank or undefined entries against underlying data to assess whether corrections are warranted. As part of the manual quality assurance process, or before running the automated FRA reports, Amtrak personnel may also evaluate whether underlying data is consistent with trends on the service and investigate any outlying figures.

Follow-Up to Investigative Question No. 22: Amtrak has provided a SQL query as part of its response to Request No. 22, but there is no description of the fields and field names that the SQL query uses. Amtrak is directed to provide the missing descriptions of the fields and field names.

Amtrak's Response: Amtrak is producing with this response AMTRAK_STB_NATIVE_00044, which identifies the field names and descriptions generated by AMTRAK_STB_0000664.

Investigative Question No. 23. Amtrak is directed to resubmit the schedule skeleton spreadsheets for Train 1 and 2 and provide the mileage information for all empty cells in the “Mileage” column.

Amtrak’s Response: Amtrak is producing with this response AMTRAK_STB_NATIVE_0014.2, which provides the mileage information for all empty cells in the “Mileage” column.

Investigative Question No. 25. According to Amtrak’s narrative, there have been two renegotiations of the Amtrak-UP operating agreement since 1998 that resulted in material revisions to the *Sunset Limited* schedule. Amtrak states that the first renegotiation occurred in 2005, in which 3.5 hours were added to the schedule. (Amtrak Second Response 58, Sept. 25, 2023.) Amtrak states that the second renegotiation took place after passage of PRIIA. (Id.) Amtrak notes that it has conducted a reasonable and diligent search and could not locate any underlying workpapers or studies related to these revisions. (Id. at 58 n.2.) Even if Amtrak does not have the underlying materials, Amtrak is directed to describe the specific revisions that were made in 2005. Also, Amtrak is also directed to identify when the second renegotiations occurred and what specific revisions to the schedule resulted, including whether any of the revisions were made in response to the passage of PRIIA.

Amtrak’s Response: As an initial matter, Amtrak clarifies that its initial response referenced two material renegotiations of the *Sunset Limited* schedule since Amtrak and UP commenced a renegotiation of their operating agreement in 1998.⁵ The first material renegotiation occurred in 2005. With respect to segments between New Orleans and Los Angeles, that renegotiation resulted in the following revisions to Pure Run Time, Recovery Time, Miscellaneous Time, and Dwell Time:

Train 1			
Category of Time	2004	2005	Difference
Pure Run Time	2082	2082	0
Recovery Time	270	268	-2
Miscellaneous Time	131	184	53
Dwell Time	202	361	159
Total Time	2685	2895	210

Train 2			
Category of Time	2004	2005	Difference
Pure Run Time	2089	2089	0
Recovery Time	323	323	0
Miscellaneous Time	-5	47	52
Dwell Time	188	346	158
Total Time	2595	2805	210

⁵ As previously explained, Amtrak agreed in connection with that renegotiation to *Sunset Limited* schedules that included considerably more Recovery Time than nearly all other long-distance routes.

With this response, Amtrak is producing the schedule skeletons in place in 2004 and 2005, which illustrate the precise revisions agreed to in connection with this renegotiation, and which evidence the approximately 3.5 hours of time added to the schedules for Trains 1 and 2. *See* (AMTRAK_STB_NATIVE_00045) (2004 skeleton); (AMTRAK_STB_NATIVE_00046) (2005 skeleton).

The second material renegotiation referenced in Amtrak's initial response occurred in 2009. Immediately following the passage of PRIIA, freight train interference ("FTI") on UP portions of the *Sunset Limited* route began to decline significantly. As a result, some *Sunset Limited* Trains began arriving early at their stations. The early arrival required that *Sunset Limited* Trains dwell at the stations until their scheduled departure time, complicating UP's operations. As a result, UP initiated a conversation about removing excess time at one such station, and the parties subsequently agreed to remove excess time in several locations. With respect to segments between New Orleans and Los Angeles, the renegotiation initiated at UP's request ultimately resulted in the following revisions to Pure Run Time, Recovery Time, Miscellaneous Time, and Dwell Time:

Train 1			
Category of Time	2005	2009	Difference
Pure Run Time	2082	2082	0
Recovery Time	268	268	0
Miscellaneous Time	184	109	-75
Dwell Time	361	346	-15
Total Time	2895	2805	-90

Train 2			
Category of Time	2005	2009	Difference
Pure Run Time	2089	2089	0
Recovery Time	323	323	0
Miscellaneous Time	47	-10	-57
Dwell Time	346	320	-26
Total Time	2805	2722	-83

With this response, Amtrak is also producing the schedule skeletons in place in 2005 and 2009, which illustrate the precise revisions agreed in connection with this renegotiation. *See* (AMTRAK_STB_NATIVE_00046) (2005 skeleton); (AMTRAK_STB_NATIVE_00047) (2009 skeleton).⁶

⁶ For completeness, Amtrak flags that modifications to the schedule negotiated since 2009 have resulted in the net reduction of ten minutes from the Train 1 schedule, and net addition of 18 minutes to the Train 2 schedule.

Follow-Up on Investigative Question No. 36. There are train run Customer On-Time Performance (COTP) percentages and passenger count fields missing from the file AMTRAK_STB_NATIVE_0022, tab titled “COTP by run.” Amtrak is directed to provide the missing values. In addition, the tab titled “Lateness-COTP by Location” is missing values. Amtrak should provide the missing values or otherwise explain what those missing values indicate.

Amtrak’s Response: Amtrak respectfully responds that fields in the tab titled “COTP by Run” do not contain values where the corresponding *Sunset Limited* train experienced a service disruption and was either cancelled or suspended. For these runs, Amtrak cannot supply Customer On-time Performance (“COTP”) percentages or passenger counts. Amtrak further responds that, based on its reasonable and diligent review, fields in the “Lateness-COTP by Location” do not contain values for the following reasons. First, fields within the “Total Rider Quantity” column do not contain values where no passengers detrained at the corresponding station during a *Sunset Limited* run. Second, fields associated with stations between Orlando (ORL) and Bay St. Louis (BAS) do not contain values because the *Sunset Limited* did not operate east of New Orleans during the Relevant Period. Third, fields within the “Scheduled Arrival Date/Time” and “Actual Arrival Date/Time” columns typically do not contain values for initial terminals because passenger service does not commence until the *Sunset Limited* departs from its originating station.⁷ Fourth, fields with the “Scheduled Departure Date/Time” and “Actual Departure Date/Time” columns typically do not contain values for endpoint terminals because passenger service concludes at those terminals.⁸ Fifth, fields in the “Scheduled Arrival Time,” “Actual Arrival Time,” “Scheduled Departure Time” and “Actual Departure Time” columns do not contain values where a *Sunset Limited* train did not operate to the corresponding stations, for example because *Sunset Limited*

⁷ For the same reason, where service for a particular *Sunset Limited* run originated at an intermediate station, such as San Antonio, no arrival time is recorded.

⁸ For the same reason, where service for a particular *Sunset Limited* run terminated at an intermediate station, such as San Antonio, no departure time is recorded for that endpoint terminal.

service was cancelled, suspended, or otherwise disrupted.⁹ Sixth, the “Avg Pax Lateness (1+)” and “Avg Pax Lateness (16+)” fields do not contain values for originating terminals, for stations at which no passengers detrained, or for when a *Sunset Limited* train experienced a cancellation, suspension, or was otherwise disrupted.¹⁰

⁹ In some circumstances where the *Sunset Limited* did not operate to a station, the Lateness-COTP by Location tab inadvertently represents customer on-time performance as 100%, when in fact no passengers detrained at the station. *See, e.g.*, cells N1648-1654. This issue does not affect customer on-time performance figures reported in Amtrak’s Complaint and Petition and does not flow to other worksheets submitted in Amtrak’s Response to Appendix A – Part III (“Amtrak Response”).

¹⁰ Amtrak is producing with this response AMTRAK_STB_NATIVE_0022.2, which identifies additional instances in which *Sunset Limited* Trains were suspended. *See* cells T3305-3326, T9362-9383, T9869-9890, T9947-9968.

Follow-Up on Investigative Question No. 37: Some values in AMTRAK_STB_NATIVE_0025 show negative values for ridership, revenue, and miles. Additionally, there are some instances where ridership for an origin-destination pair is listed as 0 but the revenue has a positive value. Amtrak is directed to provide an explanation for these values. If corrections are needed, Amtrak should provide a revised version of these worksheets (and any worksheets that this data flows to) along with a narrative explanation of what caused the errors and how those calculations were corrected.

Amtrak's Response: As an initial matter, Amtrak respectfully responds that none of the items noted above flow to other worksheets submitted in its Response to Appendix A – Part III. Based on its reasonable and diligent investigation of each item, Amtrak further responds as follows. To report total passenger trips, passenger miles, and ticket revenue at the origin-destination level, Amtrak queried pro forma records, which show negative values for ridership, revenue, and miles because of necessary accounting adjustments that address matters such as refunds, cancellations, and the reconciliation of ticket lifts. Additionally, where ridership for an origin-destination pair is listed as zero, revenue may be positive because Amtrak uses buses to accommodate customers, receives a share of that revenue, and reports that revenue.

Additional Investigative Question. Amtrak is directed to explain what entity is contractually responsible for Amtrak performance between Southport Junction and Live Oak. In addition, Amtrak should provide a copy of its operating agreement with BNSF.

Amtrak's Response: Amtrak appreciates the opportunity to clarify these issues for the Board and will address three discrete portions of this segment: Live Oak (UMP B14.35) to West Bridge Junction (UMP B8.1), West Bridge Junction to East Bridge Junction (UMP B3), and East Bridge Junction to Southport Junction (UMP A3.7). Before addressing these discrete segments, Amtrak notes that, as a historical matter, the *Sunset Limited* was a passenger service owned and operated by the Southern Pacific Railway, starting in 1894, and initially running from New Orleans to Los Angeles and continuing on to San Francisco. When Amtrak came into existence in 1971, Amtrak assumed responsibility for operating the *Sunset Limited*, thereby relieving Southern Pacific of running a passenger service that was resulting in huge deficits to the company in return for the right to operate the service on Southern Pacific's rail lines between New Orleans and Los Angeles. When Southern Pacific was merged into Union Pacific ("UP") in 1996, that fundamental bargain with respect to the *Sunset Limited* remained in place. That said, Amtrak addresses the following specific contractual arrangements:

Live Oak to West Bridge Junction. Between Live Oak and West Bridge Junction, the *Sunset Limited* potentially can take two routes, sometimes operating over trackage that is owned by UP and sometimes operating over trackage that is owned by BNSF.¹¹ Contractually, operating agreements with both railroads address the use of Amtrak's statutory right to operate *Sunset Limited* Trains over the segment. For example, the operating agreement executed between Amtrak and UP provides that {{ [REDACTED] }}

¹¹ Amtrak does not own or have any dispatching authority over rail lines between Live Oak and West Bridge Junction and, accordingly, does not direct any *Sunset Limited* train to operate over the UP- or BNSF-owned rail lines within the segment.

[REDACTED]
 [REDACTED] } }¹² The same
 provision also addresses Amtrak's { [REDACTED] }¹³ [REDACTED]
 [REDACTED]
 [REDACTED] } }¹⁴ In furtherance
 of the obligation regarding operation of *Sunset Limited* Trains on UP for this segment, the
 operating agreement between Amtrak and UP also { [REDACTED]
 [REDACTED] }¹⁵ [REDACTED]
 [REDACTED] } }¹⁷

Similarly, the operating agreement executed between Amtrak and BNSF includes the terms
 of the operation of *Sunset Limited* Trains between Live Oak and West Bridge Junction. That
 agreement provides that BNSF { [REDACTED]
 [REDACTED]
 [REDACTED] } }¹⁸ After BNSF
 assumed ownership and control over the former Southern Pacific line contained within this
 segment, the parties negotiated and then agreed { [REDACTED] },

¹² See Agreement Between Nat'l R.R. Passenger Corp. & Union Pacific R.R. Co. ("UP Operating Agreement") (AMTRAK_STB_0000716) at Section 3.1 (AMTRAK_STB_0000726).

¹³ See *id.*

¹⁴ See UP Operating Agreement at Article 1 (AMTRAK_STB_0000726). As elaborated below, { [REDACTED]

[REDACTED] } }¹⁵ *Id.*

¹⁵ See UP Operating Agreement at Appendix I, Table A (AMTRAK_STB_0000752).

¹⁶ See *id.* { [REDACTED] }

¹⁷ See UP Operating Agreement at Appendix I, Table A (AMTRAK_STB_0000804).

¹⁸ See Agreement Between Nat'l R.R. Passenger Corp. & Burlington N. R.R. Co. & Atcheson, Topeka, & Santa Fe Ry. Co. ("BNSF Operating Agreement") (AMTRAK_STB_0014354) at Section 3.1 (AMTRAK_STB_0014359).

as evidenced in Exhibit B to the correspondence produced with this response.¹⁹ Years later, BNSF wrote to confirm that Amtrak was {{ [REDACTED] }}.²⁰ Consistent with {{ [REDACTED] }}
 [REDACTED]
 [REDACTED] {{ [REDACTED] }}, in furtherance of the right to operate *Sunset Limited* Trains over BNSF trackage within this segment of the route.

East Bridge Junction to West Bridge Junction. Between East Bridge Junction and West Bridge Junction, UP is contractually responsible for Amtrak performance. As set out above, the operating agreement executed between UP and Amtrak addresses Amtrak's {{ [REDACTED] }}
 [REDACTED]²¹ [REDACTED] :

}}.²²

As UP has acknowledged, it maintains trackage rights to operate over New Orleans Public Belt ("NOPB") trackage between West Bridge Junction and East Bridge Junction.²³ Accordingly, UP is contractually responsible for the performance of *Sunset Limited* Trains over this line.²⁴

¹⁹ See Correspondence from J. Blair to D. Mitchell (AMTRAK_STB_0001222) at Exhibit B (AMTRAK_STB_0001225). Because the *Sunset Limited* was already operating over a portion of this line when BNSF assumed control of it in 1996, Amtrak {{ [REDACTED] }}

in the accompanying text and below, evidence BNSF's agreement to provide service over the line.

²⁰ See Correspondence from J. Blair to D. Mitchell at Exhibit C (AMTRAK_STB_0001226).

²¹ See UP Operating Agreement at Section 3.1 (AMTRAK_STB_0000726).

²² See UP Operating Agreement at Article 1 (AMTRAK_STB_0000726).

²³ Union Pacific R.R. Co.'s Response to Appendix A, Part IV at 2, Sept. 25, 2023.

²⁴ As UP acknowledges, it also maintains dispatching authority over the interlockers at either end of the segment. *Id.*

East Bridge Junction to Southport Junction. The governing operating agreement between CN and Amtrak addresses Amtrak's { [REDACTED] }.²⁵ Under the agreement, CN Rail Lines include { [REDACTED] }²⁶ CN has acknowledged that it owns the trackage between Southport Junction and East Bridge Junction,²⁷ and that segment is { [REDACTED] }.²⁸ Accordingly, the terms of the CN operating agreement apply to the operation of Amtrak trains over CN lines between East Bridge Junction and Southport Junction.

Other provisions confirm that CN has contractual obligations regarding the performance of *Sunset Limited* Trains over this trackage.²⁹ For example, the operating agreement establishes { [REDACTED] }³⁰ The operating agreement also makes express reference to { [REDACTED] }

²⁵ See Operating Agreement Between Nat'l R.R. Passenger Corp. & Grand Trunk W. R.R. Co. & Ill. Cent. R.R. Co. ("CN Operating Agreement") (AMTRAK STB 0014530) at { [REDACTED] }

²⁶ See CN Operating Agreement at { [REDACTED] }

²⁷ See Response of Ill. Central R.R. Co. to Appendix A, Part V at 1, Sept.25, 2023.

²⁸ See CN Operating Agreement at Appendix VIII (AMTRAK STB_0014712) ({ [REDACTED] }).

²⁹ As Amtrak has informed the Board in other contexts, the *Sunset Limited* has not on this segment of track had a quality payment or penalty, because it operates over just 2 route miles of CN lines. See Opening Statement of the National Railroad Passenger Corporation at 3, *Application of the National Railroad Passenger Corporation Under 49 U.S.C. § 24308(a) – Canadian National Railway Company*, STB Finance Docket No. 35743 (Sept. 8, 2015); see also Verified Statement of Paul Vilter at 3 n.5, *Application of the National Railroad Passenger Corporation Under 49 U.S.C. § 24308(a) – Canadian National Railway Company*, STB Finance Docket No. 35743 (Sept. 8, 2015).

³⁰ See CN Operating Agreement at Appendix I (AMTRAK STB_0014619).

[REDACTED] } }.”³¹ And if CN is receiving a flat annual fee from UP for the operation of Amtrak trains over the segment, then CN is { [REDACTED] } }.³² Amtrak also notes that CN’s belated attempt to disavow this portion of the *Sunset Limited* route came *after* CN agreed to certify the *Sunset Limited* schedule,³³ and that despite the fact that Amtrak has long identified CN as the responsible host for this segment of track (including in the present STB Finance Docket No. 35743 case before the Board), CN never objected until this proceeding.

³¹ See CN Operating Agreement at Section 8.10 (AMTRAK STB 0014574). In exchange for { [REDACTED] } }
 [REDACTED] } }³² See CN Operating Agreement at Section 5.1(E) (AMTRAK STB 0014557-58).

³² See CN Operating Agreement at Section 5.1(E) (AMTRAK STB 0014557-58).

³³ See Response of Ill. Central R.R. Co. to Amtrak’s Compl. & Proposed Proc. at 27, Jan. 27, 2023 (Letter from M. Matteucci to J. Blair) (“Assuming there are no changes to the arrival or start times at the beginning of CN’s portion of the route, CN believes the schedules for the trains on its portion of the *Wolverine*, *Blue Water*, *Lincoln*, *Texas Eagle*, and *Sunset Limited* services are ready to be certified. We can therefore certify the schedules for 5 of the 7 services and 20 of the 26 daily trains that operate over CN’s lines in the United States during normal operations.” (emphasis added)).

Respectfully submitted,

Dated: December 5, 2023

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CERTIFICATE OF SERVICE

I, Jessica Ring Amunson, certify that copies of this document are simultaneously being provided by email to all parties identified on the service list for this proceeding, Docket Number NOR 42175.

December 5, 2023

/s/ Jessica Ring Amunson
Jessica Ring Amunson

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Request Responsive To	Document	Bates Begin	Confidentiality Designation
22	Data Dictionary for Customer OTP Script	AMTRAK_STB_NATIVE_00044	Public
23	Updated Schedule Skeletons	AMTRAK_STB_NATIVE_0014.2	Public
25	2004 Schedule Skeleton	AMTRAK_STB_NATIVE_00045	Public
25	2005 Schedule Skeleton	AMTRAK_STB_NATIVE_00046	Public
25	2009 Schedule Skeleton	AMTRAK_STB_NATIVE_00047	Public
36	Detailed COTP, Lateness and Arrival Data	AMTRAK_STB_NATIVE_0022.2	Public
Additional Investigative Question	Amtrak-BNSF Operating Agreement	AMTRAK_STB_0014354	Highly Confidential
Additional Investigative Question	Correspondence from J. Blair to D. Mitchell	AMTRAK_STB_0001222	Highly Confidential
Additional Investigative Question	Amtrak-CN Operating Agreement	AMTRAK_STB_0014530	Highly Confidential