

**FIRST AMENDMENT TO
THE FUNDING AGREEMENT
BETWEEN THE SAN MATEO COUNTY TRANSPORTATION AUTHORITY AND
THE CITY OF MENLO PARK
FOR THE
MIDDLE AVENUE PEDESTRIAN AND BICYCLE CROSSING**

THIS FIRST AMENDMENT ("First Amendment") to FUNDING AGREEMENT for SAN MATEO COUNTY NEW MEASURE A PEDESTRIAN AND BICYCLE PROGRAM FUNDS for the CITY OF MENLO PARK MIDDLE AVENUE PEDESTRIAN AND BICYCLE CROSSING ("Funding Agreement") is made as of the 29th day of April, 2019, by and between the San Mateo County Transportation Authority ("TA") and the City of Menlo Park ("Sponsor"), referred to herein individually as "Party" and jointly as "Parties."

WHEREAS, the Parties entered into the Funding Agreement for the Preliminary Engineering/Environmental (PE/ENV) phase for the Middle Avenue Pedestrian and Bicycle Crossing ("Project") on July 20, 2016; and

WHEREAS, the Sponsor received an allocation of Measure A Pedestrian and Bicycle Program funds for the Project on March 3, 2016 to support the Preliminary Engineering/Environmental (PE/ENV) phase and was to complete the Scope of Work no later than July 20, 2018; and

WHEREAS, the Sponsor submitted a letter requesting a time extension be granted through July 31, 2020 to complete the Scope of Work due to loss of the current project manager, which impacted the project schedule; and

WHEREAS, the TA agreed to grant the Sponsor an additional seventeen months through February 20, 2020; and

WHEREAS, Parties desire to amend the Funding Agreement to allow the Sponsor an additional seventeen months to complete the Scope of Work and the Sponsor will continue to contribute, or otherwise provide for the contribution of, any amount in excess of \$490,000 of Measure A Pedestrian and Bicycle Program funds needed to implement the Project.

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

1. **PROJECT INFORMATION.** Exhibit A is replaced with Exhibit A-1, which is attached to this First Amendment and incorporated herein by this reference.
2. **TERM.** Section 3.1 Term, Term of Agreement is hereby deleted and replaced in its entirety with the following language: "The term of this Agreement will commence on the Execution Date and conclude on August 20, 2020."

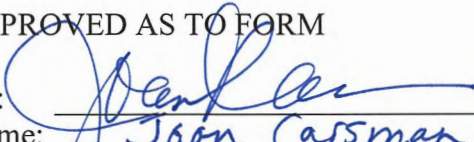
3. **TIME OF PERFORMANCE.** Section 3.5, Time of Performance, is hereby deleted and replaced in its entirety with the following language: “The Scope of Work must be completed no later than February 20, 2020.
4. **EFFECT.** Except as and solely to the extent amended by this First Amendment, the Funding Agreement 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.

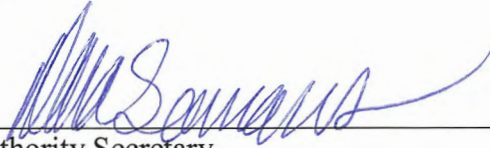
SAN MATEO COUNTY TRANSPORTATION AUTHORITY

By: 
Name: Jim Hartnett
Its: Executive Director

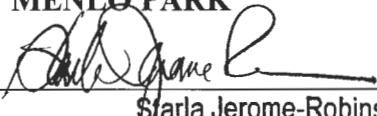
APPROVED AS TO FORM

By: 
Name: Joan Carsman
Its: Legal Counsel

ATTEST

By: 
Its: Authority Secretary

CITY OF MENLO PARK

By: 
Name: Starla Jerome-Robinson
Its: City Manager

APPROVED AS TO FORM


By: 
Name: William C. McClure
Its: Legal Counsel

EXHIBIT A-1: SCOPE OF WORK INFORMATION

Middle Avenue Pedestrian and Bicycle Crossing Preliminary Engineering & Environmental Analysis

Sponsoring Agency: *City of Menlo Park*

Contact: *Angela R. Obeso
Sr. Transportation Engineer
650-330-6739
arobeso@menlopark.org
701 Laurel St.
Menlo Park, CA 94025*

Implementing Agency: *(same as above)*

Contact: *(same as above)*

Project Description and Scope of Work:

The Middle Avenue Pedestrian and Bicycle Crossing Project will provide a grade separated crossing through the Caltrain Railway, from El Camino Real to Alma Street at Middle Avenue to create a pedestrian and bicycle connection between east and west Menlo Park. The Project is critical to provide greater east-west connectivity, as El Camino Real, in addition to the Caltrain railroad tracks, are both a real and perceived barrier. Long crossing distances make traversing the street on foot inconvenient and this undercrossing would improve connectivity for neighborhoods on both sides of the Caltrain tracks with City amenities, and access to public transit and Downtown Menlo Park.

The Scope of Work will result in the completion of the Preliminary Engineering & Environmental Clearance phases. Performance of the Scope of Work will begin with careful selection of a consultant Project Team with experience in pedestrian/bicycle rail projects and transportation planning/engineering. Following selection of the Project Team, the following tasks will be carried out to complete the Project preliminary engineering and environmental analysis phase of work:

- *Review of Previous Project Documents*
- *Project Management*
- *Collect Data (Survey, Utilities, R/W)*
- *Existing Conditions Report*
- *Alternatives Development*
- *Alternative Analysis*
- *Community Outreach & Alternative Selection*
- *Design Plans (30%)*
- *Environmental Analysis & Documentation*
- *Final Project Report*

Scope of Work Schedule:

	<u>Begin</u>	<u>End</u>
Preliminary Engineering/Environmental (PE/ENV)	07/2016	2/2020

Scope of Work Budget/ Source of Funding:

Include funding plan for scope of work defined above, including use of TA staff and/or consultant support if applicable.

Task/Activity	Measure A Funding Amount	Other Sources*		Total**
		List Fund Source	Amount	
PE/ENV	\$490,000	City of Menlo Park	\$210,000	\$700,000
Total:	\$490,000		\$210,000	\$700,000

* The other fund sources are provided for informational purposes.

**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 Scope of Work during the course of the Project.

Project Cash Flow Projection for Measure A Funds only

The cash flow projection is provided for informational purposes only.

Task/Activity	FY19				Subtotal FY19	FY20				Subtotal FY20
	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)	
PE/ENV	\$0	\$208,809	\$0	\$225,000	\$433,809	\$14,048	\$14,048	\$28,095		\$490,000
Total	\$0	\$208,809	\$0	\$225,000	\$433,809	\$14,048	\$14,048	\$28,095		\$490,000
Cumulative to Date	\$0	\$208,809	\$208,809	\$433,809		\$447,857	\$461,905	\$490,000		

Task/Activity	FY21				Subtotal 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)						
PE/ENV					\$0					\$490,000
Total	\$0	\$0	\$0	\$0	\$0					\$490,000
Cumulative to Date	\$0	\$0	\$0	\$0						\$490,000

Operating Responsibility: City of Menlo Park

Maintenance Responsibility: City of Menlo Park

Scope of Work Implementation Responsibility: The City will oversee a contract project manager to lead the Project efforts, including data collection, alternative development and analysis, community engagement, and environmental analysis (performed by a consultant team).

Scope of Work Oversight Responsibility: The City of Menlo Park and selected consultant team will be responsible for Project oversight and direction.