

**PRIMARY GRANT AGREEMENT
SAN MATEO COUNTY TRANSPORTATION AUTHORITY
MEASURE A AND/OR MEASURE W FUNDS**

This Primary Grant Agreement (Agreement) is made [REDACTED] by and between the San Mateo County Transportation Authority (TA) and the [Project Sponsor] (Sponsor), each of which is referred to herein individually as "Party" and jointly as "Parties."

RECITALS

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 (Original Measure A); 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 Measure A half cent transaction and use tax for an additional 25 years to implement the 2004 Transportation Expenditure Plan, beginning January 1, 2009 (New Measure A); and

WHEREAS, on November 6, 2018, the voters of San Mateo County authorized a new one-half percent sales tax in San Mateo County for transportation purposes, and tasked the TA with administering four of the five transportation program categories described in the Congestion Relief Plan presented to the voters (Measure W); and

WHEREAS, the TA and Sponsor desire to enter into this Agreement to establish the process, terms and conditions governing the allocation and expenditure of Measures A/W Funds by Sponsor for capital projects.

Now therefore, the Parties agree as follows:

SECTION 1: Form of Agreements

1.1. Primary Grant Agreement. This Primary Grant Agreement outlines the general terms and conditions applicable to all TA allocations of Measures A/W Funds to Sponsor for capital projects. As allocations are made, the TA and Sponsor will enter into subsequent arrangements for each allocation (Project Supplements). From time to time the Parties may enter into Project Supplements with third parties for cosponsored projects.

1.2. Project Supplements. Each Project Supplement will be substantially in a form attached hereto as described in Exhibit A, "Form of Project Supplements " and will be attached to this Agreement and incorporated herein by this reference.

SECTION 2: Term and Termination

2.1. Term. The term of this Agreement will commence on Execution Date and will terminate after 10 years, unless terminated by Sponsor or the TA pursuant to this Section 2. Work begun under the Agreement will continue to be governed by this Agreement until the Scope of Work is complete.

2.2. Sponsor's Right to Terminate; Repayment upon Termination. Sponsor may at any time terminate the Agreement or a Project Supplement by giving ten (10) days' written notice to the TA of its election to do so. Upon such termination, Sponsor will not be reimbursed for any further Scope of Work Costs associated with the Agreement or the Project Supplement, as applicable, and will reimburse the TA for all monies paid by the TA and costs incurred by the TA in connection with the applicable Scope of Work as well as all reasonable costs and expenses incurred to effect such termination within ninety (90) days of the TA's submission to Sponsor of a detailed statement of such payments and costs.

2.3. Termination by the TA. The TA may terminate this Agreement or a Project Supplement, with or without cause, by giving ten (10) days' written notice of such termination.

If the TA terminates the Agreement for Sponsor's default, Sponsor will reimburse the TA for all funds paid to Sponsor in connection with all Scopes of Work, and for all costs incurred by the TA in connection with the Scope of Work as well as all reasonable costs and expenses incurred to effect such termination, within ninety (90) days of the TA's submission to Sponsor of a detailed statement of such payments and costs.

If the TA terminates a Project Supplement for Sponsor's default, Sponsor will reimburse the TA for all funds paid to Sponsor in connection with the Scope of Work for the applicable Project Supplement, and for all costs incurred by the TA in connection with the Scope of Work as well as all reasonable costs and expenses incurred to effect such termination, within ninety (90) days of the TA's submission to Sponsor of a detailed statement of such payments and costs.

If the TA terminates the Agreement or a Project Supplement for convenience, the TA is obligated to pay to Sponsor all costs and expenses incurred thereunder by Sponsor up to the date of notice of termination, as well as all reasonable costs and expenses incurred to effect such termination.

2.4. Expiration/Suspension of TA's Financial Obligations. Any and all financial obligations of the TA pursuant to this Agreement expire upon the expenditure of TA's maximum contribution to each Scope of Work as established in each Project Supplement or the conclusion of the Term as defined in Section 2.1, whichever occurs first. The TA reserves the right to suspend its financial obligation, with ten (10) days' advance notice, if Sponsor identifies a risk of not being able to complete a Scope of Work within budget. If Sponsor cannot provide a credible funding plan acceptable to the TA to fund and complete each Scope of Work, the Sponsor will be in default and the TA may terminate this Agreement. If Sponsor identifies a risk of not being able to complete each Scope of Work within budget, failure to report such risk to the TA constitutes default and is cause for termination under Section 2.3.

2.5. Supplementing Existing Revenue. Sponsor agrees that it will use funds provided pursuant to this Agreement to supplement existing revenue. Sponsor will not use Measures A/W Funds to replace other local taxes or revenues already programmed and available for use for the same purpose. Sponsor will use funds provided pursuant to this Agreement only for the Scope of Work for each Project Supplement.

2.6. Misuse of Funds. If the TA determines that Sponsor has used Measures A/W Funds other than for the approved Scope of Work or Project Costs, the TA will notify Sponsor of its determination. Within thirty (30) days of notification Sponsor 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 Sponsor's written explanation within thirty (30) days of receipt. Unless otherwise stated in the response, the TA's response will be final, and Sponsor will repay any funds used other than for the approved Scope of Work within thirty (30) days.

SECTION 3: Time of Performance

3.1. Time of Performance. The time of performance will be specified in each Project Supplement (Time of Performance).

3.2. Time Extension. If the Scope of Work cannot be completed within the Time of Performance as defined in Section 3.1, Sponsor must submit a request in writing to the TA no later than six (6) months before the Time of Performance for an extension for the Time of Performance. The TA will review the request and may grant the extension via a letter of concurrence if it is justified in TA's sole and complete discretion. Extensions longer than one (1) year will require a formal amendment to the Project Supplement. Costs incurred for the Scope of Work after the Time of Performance are at risk of denial for reimbursement by the TA. The unreimbursed portion of Measures A/W allocation will be retained by the TA for the Measures A/W Program.

SECTION 4: Insurance

4.1. Insurance. For the purposes of this Section, "Entity" is defined as any entity designing, approving designs and/or performing each Scope of Work specified in the Project Supplements funded by this Agreement. Entities may include Sponsor, a contractor of Sponsor, another body on behalf of which Sponsor submitted its funding application, and/or a contractor of such other body.

For each Project Supplement, all Entities will provide the appropriate insurance covering the work being performed as specified in the Project Supplement. The insurance requirements specified in this Section will cover each Entity's own liability and any liability arising out of work or services of Entity subcontractors, subconsultants, suppliers, temporary workers, independent contractors, leased employees, or any other persons, firms or corporations (hereinafter collectively referred to as "Agents") working on each Project (as defined in each Project Supplement). If Sponsor itself is an Entity, Sponsor must also provide its own insurance meeting the requirements of this Section.

- a) Minimum Types and Scope of Insurance. Each Entity is required to procure and maintain at its sole cost and expense insurance subject to the requirements set forth below. Such insurance will remain in full force and effect throughout performance of the Scope of Work. All policies will be issued by insurers acceptable to the TA (generally with a Best's Rating of A-10 or better). Each Entity is also required to assess the risks associated with work to be performed by Agents and to require that Agents maintain adequate insurance coverages with appropriate limits and endorsements to cover such risks. To the extent that its Agent does not procure and maintain such insurance coverage, an Entity is responsible for and assumes any and all costs and expenses that may be

incurred in securing said coverage or in fulfilling Entity's indemnity obligations as to itself or any of its Agents in the absence of coverage. Entities may self-insure against the risks associated with the Scope of Work, but in such case, waive subrogation in favor of the TA respecting any and all claims that may arise.

- i. Workers' Compensation and Employer's Liability Insurance. Worker's Compensation coverage must meet statutory limits and Employer's Liability Insurance must have minimum limits of \$1 million. Insurance must include a Waiver of Subrogation in favor of the TA.
- ii. Commercial General Liability Insurance. The limit for Commercial General Liability Insurance will be specified in each Project Supplement. Commercial General Liability Insurance must be primary to any other insurance, name the TA as an Additional Insured, include a Separation of Interests endorsement and include a Waiver of Subrogation in favor of the TA.
- iii. Business Automobile Liability Insurance. The limit for Business Automobile Liability Insurance will be specified in each Project Supplement. Insurance must cover all owned, non-owned and hired autos, and include a Waiver of Subrogation in favor of the TA.
- iv. Property Insurance. Property Insurance must cover an Entity's and/or Agent's own equipment as well as any materials to be installed. Property Insurance must include a Waiver of Subrogation in favor of the TA.
- v. Professional Liability Insurance. If specified in a Project Supplement, Professional Liability insurance should cover each Entity's and any Agent's professional work on the Project.
- vi. Cyber Liability Insurance. If specified in a Project Supplement, and if contract deals with Personally Identifiable Information (PII), then Professional Liability Insurance policy, should also include coverage for Cyber risk coverages including Network and Internet Security Liability coverage, Privacy coverage and Media coverage.
- vii. Employee Theft Insurance/Crime Insurance. If specified in a Project Supplement, then an Employee Theft Insurance policy covering the loss of money, securities or other property resulting from theft by employees. The policy should include Third-Party Crime or Client Crime coverage
- viii. Contractors' Pollution Liability Insurance and/or Environmental Liability Insurance. If specified in a Project Supplement, Contractors' Pollution Liability Insurance and/or Environmental Liability insurance should cover potential pollution or environmental contamination or accidents. The limit for Pollution and/or Environmental Liability Insurance in each appropriate contract and subcontract should not be less than \$1 million. Such insurance must name the TA as an Additional Insured and include a Waiver of Subrogation in favor of the TA.

- ix. Railroad Protective Liability Insurance. Insurance is required if the Project will include any construction or demolition work within 50 feet of railroad tracks. The limit for Railroad Protective Liability Insurance in each appropriate contract and subcontract cannot be less than \$2 million per occurrence and \$6 million annual aggregate. On the Entity's Commercial General Liability insurance policy, the contractual liability exclusion for liability assumed shall be deleted.
 - b) Special Requirement for Caltrain Shuttles. If Sponsor and/or Entity is operating shuttle(s) with the Caltrain logo on the vehicle(s) or on any shuttle public information materials, the Commercial General Liability, Business Automobile, and Pollution and/or Environmental Liability (if applicable) policies also must name as Additional Insureds: the Peninsula Corridor Joint Powers Board, 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 their respective directors, officers, employees, volunteers and agents while acting in such capacity, and their successors or assignees, as they now, or as they may hereafter be constituted, singly, jointly or severally.
 - c) Excess or Umbrella Coverage. Sponsor and/or any other Entity may opt to procure excess or umbrella coverage to meet the above requirements, but in such case, these policies must also satisfy all specified endorsements and stipulations for the underlying coverages and include provisions that the policy holder's insurance is to be primary without any right of contribution from the TA.
 - d) Deductibles and Retentions. Sponsor must ensure that deductibles or retentions on any of the above insurance policies are paid without right of contribution from the TA. Deductible and retention provisions cannot contain any restrictions as to how or by whom the deductible or retention is paid. Any deductible or retention provision limiting payment to the named insured is unacceptable.
- In the event that any policy contains a deductible or self-insured retention, and in the event that the TA seeks coverage under such policy as an additional insured, Sponsor will ensure that the policy holder satisfies such deductible to the extent of loss covered by such policy for a lawsuit arising from or connected with any alleged act or omission of the Entity or Agents, even if neither the Entity nor Agents are named defendants in the lawsuit.
- e) Claims Made Coverage. If any insurance specified above is provided on a claim-made basis, then in addition to coverage requirements above, such policy must provide that:
 - i. Policy retroactive date coincides with or precedes the Entity's start of work (including subsequent policies purchased as renewals or replacements).
 - ii. Entity will make every effort to maintain similar insurance for at least three (3) years following Project completion, including the requirement of adding all additional insureds.

- iii. If insurance is terminated for any reason, each Entity agrees to purchase an extended reporting provision of at least three (3) years to report claims arising from work performed in connection with this Agreement.
- iv. Policy allows for reporting of circumstances or incidents that might give rise to future claims.
- f) Failure to Procure Adequate Insurance. Failure by any Entity to procure sufficient insurance to financially support the indemnification requirements of this Agreement does not excuse Sponsor from meeting all obligations of the indemnification requirements and the remainder of this Agreement, generally.
- g) Prior to beginning work under this Agreement, Sponsor must obtain, and produce upon request of the TA, satisfactory evidence of compliance with the insurance requirements of this Section.

SECTION 5: Additional Terms Applicable to Sponsor-Performed Capital Projects

The following additional terms apply when the Sponsor is performing the scope of work for capital projects as described in each Project Supplement.

5.1. Project Performance. Sponsor will oversee completion of the scope of work for each TA funded project as described in each Project Supplement (Scope of Work). Sponsor is responsible for procuring and administering any professional service and/or other contracts entered into in connection with each such Scope of Work. Sponsor may appoint a designee or engage contractor(s) to perform work necessary for completion of work, but Sponsor remains responsible to the TA for the completion of each Scope of Work.

5.2. Required Approvals. Prior to commencement of each Scope of Work, Sponsor or its designee (e.g., a consultant) will obtain all applicable local, state and federal approvals and permits for each Scope of Work. In addition, Sponsor must comply with all applicable federal, state and local laws and regulations applicable to the Project. All real property appraisals must comply with Uniform Standards of Professional Appraisal Practice (USPAP). Any right-of-way activities involving property on the Caltrans right-of-way must be conducted in accordance with the current version of the Caltrans Right-of-Way manual.

5.3. Contract Award and Change Orders. Sponsor must comply with state and local agency requirements for the award of any contract(s) for the performance of each Scope of Work and any change orders. As each Scope of Work proceeds, Sponsor must advise the TA of any contracts awarded and change orders as part of the regular progress reporting requirements. Notice of any contracts and change orders provided to the TA will not constitute approval by the TA of the contracts and change orders nor obligate the TA to provide funds in excess of its maximum contribution stated in each Project Supplement.

5.4. Progress Reports. Sponsor will prepare and submit to the TA quarterly progress reports during the entire term of each Scope of Work and covering all Scope of Work activities for work completed during the previous month using the template in Exhibit B or in other formats specified by the TA. The reports must describe:

- a) The current status of, and any changes in, scope, schedule, budget, and funding plans of each Scope of Work and each Project;
- b) Any risk factors;
- c) The work performed during the previous quarter and projected for the next three months;
- d) Scope of Work Costs (as defined in Section 5.8 below) projected to be expended during the next three months; and
- e) Any other information requested by the TA.

5.5. Final Report. Within ninety (90) days of Sponsor's final acceptance of each Scope of Work and all incidental work, Sponsor must prepare and submit to the TA a final report detailing the following and all other relevant information:

- a) A description of the Project, including a statement detailing the 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 Measures A/W Funds expended in connection with the Scope of Work, and reflecting any unexpended Measures A/W Funds.
- 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 or, for the final project phase, a Project Close-out form that no further reimbursements associated with the Scope of Work are anticipated and that all draw-down requests have been made.
- g) Photographs for all construction projects that satisfactorily demonstrate: 1) site conditions before the project was implemented; 2) work in progress; and 3) completed improvements.

5.6. Funding Commitment. The TA allocates to Sponsor up to the amount specified in each Project Supplement for reimbursement of expenditures related to the Scope of Work (Scope of Work Costs). Sponsor will contribute, or provide for the contribution of matching funds as specified in each Project Supplement. Sponsor also will contribute, or provide for the contribution of the entire amount in excess of the total project cost specified in the Project Supplement needed to complete each Scope of Work. The TA's funding commitment under this Agreement in no way establishes a right for Sponsor to receive additional funding from the TA. All funding obligations of the TA under this

Agreement are subject to downward adjustment based on actual sales tax receipts for the fiscal years indicated.

Sponsor will assess and confirm its ability to complete the Scope of Work described in each Project Supplement within budget as part of the quarterly reporting requirements established in 5.4, above. Sponsor must further notify the TA between reporting cycles if Sponsor determines that the budget will not be sufficient to complete each Scope of Work. The TA reserves the right to suspend its funding obligation as set forth in applicable Project Supplements upon such notice, and until Sponsor develops a credible funding plan acceptable to the TA to fund and complete the associated Scope of Work.

5.7. Use of Funds.

- a) Measures A/W Funds must be used only for direct eligible costs to complete the Scope of Work. The Sponsor is responsible for demonstrating to the TA that the expenses incurred were necessary to deliver each Scope of Work. Reimbursement for the following costs will require detailed documentation in accordance with generally-accepted accounting principles:
 - i. Scope of Work phases or components such as stakeholder/public outreach; development of planning studies, project initiation documents (PID), project study reports (PSR), environmental clearance and mitigation for up to three years following project completion, project approval and environmental document (PA&ED), project design, and plans specifications and estimates (PS&E); regulatory agency review; acquisition of right-of-way; construction, and construction management;
 - ii. Sponsor staff time for Scope of Work implementation;
 - iii. Project administration costs for each Scope of Work under this Agreement.
 - iv. Costs directly tied to the implementation of each Project Scope of Work as more specifically defined in Exhibit C, "Eligible Costs for Reimbursement," which is attached to this Agreement and incorporated herein by this reference. Eligible costs are defined in greater detail in Exhibit C. If Sponsor wishes to undertake items of work not covered under each Scope of Work concurrent with performing each Scope of Work, the cost for including and undertaking the additional work must be segregated, and the costs borne exclusively by the Sponsor from a non-Measures A/W Program funding source(s). In the event that an activity is not listed in Exhibit C but Sponsor believes that it is an eligible cost, Sponsor may request that the TA consider reimbursing the Sponsor for the activity. The TA will have sole discretion to grant or deny Sponsor's requests.
- b) The following costs are not eligible for Measures A/W Funds reimbursement:
 - i. Sponsor's costs which are unrelated to each Scope of Work;
 - ii. Costs for entering into this Agreement and each Project Supplement;

- iii. Maintenance, rehabilitation, routine operations of each Project or other facilities or programs except as specifically identified in the Scope of Work for each Project Supplement; and
- iv. Development of proposals, applications or agreements for Measure A, Measure W, or other funding programs.

5.8. Reimbursement Basis. Unless otherwise specified in the Project Supplement, Sponsor may seek reimbursement for Scope of Work Costs incurred on or after the Execution Date. Scope of Work Costs must be incurred and paid by Sponsor prior to requesting reimbursement from the TA. Sufficient documentation must accompany all requests for reimbursement, including the submittal of all due monthly progress reports.

5.9. Accounting and Request for Reimbursement Procedures. Sponsor, in coordination with and to the satisfaction of the TA, will establish procedures for Scope of Work accounting and requests for reimbursement. These procedures will track and reflect the accumulation of the TA's pro rata share of Scope of Work Costs. Sponsor will detail the TA's pro rata share of Scope of Work costs for all work funded under this Agreement with each "Reimbursement Claim Form," which is attached to this Agreement as Exhibit D and incorporated herein, or in other formats specified by the TA. Sponsor will maintain all necessary books and records in accordance with generally accepted accounting principles.

5.10. Invoices; Payments.

- a) Sponsor 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 vendor invoices, timesheets, backup documentation, checks, and payment advice, and must include an accounting of the TA's share of costs for the Scope of Work as contemplated by this Agreement.
- b) For any property acquisitions for which Sponsor seeks reimbursement from the TA, Sponsor must provide the following supporting documentation for each property:
 - i. Copies of the final real estate appraisal and any appraisal review conducted on behalf of Sponsor;
 - ii. For any right-of-way activities involving property on the Caltrans right-of-way, written confirmation that the acquisition process was conducted in accordance with the then-current version of the Caltrans Right-of-Way manual;
 - iii. A Phase One Environmental Assessment and any recommended additional testing (unless waived by the TA);
 - iv. Copy of the offer package provided to the property owner(s);

- v. Copy of the Notice of Exemption or other required document for environmental clearance under CEQA/NEPA for the purchase of the property, and evidence of the date of filing such Notice; and
 - vi. Written justification acceptable to the TA of any settlement at an amount higher than the offer.
- c) For each voluntary real property transaction, Sponsor must also provide:
- i. Copy of the fully executed purchase and sale agreement;
 - ii. Copy of an executed and recorded deed, in a form consistent with the requirements set forth in the then-current Caltrans Right-of-Way manual;
 - iii. Copy of the Policy of Title insurance; and
 - iv. Copy of the final closing statement from the escrow.
- d) For each real property acquisition undertaken through condemnation, Sponsor must also provide:
- i. Copy of the recorded Final Order of Condemnation; and
 - ii. Copy of the litigation guarantee issued by a title insurer.
- e) Sponsor must detail the tasks performed, associated costs, and pro rata share of Scope of Work Costs to be borne by the TA with each reimbursement request.
- f) The TA 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 each Project Supplement. The TA's obligation to reimburse Scope of Work Costs to Sponsor as provided in this Section is conditioned upon the TA's prompt receipt of quarterly progress reports from Sponsor.
- g) Invoices may be submitted, no more frequently than once a quarter, by e-mail to: invoices@smcta.com, accountspayable@samtrans.com, and the designated TA Project Manager at the email address specified in the Project Supplement.

Sponsor must submit a minimum of one reimbursement claim for each fiscal year (July through June) and no more frequently than quarterly. If Sponsor does not submit a reimbursement claim for two consecutive quarters (six months), then Sponsor will be deemed inactive. If the Sponsor does not submit a reimbursement claim within the next two quarters after being deemed inactive then project may be deprogrammed. Sponsor must submit a letter to the TA to seek administrative approval for an exemption.

5.11. Return of Project Cost Savings. Upon submission of the Final Report, if the total Scope of Work Costs are less than the amount specified in the Project Supplement, Sponsor will return to the TA that proportion of the Project cost savings that is equal to

the percentage of the original Scope of Work budget that consisted of Measure A/W Funds.

5.12. Indemnity by Sponsor.

Sponsor will indemnify, keep and save harmless the TA and its directors, officers, agents and employees against any and all suits, claims or actions related to the performance of this Agreement, each Scope of Work or each Project including, but not limited to, those arising out of any of the following:

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

Sponsor 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 as they are incurred. If any judgment is rendered, or settlement reached, against the TA or any of the individuals enumerated above in any such action, Sponsor will, at its expense, satisfy and discharge the same.

This indemnification will survive termination or expiration of the Agreement.

SECTION 6: Additional Terms Applicable to TA-Performed Capital Projects

The following additional terms apply when the TA is performing the scope of work for capital projects as described in each Project Supplement (Scope of Work).

6.1. Funding Commitment. The TA will provide in lieu contributions, expenditures on consultants, and/or funds up to the amount specified in each Project Supplement for the Scope of Work tasks specified in the Project Supplement (Scope of Work Costs).

6.2. Cost Savings. Any cost savings of the funds allocated for each Project Supplement will revert to the applicable program for the TA to reallocate to any eligible project through its usual fund programming and allocation activities.

6.3. Insufficient Funding. In the event that additional funding is needed to complete the Scope of Work specified in a Project Supplement, the TA will identify the additional amounts needed and review those estimates with the Sponsor. The Parties will work together to identify potential sources of funding, as well as obtain the necessary funds to complete the Scope of Work for the Project Supplement. If additional funding is needed due to a change in the Project Supplement Scope of Work, as requested by the Sponsor, the TA will identify the additional amounts needed and review those estimates with the Sponsor. In such case, it is the responsibility of the Sponsor to identify the potential sources of funding, as well as obtain the necessary funds to complete the changed Project Supplement Scope of Work. The TA may consider requests for additional funding, but is under no obligation to grant such requests.

6.4. TA Responsibilities. For purposes of delivering the Scope of Work, the TA agrees to perform the following tasks, unless otherwise specified in a Project Supplement:

- a) The TA will perform and complete the Scope of Work, either through its own forces or the use of one or more third-party consultants or contractors.
- b) The TA will make available to the Project up to the amount(s) specified in the Project Supplement(s) for the Scope of Work.
- c) For purposes of delivering the Scope of Work, the TA agrees to perform the following tasks, unless otherwise specified in a Project Supplement:
 - i. Manage the Scope of Work, including developing and carrying out the Scope of Work on schedule and within budget;
 - ii. Provide technical oversight for performance of the Scope of Work;
 - iii. Lead coordination with Caltrans and/or other permitting agencies as necessary for the Scope of Work;
 - iv. Obtain the necessary permits and approvals required for the Scope of Work;
 - v. Procure and administer the consultant/contractor services to complete the Scope of Work;
 - vi. Organize and facilitate regular meetings of a Project Development Team (PDT), the Sponsor and representatives from involved local and regional entities to provide input and guidance on the Scope of Work;
 - vii. Keep 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; and
 - viii. Consult with Sponsor where necessary/appropriate.
- d) To the extent applicable, the TA will execute an agreement with Caltrans for oversight services associated with the Scope of Work.
- e) The TA will prepare and provide to Sponsor status reports including anticipated and expended costs and Scope of Work delivery milestones and schedule forecasts.
- f) The TA will review, process, and audit (at its discretion) invoices and other documentation of expenditures for work performed under each Project Supplement. The TA will also track the accumulation and expenditure of funds allocated for Scope of Work, and process other documentation of expenditures in compliance with TA accounting and budgeting requirements.

6.5. Sponsor Responsibilities. For purposes of delivering the Scope of Work, the Sponsor agrees to perform the following tasks, unless otherwise specified in a Project Supplement:

- a) The Sponsor will be responsible for championing the effort of obtaining political and public support for the Project.
- b) The Sponsor will be the public face of the Project for purposes of leading outreach efforts to local stakeholders and community members, including coordination of public meetings and solicitation of public comment.
- c) The Sponsor will provide input and oversight based on local policies and desires regarding the outcome of and deliverables of the Project.
- d) The Sponsor will actively participate in the PDT meetings related to the Scope of Work.
- e) The Sponsor may, at its discretion, review any professional services agreements, change orders and any other agreements that the TA has entered into for the performance of Scope of Work; however the TA retains ultimate authority over contracting and related decisions.
- f) The Sponsor may, at its discretion, review the work products and deliverables produced by the TA and/or its contractors/consultants for the Scope of Work, including reports, designs, drawings, plans, specifications, schedules and other materials; however, the TA retains authority to accept or reject contractor/consultant work.
- g) The Sponsor will approve or endorse, in writing, the final deliverables or work products produced by the TA and/or its contractors/consultants for the Scope of Work.
- h) The Sponsor will review progress reports prepared and provided by the TA.
- i) The Sponsor may, at its discretion, review and audit invoices and other documentation of the expenditure of funds allocated for the Scope of Work, however the TA retains ultimate authority for expenditure of allocated funds on the Project.

6.6. Indemnification.

- a) Each of the Parties will indemnify, hold harmless and defend the other Party and its directors/councilmembers, officers, employees and agents (collectively, "Indemnitees") against all liability, claims, suits, actions, costs or expenses related to performance of the Scope of Work or the Project, including but not limited to those arising from loss of or damage to property, and injuries to or death of any person (including but not limited to the property or employees of each Party) when arising out of or resulting from any act or omission by the indemnifying Party, its agents, employees, contractors or subcontractors in connection with any aspect of the Project, including Project design, construction and/or maintenance.

- b) Each of the Parties will also fully release, indemnify, hold harmless and defend the other Party and Indemnitees from and against any and all claims or suits that may be brought by any of the indemnifying Party's contractors or subcontractors performing work in connection with or related to the Project.
- c) The indemnifying Party's obligation to defend includes the payment of all reasonable attorneys' fees and all other costs and expenses of suit, and if any judgment is rendered, or settlement entered, against any Indemnitee, the indemnifying Party must, at its expense, satisfy and discharge the same. Indemnitees may require the indemnifying Party to obtain counsel satisfactory to the Indemnitees.
- d) This indemnification will survive termination or expiration of this Agreement.

SECTION 7: Additional Terms Applicable to Shuttle Operations

The following additional terms apply to shuttle projects as described in each Project Supplement (Project).

7.1. Sponsor Oversight; Work Plan. Sponsor is responsible for implementation of the Project as described in each Project Supplement. Sponsor assumes responsibility for procuring and administering any professional service and/or other contracts entered into in connection with the Project.

Though Sponsor may appoint a designee or engage contractor(s) to perform work necessary for Project implementation, Sponsor will remain ultimately responsible to the TA for performance of all responsibilities set forth herein.

7.2. Required Approvals. Prior to commencement of each Project, Sponsor or its designee (e.g., a consultant) will obtain all required local, state and federal approvals and permits for Project work. In addition, Sponsor must comply with all federal, state and local laws and regulations applicable to the Project.

7.3. Contract Award and Scope Changes. Sponsor must comply with state and local agency requirements for the award and amendment of any contract(s) for the implementation of each Project. Sponsor must advise the TA in writing (electronic mail is acceptable) as soon as possible of any contracts awarded and any amendments thereto, such as for any changes in service. Notice of any contracts and amendments provided to the TA will not constitute approval by the TA nor obligate the TA to provide funds in excess of its maximum contribution stated in the Project Supplement.

7.4. Monthly & Annual Operations Reports. Within eight (8) calendar days after the end of each month a given Project Supplement is in effect, Sponsor or its agent must submit to the TA a monthly operations report (Operations Report) based on National Transit Database (NTD) reporting requirements, attached as Exhibit E, "National Transit Database Reporting Requirements." The Operations Report must include such items as the average daily ridership of the Project, and the Project's total boardings, total revenue miles, hours, vehicles in service, road calls, accidents and any other information pertinent to assess the performance of the service for purposes of local, state or federal reporting requirements for the month just ended. Any monthly service mileage and/or hours that were scheduled, but where service was not operated for any reason, must be

deducted from monthly reporting totals. An explanation for all lost service miles and/or hours must be included in the monthly report. Sponsor or its agent must review all required reporting for accuracy prior to submittal to the TA. The form of all reports must be determined by the TA. Within eight (8) calendar days of the end of the performance of the work under a Project Supplement, and/or any extension thereof, Sponsor or its agent must submit to the TA an annual report on the same statistics. All Operations Reports must be submitted via Excel spreadsheet or other format as approved by the TA to shuttles@samtrans.com or as specified in the Project Supplement.

7.5. Quarterly Progress Reports. Sponsor must prepare and submit to the TA quarterly progress reports by January 31, April 30, July 31 and October 31 of each year during the entire term of the Project. Reports must be presented in the form provided as Exhibit F, "Quarterly/Annual Shuttle Program Progress Report Form," which is attached to this Agreement and incorporated herein by this reference, or in other formats specified by the TA. The reports must describe Project performance and expenditures during the previous quarter.

The reports must include actions expected to be taken and any projected changes in the service plan / schedule during the next quarter, and any other information requested by the TA. Additionally, each progress report must include information on any potential issues that may impact any of the performance measures set forth in Exhibit F as well as the ability of Sponsor to meet the conditions outlined in this Agreement.

7.6. Annual Report. By October 1 of each year, Sponsor must provide the TA with an annual report in the form provided as Exhibit F, or in other formats specified by the TA, summarizing the quarterly progress reports from the prior fiscal year.

The reports must include actions expected to be taken and any projected changes in the service plan /schedule for the next year (if the Project is continuing), and any other information requested by the TA. Additionally, each Annual report must include information on any potential issues that may impact any of the performance measures set forth in Exhibit F as well as the ability of Sponsor to meet the conditions outlined in this Agreement for the next year (if the Project is continuing). If the Annual Report is submitted after the second year of the Time of Performance, the Annual Report should include written confirmation that no further reimbursements associated with the Project are anticipated and that all reimbursement requests have been made or are being submitted with the Annual Report.

7.7. Funding Commitment. The TA allocates to Sponsor up to the amount specified in each Project Supplement for reimbursement of expenditures related to the Project (Project Costs). The Sponsor will contribute, or provide for the contribution of matching as specified in each Project Supplement, as well as the entire amount in excess of TA's allocation needed to implement the Project. The TA's funding commitment under this Agreement in no way establishes a right for the Sponsor to receive additional funding from the TA.

All funding obligations of the TA under this Agreement are subject to downward adjustment based on actual sales tax receipts for the fiscal years indicated, or if Sponsor receives funding for Project Costs from other sources which allow Sponsor to provide more than the matching funds specified in the Project Supplement over the term of the Agreement.

The Sponsor will assess and confirm its ability to implement the Project within budget as part of the quarterly reporting requirements established in Section 7.5, above. The Sponsor must further notify the TA between reporting cycles if the Sponsor determines that the budget will not be sufficient to implement the Project. The TA retains authority to suspend its funding obligation as set forth in Section 2.4 of this Agreement upon such notice, and until the Sponsor develops a credible funding plan acceptable to the TA to fund and implement the Project.

7.8. Reimbursement Basis. Sponsor may seek reimbursement for Project Costs incurred on or after the Execution Date. Project Costs must be incurred and paid by the Sponsor prior to requesting reimbursement from the TA. Sufficient documentation must accompany all requests for reimbursement, including the submittal of all due operations and progress reports.

7.9. Accounting and Reimbursement Procedures. Sponsor, in coordination with and to the satisfaction of the TA, will establish procedures for Project accounting and requests for reimbursement. These procedures will track and reflect the accumulation of the TA's pro rata share of costs for the Project. Sponsor will detail the TA's pro rata share of Project Costs for all work funded under this Agreement with each "Reimbursement Claim Form" which is attached to this Agreement as Exhibit D and incorporated herein, or in other formats specified by the TA. Sponsor will maintain all necessary books and records in accordance with generally accepted accounting principles.

7.10. Invoices; Payments. Once per quarter following submission of the quarterly progress reports, Sponsor 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, timesheets, backup documentation, checks and payment advice, and must include an accounting of the TA's share of costs for the Project as contemplated by this Agreement.

Claims and supporting documentation for reimbursement may be submitted by e-mail to: accountspayable@samtrans.com and invoices@smcta.com

The TA will endeavor to disburse reimbursements for approved Project 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 the Project Supplement. The TA's obligation to reimburse Project Costs to the Sponsor as provided in this section is conditioned upon the TA's prompt receipt of reports from Sponsor pursuant to Sections 7.4–7.6, above.

7.11. Indemnity by Sponsor. The Sponsor will indemnify, keep and save harmless the TA (and, if the Project includes shuttle(s) with the Caltrain logo on the vehicle(s) or on any shuttle public information materials, the Peninsula Corridor Joint Powers Board, 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 its/their directors, officers, agents and employees against any and all suits, claims or actions related to the performance of this Agreement including, but not limited to, those arising out of any of the following:

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

The Sponsor 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 as they are incurred. If any judgment is rendered, or settlement reached, against the TA or any of the other agencies or individuals enumerated above in any such action, the Sponsor will, at its expense, satisfy and discharge the same.

This indemnification will survive termination or expiration of the Agreement.

SECTION 8: Additional Terms Applicable to All Other Project Supplements for Operations

The following additional terms apply to operational projects as described in each Project Supplement (Project).

8.1. Sponsor Oversight; Work Plan. Sponsor is responsible for the completion of the Scope of Work as described in each Project Supplement. Sponsor is responsible for procuring and administering any professional service and/or other contracts entered into in connection with the Scope of Work. Sponsor will oversee completion of the Scope of Work. Sponsor may appoint a designee or engage contractor(s) to perform work necessary for Scope of Work completion, but Sponsor remains responsible to the TA for the completion of the Scope of Work.

8.2. Required Approvals. Prior to commencement of the Scope of Work, Sponsor or its designee (e.g., a consultant) will obtain all applicable local, state and federal approvals and permits for the Scope of Work. In addition, Sponsor must comply with all applicable federal, state and local laws and regulations applicable to the Project.

8.3. Contract Award and Change Orders. Sponsor must comply with state and local agency requirements for the award of any contract(s) for the performance of the Scope of Work and any amendments. As the Scope of Work proceeds, Sponsor must advise the TA of any contracts awarded and amendments as part of the regular progress reporting requirements pursuant to Section 8.4 below. Notice of any contracts and amendments provided to the TA will not constitute approval by the TA of the contracts and amendments nor obligate the TA to provide funds in excess of its maximum contribution stated in the Project Supplement.

8.4. Progress Reports. For each of the projects in the Scope of Work, Sponsor will prepare and submit to the TA quarterly progress reports as the program proceeds and covering all Scope of Work activities for work completed during the previous month using the template in Exhibit B, or in other formats specified by the TA. The reports must describe:

- a) The current status of, and any changes in, scope, schedule, budget, and funding plans of the Scope of Work and the Project;

- b) Any risk factors;
- c) The work performed during the previous quarter and projected for the next three months;
- d) Scope of Work Costs (as defined in Section 8.8, below) projected to be expended during the next three months; and
- e) Any other information requested by the TA.

8.5. Closeout. Within ninety (90) days of Sponsor's final acceptance of the Scope of Work and all incidental work, Sponsor must notify the TA with a final closeout letter detailing the following and all other relevant information: Total costs for the Scope of Work, including an accounting of all Measures A/W expended in connection with the Scope of Work, and reflecting any unexpended Measure A/W Funds.

8.6. Funding Commitment. The TA allocates to Sponsor up to the amount specified in each Project Supplement related to the Scope of Work (Scope of Work Costs). Funds cannot be transferred between projects without separate approval from the TA. The TA Executive Officer, or designee, can approve funds transfers administratively with a letter. The TA's funding commitment under this Agreement in no way establishes a right for Sponsor to receive additional funding from the TA.

8.7. Use of Funds.

- a) Measures A/W Funds must be used only for direct eligible costs to complete the Scope of Work. The Sponsor is responsible for demonstrating to the TA that the expenses incurred were necessary to deliver the Scope of Work.
- b) The following costs are not eligible for reimbursement:
 - i. Sponsor's costs which are unrelated to the Scope of Work;
 - ii. Costs for entering into this Agreement;
 - iii. Maintenance, rehabilitation, routine operations of the Project or other facilities or programs; and
 - iv. Development of proposals, applications or agreements for Measure A, Measure W, or other funding programs.

8.8. Indemnity by Sponsor.

Sponsor will indemnify, keep and save harmless the TA and its directors, officers, agents and employees against any and all suits, claims or actions related to the performance of the Scope of Work or the Project including, but not limited to, those arising out of any of the following:

- a) Any injury to persons or property that may occur, or that may be alleged to have occurred, arising from the performance of the Project or implementation of this Agreement; or

- b) Any allegation that materials or services developed, provided or used for the Project infringe or violate any copyright, trademark, patent, trade secret, or any other intellectual-property or proprietary right of any third party.

Sponsor 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 as they are incurred. If any judgment is rendered, or settlement reached, against the TA or any of the individuals enumerated above in any such action, Sponsor will, at its expense, satisfy and discharge the same. This indemnification will survive termination or expiration of the Agreement.

SECTION 9: Miscellaneous

9.1. Access to Records and Record Retention. At all reasonable times, Sponsor will permit the TA access to all reports, designs, drawings, plans, specifications, schedules and other materials prepared, or in the process of being prepared, for each Scope of Work by Sponsor or any contractor or consultant of Sponsor. Sponsor will also make available to the TA upon request any professional service agreements, change orders and any other agreements that are related to each Scope of Work. Sponsor will provide copies of any documents described in this Section to the TA upon request. Sponsor will retain all records pertaining to each Scope of Work for at least three years after completion of each Project.

9.2. Audits. The TA, or its authorized agents, may, at any reasonable time during business hours, conduct an audit of Sponsor's performance under this Agreement. Sponsor will permit the TA, or its authorized agents, to examine, inspect, make excerpts from, transcribe or photocopy books, documents, papers and other records of Sponsor which the TA reasonably determines to be relevant to this Agreement.

Sponsor will transmit to the TA the Independent Auditor's Report prepared for Sponsor's Annual Comprehensive Financial Report within thirty (30) days of receipt by Sponsor and highlight the section that pertains to the Measures A/W Funds.

9.3. No Waiver. No waiver of any default or breach of any covenant of this Agreement by either Party will be implied from any omission by either 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 one action does not imply consent to any future action.

9.4. Assignment. Parties are prohibited from assigning, transferring or otherwise substituting their interests or obligations under this Agreement without the written consent of all other Parties.

9.5. Governing Law. This Agreement is governed by the laws of the State of California as applied to contracts that are made and performed entirely in California.

9.6. Compliance with Laws. In performance of this Agreement, the Parties must comply with all applicable Federal, State and local laws, regulations and ordinances.

9.7. Accessibility of Services to Persons with Disabilities. The Project implementation must comply with, and not subject the TA or Sponsor 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.

9.8. Modifications. This Agreement may only be modified in a writing executed by both Parties.

9.9. Attorneys' Fees. In the event legal proceedings are instituted to enforce any provision of this Agreement, the prevailing Party in said proceedings is entitled to its costs, including reasonable attorneys' fees.

9.10. Relationship of the Parties. It is understood that this is an Agreement 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 Contractor.

9.11. 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 Sponsor under this Agreement, are the joint property of the TA and Sponsor, and will not be destroyed without the prior written consent of the TA. The TA is entitled to copies and access to these materials during the progress of the Project and upon completion or termination of the Project or this Agreement. Sponsor may retain a copy of all material produced under this Agreement for its use in its general activities. This Section does not preclude additional shared ownership of work with other entities under contract with Sponsor for funding of the Project.

9.12. Non-discrimination. Sponsor and any contractors performing services on behalf of Sponsor 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.

9.13. Attribution to the TA. Sponsor must include attribution that indicates work was funded with "Measure A Funds" or "Measure W Funds" or "Measures A/W Funds from the TA." This provision applies to any project, or publication, that was funded in part or in whole by "Measure A Funds" or "Measure W Funds" or "Measures A/W Funds." Acceptable forms of attribution include TA branding on Project-related documents, construction signs, public information materials, and any other applicable documents. Sponsor must comply with the TA's External Attribution Guide which may be updated from time to time and will be available on the TA's website.

9.14. Warranty of Authority to Execute Agreement. Each Party to this Agreement represents and warrants that each person whose signature appears hereon is authorized and has the full authority to execute this Agreement on behalf of the entity that is a Party to this Agreement.

9.15. Severability. If any portion of this Agreement, or the application thereof, is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining portions of this Agreement, or the application thereof, will remain in full force and effect.

9.16. Electronic Signatures. This Agreement may be executed through the use of digital or electronic signatures in accordance with Government Code Section 16.5. The presence of an electronic signature on this Agreement will be construed as the Parties' consent to do business electronically.

9.17. Counterparts. This Agreement may be executed in counterparts.

9.18. Entire Agreement. This Agreement 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.

IN WITNESS WHEREOF, the Parties have hereunder subscribed their names as of the last date written below (Execution Date).

[SPONSOR]

By: _____
Name: _____
Its: _____
Date: _____

Approved as to Form:

Legal Counsel for the **[SPONSOR]**
Date: _____

**SAN MATEO COUNTY TRANSPORTATION
AUTHORITY**

By: _____
Name: April Chan
Its: Executive Director
Date: _____

Approved as to Form:

Legal Counsel for the TA
Date: _____

Exhibit A: Form of Project Supplements
Exhibit B: Progress Reporting Template
Exhibit C: Permissible Costs for Reimbursement
Exhibit D: Reimbursement Claim Form
Exhibit E: National Transit Database Reporting Requirements
Exhibit F: Quarterly/Annual Shuttle Program Progress Report Form

Exhibit A: Form of Project Supplements

SECTION A: Primary Agreement

The San Mateo County Transportation Authority (TA) and [Project Sponsor] (Sponsor) entered into a Primary Grant Agreement on _____, 20__ (Primary Agreement).

This Project Supplement is entered into on _____, 20__ pursuant to the Primary Grant Agreement and is subject to the terms set forth therein.

SECTION B: Project Background

Measure(s):

- ☐ Original Measure A
- ☐ New Measure A
- ☐ Measure W

Program Category:

Measure A	Measure W
<input type="checkbox"/> Transit	<input type="checkbox"/> Countywide Highway Congestion Improvements
<input type="checkbox"/> Highways	<input type="checkbox"/> Local Safety, Pothole & Congestion Relief Improvements – Local Investment Share
<input type="checkbox"/> Local Streets/Transportation	<input type="checkbox"/> Local Safety, Pothole & Congestion Relief Improvements – Grade Separation
<input type="checkbox"/> Grade Separations	<input type="checkbox"/> Bicycle and Pedestrian Improvements
<input type="checkbox"/> Pedestrian and Bicycle	<input type="checkbox"/> Regional Transit Connections
<input type="checkbox"/> Alternative Congestion Relief Programs	

Program Subcategory (if applicable):

Project: [Add project name]

Scope of Work: [Specify phase(s)]

Scope of Work Costs: [Specify amount programmed and allocated for each phase]

TA Technical Assistance (if applicable):

Date Funding Programmed:

Date Funding Allocated:

Applicable Resolutions (attached):

Additional Terms: The following Agreement Section(s) apply to this Project Supplement:

- ☐ Section 5 (Additional Terms Applicable to Sponsor-Performed Projects)
- ☐ Section 6 (Additional Terms Applicable to TA-Performed Projects)
- ☐ Section 7 (Additional Terms Applicable to Shuttle Operations)
- ☐ Section 8 (Additional Terms Applicable to All Other Project Supplements for Operations)

SECTION C: Invoices; Payments [ALTERNATIVE CLAUSE TO AGREEMENT SECTION 5.10(a) – DELETE IF NOT APPLICABLE]

Section 5.10(a) of the Agreement does not apply to this Project Supplement. Instead, the TA will make one upfront lump sum payment of \$_____ to the Sponsor to complete the Scope of Work.

SECTION D: Matching Funds

Sponsor will contribute, or provide for the contribution of, the entire amount in excess of \$_____ needed to complete the Scope of Work [and must provide at least ____% pro rata share of the Scope of Work Costs.]

OR

Sponsor agrees to contribute the matching funds to the TA in one upfront lump sum payment of \$_____ (Matching Funds) following Sponsor's approval of an invoice from TA describing the expenses to which the Matching Funds will be applied, subject to the following terms and conditions:

TA agrees that the Matching Funds are to be expended solely for the Project and agrees to: (i) prioritize application of the Matching Funds to expenses under the Scope of Work with the objective of utilizing all of the Matching Funds not later than _____; (ii) promptly return to Sponsor any and all unspent Matching Funds upon termination of the Project Supplement, or, absent termination, that have not been expended for the Project by _____.

SECTION E: Description of Scope of Work

Sponsoring Agency:

Lead/Implementing Agency:

Contact:

Project Description and Scope of Work:

Project Schedule:

Begin _____ End _____

Project Budget/ Source of Funding:

Include funding plan for the project defined above, including use of TA Technical Assistance if applicable

* The other fund sources are provided for informational purposes.

Operating Responsibility:

Maintenance Responsibility:

Project Implementation Responsibility:

Project Oversight Responsibility:

SECTION F: Third Party Roles

1. Third Party Roles. The [THIRD PARTY] is responsible for [LIST ALL RELEVANT RESPONSIBILITIES] for the Project.
2. Caltrans Roles. Caltrans as owner operator of the facility proposed for modification is responsible for reviewing and approving the [RELEVANT DOCUMENTS] for the Project.
3. Other Agreements. A Cooperative Agreement must be executed between Caltrans and the TA that lists the terms and conditions, roles and responsibilities and fee payment associated with Caltrans' review and approval of the [RELEVANT DOCUMENTS].

SECTION G: Time of Performance

1. Time of Performance. The Scope of Work must be completed no later than the end of _____ quarter, Fiscal Year 20____-20____ (the TA's fiscal year runs July 1 through June 30).
2. Timely Use of Funds. Sponsor must expend Measures A/W funds expeditiously. If Sponsor fails to invoice the TA for two consecutive quarters, the TA will require a meeting with Sponsor's executive and Project staff to review project progress. A Project Supplement found to be non-compliant with this requirement may be terminated for default by the TA.

SECTION H: Notice

Notices. All notices required or permitted to be given under this Agreement, be in writing and delivered by email to the addresses specified below. Notices will be deemed given when the email was sent. A recipient's failure to acknowledge receipt of the emailed notice will not affect the effectiveness of notice if (a) the sender can show that the notice was properly addressed and sent by email, and (b) the sender did not receive any email system notification that the email could not be delivered.

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

To [Sponsor]: [Sponsor]
ADDRESS LINE ONE
ADDRESS LINE TWO
Attn: Project Sponsor Contact
TITLE
Email:

In 2025, the TA plans to relocate its administrative building to 166 N. Rollins Road in Millbrae, California and when that occurs, the TA's address will be at that location.

SECTION I: Insurance [The TA and Sponsor will determine what types and levels of insurance are required for each Project Supplement]

The following types of insurance are required for this Project Supplement. See Section 6 of the Primary Agreement for additional requirements.

Insurance Type	Required	Coverage Amount
Workers' Compensation and Employer's Liability Insurance	Yes	Statutory limits for Workers' Compensation and at least \$1 million for Employers Liability.
Commercial General Liability Insurance	Yes	<p>[\$1/5/10 million]</p> <ul style="list-style-type: none">• For all projects: \$1M for Project Planning, Project Initiation, Project Approval & Environmental Design and Right of Way Phases and for operations.• For capital projects with budgets of up to \$10M (e.g., road widening): \$1M for Design and Construction Phases.• For capital projects with budgets between \$10M and \$40M (e.g., freeway interchange): \$5M for Design and

		<p>Construction Phases.</p> <ul style="list-style-type: none"> • For capital projects with budgets of \$40M or more: \$10M limits for Design and Construction Phases.
Business Automobile Liability Insurance	Yes	<p>[\$1/5/10 million]</p> <ul style="list-style-type: none"> • For all projects: \$1M for Project Planning, Project Initiation, Project Approval & Environmental Design and Right of Way Phases. • For capital projects with budgets of up to \$10M (e.g., road widening): \$1M for Design and Construction Phases. • For capital projects with budgets between \$10M and \$40M (e.g., freeway interchange): \$5M for Design and Construction Phases. • For capital projects with budgets of \$40M or more: \$10M limits for Design and Construction Phases. • For operations projects: \$10M
Property Insurance	Yes	
Professional Liability Insurance	[Yes/No]	<p>[\$1/2/5 million]</p> <p>For most projects with professional liability exposure, such as consulting: At least \$1 million</p> <p>For capital projects with some design: At least \$2 million.</p> <p>For capital projects with significant design: At least \$5M.</p>
Cyber Liability Insurance	[Yes/No]	<p>If contract deals with Personally Identifiable Information (PII): At least \$1 million and part of the Professional Liability Insurance program.</p>
Crime Insurance	[Yes/No]	<p>If Entity's employees have access to funds, securities and other property: At least \$250,000 for Employee Dishonesty Insurance and \$250,000 for Third-Party/Client Property.</p> <p>If Entity has access to significant funds, securities or other property: Limits should reflect cumulative exposure.</p>
Contractors' Pollution Liability Insurance and/or Environmental	[Yes/No]	At least \$1 million

Liability Insurance		
Railroad Protective Liability Insurance	[Yes/No]	At least \$2 million per occurrence and \$6 million annual aggregate

IN WITNESS WHEREOF, the Parties have hereunder subscribed their names as of the last date written below.

[SPONSOR]

By: _____
Name: _____
Its: _____
Date: _____

Approved as to Form:

Legal Counsel for the **[SPONSOR]**
Date: _____

**SAN MATEO COUNTY TRANSPORTATION
AUTHORITY**

By: _____
Name: April Chan
Its: Executive Director
Date: _____

Approved as to Form:

Legal Counsel for the TA
Date: _____

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 here, specify Project limits, phases of Project. Identify the [Original Measure A and/or New Measure A and/or Measure W] funded components]

Status Summary: [Provide Status]

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

2) Schedule:

Major Milestones:

	Original Baseline		Current Baseline		Current Forecast	
	Start	Finish	Start	Finish	Start	Finish
[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 Reporting Period:

[Describe progress and activities]

[Original Measure A and/or New Measure A and/or Measure W] Funds Expended This Reporting Period: \$

Future Activities, Next Reporting Period:

[Describe planned future activities]

Projected [Original Measure A and/or New Measure A and/or Measure W] Funds Expenditure Next Reporting 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%
Total Project	-	-	-	-	#DIV/0!	

4) Scope of Work [Original Measure A and/or New Measure A and/or Measure W] Budget:

	A	B	C	D	E	F
Phase/Activity	Original allocation (per Project Supplement)	Current allocation (Per Amendments)	Change in allocation from Project Supplement (B-A)	Total Measure [A/W] Expended to date	% of current allocation expended (D/B)	% of Work Completed
					#DIV/0!	
					#DIV/0!	
					#DIV/0!	
Total Scope of Work	\$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)						#DIV/0!
Other (specify)						
Total	-	#DIV/0!	-	#DIV/0!	-	#DIV/0!

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

Submit Progress Reports To: invoices@smcta.com or
SMCTA
Planning & Development
1250 San Carlos Avenue
San Carlos, CA 94070¹

¹ In 2025, the TA plans to relocate its administrative building to 166 N. Rollins Road in Millbrae, California and when that occurs, the TA's address will be at that location.

Exhibit C: Eligible Costs for Reimbursement

Program / Promotions – activities pertaining to marketing/promotional programs detailed in the Scope of Work.

Planning – activities necessary to implement planning studies covered under the Scope of Work.

Project Initiation Documents (PID) – activities necessary to complete PIDs covered under the Scope of Work.

Environmental Studies – environmental studies costs, including determination of the appropriate environmental document, preparation of all preliminary engineering for each alternative, including geomantic layouts, determination of right-of-way needs, environmental technical studies (such as air, noise, energy, cultural resources and hazardous waste), and all other studies or activities necessary to prepare and finalize the appropriate documents for Project and environmental approval.

Design – design activities such as preparation of design studies; materials and foundation reports; drainage, hydrology and hydraulic reports; surveying and mapping; preparation of the plans, specifications and estimate; preparation of bid documents and Project files; preparation of permit applications and maintenance agreements; coordination of agency reviews and any other activities necessary to prepare final plans specifications and estimate (PS&E) for bid advertisement and award; and management oversight of these tasks except as limited in the Agreement.

Right-of-Way Acquisition – all activities related to right-of-way including determination of right-of-way needs; title searches; preparation of appraisal maps, legal descriptions and plat maps; parcel appraisals and appraisal reviews; hazardous materials-testing and analysis; preparation of right-of-way acquisition documents; activities involved with acquiring rights-of-way including negotiation with property owners and cost associated with condemnation proceedings (including legal costs, expert witness costs, etc., but not including costs related to claims for inverse condemnation), right-of-way capital costs and cost-to-cure impacts related to the acquisition. To the extent allowed by law, Sponsor will undertake all best efforts so that cleanup of existing hazardous materials will remain the liability of the property owner.

Services provided for right-of-way activities involved with property not necessary for the Measure A or Measure W Highway Program-funded Project as defined in the Scope of Work, and the associated costs for all such property, will be at the sole expense of the Sponsor.

Any property not used for construction of the Project, or used for any purpose other than construction of the Project as defined in the Scope of Work, should be identified and the funding agencies should be informed. Any excess right-of-way will be identified as early as possible in the Project design process and sold. The proceeds from the sale of such property must be returned to the funding agencies, prorated based on the percentage of funds each agency contributed to the purchase of the property.

Construction – construction expenditures for the Project (construction capital, management and inspection, surveys, public outreach, and related activities) that are part of the Scope of Work agreed to by the TA. Sponsor must submit all change orders over \$50,000 to the TA for

review and written approval before the TA will reimburse the Sponsor with Measure A Funds or Measure W Funds.

In addition, Measures A and W Funds are eligible for reimbursement of Sponsor's Project management oversight expenses associated with the construction of the Project. This would include activities such as construction management inspection, expenses associated with reviewing proposed change orders, and activities involved with submitting final costs to the appropriate agencies to secure other leveraged funds. Expenditure of Measure A and Measure W Funds remains subject to the limits set forth in the Agreement.

The Sponsor may include additional work beyond the Scope of Work for the Project at its own expense. The TA will require these costs to be segregated from the other item work expenses and paid for with non-Measure A or Measure W Highway Program funds.

Miscellaneous – fees from other agencies, including permit fees or reimbursement for review or oversight costs needed for the Project are eligible costs. However, the cost of permits or fees from the Project Sponsor will not be eligible. Utility relocation costs are eligible for reimbursement according to previous agreements establishing rights for those utilities. The costs for specialized equipment for testing, analysis or production of documents for Project-related work are also eligible.

Exhibit D
REIMBURSEMENT CLAIM
San Mateo County Measure A/W 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						Measure A/W Budget Balance		
			Fund Source1	% of Ttl	Fund Source2	% of Ttl	Measure A/W	% of Ttl		Prior Total Measure A/W \$	Life to Date Measure A/W \$
				####		####		####			
				####		####		####			
				####		####		####			
				####		####		####			
Total		-	-	####	-	####	-	####	\$	-	-

Quarterly Progress Report included? Y/N

Please issue check payable to:

Agency
Contact person
Address

Exhibit E: National Transit Database Reporting Requirements

The NTD was established by Congress to be the Nation's primary source for information and statistics on the transit systems of the United States. Recipients or beneficiaries of grants from the Federal Transit Administration (FTA) under the Urbanized Area Formula Program (§5307) or Other than Urbanized Area (Rural) Formula Program (§5311) are required by statute to submit data to the NTD. Over 660 transit providers in urbanized areas currently report to the NTD through the Internet-based reporting system. Each year, NTD performance data is used to apportion over \$5 billion of FTA funds to transit agencies in urbanized areas (UZAs). Annual NTD reports are submitted to Congress summarizing transit service and safety data.

Below is a partial list of reported elements that may change at any time. For additional information, please go to the National Transit Database website at: <https://www.transit.dot.gov/ntd>.

- a) **Deadhead (Miles/Hours):** The miles and hours that a vehicle travels when out of revenue service.
 - i) Deadhead includes:
 - 1) Leaving or returning to the garage or yard facility;
 - 2) Changing routes;
 - 3) When there is no expectation of carrying revenue passengers;
 - ii) However, deadhead does not include:
 - 1) Charter service;
 - 2) School bus service;
 - 3) Operator training;
 - 4) Maintenance training;
- b) **Fuel Consumed:** The quantity of fuel consumed for the service (by fuel type);
- c) **Mechanical System Failure - Major:** A failure of some mechanical element of the revenue vehicle that prevents the vehicle from completing a scheduled revenue trip or from starting the next scheduled revenue trip because actual movement is limited or because of safety concerns;
- d) **Mechanical System Failure - Other:** A failure of some other mechanical element of the revenue vehicle that, because of local agency policy, prevents the revenue vehicle from completing a scheduled revenue trip or from starting the next scheduled revenue trip even though the vehicle is physically able to continue in revenue service. Any mechanical problem that delayed service more than five minutes, even if no Road Call was required;
- e) **Passenger Miles Traveled (PMT):** The cumulative sum of the distances ridden by each passenger;
- f) **Reportable Incident:** A safety or security incident occurring on transit property or otherwise affecting revenue service that results in one or more of the following conditions:
 - i) A fatality confirmed within 30 days of the incident;
 - ii) An injury requiring immediate medical attention away from the scene for one or more persons;

- iii) Property damage equal to or exceeding \$25,000;
 - iv) An evacuation for life safety reasons; or
 - v) A mainline derailment.
- g) **Revenue Service (Miles, Hours, and Trips):** The time when a vehicle is available to the general public and there is an expectation of carrying passengers. Vehicles operated in fare free service are considered in revenue service.
 - i) Revenue service includes:
 - 1) Layover / recovery time.
 - ii) Revenue service excludes:
 - 1) Deadhead
 - 2) Vehicle maintenance testing
 - 3) School bus service, and
 - 4) Charter service.
- h) **Total Service (Miles or Hours):** The time or miles from when a transit vehicle starts (pull-out) from a garage to go into revenue service to the time or miles it returns to the garage (pull-in) after completing its revenue service.
 - i) Since total service covers the time or miles between:
 - 1) Pullout; and
 - 2) Pull-in;
 - ii) It therefore includes both:
 - 1) Deadhead; and
 - 2) Revenue service;
- i) **Unlinked Passenger Trips (UPT):** The number of passengers who board public transportation vehicles. Passengers are counted each time they board vehicles no matter how many vehicles they use to travel from their origin to their destination.

Exhibit F: Quarterly/Annual Shuttle Program Progress Report Form