COOPERATIVE AGREEMENT

This AGREEMENT, effective on July 25, 2016, is between the State of California, acting through its Department of Transportation, referred to as CALTRANS, and:

San Mateo County Transportation Authority, a political subdivision of the State of California, referred to hereinafter as SMCTA, and

City of Menlo Park, a body politic and a municipal corporation of the state of California, referred to herein as CITY.

RECITALS

1. CALTRANS, SMCTA and CITY are herein after collectively referred to as PARTNERS. PARTNERS are authorized to enter into a cooperative agreement for improvements to the state highway system (SHS) per the California Streets and Highways Code sections 114 and 130. For the purpose of this AGREEMENT, the reconstruction of the existing Route 101/Willow Road (Route 114) Interchange will be referred to hereinafter as PROJECT. The project scope of work is defined in the PROJECT initiation and approval documents (e.g. Project Study Report, Permit Engineering Evaluation Report, or Project Report).

2. San Mateo County voters, on June 7, 1988, adopted ‘Measure A,’ authorizing the creation of SMCTA, empowering the SMCTA to impose a one half (1/2) percent retail transaction and use tax ordinance (sales tax) for a period of twenty (20) years, commencing on January 1, 1989, and approving a Transportation Expenditure Plan for the financing of transportation improvements in San Mateo County. County voters in 2004 reauthorized the SMCTA and the sales tax, commencing on January 1, 2009, and approved an updated, publicly developed expenditure plan for an additional twenty-five (25) years. Accordingly, the SMCTA will continue to fund vital transportation improvements, such as this PROJECT, until 2034.

3. All responsibilities assigned in this AGREEMENT to complete the following PROJECT COMPONENTS will be referred to hereinafter as OBLIGATIONS:

   • CONSTRUCTION SUPPORT
   • CONSTRUCTION CAPITAL

4. This AGREEMENT is separate from and does not modify or replace any other cooperative agreement or memorandum of understanding between PARTNERS regarding the PROJECT.
5. The following work associated with this PROJECT has been completed or is in progress:
   - CALTRANS signed and approved the Negative Declaration pursuant to CEQA and the Categorical Exclusion pursuant to NEPA on November 25, 2013.
   - CALTRANS is developing the R/W Certification for completion on March 31, 2016.
   - CALTRANS is developing the Plans, Specifications and Estimate for completion on March 31, 2016.

6. In this AGREEMENT capitalized words represent defined terms, initialisms, or acronyms.

7. PARTNERS hereby set forth the terms, covenants, and conditions of this AGREEMENT, under which they will accomplish OBLIGATIONS.

   RESPONSIBILITIES

Sponsorship

8. CITY is the SPONSOR for the PROJECT COMPONENT in this AGREEMENT.

Funding

9. FUNDING PARTNERS, funding sources, funding limits, spending limits, and invoicing/payment details are documented in the FUNDING SUMMARY, attached hereto as “FUNDING SUMMARY No. 01” and incorporated herein by this reference. The FUNDING SUMMARY is incorporated and made an express part of this AGREEMENT.

   PARTNERS will execute a new FUNDING SUMMARY each time the funding details change. The FUNDING SUMMARY will be executed by a legally authorized representative of the respective PARTNERS. The most current fully executed FUNDING SUMMARY supersedes any previous FUNDING SUMMARY created for this AGREEMENT.

10. PARTNERS will not incur costs beyond the funding commitments in this AGREEMENT.

   If an IMPLEMENTING AGENCY anticipates that funding for the WORK will be insufficient to complete the WORK, the IMPLEMENTING AGENCY will promptly notify the SPONSOR.

11. Unless otherwise documented in the FUNDING SUMMARY, all fund types contributed to a PROJECT COMPONENT will be spent proportionately within that PROJECT COMPONENT.
12. Unless otherwise documented in the FUNDING SUMMARY, any savings recognized within a PROJECT COMPONENT will be credited or reimbursed, when allowed by policy or law, in proportion to the amount contributed to that PROJECT COMPONENT by each fund type.

13. All costs incurred for WORK except those that are specifically excluded in this AGREEMENT are OBLIGATIONS COSTS. OBLIGATIONS COSTS are to be paid from the funds shown in the FUNDING SUMMARY. Costs that are not OBLIGATIONS COSTS are to be paid by the PARTNER incurring the costs from funds that are outside the scope of this AGREEMENT.

**Implementing Agency**

14. CALTRANS is the IMPLEMENTING AGENCY for CONSTRUCTION.

15. Any PARTNER responsible for completing WORK shall make its personnel and consultants that prepare WORK available to help resolve WORK-related problems and changes for the entire duration of the PROJECT including PROJECT COMPONENT work that may occur under separate agreements.

**CEQA/NEPA Lead Agency**

16. CALTRANS is the CEQA Lead Agency for the PROJECT.

17. CALTRANS is the NEPA Lead Agency for the PROJECT.

**Environmental Permits, Approvals and Agreements**

18. PARTNERS will comply with the commitments and conditions set forth in the environmental documentation, environmental permits, approvals, and applicable agreements as those commitments and conditions apply to each PARTNER’s responsibilities in this AGREEMENT.

19. Unless otherwise assigned in this AGREEMENT, the IMPLEMENTING AGENCY for a PROJECT COMPONENT is responsible for all PROJECT COMPONENT WORK associated with coordinating, obtaining, implementing, renewing, and amending the PROJECT permits, agreements, and approvals whether they are identified in the planned project scope of work or become necessary in the course of completing the PROJECT.
20. The PROJECT requires the following environmental requirements/approvals:

<table>
<thead>
<tr>
<th>ENVIRONMENTAL PERMITS/REQUIREMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vaste Discharge Requirements (Porter Cologne), Regional Water Quality Control Board</td>
</tr>
</tbody>
</table>

**Construction**

21. As IMPLEMENTING AGENCY for CONSTRUCTION, CALTRANS is responsible for all CONSTRUCTION SUPPORT WORK except those CONSTRUCTION SUPPORT activities and responsibilities that are assigned to another PARTNER in this AGREEMENT and those activities that may be specifically excluded.

22. Physical and legal possession of right-of-way must be completed prior to construction advertisement, unless PARTNERS mutually agree to other arrangements in writing. Right of way conveyances must be completed prior to OBLIGATION COMPLETION, unless PARTNERS mutually agree to other arrangements in writing.

23. CALTRANS will advertise, open bids, award, and approve the construction contract in accordance with the California Public Contract Code and the California Labor Code. By accepting responsibility to advertise and award the construction contract, CALTRANS also accepts responsibility to administer the construction contract.

24. If the lowest responsible construction contract bid is greater than the funding commitment to CONSTRUCTION CAPITAL, PARTNERS must agree in writing on a course of action within fifteen (15) working days. If no agreement is reached within fifteen (15) work days the IMPLEMENTING AGENCY shall not award the construction contract.

25. CALTRANS will implement changes to the construction contract through Change Orders. PARTNERS will review and concur on all Change Orders over $50,000.

26. CALTRANS and CITY will develop and execute a new or amended maintenance agreement prior to OBLIGATION COMPLETION. The maintenance of the SHS within the PROJECT limits is an OBLIGATION until a maintenance agreement is executed.

27. Upon OBLIGATION COMPLETION, ownership or title to all materials and equipment constructed or installed for the operations and/or maintenance of the SHS within SHS right-of-way as part of WORK become the property of CALTRANS.

CALTRANS will not accept ownership or title to any materials or equipment constructed or installed outside the SHS right-of-way.
**Schedule**

28. PARTNERS will manage the schedule for OBLIGATIONS through the work plan included in the PROJECT MANAGEMENT PLAN.

**Additional Provisions**

29. PARTNERS will perform all OBLIGATIONS in accordance with federal and California laws, regulations, and standards; FHWA STANDARDS; and CALTRANS STANDARDS.

30. Each PARTNER will ensure that personnel participating in OBLIGATIONS are appropriately qualified or licensed to perform the tasks assigned to them.

31. PARTNERS will invite each other to participate in the selection of any consultants who participate in OBLIGATIONS.

32. The IMPLEMENTING AGENCY for a PROJECT COMPONENT will coordinate, prepare, obtain, implement, renew, and amend any encroachment permits needed to complete the PROJECT COMPONENT WORK.

33. If any PARTNER discovers unanticipated cultural, archaeological, paleontological, or other protected resources during WORK, all WORK in that area will stop and that PARTNER will notify all PARTNERS within twenty-four (24) hours of discovery. WORK may only resume after a qualified professional has evaluated the nature and significance of the discovery and a plan is approved for its removal or protection.

34. PARTNERS will hold all administrative drafts and administrative final reports, studies, materials, and documentation relied upon, produced, created, or utilized for the PROJECT in confidence to the extent permitted by law and where applicable, the provisions of California Government Code section 6254.5(e) shall protect the confidentiality of such documents in the event that said documents are shared between PARTNERS.

   PARTNERS will not distribute, release, or share said documents with anyone other than employees, agents, and consultants who require access to complete the PROJECT without the written consent of the PARTNER authorized to release them, unless required or authorized to do so by law.

35. If a PARTNER receives a public records request pertaining to OBLIGATIONS, that PARTNER will notify PARTNERS within five (5) working days of receipt and make PARTNERS aware of any disclosed public documents. PARTNERS will consult with each other prior to the release of any public documents related to the PROJECT.

36. If HM-1 or HM-2 is found during a PROJECT COMPONENT, the IMPLEMENTING AGENCY for that PROJECT COMPONENT will immediately notify PARTNERS.
37. CALTRANS, independent of the PROJECT, is responsible for any HM-1 found within the existing SHS right-of-way. CALTRANS will undertake, or cause to be undertaken, HM MANAGEMENT ACTIVITIES related to HM-1 with minimum impact to the PROJECT schedule.

The cost for HM MANAGEMENT ACTIVITIES related to HM-1 found within the existing SHS right-of-way is not an OBLIGATIONS COST and CALTRANS will pay, or cause to be paid, all costs for HM-1 ACTIVITIES.

38. If HM-1 is found within the PROJECT limits and outside the existing SHS right-of-way, responsibility for such HM-1 rests with the owner(s) of the parcel(s) on which the HM-1 is found. CITY, in concert with the local agency having land use jurisdiction over the parcel(s), will ensure that HM MANAGEMENT ACTIVITIES related to HM-1 are undertaken with minimum impact to PROJECT schedule.

The costs for HM MANAGEMENT ACTIVITIES related to HM-1 found within the PROJECT limits and outside the existing SHS right-of-way are not an OBLIGATIONS COST and will be the responsibility of the owner(s) of the parcel(s) where the HM-1 is located.

39. If HM-2 is found within the PROJECT limits, CALTRANS will be responsible for HM MANAGEMENT ACTIVITIES related to HM-2.

40. CALTRANS’ acquisition or acceptance of title to any property on which any HM-1 or HM-2 is found will proceed in accordance with CALTRANS’ policy on such acquisition.

41. The IMPLEMENTING AGENCY for each PROJECT COMPONENT will furnish PARTNERS with written monthly progress reports during the implementation of OBLIGATIONS in that component.

42. Any PARTNER that is responsible for completing OBLIGATIONS will accept, reject, compromise, settle, or litigate claims arising from those OBLIGATIONS.

43. PARTNERS will confer on any claim that may affect OBLIGATIONS or PARTNERS’ liability or responsibility under this AGREEMENT in order to retain resolution possibilities for potential future claims. No PARTNER will prejudice the rights of another PARTNER until after PARTNERS confer on the claim.
44. If the PROJECT expends state or federal funds, each PARTNER will comply with the federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards of 2 CFR, Part 200. PARTNERS will ensure that any for-profit party hired to participate in the OBLIGATIONS will comply with the requirements in 48 CFR, Chapter 1, Part 31. When state or federal funds are expended on the PROJECT these principles and requirements apply to all funding types included in this AGREEMENT.

45. PARTNERS will maintain, and will ensure that any party hired by PARTNERS to participate in OBLIGATIONS will maintain, a financial management system that conforms to Generally Accepted Accounting Principles (GAAP), and that can properly accumulate and segregate incurred PROJECT costs and billings.

46. PARTNERS will maintain and make available to each other all OBLIGATIONS-related documents, including financial data, during the term of this AGREEMENT. PARTNERS will retain all OBLIGATIONS-related records for three (3) years after the final voucher.

47. PARTNERS have the right to audit each other in accordance with generally accepted governmental audit standards.

CALTRANS, the state auditor, FHWA (if the PROJECT utilizes federal funds), CITY and SMCTA will have access to all OBLIGATIONS-related records of each PARTNER, and any party hired by a PARTNER to participate in OBLIGATIONS, for audit, examination, excerpt, or transcription.

The examination of any records will take place in the offices and locations where said records are generated and/or stored and will be accomplished during reasonable hours of operation. The auditing PARTNER will be permitted to make copies of any OBLIGATIONS-related records needed for the audit.

The audited PARTNER will review the draft audit, findings, and recommendations, and provide written comments within thirty (30) calendar days of receipt.

Upon completion of the final audit, PARTNERS have thirty (30) calendar days to refund or invoice as necessary in order to satisfy the obligation of the audit.

Any audit dispute not resolved by PARTNERS is subject to mediation. Mediation will follow the process described in the General Conditions section of this AGREEMENT.

48. If the PROJECT expends state or federal funds, each PARTNER will undergo an annual audit in accordance with the Single Audit Act and the federal Office of Management and Budget (OMB) Circular A-133.
49. If the PROJECT expends federal funds, any PARTNER that hires an A&E consultant to perform WORK on any part of the PROJECT will ensure that the procurement of the consultant and the consultant overhead costs are in accordance with Chapter 10 of the Local Assistance Procedures Manual.

50. If WORK stops for any reason, each PARTNER will continue to implement all of its applicable commitments and conditions included in the PROJECT environmental documentation, permits, agreements, or approvals that are in effect at the time that WORK stops, as they apply to each PARTNER’s responsibilities in this AGREEMENT, in order to keep the PROJECT in environmental compliance until WORK resumes.

51. The cost of awards, judgments, or settlements generated by OBLIGATIONS is an OBLIGATIONS COST.

52. The cost of legal challenges to the environmental process or documentation is an OBLIGATIONS COSTS.

53. Fines, interest, or penalties levied against a PARTNER are not an OBLIGATIONS COST and will be paid, independent of OBLIGATIONS COST, by the PARTNER whose action or lack of action caused the levy.

54. The cost of any engineering support performed by CALTRANS includes all direct and applicable indirect costs. CALTRANS calculates indirect costs based solely on the type of funds used to pay support costs. State and federal funds administered by CALTRANS are subject to the current Program Functional Rate. All other funds are subject to the current Program Functional Rate and the current Administration Rate. The Program Functional Rate and Administration Rate are adjusted periodically.

55. Travel, per diem, and third-party contract reimbursements are an OBLIGATIONS COST only after those hired by PARTNERS to participate in OBLIGATIONS incur and pay those costs.

Payments for travel and per diem will not exceed the rates paid rank and file state employees under current California Department of Personnel Administration (DPA) rules current at the effective date of this AGREEMENT.

56. If there are insufficient funds available in this AGREEMENT to place PROJECT right-of-way in a safe and operable condition, the IMPLEMENTING AGENCY will fund these activities until such time as PARTNERS amend this AGREEMENT.

That IMPLEMENTING AGENCY may request reimbursement for these costs during the amendment process.
57. If there are insufficient funds in this AGREEMENT to implement applicable commitments and conditions included in the PROJECT environmental documentation, permits, agreements, and/or approvals that are in effect at a time that WORK stops, each PARTNER accepts responsibility to fund their respective OBLIGATIONS until such time as PARTNERS amend this AGREEMENT.

Each PARTNER may request reimbursement for these costs during the amendment process.

**GENERAL CONDITIONS**

58. PARTNERS understand that this AGREEMENT is in accordance with and governed by the Constitution and laws of the State of California. This AGREEMENT will be enforceable in the State of California. Any PARTNER initiating legal action arising from this AGREEMENT will file and maintain that legal action in the Superior Court of the county in which the CALTRANS district office that is signatory to this AGREEMENT resides, or in the Superior Court of the county in which the PROJECT is physically located.

59. All CALTRANS' OBLIGATIONS under this AGREEMENT are subject to the appropriation of resources by the Legislature, the State Budget Act authority, and the allocation of funds by the California Transportation Commission.

60. Neither SMCTA, CITY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon CALTRANS under this AGREEMENT. It is understood and agreed that CALTRANS, to the extent permitted by law, will defend, indemnify, and save harmless SMCTA, CITY and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under this AGREEMENT.

61. Neither CALTRANS, CITY nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by SMCTA, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon SMCTA under this AGREEMENT. It is understood and agreed that SMCTA, to the extent permitted by law, will defend, indemnify, and save harmless CALTRANS, CITY and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by SMCTA, its contractors, sub-contractors, and/or its agents under this AGREEMENT.
62. Neither CALTRANS, SMCTA nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by CITY, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon CITY under this AGREEMENT. It is understood and agreed that CITY, to the extent permitted by law, will defend, indemnify, and save harmless CALTRANS, SMCTA and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by CITY, its contractors, sub-contractors, and/or its agents under this AGREEMENT.

63. PARTNERS do not intend this AGREEMENT to create a third party beneficiary or define duties, obligations, or rights in parties not signatory to this AGREEMENT. PARTNERS do not intend this AGREEMENT to affect their legal liability by imposing any standard of care for fulfilling OBLIGATIONS different from the standards imposed by law.

64. PARTNERS will not assign or attempt to assign OBLIGATIONS to parties not signatory to this AGREEMENT without an amendment to this AGREEMENT.

65. SMCTA and CITY will not interpret any ambiguity contained in this AGREEMENT against CALTRANS. SMCTA and CITY waives the provisions of California Civil Code section 1654.

A waiver of a PARTNER's performance under this AGREEMENT will not constitute a continuous waiver of any other provision.

66. A delay or omission to exercise a right or power due to a default does not negate the use of that right or power in the future when deemed necessary.

67. If any PARTNER defaults in its OBLIGATIONS, a non-defaulting PARTNER will request in writing that the default be remedied within thirty (30) calendar days. If the defaulting PARTNER fails to do so, the non-defaulting PARTNER may initiate dispute resolution.
68. PARTNERS will first attempt to resolve AGREEMENT disputes at the PROJECT team level. If they cannot resolve the dispute themselves, the CALTRANS district director and the executive officer of SMCTA and CITY will attempt to negotiate a resolution. If PARTNERS do not reach a resolution, PARTNERS' legal counsel will initiate mediation. PARTNERS agree to participate in mediation in good faith and will share equally in its costs.

Neither the dispute nor the mediation process relieves PARTNERS from full and timely performance of OBLIGATIONS in accordance with the terms of this AGREEMENT. However, if any PARTNER stops fulfilling OBLIGATIONS, any other PARTNER may seek equitable relief to ensure that OBLIGATIONS continue.

Except for equitable relief, no PARTNER may file a civil complaint until after mediation, or forty-five (45) calendar days after filing the written mediation request, whichever occurs first.

PARTNERS will file any civil complaints in the Superior Court of the county in which the CALTRANS district office signatory to this AGREEMENT resides or in the Superior Court of the county in which the PROJECT is physically located. The prevailing PARTNER will be entitled to an award of all costs, fees, and expenses, including reasonable attorney fees as a result of litigating a dispute under this AGREEMENT or to enforce the provisions of this article including equitable relief.

69. PARTNERS maintain the ability to pursue alternative or additional dispute remedies if a previously selected remedy does not achieve resolution.

70. If any provisions in this AGREEMENT are found by a court of competent jurisdiction to be, or are in fact, illegal, inoperative, or unenforceable, those provisions do not render any or all other AGREEMENT provisions invalid, inoperative, or unenforceable, and those provisions will be automatically severed from this AGREEMENT.

71. If during performance of WORK additional activities or environmental documentation is necessary to keep the PROJECT in environmental compliance, PARTNERS will amend this AGREEMENT to include completion of those additional tasks.

72. Except as otherwise provided in the AGREEMENT, PARTNERS will execute a formal written amendment if there are any changes to OBLIGATIONS.
73. When WORK performed on the PROJECT is done under contract and falls within the Labor Code section 1720(a)(1) definition of "public works" in that it is construction, alteration, demolition, installation, or repair; or maintenance work under Labor Code section 1771, PARTNERS shall conform to the provisions of Labor Code sections 1720 through 1815, and all applicable provisions of California Code of Regulations found in Title 8, Division 1, Chapter 8, Subchapter 3, Articles 1-7. PARTNERS shall include prevailing wage requirements in contracts for public work and require contractors to include the same prevailing wage requirements in all subcontracts. Work performed by a PARTNER’s own employees is exempt from the Labor Code's Prevailing Wage requirements.

74. If WORK is paid for, in whole or part, with federal funds and is of the type of work subject to federal prevailing wage requirements, PARTNERS shall conform to the provisions of the Davis-Bacon and Related Acts, 40 U.S.C. § 276(a).

When applicable, PARTNERS shall include federal prevailing wage requirements in contracts for public work. WORK performed by a PARTNER’s employees is exempt from federal prevailing wage requirements.

75. PARTNERS agree to sign a CLOSURE STATEMENT to terminate this AGREEMENT. However, all indemnification, document retention, audit, claims, environmental commitment, legal challenge, maintenance and ownership articles will remain in effect until terminated or modified in writing by mutual agreement or expire by the statute of limitations.

76. PARTNERS intend this AGREEMENT to be their final expression that supersedes any oral understanding or writings pertaining to the OBLIGATIONS. The requirements of this AGREEMENT shall preside over any conflicting requirements in any documents that are made an express part of this AGREEMENT.
DEFINITIONS

AGREEMENT – This agreement, including any attachments, exhibits, and amendments.

CALTRANS STANDARDS – CALTRANS policies and procedures, including, but not limited to, the guidance provided in the Project Development Procedures Manual (PDPM) and the CALTRANS Workplan Standards Guide for the Delivery of Capital Projects (WSG) [which contains the CALTRANS Work Breakdown Structure (WBS) and was previously known as the WBS Guide] and is available at http://www.dot.ca.gov/hq/projmgmt/guidance.htm.

CEQA (California Environmental Quality Act) – The act (California Public Resources Code, sections 21000 et seq.) that requires state and local agencies to identify the significant environmental impacts of their actions and to avoid or mitigate those significant impacts, if feasible.


CONSTRUCTION – See PROJECT COMPONENT.

CONSTRUCTION CAPITAL – See PROJECT COMPONENT.

CONSTRUCTION SUPPORT – See PROJECT COMPONENT.

CLOSURE STATEMENT – A document signed by PARTNERS that verifies the completion of all OBLIGATIONS included in this AGREEMENT and in all amendments to this AGREEMENT.

FHWA – Federal Highway Administration.

FHWA STANDARDS – FHWA regulations, policies and procedures, including, but not limited to, the guidance provided at www.fhwa.dot.gov/topics.htm.

FUNDING PARTNER – A PARTNER that commits funds in this AGREEMENT to fulfill OBLIGATIONS. A FUNDING PARTNER accepts the responsibility to provide the funds it commits in this AGREEMENT.

FUNDING SUMMARY – An executed document that names FUNDING PARTNER(S), includes a FUNDING TABLE, SPENDING SUMMARY, deposit amounts, and invoicing and payment methods.

FUNDING TABLE – The table that designates funding sources, types of funds, and the PROJECT COMPONENT in which the funds are to be spent. Funds listed on the FUNDING TABLE are “not-to-exceed” amounts for each FUNDING PARTNER.
GAAP (Generally Accepted Accounting Principles) – Uniform minimum standards and guidelines for financial accounting and reporting issued by the Federal Accounting Standards Advisory Board that serve to achieve some level of standardization. See http://www.fasab.gov/accepted.html.

HM-1 – Hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law whether it is disturbed by the PROJECT or not.

HM-2 – Hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law only if disturbed by the PROJECT.

HM MANAGEMENT ACTIVITIES – Management activities related to either HM-1 or HM-2 including, without limitation, any necessary manifest requirements and disposal facility designations.

IMPLEMENTING AGENCY – The PARTNER responsible for managing the scope, cost, and schedule of a PROJECT COMPONENT to ensure the completion of that component.

NEPA (National Environmental Policy Act of 1969) – This federal act establishes a national policy for the environment and a process to disclose the adverse impacts of projects with a federal nexus.

OBLIGATIONS – All WORK responsibilities and their associated costs.

OBLIGATION COMPLETION – PARTNERS have fulfilled all OBLIGATIONS included in this AGREEMENT and have signed a COOPERATIVE AGREEMENT CLOSURE STATEMENT.

OBLIGATIONS COST(S) – The cost(s) to complete the responsibilities assigned in this AGREEMENT. Costs that are specifically excluded in this AGREEMENT or that are not incurred in the performance of the responsibilities in this AGREEMENT are not OBLIGATIONS COSTS.

OBLIGATIONS COSTS are to be paid from the funds shown in the FUNDING SUMMARY. Costs that are not OBLIGATIONS COSTS are to be paid by the party that incurs the cost from funds that are outside the scope of this AGREEMENT.

PARTNER – Any individual signatory party to this AGREEMENT.

PARTNERS – The term that collectively references all of the signatory agencies to this AGREEMENT. This term only describes the relationship between these agencies to work together to achieve a mutually beneficial goal. It is not used in the traditional legal sense in which one PARTNER’s individual actions legally bind the other PARTNER.
PROJECT COMPONENT – A distinct portion of the planning and project development process of a capital project as outlined in California Government Code, section 14529(b).

- PID (Project Initiation Document) – The work required to deliver the project initiation document for the PROJECT in accordance with CALTRANS STANDARDS.

- PA&ED (Project Approval and Environmental Document) – The work required to deliver the project approval and environmental documentation for the PROJECT in accordance with CALTRANS STANDARDS.

- PS&E (Plans, Specifications, and Estimate) – The work required to deliver the plans, specifications, and estimate for the PROJECT in accordance with CALTRANS STANDARDS.

- R/W (Right of Way) – The project components for the purpose of acquiring real property interests for the PROJECT in accordance with CALTRANS STANDARDS.
  - R/W (Right of Way) SUPPORT – The work required to obtain all property interests for the PROJECT.
  - R/W (Right of Way) CAPITAL – The funds for acquisition of property rights for the PROJECT.

- CONSTRUCTION – The project components for the purpose of completing the construction of the PROJECT in accordance with CALTRANS STANDARDS.
  - CONSTRUCTION SUPPORT – The work required for the administration, acceptance, and final documentation of the construction contract for the PROJECT.
  - CONSTRUCTION CAPITAL – The funds for the construction contract.

PROJECT MANAGEMENT PLAN – A group of documents used to guide the PROJECT’s execution and control throughout that project’s lifecycle.

QMP (Quality Management Plan) – An integral part of the PROJECT MANAGEMENT PLAN that describes IMPLEMENTING AGENCY’s quality policy and how it will be used.

SHS (State Highway System) – All highways, right-of-way, and related facilities acquired, laid out, constructed, improved, or maintained as a state highway pursuant to constitutional or legislative authorization.

SPENDING SUMMARY – A table that identifies the funds available for expenditure by each PARTNER. The table shows the maximum reimbursable expenditure for each PARTNER in each PROJECT COMPONENT.
SPONSOR – Any PARTNER that accepts the responsibility to establish scope of the PROJECT and the obligation to secure financial resources to fund the PROJECT COMPONENTS in this AGREEMENT. A SPONSOR is responsible for adjusting the PROJECT scope to match committed funds or securing additional funds to fully fund the PROJECT COMPONENTS in this AGREEMENT. If this AGREEMENT has more than one SPONSOR, funding adjustments will be made by percentage (as outlined in Responsibilities). Scope adjustments must be developed through the project development process and must be approved by CALTRANS as the owner/operator of the SHS.

WORK – All efforts to complete the OBLIGATIONS included in this AGREEMENT as described by the activities in the CALTRANS Workplan Standards Guide for the Delivery of Capital Projects (WSG).
SIGNATURES

PARTNERS are empowered by California Streets and Highways Code sections 114 and 130 to enter into this AGREEMENT and have delegated to the undersigned the authority to execute this AGREEMENT on behalf of the respective agencies and covenants to have followed all the necessary legal requirements to validly execute this AGREEMENT.

Signatories may execute this AGREEMENT through individual signature pages provided that each signature is an original. This AGREEMENT is not fully executed until all original signatures are attached.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

Helena (Lenka) Culik-Caro
Deputy District Director-Design

Certified as to funds:

Jeffrey Armstrong
District Budget Manager

SAN MATEO COUNTY
TRANSPORTATION AUTHORITY

Jim Hartnett
Executive Director

Attest:

Martha Martinez
Authority Secretary

Approved as to form and procedure:

Maria Villafuerte
HQ Accounting
7/7/2016

Joan Cassman
Attorney
CITY OF MENLO PARK

By: Alex D. McIntyre
    City Manager

Attest:

By: Pamela Aguilar
    City Clerk

William L. McClure
City Attorney
# FUNDING SUMMARY NO. 01

## FUNDING TABLE

<table>
<thead>
<tr>
<th>Source</th>
<th>FUNDING PARTNER</th>
<th>Fund Type</th>
<th>CONST. SUPPORT</th>
<th>CONST. CAPITAL</th>
<th>Totals</th>
</tr>
</thead>
<tbody>
<tr>
<td>State</td>
<td>CALTRANS</td>
<td>STIP/RIP *</td>
<td>8,000,000</td>
<td>0</td>
<td>8,000,000</td>
</tr>
<tr>
<td>Local</td>
<td>SMCTA</td>
<td>Local</td>
<td>0</td>
<td>56,000,000</td>
<td>56,000,000</td>
</tr>
<tr>
<td>Totals</td>
<td></td>
<td></td>
<td>8,000,000</td>
<td>56,000,000</td>
<td>64,000,000</td>
</tr>
</tbody>
</table>

* This fund type includes federal funds

## SPENDING SUMMARY

<table>
<thead>
<tr>
<th>Fund Type</th>
<th>CONST. SUPPORT</th>
<th>CONST. CAPITAL</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>CALTRANS</td>
<td>SMCTA</td>
</tr>
<tr>
<td>State Funds</td>
<td></td>
<td></td>
</tr>
<tr>
<td>STIP/RIP</td>
<td>8,000,000</td>
<td>0</td>
</tr>
<tr>
<td>Local Funds</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Local</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Totals</td>
<td>8,000,000</td>
<td>55,500,000</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Fund Type</th>
<th>DFM CALTRANS</th>
<th>Totals</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>CALTRANS</td>
<td></td>
</tr>
<tr>
<td>State Funds</td>
<td></td>
<td></td>
</tr>
<tr>
<td>STIP/RIP</td>
<td>0</td>
<td>8,000,000</td>
</tr>
<tr>
<td>Local Funds</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Local</td>
<td>55,500,000</td>
<td>500,000</td>
</tr>
<tr>
<td>Totals</td>
<td>55,500,000</td>
<td>64,000,000</td>
</tr>
</tbody>
</table>
Funding

1. In accordance with the CALTRANS Federal-Aid Project Funding Guidelines, PARTNERS must obtain approval from the Federal Highway Administration prior to any PROJECT funding changes that will change the federal share of funds.

Invoicing and Payment

2. PARTNERS will invoice for funds where the SPENDING SUMMARY shows that one PARTNER provides funds for use by another PARTNER. PARTNERS will pay invoices within forty-five (45) calendar days of receipt of invoice when not paying with Electronic Funds Transfer (EFT). When paying with EFT, SMCTA will pay invoices within five (5) calendar days of receipt of invoice.

3. If SMCTA has received EFT certification from CALTRANS then SMCTA will use the EFT mechanism and follow all EFT procedures to pay all invoices issued from CALTRANS.

4. When a PARTNER is reimbursed for actual costs, invoices will be submitted each month for the prior month's expenditures. After all PROJECT COMPONENT WORK is complete, PARTNERS will submit a final accounting of all PROJECT COMPONENT costs. Based on the final accounting, PARTNERS will invoice or refund as necessary to satisfy the financial commitments of this AGREEMENT.

CONSTRUCTION SUPPORT

5. No invoicing or reimbursement will occur for the CONSTRUCTION SUPPORT PROJECT COMPONENT.

CONSTRUCTION CAPITAL

6. CALTRANS will invoice SMCTA for a $300,000 initial deposit after execution of this AGREEMENT and forty-five (45) working days prior to the commencement of CONSTRUCTION CAPITAL expenditures. This deposit represents one (1) month’s estimated costs.

Thereafter, CALTRANS will invoice and SMCTA will reimburse CALTRANS for actual costs for CONSTRUCTION CAPITAL expenditures up to a total of $56,000,000.
FUNDING SUMMARY No. 01

Department Furnished Materials (DFM)

7. CALTRANS will invoice and SMCTA will reimburse for actual DFM costs up to total of $500,000.
RESOLUTION NO. 2015 – 19
SAN MATEO COUNTY TRANSPORTATION AUTHORITY
STATE OF CALIFORNIA

***

AUTHORIZING THE PROGRAMMING AND ALLOCATION OF $108,020,000 IN ORIGINAL AND NEW MEASURE A HIGHWAY FUNDS FOR EIGHT PROJECTS

WHEREAS, on June 7, 1988, the voters of San Mateo County approved a ballot measure to allow for the collection and distribution by the San Mateo County Transportation Authority (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 (Original Measure A); and

WHEREAS, the Original Measure A included funding for projects under the Highway Program category, of which $16,114,031 remains available for eligible projects; and

WHEREAS, on November 2, 2004, the voters of San Mateo County approved the continuation of the collection and distribution by the TA of the New Measure A half-cent transactions and use tax for an additional 25 years to implement the 2004 Transportation Expenditure Plan beginning January 1, 2009; and

WHEREAS, the 2004 Transportation Expenditure Plan designates 17.3 percent of the New Measure A revenue to fund projects in Key Congested Areas and 10.2 percent of the New Measure A revenue to fund Supplemental Roadway projects under the Highway Program; and

WHEREAS, the TA issued a competitive Call for Projects from the Highway Program for Fiscal Year (FY) 2016 and FY2017, which yielded eleven applications for review from nine sponsors; and
WHEREAS, the project selection committee evaluated and scored the projects, and staff has consolidated the projects into three different tiers based on the range of scores received; and

WHEREAS, staff recommends the Board authorize the programming and allocation of a total of $108,020,000 in Original and New Measure A Highway Program category funds for the Tier I and II projects as listed in Exhibit A.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the San Mateo County Transportation Authority hereby approves the Tier I and II projects as listed in Exhibit A; and

BE IT FURTHER RESOLVED THAT the Board of Directors hereby programs and allocates a total of $108,020,000 in Original and New Measure A Highway Program category funds for the Tier I and II projects as listed in Exhibit A; and

BE IT FURTHER RESOLVED THAT the Executive Director, or his designee, is authorized to execute any necessary documents or agreements, and to take any additional actions necessary, to give effect to this resolution.

Regularly passed and adopted this 1st day of October, 2015 by the following vote:

AYES: CANEPA, GROOM, HORSLEY, JOHNSON, NAGEL, NIHART, MATSUMOTO

NOES: NONE

ABSENT: NONE

Chair, San Mateo County Transportation Authority

ATTEST:

Authority Secretary
### Exhibit A

**San Mateo County Transportation Authority**

**Measure A Highway Program Call for Projects - Final Recommendations**

#### Tier I Projects - Recommended for Funding

<table>
<thead>
<tr>
<th>Project and Description</th>
<th>Sponsor</th>
<th>Sponsor Funding Request</th>
<th>TA Program Support</th>
<th>Program and Allocate</th>
<th>Funding Award Details</th>
<th>Funding Track</th>
<th>Est. Phase Completion</th>
<th>Benefits of Project</th>
<th>Remaining Funds Needed to Complete Project</th>
</tr>
</thead>
<tbody>
<tr>
<td>SR 82/2 (El Camino Real) Interchange Improvements</td>
<td>San Mateo</td>
<td>$16,000,000</td>
<td>$200,000</td>
<td>$26,200,000</td>
<td>Program and allocate $16,200,000 for construction. Allocation conditioned on ROW certification and completion of PS&amp;E.</td>
<td>KCA</td>
<td>Jun-18</td>
<td>The reconfiguration of the ramps will improve both safety and operation by eliminating the short weave movements between on- and off-ramps which contribute to queuing and spillback onto SR 82, resulting in congestion and a high number of accidents. Bicycle and pedestrian movements along the El Camino Real within the interchange will be improved.</td>
<td>$0</td>
</tr>
</tbody>
</table>

| US 101/Woodside Road (SR 84) Interchange Improvements | Redwood City | $14,090,000 | $50,000 | $2,050,000 | Program and allocate $2,050,000 for PS&E & ROW. Allocation conditioned on completion of environmental clearance. | KCA | Oct-19 | The Project will add substantial capacity and improve the operations of ramps and intersections within the interchange, reducing backups on local streets and highway. This project will reduce existing and projected congestion, which in turn will reduce delay and collision potential and improve travel and safety conditions for all modes of transportation. | $312,334,000 |

| US 101/Wilshire Street Interchange Improvements | Menlo Park | $64,000,000 | $400,000 | $56,400,000 | Program and allocate $56,400,000 for construction, Allocation conditioned on ROW certification and completion of PS&E. | KCA & O&M | Jun-18 | The Project is designed to eliminate the short weave between on- and off-ramps and upstream queuing on I-280. Travel time will be reduced and reliability increased with these improvements. All modes of travel will realize safety and operational benefits from the widening of Wilshire Road through the interchange. | $8 to $10.4 million STIP funds needed for construction management (C&M) as part of 2016 STIP adoption, March 2016. Caltrans charges a lower rate for C&M if STIP funds are used. |

| US 101/Holy Street Interchange Improvements | San Carlos | $13,540,000 | $150,000 | $10,720,000 | Program and allocate $10,720,000 for ROW and construction. ROW allocation conditioned on completion of environmental clearance. Construction allocation further conditioned on completion of ROW certification and completion of PS&E. | SR | Apr-18 | The Project will improve operations by eliminating short weaves that result in backups on both 101 and Holy during peak periods. Ramp terminal will be modified to improve safety for bicyclist and pedestrians traveling through the interchange on Holy. The project will help mitigate traffic impacts from recent and planned development near the interchange. | $0 |

---

### Total Funding Requested & Recommended Awards for Tier I Projects:

- **$107,640,000**
- **$85,970,000**

**$212,610,000 to $222,794,000**

---

**Footnotes**

1. TA program support costs have been added to recommended project program and allocation awards where the TA is not the lead but will be providing support to the project sponsor and implementing agency.

2. KCA: K: Congested Areas, SR: Supplemental Roadways, O&M: Original Measure A

3. Project-remaining funds needed to complete project after the recommended funding awards are made.

4. US 101/Woodside Road Interchange: Sponsor funding request includes $3,510,000 to cover additional design costs due to scope increase and $10,550,000 for partial ROW needs. $1,600,000 of the $3,510,000 funding request for design is for the PS&E phase; the remainder is for design services during construction, not projected to start until April 2020. The request for ROW includes $1,900,000 for real estate pre-acquisition services, project to start October 2016, and partial property acquisition, in the amount of $5,550,000, not projected to start until October 2018. The request for design services during construction, in the amount of $1,900,000, and partial property acquisition, in the amount of $5,550,000, are beyond the FY2016 and FY2017 timeframe of the current funding call.

5. US 101/Holy Street Interchange: If CTC does not approve request for STIP funds as part of 2016 STIP, a Second Circumstances allocation of $10.4 million will be needed to fully fund the construction phase of work.

6. US 101/Holy Street Interchange: Only $16,750,000 of the $33,540,000 sponsor funding request is eligible to be funded from the Highway Program, $3,810,000 is proposed to fund construction of a separate pedestrian/bicycle crossing, which is not eligible to be funded from the Highway Program.

7. Phase I: work consists of PDD - project initiation document, PS&E - plans, specifications and estimates, ROW - right-of-way
### Exhibit A

**San Mateo County Transportation Authority**

**Measure A Highway Program Call for Projects - Final Recommendations**

<table>
<thead>
<tr>
<th>Project and Description</th>
<th>Sponsor</th>
<th>Sponsor Funding Request</th>
<th>TA Program Support</th>
<th>Program and Allocate</th>
<th>Funding Award Date/Amount</th>
<th>Funding Track</th>
<th>Est. Phase Completion</th>
<th>Benefits of Project</th>
<th>Remaining Funds Needed to Complete Project</th>
</tr>
</thead>
<tbody>
<tr>
<td>US 101 Staged HOV Lanes (Whipple to 1-80):</td>
<td>C/CAO</td>
<td>$8,500,000</td>
<td>0</td>
<td>$8,500,000</td>
<td>Program and allocate $8,500,000 for environmental.</td>
<td>SR</td>
<td>Feb-18</td>
<td>The Project will reduce delays and improve travel times and reliability for high occupancy vehicles and transit along the 101 Corridor. It will encourage carpooling and transit use as an alternative to driving alone. It will increase person throughput.</td>
<td>$225,059,000</td>
</tr>
<tr>
<td>US 101/Pico Avenue Interchange Improvements:</td>
<td>San Mateo</td>
<td>$2,500,000</td>
<td>0</td>
<td>$2,500,000</td>
<td>Program and allocate $2,500,000 for environmental.</td>
<td>KGA</td>
<td>Dec-17</td>
<td>The Project will improve safety by facilitating the closure of the Pedestrian and off ramps which have a higher than average accident rate. It will improve local circulation for all modes in the project area by converting what is currently a partial interchange to a full interchange. Eliminates the circumbinary travel patterns from SB 101 to east of 101. Improves access into north San Mateo residential and business destinations. Improves bicyclist and pedestrian circulation within the project limit.</td>
<td>$78,589,000</td>
</tr>
<tr>
<td>US 101 Alilliary Lanes (Oyster Point to South San Francisco)</td>
<td>C/CAO, South San Francisco</td>
<td>$8,000,000</td>
<td>0</td>
<td>$8,000,000</td>
<td>Program and allocate $8,000,000 for environmental.</td>
<td>SR</td>
<td>Dec-17</td>
<td>The Project will help mitigate safety and operational impacts that would otherwise result from the significant volume increase forecasted within the 101 Corridor by facilitating access and ingress from the ramps. The project will also consider HOV/express toll lanes, which will increase the people throughput on the corridor.</td>
<td>$137,232,000</td>
</tr>
<tr>
<td>US 101/Produce Avenue Interchange:</td>
<td>South San Francisco</td>
<td>$8,000,000</td>
<td>$500,000</td>
<td>$8,500,000</td>
<td>Program and allocate $8,500,000 for environmental.</td>
<td>SR</td>
<td>Oct-17</td>
<td>The Project will provide efficient access to and from N/S and S/B 101 to a major commercial and business destination and future planned growth. It will enhance safety and operations by reducing a significant volume of truck traffic on local surface streets. The new overcrossing provides a new east-west connection across 101 that will benefit all modes of transportation.</td>
<td>$146,644,000</td>
</tr>
</tbody>
</table>

**Total Funding Requests & Recommended Awards for Tier II Projects:**

$222,000,000

$187,329,000

---

1) **TA program support costs** have been added to recommended project program and allocation amounts where the TA is not the lead but will be providing support to the project sponsor and implementing agency.

2) **KCA = Key Congested Areas, SR = Supplemental Roadways, UM = Original Measure**

3) Project and remaining funds needed to complete project after the recommended funding awards are made.

4) **Phase of work accomplishment: PID = project initiation document, P&E = plans, specifications and estimates, ROW = right of way**

**TA Board**

Page 2

10/01/2015
<table>
<thead>
<tr>
<th>Tier III Projects - Not Recommended for Funding</th>
<th>Sponsor Funding Request</th>
<th>TA Program Support1</th>
<th>Program and Allocate</th>
<th>Notes/Rationale</th>
<th>Remaining Funds Needed to Complete</th>
</tr>
</thead>
<tbody>
<tr>
<td>SR 1/Mariner Drive Overcrossing and Milagra On-ramp5</td>
<td>Pacifica</td>
<td>$19,930,000</td>
<td>NA</td>
<td>$616.73 mil of the funding request ($31.8 mil for environmental, $31.8 mil for PS&amp;E, $136K for ROW &amp; $33.0 mil for construction) was beyond the FY2016 and FY2017 timeframe of this funding call. Project also did not complete as well as the regional/countryside level as the Tier I and II projects.</td>
<td>KCA</td>
</tr>
<tr>
<td>Ralston Avenue Corridor Complete Streets Improvements5</td>
<td>Belmont</td>
<td>$7,886,000</td>
<td>NA</td>
<td>Funding request for PS&amp;E ($2,045 mil), ROW ($250K) and construction ($5,391 mil) was beyond the FY2016 and FY2017 timeframe of this funding call. Project also did not complete as well as the regional/countryside level as the Tier I and II project.</td>
<td>SR</td>
</tr>
<tr>
<td>Railroad Avenue Extension</td>
<td>South San Francisco</td>
<td>$630,000</td>
<td>N/R</td>
<td>The funding request for this project was for the planning and PID phase of work. It did not complete as well at the regional/countryside level as the Tier I and II projects.</td>
<td>SR</td>
</tr>
<tr>
<td><strong>Total Funding Requests &amp; Recommended Awards for Tier III Projects:</strong></td>
<td><strong>$28,446,000</strong></td>
<td><strong>$0</strong></td>
<td></td>
<td></td>
<td><strong>$51,124,000</strong></td>
</tr>
</tbody>
</table>

**Footnote:**
1. TA program support costs have been added to recommended project program and allocation awards where the TA is not the lead but will be providing support to the project sponsor and implementing agency.
2. KCA - Key Congested Areas, SR: Supplemental Roadways, OM: Original Measure A
3. Project and remaining funds needed to complete project after the recommended funding awards are made.
4. SR 1/Mariner Drive Overcrossing and Milagra On-ramp: Only the Planning (start May 2016) and PID (start May 2017) phases of work, in the amount of $1,200,000, are projected to start within the FY2016 and FY2017 timeframe of the current funding call.
5. Ralston Avenue Complete Streets Improvements: Funding need not until FY2018 (ROW to start December 2017 and PS&E to start January 2018), which is outside the FY2016 and FY2017 timeframe of the current funding call.
6. Phase of work acronyms: PID - project initiation document, PS&E - plans, specifications and estimates, ROW - right of way

| Total Measure A Highway Program sponsor funding requests for all projects | **$158,089,000** |
| Total Measure A Highway Program Recommended Funding Awards | **$100,020,000** |
| Total Original Measure A Highway Program Funds for Recommended Funding Awards | **$16,134,031** |
| Total New Measure A Highway Program Key Congested Area Funds for Recommended Funding Awards | **$61,425,099** |
| Total New Measure A Highway Program Supplemental Roadway Funds for Recommended Funding Awards | **$20,720,000** |