

**SECOND AMENDMENT TO
THE MEMORANDUM OF UNDERSTANDING
BETWEEN THE SAN MATEO COUNTY TRANSPORTATION AUTHORITY, THE
CITY OF SAN MATEO, AND THE PENINSULA CORRIDOR JOINT POWERS
BOARD FOR THE 25TH AVENUE GRADE SEPARATION AND RAIL
REALIGNMENT PROJECT**

THIS SECOND AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE SAN MATEO COUNTY TRANSPORTATION AUTHORITY, THE CITY OF SAN MATEO, AND THE PENINSULA CORRIDOR JOINT POWERS BOARD FOR THE PRELIMINARY ENGINEERING/ENVIRONMENTAL PHASE FOR THE 25TH AVENUE GRADE SEPARATION AND RAIL REALIGNMENT PROJECT is made as of the 10 day of August, 2017, by and between the San Mateo County Transportation Authority (TA), the City of San Mateo (Sponsor), and the Peninsula Corridor Joint Powers Board (JPB), referred to herein individually as "Party" and jointly as "Parties."

WHEREAS, the Parties entered into a MOU for the Preliminary Engineering/Environmental (PE/ENV) phase of work on July 11, 2014, and the Parties entered into a First Amendment to the MOU on March 3, 2016 for the Final Design and Right of Way (PS&E and ROW) phases of work for the 25th Avenue Grade Separation and Rail Realignment Project (Project); and

WHEREAS, on October 6, 2016, the TA programmed and allocated \$65.3 million in Measure A Grade Separation Program Category funds (Measure A Funds) to complete the ROW and Construction phases of work for the Project based on an estimated budget of \$180 million to complete the Project; and

WHEREAS, the JPB and the Sponsor entered into an MOU on March 21, 2017 in which the Sponsor committed to provide \$100 million in funding for the Project, equating to 60.5% of the then-budgeted total Project ROW/Construction cost of \$165.3 million, including \$84 million in CHSRA funds, \$10 million in Caltrans, Section 190 Funds, and \$6 million in Sponsor's local funds; and

WHEREAS, the JPB awarded the Project construction contract on July 6, 2017 for \$82.9 million, which is substantially less than the \$107.8 million construction contract estimate, thereby reducing the estimated budget for completion of the Project to \$165.28 million, and reducing the anticipated funding contribution of each funding partner by a proportional amount; and

WHEREAS, the California High-Speed Rail Authority (CHSRA) entered into an agreement with the Sponsor and JPB on June 23, 2017, based on the revised Project cost estimate set forth in the June 11, 2017 Funding Plan Update in Attachment 5 of that agreement, committing CHSRA to contribute 46.67% of the Project Construction costs, up to \$84 million; and

WHEREAS, the Parties' total Project contributions for the PE/ENV, PS&E, ROW and Construction phases for the Project, based on current Project cost estimates are described in the Scope of Work Budget/Scope of Funding Table in Exhibit A-2; and

WHEREAS, the Project also requires the conveyance, via a vehicle and form of conveyance that are still under discussion, of approximately 3.7 acres of TA-owned real property to the JPB for Caltrain access and the street connection at 28th Avenue, which property an independent third party has valued at \$19.97 million, though the price and terms of any appropriate compensation also are still under discussion; and

WHEREAS, the Parties desire to amend the MOU to allow the Sponsor and the JPB to seek reimbursement for Project costs incurred to complete the ROW and Construction phases of work.

IT IS HEREBY AGREED by the Parties that the MOU is revised and amended as follows:

1. **EFFECTIVE DATE.** This Second Amendment is effective as of the day and year first written above.
2. **SCOPE OF WORK.** Section A.2, Scope of Work, of the MOU is revised and restated to read:

The Scope of Work is:

- a. The Preliminary Engineering/Environmental Phase as described in Exhibit A, "Scope of Work Information," which is attached to the MOU and incorporated herein by this reference; and
- b. The PS&E and ROW Phases, including advertisement and award of the construction contract as described in Exhibit A-1, "Scope of Work Information," which is attached to the First Amendment to the MOU and incorporated herein by this reference; and
- c. The ROW and Construction Phases, including additional right of way costs and costs associated with the advertisement and award of the construction contract not fully funded under the First Amendment to the MOU, and the construction of Project, as described in Exhibit A-2, "Scope of Work Information," which is attached to the Second Amendment to the MOU and incorporated herein by this reference.

3. **FUNDING COMMITMENT.** Section B.1. of the MOU is revised and restated to read:

The total Project cost in Exhibits A and A-1 is \$14.7 million, of which \$8.7 million is to be provided by the TA and \$6 million, is to be provided by the Sponsor.

The next phase of work, set forth in Exhibit A-2, has an estimated Scope of Work cost of \$150.58 million, down from the pre-bid estimate of \$165.3 million. The TA is responsible for contributing 39.35% of the cost of this phase of work, estimated to be

\$59.25 million and not to exceed \$65.3 million. Sponsor is responsible for contributing, or securing the contribution of, the remaining cost of this phase of work, and any additional costs required for completion of the Project, estimated to be \$91.33 million.

For purposes of the work set forth in Exhibit A-2: The TA will reimburse the JPB for 100% of the cost of performance of the work prior to the award of a construction contract. The TA may provide reimbursement at a variable rate after the JPB awards the construction contract, but in no event will the TA contribute more than its pro-rata share of the ROW and Construction phase costs upon Project completion, as set forth in Exhibit A-2. The TA's funding commitment under this MOU in no way establishes a right for the Sponsor to receive additional funding from the TA.

4. REIMBURSEMENT BASIS. Section B.6. of the MOU is revised and restated to read:

The JPB may seek reimbursement from the TA and the Sponsor as of the October 6, 2016 TA Board Measure A Grade Separation Program allocation for the Scope of Work costs. Scope of Work Costs must be incurred and paid by the JPB prior to requesting reimbursement. Sufficient documentation must accompany all requests for reimbursement, including the submittal of all due operations and progress reports.

5. INVOICES; PAYMENTS. Section B.8.b. of the MOU, Invoices; Payments, is revised and restated to read:

- b. To the Sponsor:
by email to jyu@cityofsanmateo.org

or otherwise delivered to:

Jay Yu, Senior Engineer
City of San Mateo
330 W. 20th Avenue
San Mateo, CA 94403

6. TA RESPONSIBILITIES. Section D.1 of the MOU, TA Responsibilities, is revised and restated to read:

- 1. The TA will make available Measure A Funds as detailed in Section B.1.

7. TERM OF MOU. Section C.1 of the MOU, Term of MOU, is revised and restated to read:

- 1. Term of MOU. This MOU is effective upon the Execution Date. This MOU, as amended, will terminate upon the earliest of: (a) six months after the written acceptance/endorsement of the Sponsor of the completion of the Scope of Work, (b) termination by Sponsor, the JPB or the TA pursuant to section C.3, C.4, C.5, or C.6, or (c) five years and six months from the date of execution of the Second Amendment to this MOU.

8. TIME OF PERFORMANCE. Section C.2 of the MOU, Time of Performance, is revised and restated to read:

2. Time of Performance. The Project Scope of Work must be completed no later than five years from the date of the execution of the Second Amendment to this MOU.

9. JPB RESPONSIBILITIES. Section E of the MOU, JPB Responsibilities, is revised to add the following new paragraph E.3 after paragraph E.2:

3. The JPB is the lead implementing agency responsible for delivering the Scope of Work described in Exhibit A-2 for the ROW and Construction Phases of the Project and agrees to:
 - a. Undertake the advertisement and award of the construction contract, and accept responsibility to manage the construction of the Project, which includes administering the construction contract and overseeing construction management and design services during construction.
 - b. Coordinate utility relocation for Project construction. Where utilities within the JPB right-of-way are required to be relocated or protected in place, the JPB will enforce its contractual rights to ensure timely action by the utility owner in support of the Project.
 - c. Acquire all necessary right-of-way for the Project, including temporary construction easements as needed.
 - d. Provide technical Project oversight and management.
 - e. Coordinate with regulatory and review agencies.
 - f. Invoice the TA and Sponsor, and assist the Sponsor with progress reporting to the TA.
 - g. Support public outreach efforts.
 - h. Coordinate with other Caltrain projects.
 - i. Obtain environmental permits from regulatory agencies, as required.

10. SPONSOR RESPONSIBILITIES. Section F of the MOU, Sponsor Responsibilities, is revised to revise the paragraph added by the First Amendment between paragraphs F.2 and F.3 to read as follows:

- 2.1. For the Scope of Work described in Exhibits A-2, the Sponsor will also:
 - a. Assist in utility relocation for Project construction. Where utilities within the Sponsor's franchise are required to be relocated or protected in place, the Sponsor


will enforce its franchise rights to ensure timely action by the utility owner in support of the Project.

- b. Assist JPB with successful implementation of construction; provide responses to JPB inquiries in a timely manner. Provide all design comments for design services during construction within three (3) weeks of receipt of any design changes from the JPB.
- c. Coordinate with major Project stakeholders, including Hillsdale Mall and Bay Meadows Development.
- d. Conduct public outreach meetings to provide updates and local input for the Project, including progress updates to City Council as needed.
- e. Coordinate regular Project development team meetings with JPB.
- f. Secure all non-Measure A funding to complete the ROW and Construction phases of the Project as described in Exhibit A-2.

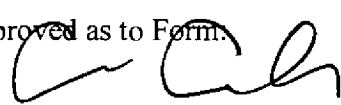
11. EFFECT. Except as and solely to the extent amended by this Second Amendment, the MOU and the First Amendment will continue in full force and effect in accordance with their terms.

IN WITNESS WHEREOF, the Parties hereto have caused this Second Amendment to be executed by the persons authorized to act in their respective names on the day and year first written above.

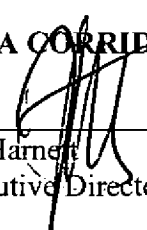
CITY OF SAN MATEO

By: 
Name: Larry A. Patterson
Its: City Manager

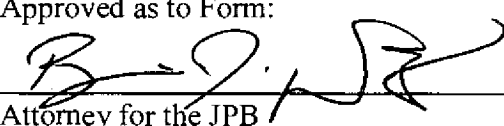
Approved as to Form:


City Attorney for the City of San Mateo

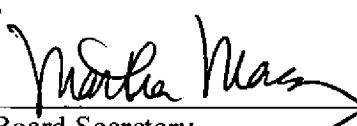
PENINSULA CORRIDOR JOINT POWERS BOARD

By: 
Name: Jim Harnett
Its: Executive Director

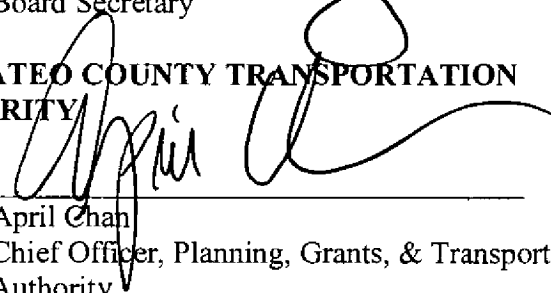
Approved as to Form:


Attorney for the JPB

ATTEST

By: 
Its: Board Secretary

SAN MATEO COUNTY TRANSPORTATION AUTHORITY

By: 
Name: April Chan
Its: Chief Officer, Planning, Grants, & Transportation Authority

Approved as to Form:


Attorney for the TA Shayna M. van Hosten

ATTEST

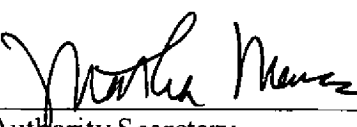
By: 
Its: Authority Secretary

EXHIBIT A-2: SCOPE OF WORK INFORMATION

25th Avenue Grade Separation and Rail Realignment Project Right-of-Way and Construction

Sponsoring Agency: City of San Mateo (Sponsor)
Contact: Jay Yu, Senior Engineer
330 West 20th Avenue
San Mateo, CA 94403
(650) 522-7323; jyu@cityofsanmateo.org

Lead Implementing Agency: Peninsula Corridor Joint Powers Board (JPB)
Contact: Rafael Bolon, Acting Deputy Director of Capital Programs
1250 San Carlos Avenue P.O. Box 3006
San Carlos, CA 94070
(650) 622-7828; bolonr@samtrans.com

Overall Project Description:

The overall Project will construct a two-track elevated rail alignment grade separating the existing at-grade crossing at 25th Avenue in San Mateo, California. The elevated rail alignment will require the relocation of the existing Hillsdale Caltrain Station northward to a location between 28th and 31st Avenues. The elevated rail alignment also creates an opportunity to make new street connections between El Camino Real and Delaware Street at 28th and 31st Avenues.

While the overall Project consists of creating a two-track elevated alignment, it will be designed so that four (4) tracks could be incorporated in the future if the section is selected for construction of passing tracks.

The Project has completed the preliminary engineering/environmental and final design phases, which include the layout of the relocated Hillsdale Caltrain Station.

Measure A Funded Scope of Work:

This second amended Scope of Work includes costs for (a) all activities needed to secure right of way for the project, (b) the advertisement and award of the construction contract and (c) construction of the Project, none of which are fully funded under MOU and the First Amendment to the MOU. The construction of the Project includes construction management.

Scope of Work Schedule:

	<u>Begin</u>	<u>End</u>
Planning	(COMPLETED)	
Preliminary Engineering/Environmental	(COMPLETED)	
Final Design	(COMPLETED)	
Right-of-Way	03/01/2016	9/30/2018
Construction	05/01/2016	03/30/2020

Scope of Work Budget/Funding Table

	TA Responsibility		Sponsor Responsibility						Total (in \$M)
Phase	Measure A Funding (in \$M)	%	Sponsor Local Funds (in \$M)	%	CHSRA (in \$M)	%	Caltrans Section 190 (in \$M)	%	
PE/ENV ¹	\$3.70	78.72%	\$1.00	21.28%					\$4.70
PSE/ROW	\$5.00	50.00%	\$5.00	50.00%					\$10.00
ROW/Construction ^{2,3}	\$59.25	39.35%	\$5.02	3.33%	\$77.13	51.22%	\$9.18	6.10%	\$150.58
Total	\$67.95	41.11%	\$11.02	6.67%	\$77.13	46.67%	\$9.18	5.56%	\$165.28

Footnotes

- 1) \$200,000 of the Sponsor's \$1 million match from the PE/ENV phase was from in-kind staff support
- 2) Sponsor costs for in-kind staff support during the ROW/Construction phase, as further described in the Sponsor Responsibilities, are anticipated to be \$225,000 and may be subject to change during the course of the Project upon mutual agreement by the Parties' authorized representatives. These costs will be paid first from: 1) A balance of \$94,066 of Sponsor in-kind staff support capacity carried over from the PE/ENV and PS&E/ROW phases, and then 2) \$130,934 from the contributions of other fund sources listed in the Table above under "Sponsor Responsibility"; and
- 3) The funding plan is based on reduced post-bid cost estimates that reflect the JPB Board-approved construction contract award and contingency amount. The specified funding contribution of each funding partner has been decreased proportionally to the amounts listed in the table as a result of the projected Project cost savings. Should there be an increase in construction costs, the CHSRA will contribute up to \$84 million, the California State Department of Transportation (Caltrans) will contribute up to \$10 million of Streets and Highway Section 190 Grade Separation Program funds (Section 190 funds), and the Sponsor will provide up to \$6 million of local funds for the ROW/Construction phase of work.

Cash Flow Projection for Measure A funds only

The cash flow projections are provided for informational purposes only and include projections for both Sponsor and JPB activities. Total costs listed for right of way and construction are best estimates and may be subject to change within the overall total amount of Measure A funds allocated for the Scope of Work.

Task/Activity	FY16				Subtotal FY16	FY17				Subtotal FY17
	1st Quarter (Jul 1-Sept 30)	2nd Quarter (Oct 1-Dec 31)	3rd Quarter (Jan 1-Mar 31)	4th Quarter (Apr 1-Jun 30)		1st Quarter (Jul 1-Sept 30)	2nd Quarter (Oct 1-Dec 31)	3rd Quarter (Jan 1-Mar 31)	4th Quarter (Apr 1-Jun 30)	
Prior Right of Way ¹	\$0	\$0	\$1,510,000	\$0	\$1,510,000	\$0	\$0	\$0	\$0	\$0
Right of Way ²	\$0	\$0	\$0	\$0	\$0		\$0	\$1,850,000	\$3,737,500	\$5,587,500
Construction	\$0	\$0	\$0	\$0	\$0		\$0	\$426,847	\$5,195,830	\$5,622,677
Total	\$0	\$0	\$1,510,000	\$0	\$1,510,000	\$0	\$0	\$2,276,847	\$8,933,330	\$11,210,177
Cumulative to Date	\$0	\$0	\$1,510,000	\$1,510,000		\$1,510,000	\$1,510,000	\$3,786,847	\$12,720,177	

Task/Activity	FY18				Subtotal FY18	FY19	FY20	FY21	Subtotal for FY19-FY21	Project Total ³
	1st Quarter (Jul 1-Sept 30)	2nd Quarter (Oct 1-Dec 31)	3rd Quarter (Jan 1-Mar 31)	4th Quarter (Apr 1-Jun 30)						
Prior Right-of-Way ¹	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,510,000
Right-of-Way ²	\$662,500	\$0	\$0	\$1,325,000	\$1,987,500	\$1,325,000	\$0	\$0	\$1,325,000	\$8,900,000
Construction	\$4,095,510	\$5,282,762	\$3,210,326	\$6,642,430	\$19,231,028	\$16,397,727	\$15,148,568	\$0	\$31,546,295	\$56,400,000
Total	\$4,758,010	\$5,282,762	\$3,210,326	\$7,967,430	\$21,218,528	\$17,722,727	\$15,148,568	\$0	\$32,871,295	\$66,810,000
Cumulative to Date	\$17,478,187	\$22,760,949	\$25,971,275	\$33,938,705		\$51,661,432	\$66,810,000	\$66,810,000		

Footnotes

- 1) Includes Measure A cash flow for remaining balance of right of way funds from the First Amendment to this MOU.
- 2) Includes right of way for utility relocation during construction.
- 3) Includes remaining funds of \$1.51 million from TA Resolution 2015-21 and \$65.3 million allocation per TA Resolution 2016-25.

**FIRST AMENDMENT TO
THE MEMORANDUM OF UNDERSTANDING
BETWEEN THE SAN MATEO COUNTY TRANSPORTATION AUTHORITY, THE
CITY OF SAN MATEO, AND THE PENINSULA CORRIDOR JOINT POWERS
BOARD FOR THE 25TH AVENUE GRADE SEPARATION AND RAIL
REALIGNMENT PROJECT**

THIS FIRST AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE SAN MATEO COUNTY TRANSPORTATION AUTHORITY, THE CITY OF SAN MATEO, AND THE PENINSULA CORRIDOR JOINT POWERS BOARD FOR THE PRELIMINARY ENGINEERING/ENVIRONMENTAL PHASE FOR THE 25TH AVENUE GRADE SEPARATION AND RAIL REALIGNMENT PROJECT (Memorandum of Understanding) is made as of the 3 day of March, 2016, by and between the San Mateo County Transportation Authority (TA), the City of San Mateo (Sponsor), and the Peninsula Corridor Joint Powers Board (JPB), referred to herein individually as "Party" and jointly as "Parties."

WHEREAS, the Parties entered into a Memorandum of Understanding for the Preliminary Engineering / Environmental (PE/ENV) phase of work for the 25th Avenue Grade Separation and Rail Realignment Project (Project) on July 11, 2014; and

WHEREAS, the Sponsor and the JPB previously detailed their respective roles and responsibilities, and their respective responsibilities for provision of Project funding, in Exhibit A to the MOU; and

WHEREAS, on December 3, 2015, the TA programmed and allocated \$5 million in Measure A Grade Separation Program Category funds to complete the Final Design and Right of Way (PS&E and ROW) phases of work for the Project, and reprogrammed and re-allocated \$1.2 million in cost savings from the nearly completed PE/ENV phase of the Project to the PS&E and ROW phases of work for the Project; and

WHEREAS, the Parties desire to amend the Memorandum of Understanding to allow the Sponsor and the JPB to seek reimbursement for Project costs incurred for PS&E and ROW phases of work; and

WHEREAS, the Sponsor will contribute, or otherwise provide for the contribution of a total of \$6 million in matching funds for the PE/ENV, PS&E, and ROW phases for the Project.

IT IS HEREBY AGREED by the Parties that the Memorandum of Understanding is revised and amended as follows:

1. **EFFECTIVE DATE.** This First Amendment is effective as of the day and year first written above.
2. **SCOPE OF WORK.** Section A.2, Scope of Work, of the MOU is revised and restated to read:

The Scope of Work is:

- a. The Preliminary Engineering/Environmental Phase as described in Exhibit A, "Scope of Work Information," which is attached to the MOU and incorporated herein by this reference; and
- b. The Final Design and Right-of-Way Phases, and including, advertisement and award of the construction contract as described in Exhibit A-1, "Scope of Work Information," which is attached to the First Amendment to this MOU and incorporated herein by this reference.

3. FUNDING COMMITMENT. Section B.1. of the MOU is revised and restated to read:

The TA will provide up to \$8,700,000 of Measure A Funds, and the Sponsor will provide \$6,000,000 for performance of the Scope of Work, as set forth in Exhibits A and A-1 (Scope of Work Costs).

4. INVOICES; PAYMENTS. Section B.8.b. of the MOU, Invoices; Payments, is revised and restated to read:

- b. To the Sponsor:

by email to alam@cityofsanmateo.org

or otherwise delivered to:

Aaron Lam, Assistant Engineer
City of San Mateo
330 W. 20th Avenue
San Mateo, CA 94403

5. TA RESPONSIBILITIES. Section D.1 of the MOU, TA Responsibilities, is revised and restated to read:

1. The TA will make available up to \$8,700,000 of Measure A Funds for the Scope of Work as set forth in Exhibits A and A-1.

6. TERM OF MOU. Section C.1 of the MOU, Term of MOU, is revised and restated to read:

1. Term of MOU. This MOU is effective upon the Execution Date. This MOU, as amended, will terminate upon the earliest of: (a) six months after the written acceptance/endorsement of the Sponsor of the completion of the Scope of Work, (b) termination by Sponsor, the JPB or the TA pursuant to section C.3, C.4, C.5, or C.6 (c) or three years and six months from the date of the execution of the First Amendment to this MOU.

7. **TIME OF PERFORMANCE.** Section C.2 of the MOU, Time of Performance, is revised and restated to read:

2. Time of Performance. The Project Scope of Work must be completed no later than three years from the date of the execution of the First Amendment to this MOU.

8. **JPB RESPONSIBILITIES.** The first sentence of Section E.1 of the MOU, JPB Responsibilities, is revised and restated to read:

1. The JPB is the lead implementing agency responsible for delivering the Scope of Work for the PE/ENV Phase of the Project and agrees to:

9. **JPB RESPONSIBILITIES.** Section E of the MOU, JPB Responsibilities, is revised to add the following new paragraph E.2 after paragraph E.1:

2. The JPB is the lead implementing agency responsible for delivering the Scope of Work described in Exhibit A-1 for the PS&E and ROW Phases of the Project and agrees to:
 - a. Undertake the final design of the Project, including development of plans, specifications and estimate (PS&E) required for advertisement and award of a construction contract. The Project shall be designed to JPB standards, except where improvements are being constructed in City of San Mateo right-of-way, in which case the Project shall be designed to City of San Mateo standards. In the event that a JPB/City standard does not exist the Project shall be designed to Caltrans standards, or in the event that Caltrans does not have a standard, then to some other standard as agreed upon by the JPB and City of San Mateo.
 - b. Coordinate utility relocation in anticipation of project construction. Where utilities exist within the JPB right-of-way that are required to be relocated or protected in place, the JPB shall enforce its contractual rights to ensure timely action by the utility owner in support of the project.
 - c. Acquire all necessary right-of-way for the project, including temporary construction easements as needed
 - d. Provide technical project oversight and management
 - e. Coordinate with regulatory and review agencies
 - f. Invoice the TA and City of San Mateo and assist the City with progress reporting to the TA
 - g. Support public outreach efforts
 - h. Coordinate with other Caltrain projects

- i. Provide design deliverables (plans, estimates and specifications) to the City of San Mateo in a timely manner in order to facilitate review.

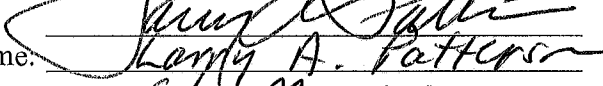
10. SPONSOR RESPONSIBILITIES. Section F of the MOU, Sponsor Responsibilities, is revised to add the following new paragraph between paragraphs F.2 and F.3:

- 2.1. For the Scope of Work described in Exhibit A-1, the Sponsor will also:
 - a. Assist in utility relocation in anticipation of project construction. Where utilities exist within the City franchise that are required to be relocated or protected in place, the City shall enforce its franchise rights to ensure timely action by the utility owner in support of the project.
 - b. Assist JPB with successful implementation of final design; provide responses to JPB inquiries in a timely manner. Provide all design comments to 65%, 95%, and IFB PS&E within three (3) weeks of receipt of PS&E from the JPB.
 - c. Coordinate with major project stakeholders, including Hillsdale Mall and Bay Meadows Development
 - d. Coordinate regular project development team meetings with JPB
 - e. Secure funding for the construction of the Project.

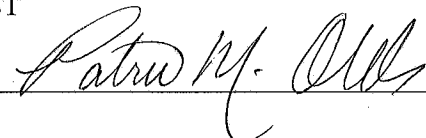
11. EFFECT. Except as and solely to the extent amended by this First Amendment, the Memorandum of Understanding will continue in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the Parties hereto have caused this First Amendment to be executed by the persons authorized to act in their respective names on the day and year first written above.

CITY OF SAN MATEO

By: 
Name: Larry A. Patterson
Its: City Manager

ATTEST

By: 
Its: _____

PENINSULA CORRIDOR JOINT POWERS BOARD

By: _____
Name: Jim Hartnett
Its: Executive Director

ATTEST

By: _____
Its: Board Secretary

**SAN MATEO COUNTY TRANSPORTATION
AUTHORITY**

By: _____
Name: April Chan
Its: Chief Officer, Planning, Grants, Transportation
Authority

ATTEST

By: _____
Its: Authority Secretary

EXHIBIT A: SCOPE OF WORK INFORMATION

25th Avenue Grade Separation and Rail Realignment Project Final Design and Right-of-Way

Sponsoring Agency:

Contact:

City of San Mateo
Aaron Lam, Associate Engineer
330 West 20th Avenue
San Mateo, CA 94403
(650) 522-7320; alam@cityofsanmateo.org

Lead Implementing Agency:

Contact:

Peninsula Corridor Joint Powers Board (PCJPB)
Rafael Bolon, Program Manager of Bridges and Structures
1250 San Carlos Avenue P.O. Box 3006
San Carlos, CA 94070
(650) 622-7828; bolonr@samtrans.com

Overall Project Description:

The overall Project will construct a two-track elevated rail alignment grade separating the existing at-grade crossing at 25th Avenue in San Mateo, California. The elevated rail alignment will require the relocation of the existing Hillsdale Caltrain Station northward to a location between 28th and 31st Avenues. The elevated rail alignment also creates an opportunity to make new street connections between El Camino Real and Delaware Street at 28th and 31st Avenues.

While the overall Project consists of creating a two-track elevated alignment, it would be designed so that four (4) tracks could be incorporated in the future if the section is selected for construction of passing tracks.

The Project has completed preliminary engineering phase which includes 35% plans and conceptual layout of the relocated Hillsdale Caltrain Station. The Project has also obtained NEPA and CEQA environmental clearance.

Measure A Funded Scope of Work:

The amended Scope of Work includes final design and right-of-way phases to complete all activities up to, and including, advertisement and award of the construction contract.

Final design activities include all engineering work to continue engineering design and develop plans, specifications, and estimates (PS&E) at 65%, 95%, 100% and Issue for Bid (IFB) milestones. Review and comments will be provided by both JPB and City at each milestone. Additional coordination between the City and JPB and other stakeholders will be completed as necessary. Activities also include right-of-way engineering and coordination of any necessary utility relocations during this phase. Costs associated with advertisement and award are also included, pending available funds for construction.

Right-of-way activities include all associated activities to pursue and obtain temporary construction easements and right-of-way acquisition as needed for the project.

Scope of Work Schedule:

	Begin	End
Planning	<i>(COMPLETED)</i>	
Preliminary Engineering/Environmental	07/2014	12/2015
Final Design	10/2015	07/2016
Right-of-Way	01/2016	12/2016
Construction	<i>(TO BE DETERMINED)</i>	

Cash Flow Projection for Measure A Funds Only:

The cash flow projection is provided for informational purposes only. Include projections for both Sponsor and JPB activities

Task/Activity	FY16				Subtotal FY16	FY17				Subtotal FY17
	1st Quarter (Jul 1-Sept 30)	2nd Quarter (Oct 1-Dec 31)	3rd Quarter (Jan 1-Mar 31)	4th Quarter (Apr 1-Jun 30)		1st Quarter (Jul 1-Sept 30)	2nd Quarter (Oct 1-Dec 31)	3rd Quarter (Jan 1-Mar 31)	4th Quarter (Apr 1-Jun 30)	
Final Design (thru Award)		\$800,000	\$1,000,000	\$1,300,000	\$3,100,000	\$400,000				\$400,000
Right-of-Way			\$250,000	\$1,000,000	\$1,250,000	\$450,000				\$450,000
					\$0					\$0
					\$0					\$0
					\$0					\$0
Total	\$0	\$800,000	\$1,250,000	\$2,300,000	\$4,350,000	\$850,000	\$0	\$0	\$0	\$850,000
Cumulative to Date	\$0	\$800,000	\$2,050,000	\$4,350,000	Correct	\$5,200,000	\$5,200,000	\$5,200,000	\$5,200,000	Correct
Task/Activity	FY18				Subtotal FY18	FY19	FY20	FY21	Subtotal for FY19-FY21	Project Total
	1st Quarter (Jul 1-Sept 30)	2nd Quarter (Oct 1-Dec 31)	3rd Quarter (Jan 1-Mar 31)	4th Quarter (Apr 1-Jun 30)						
Final Design (thru Award)					\$0				\$0	\$3,500,000
Right-of-Way					\$0				\$0	\$1,700,000
					\$0				\$0	\$0
					\$0				\$0	\$0
					\$0				\$0	\$0
Total	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,200,000
Cumulative to Date	\$5,200,000	\$5,200,000	\$5,200,000	\$5,200,000	Correct	\$5,200,000	\$5,200,000	\$5,200,000	Correct	Correct

Roles and Responsibilities:

Sponsor : City of San Mateo

- Conduct public outreach meetings to provide updates and local input for the project, including progress updates to City Council as needed
- Provide policy and oversight direction
- Assist JPB with successful implementation of final design
- Coordination with project stakeholders, including Hillsdale Mall and Bay Meadows Development
- Coordinate regular project development team meetings with JPB
- Secure funding for all subsequent project phases

Implementing Agency : PCJPB

- Implementation of final design, including advertisement and award of construction contract
- Obtain environmental permits from regulatory agencies, as required
- Coordinate utility relocation in anticipation of project construction
- Acquire all necessary right-of-way for the project, including temporary construction easements as needed
- Technical project oversight and management
- Coordination with regulatory and review agencies
- Invoicing to the TA and City of San Mateo and assisting City with progress reports to the TA
- Support public outreach efforts
- Coordinate with other Caltrain projects

(Grade Separation Category)

**Memorandum of Understanding (MOU)
between the San Mateo County Transportation Authority
and the
City of San Mateo and the
Peninsula Corridor Joint Powers Board**

**for the Preliminary Engineering/Environmental Phase for the 25th Avenue Grade
Separation and Rail Realignment Project**

This memorandum of understanding (MOU) is entered into as of the 11 day of July, 2014 (Execution Date), by and between the San Mateo County Transportation Authority (TA), the City of San Mateo (Sponsor), and the Peninsula Corridor Joint Powers Board (JPB), each of which is referred to herein individually as "Party" and jointly as "Parties."

RECITALS

1. **Whereas**, on June 7, 1988, the voters of San Mateo County approved a ballot measure to allow the collection and distribution by the TA of a half-cent transactions and use tax in San Mateo County for 20 years with the tax revenues to be used for highway and transit improvements pursuant to the Transportation Expenditure Plan presented to the voters (Measure A); and
2. **Whereas**, on November 2, 2004, the voters of San Mateo County approved the continuation of the collection and distribution by the TA of the Measure A half-cent transaction and use tax for an additional 25 years to implement the 2004 Transportation Expenditure Plan, beginning January 1, 2009 (Measure A); and
3. **Whereas**, the TA issued a solicitation for candidate projects for the Grade Separation Program on August 5, 2013; and
4. **Whereas**, in response to the solicitation for candidate projects, the Sponsor requested that the TA provide \$3,700,000 in Measure A funds for the Preliminary Engineering/Environmental Phase (PE/ENV) for the 25th Avenue Grade Separation and Rail Realignment Project (Project); and
5. **Whereas**, the Project meets the intent of the 1988 Transportation Expenditure Plan, 2004 Transportation Expenditure Plan, and the TA's 2009–2013 Strategic Plan; and
6. **Whereas**, the JPB provided a letter of concurrence for the Project (attached as Exhibit C to this MOU) in accordance with guidelines established by the TA; and

7. **Whereas**, on November 7, 2013, the TA's Board of Directors programmed and allocated up to \$3,700,000 from the Measure A Grade Separation Program Category (hereinafter "Measure A Funds") for the Preliminary Engineering/ Environmental phase (Scope of Work) of the Project through Resolution 2013-24; and
8. **Whereas**, the Sponsor and the JPB desire the JPB to be the lead implementing agency for the Scope of Work as described in Section A.2, below.

Now, THEREFORE, the Parties to this MOU agree as follows:

A. Project Description and Scope

1. **Project Description**. This Project is the 25th Avenue Grade Separation in San Mateo, California.
2. **Scope of Work**. The Scope of Work is the Preliminary Engineering/ Environmental Phase as described in Exhibit A, "Scope of Work Information," which is attached to this MOU and incorporated herein by this reference.
3. **Limited to Scope of Work**. This MOU is intended to cover only the Scope of Work.

B. Funding and Payment

1. **Funding Commitment**.
 - a. The TA will provide up to \$3,700,000 of Measure A Funds and the Sponsor will provide \$800,000 for performance of the Scope of Work and activities of the JPB as required by the terms of this MOU (Scope of Work Costs).
 - b. Sponsor will also contribute in-kind services and staffing for work associated with its responsibilities as defined in this MOU, valued at \$200,000.
2. **Unused Funds**. Any unused Measure A funds allocated hereunder but not required to complete the Scope of Work will revert to the New Measure A Grade Separation Program for the TA to reallocate to any eligible project through its usual funding allocation and programming activities.
3. **Insufficient Funding**. In the event that additional funding is needed to complete the Scope of Work, the JPB will identify the additional amounts needed and review those estimates with the Sponsor. While the Parties will work together to identify potential sources of funding, it is the responsibility of the Sponsor to obtain the necessary funds to complete the Scope of Work. The TA may consider requests for additional funding, but is under no obligation to grant such requests.

4. Funding Commitment. The Sponsor and the JPB will assess and confirm their ability to implement the Scope of Work within budget as part of the reporting requirements established in Section F.2, below. The Sponsor must further notify the TA between reporting cycles if the budget will not be sufficient to implement the Scope of Work. The TA reserves the right to suspend its funding obligation upon such notice, and the suspension will continue until the Sponsor and the JPB develop a credible funding plan acceptable to the TA to fund and implement the Scope of Work.
5. Use of Funds. The Sponsor and the JPB will use Measure A Funds only for the Scope of Work. The Sponsor and the JPB will not use Measure A Funds provided pursuant to this MOU to replace other local taxes or revenues already programmed and available for use for the same purpose.

If the TA determines that the Sponsor or the JPB has used Measure A Funds other than for the approved Scope of Work, the TA will notify Sponsor and the JPB of its determination. Within thirty (30) days of receipt of notification, Sponsor and the JPB will either (a) repay such funds to the TA, or (b) explain in writing how the funds in question were spent for the approved Scope of Work. The TA will respond to the Sponsor and the JPB's written explanation within thirty (30) days of receipt. Unless otherwise stated in the response, the TA's response will be final, and the Sponsor and the JPB will repay any funds used other than for the approved Scope of Work within thirty (30) days.

6. Reimbursement Basis. The JPB may seek reimbursement from the TA and the Sponsor for Scope of Work Costs incurred on or after the Execution Date. Scope of Work Costs must be incurred and paid by the JPB prior to requesting reimbursement. Sufficient documentation must accompany all requests for reimbursement, including the submittal of all due operations and progress reports.
7. Accounting and Reimbursement Procedures. The JPB, in coordination with and to the satisfaction of the TA, will establish procedures for Scope of Work accounting and requests for reimbursement, which shall be submitted in a form consistent with the "Reimbursement Claim Form" attached to this MOU as Exhibit D. The JPB and the Sponsor will maintain all necessary books and records in accordance with generally accepted accounting principles.
8. Invoices; Payments. No more than once a month and no less than once every three months, the JPB must prepare and submit billing statements consistent with the Reimbursement Claim Form with all required supporting documentation. Supporting documentation may include, but is not limited to, copies of associated vendor invoices, backup documentation, checks and payment advice.

Claims for reimbursement and supporting documentation must be submitted:

a. To the TA:

by email to accountspayable@samtrans.com

or otherwise delivered to:

Accounts Payable
San Mateo County Transportation Authority
1250 San Carlos Avenue
San Carlos, CA 94070

b. To the Sponsor:

by email to ttoomey@cityofsanmateo.org

or otherwise delivered to:

Tricia Toomey, Senior Management Analyst
City of San Mateo
330 W. 20th Avenue
San Mateo, CA 94403

The TA and the Sponsor will endeavor to disburse reimbursements for approved Scope of Work Costs within thirty (30) days after the TA's approval of each claim, subject to the limits on the TA's maximum contribution as established in Section B.1.

C. Term

1. Term of MOU. This MOU is effective upon the Execution Date, and will terminate upon the earliest of: (a) six months after the written acceptance/endorsement of the Sponsor of the completion of the Scope of Work, (b) termination by Sponsor, the JPB or the TA pursuant to section C.3, C.4, C.5, or C.6 (c) or three years and six months from the date of the execution of this MOU.
2. Time of Performance. The Project Scope of Work must be completed no later than three years from the date of the execution of this MOU.
3. Termination by Sponsor. The Sponsor may at any time terminate this MOU by giving ten (10) days' written notice to the TA and the JPB. If the Sponsor terminates because of the JPB's default, the TA will submit to the JPB a detailed statement of payments and costs paid or reimbursed by the TA and the Sponsor in connection with the Scope of

Work and termination. The JPB will reimburse the TA and the Sponsor for all such funds within ninety (90) days of the TA's submission to the JPB of said statement. If the Sponsor terminates for convenience, the TA will submit to the Sponsor a detailed statement of payments and costs it paid or reimbursed in connection with the Scope of Work and termination. The Sponsor will reimburse the TA for all such funds within ninety (90) days of the TA's submission to Sponsor of said statement. If the Sponsor terminates for the TA's default, neither the Sponsor nor the JPB will have any obligation to make any payments or reimbursements to the TA.

4. Termination by the JPB. The JPB may at any time terminate this MOU by giving ten (10) days' written notice to the Sponsor and the TA. If the JPB terminates due to the Sponsor's default, the TA will submit to Sponsor a detailed statement of payments and costs paid or reimbursed in connection with the Scope of Work and termination. The Sponsor will reimburse the TA for all such Funds within ninety (90) days of the TA's submission to Sponsor of said statement. If the JPB terminates for convenience, the TA will submit to the JPB a detailed statement of payments and costs paid or reimbursed by the TA and the Sponsor in connection with the Scope of Work and termination. The JPB will reimburse the TA and the Sponsor for all such funds within ninety (90) days of the TA's submission to the JPB of said statement. If the JPB terminates for the TA's default, neither the JPB nor the Sponsor will have any obligation to make any payments or reimbursements to the TA.
5. Termination by the TA. The TA may at any time terminate this MOU, with or without cause, by giving ten (10) days' written notice of such termination. If the TA terminates the Scope of Work for Sponsor's default, Sponsor will reimburse the TA for all funds paid or reimbursed by the TA in connection with performance of this MOU. If the TA terminates the Scope of Work for JPB's default, the TA will submit to the JPB a detailed statement of payments and costs paid or reimbursed by the TA and the Sponsor in connection with the Scope of Work and termination. The JPB will reimburse the TA and the Sponsor for all such funds within ninety (90) days of the TA's submission to the JPB of said statement. If the TA terminates the MOU for convenience, the TA will pay to Sponsor and the JPB all costs and expenses incurred by Sponsor and the JPB as a result of such termination.
6. Termination by the Parties. If it is mutually agreed by the Parties that it would be in their mutual best interest to terminate or suspend work under this MOU, none of the Parties may seek, and none of the Parties will be entitled, to receive further reimbursement for any costs or expenses incurred in connection with the Scope of Work nor termination of this MOU.
7. Expiration of TA Financial Obligations. Any and all financial obligations of the TA pursuant to this MOU will expire upon the expenditure of the TA's maximum contribution to the Project as established in Section B.1, above, or upon termination of this MOU under Section C.1, above.

D. TA Responsibilities

1. The TA will make available up to \$3,700,000 of Measure A Funds for the Scope of Work.
2. The TA will review, process, and audit (at its discretion) invoices and other documentation of expenditures for work performed under this MOU. The TA will also track the accumulation and expenditure of Measure A Funds allocated for the Scope of Work, and process other documentation of expenditures in compliance with TA accounting and budgeting requirements.

E. JPB Responsibilities

1. The JPB is the lead implementing agency responsible for delivering the Scope of Work and agrees to:
 - a. Manage performance of the Scope of Work, including developing and carrying out the Scope of Work on schedule and within budget;
 - b. Provide technical oversight for performance of the Scope of Work;
 - c. Lead coordination with any permitting agencies as necessary for performance of the Scope of Work;
 - d. Obtain the necessary permits and approvals required for performance of the Scope of Work;
 - e. Procure and administer the consultant/contractor services to complete the Scope of Work;
 - f. Maintain ongoing coordination with the Sponsor and keep the Sponsor apprised of developments, such as award of contracts or potential changes that may affect the scope, schedule, or budget of the Project or Scope of Work, including outreach efforts pertaining to Caltrain patrons, Caltrain operations, the Caltrain Modernization (CalMod) and California High Speed Rail (HSR) programs;
 - g. Consult with Sponsor where necessary/appropriate; and
 - h. Prepare and provide to Sponsor status reports including anticipated and expended costs and Scope of Work delivery milestones and schedule forecasts as required for the Sponsor to complete and submit Progress reports and the Final Report as described in Sections F.2 and F.4, below.

F. Sponsor Responsibilities

1. The Sponsor is responsible for political and public endorsement of the Project and agrees to:

- a. Be the public face of the Project for purposes of leading outreach efforts, pertaining to the grade separation of 25th Avenue, to local stakeholders and community members, including coordination of public meetings and solicitation of public comment.
 - b. Provide input and oversight based on local policies and desires regarding the outcome of and deliverables of the Project.
 - c. Actively participate in meetings related to the Scope of Work.
2. The Sponsor will prepare and submit to the TA quarterly progress reports during the entire term of the MOU covering all Scope of Work activities during the previous quarter using the Progress Reporting Template in Exhibit B. The reports shall describe: the current status of, and any changes in, scope, schedule, budget, and funding plans of the Scope of Work and the Project; any risk factors; the work performed during the previous quarter and projected for the next quarter; Scope of Work Costs projected to be expended during the next quarter; and any other information requested by the TA.
 3. The Sponsor will review progress reports prepared and provided by the JPB and submit them to the TA.
 4. Within ninety (90) days of the Sponsor's completion and acceptance of work performed under this MOU, Sponsor will prepare and submit to the TA a final report detailing the following and any other relevant information:
 - a. A description of the Project, including a statement detailing any overall progress and success of the Scope of Work and the Project, a compilation of any data collected during the active phase(s) of the Project, and changes/additions to the scope of the Project.
 - b. Total costs for the Scope of Work, including an accounting of all Measure A funds expended in connection with the Scope of Work, and reflecting any unexpended Measure A Funds that may remain.
 - c. An explanation and the status of any outstanding obligations or potential obligations related to the Scope of Work.
 - d. A discussion of any pertinent issues or problems that arose during the implementation of the Scope of Work.
 - e. Any copies of press articles, press releases, newsletter articles and any other publicity materials regarding the Project.
 - f. Written confirmation that no further reimbursements associated with the Scope of Work are anticipated and that all draw-down requests have been made.

5. The Sponsor may, at its discretion:

- a. Review any professional services agreements, change orders and any other agreements that the JPB has entered into for the performance of Scope of Work; however the JPB retains ultimate authority over contracting and related decisions.
- b. Review the work products and deliverables produced by the JPB and/or its contractors/consultants for performance of the Scope of Work, including reports, designs, drawings, plans, specifications, schedules and other materials; however the JPB retains authority to accept or reject contractor/consultant work.
- c. Review and audit invoices and other documentation of the expenditure of Measure A Funds allocated for the Scope of Work; however, the JPB retains ultimate authority for expenditure of Measure A Funds on the Project.

6. The Sponsor will approve or endorse, in writing, the final deliverables or work products produced by the JPB and/or its contractors/consultants for the Scope of Work.

G. Indemnification

1. Each Party shall indemnify, keep and save harmless the other Parties as well as the San Mateo County Transit District, the Santa Clara Valley Transportation Authority, the City and County of San Francisco, TransitAmerica Services, Inc. or any successor Operator of the Service, and the Union Pacific Railroad Company and each of their directors/ councilmembers, officers, agents and employees (collectively, "Indemnitees") against any and all suits, claims or actions arising out of any act or omission by the indemnifying Party, its agents, employees, contractors or subcontractors in connection with of the following:

- a. Any injury to persons or property that may occur, or that may be alleged to have occurred, arising from that Party's performance of the Project or implementation of this MOU; or
- b. Any allegation that materials or services developed, provided or used by that Party for the Project infringe or violate any copyright, trademark, patent, trade secret, or any other intellectual-property or proprietary right of any third party.

In case of any and all suits, claims or actions arising out of any act or omission by the indemnifying Party, its agents, employees, contractors or subcontractors, each indemnifying Party 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 defenses of the other Parties and other Indemnitees as they are incurred. If any judgment is rendered, or settlement reached, against any Indemnitees in any such action, the indemnifying Party will, at its expense, satisfy and discharge the same.

This indemnification shall survive termination or expiration of the MOU.

H. Miscellaneous

1. Ownership of Work. All reports, designs, drawings, plans, specifications, schedules, studies, memoranda, and other documents assembled for or prepared by or for; in the process of being assembled or prepared by or for; or furnished to the TA, the JPB or the Sponsor under this MOU, are the joint property of the TA, the JPB and the Sponsor. Each Party is entitled to copies and access to these materials during the progress of the Project and upon completion of the Scope of Work or termination of this MOU. All Parties may retain a copy of all material produced under this MOU for use in their general activities.
2. Attribution to the TA. Sponsor and JPB must include attribution that indicates work on the Project was funded by Measure A Funds from the TA. This provision applies to any project or publication that was funded in part or in whole by Measure A Funds. Acceptable forms of attribution include TA branding on Project-related documents, construction signs, public information materials, and any other applicable documents.
3. No Waiver. No waiver of any default or breach of any covenant of this MOU by any Party to this MOU can be implied from any omission by any other Party to take action on account of such default if such default persists or is repeated. Express waivers are limited in scope and duration to their express provisions. Consent to an action or actions does not imply consent to any future action(s).
4. Assignment. No Party can assign, transfer or otherwise substitute its interests or obligations under this MOU without the written consent of all other Parties.
5. Governing Law. This MOU is governed by the laws of the State of California as applied to contracts that are made and performed entirely in California.
6. Modifications. This MOU may only be modified in a writing executed by all Parties.
7. Disputes. If a question arises regarding interpretation of this MOU or its performance, or the alleged failure of a Party to perform, the Party raising the question or making the allegation must give written notice thereof to the other Party. The Parties will promptly meet in an effort to resolve the issues raised. If the Parties fail to resolve the issues raised, alternative forms of dispute resolution, including mediation, may be pursued by mutual agreement. It is the intent of the Parties to the extent possible that litigation be avoided as a method of dispute resolution.
8. Attorneys' Fees. In the event legal proceedings are instituted to enforce any provision of this MOU, the prevailing Party in said proceedings is entitled to its costs, including reasonable attorneys' fees, in addition to such other remedies to which it may be entitled. Reasonable attorney's fees includes fees determined using reasonable market rates for attorneys even if the attorneys involved are a Party's salaried staff attorneys.
9. Relationship of the Parties. It is understood that this is an MOU by and between independent contractors and does not create the relationship of agent, servant, employee,

partnership, joint venture or association, or any other relationship other than that of independent contractors.

10. Accessibility of Services to Persons with Disabilities. The Project implementation must comply with, and not subject the Parties to liability under, the Americans with Disabilities Act, the California Disabled Persons Act, or any other state or federal laws protecting the rights of persons with disabilities.
11. Warranty of Authority to Execute MOU. Each Party to this MOU represents and warrants that each person whose signature appears hereon is authorized and has the full authority to execute this MOU on behalf of the entity that is a Party to this MOU.
12. Severability. If any portion of this MOU, or the application thereof, is held by a court of competent jurisdiction to be invalid, void or unenforceable, all remaining portions of this MOU, or the application thereof, will remain in full force and effect.
13. Counterparts. This MOU may be executed in counterparts.
14. Entire MOU. This MOU constitutes the entire agreement between the Parties pertaining to its subject matter and supersedes any prior or contemporaneous written or oral agreement between the Parties on the same subject.
15. Non-discrimination. The Parties and any contractors performing services on behalf of the Parties will not discriminate or permit discrimination against any person or group of persons on the basis of race, color, religion, national origin or ancestry, age, sex, sexual orientation, marital status, pregnancy, childbirth or related conditions, medical condition, mental or physical disability or veteran's status, or in any manner prohibited by federal, state or local laws.
16. Compliance with Laws. In performance of this MOU, the Parties must comply with all applicable Federal, State and local laws, regulations and ordinances.
17. Notices. All notices affecting any of the clauses of this MOU must be in writing and mailed postage prepaid by certified or registered mail, return receipt requested, or by personal delivery or overnight courier to the appropriate address indicated below or at such other place(s) that any Party may designate in written notice to the others. Notices are received upon delivery if personally served, one (1) day after mailing if delivered via overnight courier, or two (2) days after mailing if mailed as provided above.

To TA: San Mateo County Transportation Authority
1250 San Carlos Avenue
P.O. Box 3006
San Carlos, CA 94070-1306
Attn: Michael J. Scanlon
Executive Director

To JPB:

Peninsula Corridor Joint Powers Board
1250 San Carlos Avenue
P.O. Box 3006
San Carlos, CA 94070-1306
Attn: Chuck Harvey
Deputy CEO

To Sponsor:

City of San Mateo
330 W. 20th Avenue
San Mateo, CA 94403
Attn: Director of Public Works

IN WITNESS WHEREOF, the Parties have hereunder subscribed their names the day and year indicated below.

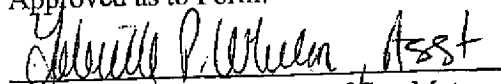
CITY OF SAN MATEO

By: 

Name: Larry A. Patterson

Its: City Manager

Approved as to Form:


City Attorney for the City of San Mateo

**PENINSULA CORRIDOR JOINT POWERS
BOARD**

By: 


Name: Chuck Harvey

Its: Deputy CEO

Attest:


JPB Secretary

APPROVED AS TO FORM:


Attorney for JPB
Brian Wong

SAN MATEO COUNTY TRANSPORTATION
AUTHORITY

By: Michael J. Scanlon

Name: Michael J. Scanlon

Its: EXECUTIVE DIRECTOR

Approved as to form:

By: Shayne van Hosten

Shayne van Hosten

Attorney for the Authority

Attest:

Martha Martinez

Authority Secretary

EXHIBIT A: SCOPE OF WORK INFORMATION

25th Avenue Grade Separation and Rail Realignment Project: Preliminary Engineering and Environmental Clearance

**Sponsoring Agency:
Contact:**

*City of San Mateo
Susanna Chan, Deputy Director of Public Works
330 W. 20th Avenue
San Mateo, CA 94403
(650) 522-7308, schan@cityofsanmateo.org*

**Lead Implementing Agency:
Contact:**

*PCJPB
Liria Larano, Director, Engineering and Construction
1250 San Carlos Avenue P.O. Box 3006
San Carlos, CA 94070
(650) 622-7828, laranol@samtrans.com*

Overall Project Description:

The overall Project will construct a two-track elevated rail alignment grade separating the existing at-grade crossing at 25th Avenue in San Mateo, California. The elevated rail alignment will require the relocation of the existing Hillsdale Caltrain Station northward to a location between 28th and 31st Avenues. The elevated rail alignment also creates an opportunity to make new street connections between El Camino Real and Delaware Street at 28th and 31st Avenues. These new connections would be funded by the City and would not add costs to the Project. While the overall Project consists of creating a two-track elevated alignment, it would be designed so that four (4) tracks could be incorporated in the future if the section is selected for construction of passing tracks.

The City of San Mateo has a total of nine (9) candidate grade separation projects listed in the 2004 Transportation Expenditure Plan. The San Mateo City Council has identified grade separating the 25th Avenue crossing as the City's top priority. This Project is being pursued in order to improve safety, railroad operations, and traffic circulation. In addition, the 25th Avenue crossing is important to the success of the Rail Corridor Plan and the associated transit oriented development. The City has identified two (2) additional street connections at 28th and 31st Avenues which are made possible as a result of the proposed rail realignment at the 25th Avenue grade separation. The raised alignment will facilitate the relocation of the existing Hillsdale Caltrain Station and will avoid requiring realignment of El Camino Real.

The elevated rail alignment in the segment south of State Route 92 has unanimous support of the San Mateo City Council and is the only alignment considered in the High Speed Rail Authority Alternatives Analysis. The additional street crossings at 28th and 31st Avenue are adjacent to the Bay Meadows II Transit Oriented Development and have been envisioned throughout a multi-year planning process that yielded the San Mateo Rail Corridor Plan. These locations would be included as part of the 25th Avenue grade separation Project due to their proximity to 25th Avenue and the planned aerial alignment of the tracks.

Measure A Funded Scope of Work:

The Scope of Work involves preliminary engineering and environmental work needed to construct the overall Project. The Scope of Work includes advancing the preliminary design to a 35 percent level and to obtain environmental clearance, which will be sought under both NEPA and CEQA in order to maximize potential for funding subsequent phases of the Project.

A considerable amount of design work associated with this Project has already been completed. In 2005, Parsons prepared a study on behalf of the Peninsula Corridor Joint Powers Board titled "New Hillsdale Station and Grade Separations" which provided 30% draft preliminary engineering and plans. This work assumed a four-track system. In addition, the High Speed Rail Authority has prepared an administrative draft preliminary engineering (15% design) of the rail alignment that was discussed with local agencies. City staff contacted High Speed Rail (HSR) Program Management staff who confirmed that the electronic plans and profiles for the segment between SR 92 and the southern City Limit will be made available for use by the Project team.

The Project will build upon this existing work and "refresh" the design to reflect a two-track project which would be compatible with the Caltrain/HSR blended system and minimize the throw-away costs should passing tracks be added in the future. The City of San Mateo has a long-established and documented preference for a raised track alignment in the project segment. This has permitted design work by both the PCJPB and HSR to focus on a single design option. The Scope of Work includes preliminary design work, which will resolve design options to arrive at a specific project to be evaluated along with alternatives to the project as required by the environmental review process. It is anticipated that some minor refinement of the vertical alignment will be required as part of the project. It will also be important to define the limits of berm and viaduct segments since HSR assumed a predominantly viaduct project while the PCJPB project assumed primarily berm or Mechanically Stabilized Earth (MSE) walls over most of the alignment.

The preliminary design work will also confirm whether elevating the track at 25th Avenue necessitates reconstruction of Hillsdale Caltrain Station. As a concurrent activity (though not included in this Scope of Work), the City and PCJPB will be working to prepare a Hillsdale Station Capital Plan that will define capital needs and costs for a relocated Hillsdale Station. The City of San Mateo and JPB staff have agreed on a scope of work for this parallel activity, which will develop 15 percent plans for the station area. This parallel work will permit some preliminary cost estimates and provide enough detail to permit environmental review of the station component of the Project. For the station area portion of the project, the City of San Mateo adopted the Hillsdale Station Area Plan which included a concept design for the station area.

Scope of Work Schedule:

	<u>Begin</u>	<u>End</u>
Planning	N/A	N/A (COMPLETED)
Preliminary Engineering/Environmental	07/2014	12/2015

Scope of Work Budget/ Source of Funding:

Include funding plan for scope of work defined above, including requested portion of budget for sponsor and the JPB.

Task/Activity	Measure A Funding Amount	Other Sources		Total*
		List Fund Source	Amount	
Preliminary Engineering/Environmental	\$3,700,000	City of San Mateo	\$800,000	\$4,500,000
In-kind services and staffing costs necessary to carry out sponsor agency responsibilities	\$0	City of San Mateo	\$200,000	\$200,000
Total:	\$3,700,000		\$1,000,000	\$4,700,000

*Total costs listed by each task/activity are best estimates and may be subject to change within the overall total amount for the awarded phase of the project work scope during the course of the project upon mutual agreement by the Parties' authorized representatives.

Cash Flow Projection for Measure A funds only

The cash flow projection is provided for informational purposes only and covers both Sponsor-led and JPB-led activities.

Task/Activity	FY14				Subtotal FY14	FY15				Subtotal FY15
	1st Quarter (Jul 1-Sept 30)	2nd Quarter (Oct 1-Dec 31)	3rd Quarter (Jan 1-Mar 31)	4th Quarter (Apr 1-Jun 30)		1st Quarter (Jul 1-Sept 30)	2nd Quarter (Oct 1-Dec 31)	3rd Quarter (Jan 1-Mar 31)	4th Quarter (Apr 1-Jun 30)	
Prepare 35% PSE					\$0	\$411,111	\$411,111	\$616,667	\$616,667	\$2,055,558
Environmental Clearance					\$0	\$61,667	\$164,444	\$246,667	\$82,222	\$555,000
					\$0					\$0
					\$0					\$0
					\$0					\$0
					\$0					\$0
					\$0					\$0
					\$0					\$0
Total	\$0	\$0	\$0	\$0	\$0	\$472,778	\$575,555	\$863,334	\$698,889	\$2,610,558
Cumulative to Date	\$0	\$0	\$0	\$0	Correct	\$472,778	\$1,048,333	\$1,911,667	\$2,610,556	Correct
Task/Activity	FY16				Subtotal FY16	FY17	FY18	FY19	Subtotal for FY17-FY19	Project Total
	1st Quarter (Jul 1-Sept 30)	2nd Quarter (Oct 1-Dec 31)	3rd Quarter (Jan 1-Mar 31)	4th Quarter (Apr 1-Jun 30)						
Prepare 35% PSE	\$513,889	\$575,555			\$1,089,444				\$0	\$3,145,000
Environmental Clearance					\$0				\$0	\$555,000
					\$0				\$0	\$0
					\$0				\$0	\$0
					\$0				\$0	\$0
					\$0				\$0	\$0
					\$0				\$0	\$0
					\$0				\$0	\$0
Total	\$513,889	\$575,555	\$0	\$0	\$1,089,444	\$0	\$0	\$0	\$0	\$3,700,000
Cumulative to Date	\$3,124,445	\$3,700,000	\$3,700,000	\$3,700,000		\$3,700,000	\$3,700,000	\$3,700,000		

Roles and Responsibilities:

Sponsor: City of San Mateo

- Provide local input for the Project, including quarterly progress updates to the City Council
- Provide policy/oversight direction
- Serve as public spokesperson
- Signatory to Measure A funding agreements
- As Sponsor, the City of San Mateo will dedicate the necessary time and in-kind resources to carry out its identified responsibilities identified and assist the JPB with successful implementation of the funded scope of work.

Implementing Agency: PCJPB

- Implementation of funded scope
- Technical project oversight and management
- Coordination with regulatory and review agencies
- Invoicing to the TA and assisting the City of San Mateo with progress reporting

EXHIBIT B: PROGRESS REPORTING TEMPLATE

REPORTING PERIOD: FROM mm/dd/yyyy TO mm/dd/yyyy

SMCTA Project # 00XXX – [Project Title/Phases]
[Carryover to additional pages as necessary]

Contact: [Name, Title, Phone, email, address]

1) Scope:

[Describe scope of work, specify project limits, phases of project. Identify the Measure A funded components]

Status Summary: [Provide Status]

Issues: [List any issues, i.e. potential scope changes]

2) Schedule: Original Baseline			Current Baseline		Current Forecast	
	Major Milestones:					
	<u>Start</u>	<u>Finish</u>				
[Activity]	MM/DD/YY	MM/DD/YY	MM/DD/YY	MM/DD/YY	MM/DD/YY	MM/DD/YY
[Activity]	MM/DD/YY	MM/DD/YY	MM/DD/YY	MM/DD/YY	MM/DD/YY	MM/DD/YY
[Activity]	MM/DD/YY	MM/DD/YY	MM/DD/YY	MM/DD/YY	MM/DD/YY	MM/DD/YY
[Activity]	MM/DD/YY	MM/DD/YY	MM/DD/YY	MM/DD/YY	MM/DD/YY	MM/DD/YY

Progress This Period:

[Describe progress and activities]

Measure A Funds Expended This Period: \$

Future Activities, Next Period:
[Describe planned future activities]

Projected Measure A Funds Expenditure Next Period: \$

Issues: *[List any issues, such as impacts to schedule]*

3) Scope of Work Total Budget:

	A	B	C	D	E	F
Phase/Activity	Original Budget (per Funding Agreement)	Updated Cost Estimate	Total Change from Approved (B-A)	Total Expended to Date	% of Revised Budget Expended (D/B)	% of Work Completed
			-		0.00%	0.00%
			-		0.00%	0.00%
			-		0.00%	0.00%
			-		# DIV/0!	
Total Project			-			

4) Scope of Work Measure A Budget:

	A	B	C	D	E	F
Phase/Activity	Original Measure A allocation (per Funding Agreement)	Current Measure A allocation	Change in Measure A allocation from Approved/Funding Agmt (B-A)	Total Measure A Expended to date	% of current Measure A allocation expended (D/B)	% of Work Completed
					#DIV/0!	
					#DIV/0!	
					#DIV/0!	
<i>Total Scope of Work</i>	\$0	\$0	\$0	\$0	#DIV/0!	

Issues: [List any issues, i.e. potential cost increases]

5) Funding: [List additional sources as needed, Fill out the following matrix for each phase for the Scope of Work, i.e. environmental, design, etc.]

	Original	Original %	Current	Current %	Estimated at Completion	EAC %
	Contribution		Contribution		Contribution	
SMCTA		#DIV/0!		#DIV/0!		#DIV/0!
Others:						
Federal (specify)		#DIV/0!		#DIV/0!		#DIV/0!
State (specify)						
Other (specify)						
Total		#DIV/0!		#DIV/0!		#DIV/0!

Issues: [List any issues such as changes in non-Measure A funding]

Submit Progress Reports To:

xxxxx@samtrans.com
(address to be provided)
or

SMCTA
Programming & Monitoring
1250 San Carlos Avenue
San Carlos, CA 94070



Exhibit C: JPB Concurrence Letter

BOARD OF DIRECTORS 2013

KEN YEAGER, CHAIR
TON NOLAN, VICE CHAIR
JOSE CISNEROS
MALIA COHEN
JERRY DEAL
ASH KALRA
ARTHUR L. LLOYD
ADRIENNE TISSIER
PERRY WOODWARD

MICHAEL J. SCANLON
EXECUTIVE DIRECTOR

September 6, 2013

Mr. Larry Patterson
Director of Public Works
City of San Mateo
330 W. 20th Avenue
San Mateo, CA 94403

Dear Mr. Patterson,

The Peninsula Corridor Joint Powers Board (JPB) is providing this letter of concurrence in accordance with the guidelines established by the San Mateo County Transportation Authority in its 2013 Measure A Grade Separation Program Call for Projects.

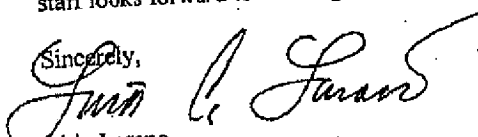
JPB Engineering and Construction staff concurs with the City of San Mateo's proposal to complete preliminary engineering and obtain environmental clearance for a proposed grade separation project at 25th Avenue based on the understanding that all designs will be developed in accordance with established JPB standards.

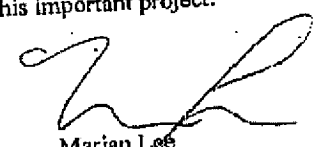
Additionally, JPB Caltrain Modernization Program staff concurs, subject to review, that the proposal to advance and environmentally clear the design of the 25th Avenue grade separation project is consistent with and will not adversely impact the Blended System. This concurrence is based on the following understanding:

- The proposed grade separation is located within the limits of three out of five potential Blended System overtake options, including:
 - The Short Middle 4 Track Overtake (4 tracks)
 - The Long Middle 4 Track Overtake (4 tracks)
 - The Middle 3 Track Overtake (3 tracks)
- Given the possible future selection and construction of one of these options, the City will include and advance and environmentally clear a design option that accommodates each of these potential overtake options. In this context, "accommodate" is understood to have the following minimum threshold of meaning:
 - The grade separation design maximizes the preservation and configuration of existing ROW such that overtake tracks could be built at a later date with no or minimal new ROW acquisition.
 - The grade separation design does not include significant features or elements that would need to be demolished if overtake tracks were built.
 - The grade separation design does not force future overtake tracks to be built in a way that substantially increases their cost and complexity.
- The City will engage JPB staff to assist in providing technical detail and establishing ongoing project concurrence with the Blended System.

Please note that this letter of concurrence is based on the above stipulations and applies only to the preliminary engineering and environmental assessment phases of the project for which funding is currently being sought. JPB staff looks forward to working with the City on this important project.

Sincerely,


Liria Larano
Director
Engineering & Construction


Marian Lee
Executive Officer
Caltrain Modernization Program

PENINSULA CORRIDOR JOINT POWERS BOARD
1250 San Carlos Ave. - P.O. Box 3006
San Carlos, CA 94070-1306 650.508.6269

Exhibit D
REIMBURSEMENT CLAIM
San Mateo County Measure A Funds

SMCTA Project ID:
 SMCTA Project Allocation:
 Claim Date:
 Claim Number:
 Claim Period:
 Claim Amount: **\$0.00**

Consultant/Contractor/ Vendor	Invoice #	Invoice Total	Funding Source		Fund Source 2	% of Ttl	Measure A	% of Ttl	Prior Total Measure A \$	Life to Date Measure A \$	Measure A Budget Balance
			Fund Source 1	% of Ttl							
				#DIV/0!		#DIV/0!		#DIV/0!			
				#DIV/0!		#DIV/0!		#DIV/0!			
				#DIV/0!		#DIV/0!		#DIV/0!			
				#DIV/0!		#DIV/0!		#DIV/0!			
Total		-	-	#DIV/0!	-	#DIV/0!	-	#DIV/0!	\$	-	-

Quarterly Shuttle Progress Report included? **Y/N**

Please issue check payable to:
 Agency
 Contact person
 Address