

EXHIBIT A

SECOND AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE SAN MATEO COUNTY TRANSPORTATION AUTHORITY, THE CITIES OF SOUTH SAN FRANCISCO AND SAN BRUNO, AND THE PENINSULA CORRIDOR JOINT POWERS BOARD FOR THE

PRELIMINARY ENGINEERING/ENVIRONMENTAL PHASE FOR THE SOUTH LINDEN AVENUE AND SCOTT STREET GRADE SEPARATION PROJECT

This SECOND AMENDMENT (Second Amendment) to the MEMORANDUM OF UNDERSTANDING FOR SAN MATEO COUNTY MEASURE A GRADE SEPARATION PROGRAM FUNDS for the SOUTH LINDEN AVENUE AND SCOTT STREET GRADE SEPARATION PROJECT (MOU) is made as of _____, by and between the San Mateo County Transportation Authority (SMCTA), the cities of South San Francisco (Lead Sponsor) and San Bruno (Co-Sponsor and collectively, the “Sponsors”), and the Peninsula Corridor Joint Powers Board (PCJPB), each of which is referred to herein individually as “Party” and jointly as “Parties.”

WHEREAS, on March 3, 2022, through Resolution 2022-09, the SMCTA’s Board of Directors programmed and allocated up to \$4,950,000 in Measure A Grade Separation Program Category funds for the Preliminary Engineering/Environmental (PE/ENV) phase (Scope of Work) of the South Linden Avenue and Scott Street Grade Separation Project (Project); and

WHEREAS, on August 22, 2022, the Parties entered into the MOU for the Project, which provided that the Scope of Work was to be completed no later than August 22, 2025; and

WHEREAS, April 15, 2026, the Parties entered into the First Amendment to the MOU to extend the time of performance to December 31, 2027; and

WHEREAS, on May 7, 2026, through Resolution 2026-13, the SMCTA’s Board of Directors programmed and allocated an additional \$2,804,490 in Measure A Grade Separation Program Category funds and \$860,625 in Measure A Caltrain Category Funds for the Scope of Work of the Project; and

WHEREAS, the Sponsors will contribute an additional \$980,985 in local, state, federal or other matching funds for the Scope of Work, of which \$804,408 will be contributed by the City of South San Francisco (Lead Sponsor) and \$176,577 will be contributed by the City of San Bruno (Co-Sponsor); and

WHEREAS, the Parties desire to amend the MOU to include the additional allocation of \$3,665,115 Measure A Funds and additional commitment of \$980,985 of local matching funds for the Scope of Work.

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

1. **SCOPE OF WORK.** Section A.2, Scope of Work, is hereby deleted and replaced in its entirety with the following language:

“The Scope of Work is the Preliminary Engineering/Environmental phase as described in Exhibit A-2, “Scope of Work Information,” which is attached to this MOU and incorporated herein by this reference.”

2. **FUNDING COMMITMENT.** Section B.1, Funding Commitment, is hereby deleted and replaced in its entirety with the following language:

“The SMCTA will provide up to \$7,754,490 of Measure A Grade Separation Program Category funds and \$860,625 of Measure A Caltrain Category Funds on behalf of the PCJPB for a total allocation of \$8,615,115. The Sponsors will contribute, or provide for the contribution of, \$1,530,985 in local matching funds and provide at least 15.09% of the total Scope of Work Costs (Scope of Work Costs). In no event will the SMCTA pay out more than its pro-rata share of 76.43% of Measure A Grade Separation Program Category Funds and 8.5% of Measure A Caltrain Category Funds of the Scope of Work Costs.”

3. **SMCTA RESPONSIBILITIES.** Section D.1, SMCTA Responsibilities, is hereby deleted and replaced in its entirety with the following language:

“The SMCTA will make available up to \$7,754,490 of Measure A Grade Separation Program Category funds and \$860,625 in Measure A Caltrain Category Funds on behalf of the PCJPB (for a total allocation of \$8,615,115) for the Scope of Work in accordance with the conditions set forth in Section B above.”

4. **EFFECT.** Except as and solely to the extent amended by this Second Amendment, the MOU, as previously amended, will continue in full force and effect in accordance with its terms.

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

CITY OF SOUTH SAN FRANCISCO

By: _____
Name: Laura Snideman
Its: City Manager

APPROVED AS TO FORM

Legal Counsel for the City of South San Francisco

CITY OF SAN BRUNO

By: _____
Name: Alex McIntyre
Its: City Manager

APPROVED AS TO FORM

Legal Counsel for the City of San Bruno

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PENINSULA CORRIDOR JOINT POWERS BOARD

By: _____
Name: Michelle Bouchard
Its: Executive Director

APPROVED AS TO FORM

Legal Counsel for the PCJPB

SAN MATEO COUNTY TRANSPORTATION AUTHORITY

By: _____
Name: April Chan
Its: Executive Director

APPROVED AS TO FORM

Legal Counsel for SMCTA

Exhibit A-2: Scope of Work Information

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EXHIBIT A-2: SCOPE OF WORK INFORMATION

South Linden Avenue and Scott Street Grade Separation Project Preliminary Engineering/Environmental Phase

Sponsoring Agencies: City of South San Francisco (SSF)
City of San Bruno (SB)

SSF Contact (Lead Sponsor): Eunejune Kim, City Engineer / Director of PW
(650) 877-8550, eunejune.kim@ssfca.gov
550 North Canal Street
South San Francisco, CA 94080

San Bruno Contact (Co-Sponsor): Hae Won Ritchie, City Engineer / Deputy Director of PW
(650) 616-7067, hritchie@sanbruno.ca.gov
567 El Camino Real
San Bruno, CA 94066

Lead/Implementing Agency: Peninsula Corridor Joint Powers Board (PCJPB)

PCJPB Contact: Zhenlin Guan, Director, Infrastructure Delivery
(650) 235-0744, guanz@caltrain.com
166 N. Rollins Road
Millbrae, CA 94030

Project Description and Scope of Work:

The South Linden Avenue and Scott Street Grade Separation Project (Project) aims to improve safety and reduce future traffic delays associated with increased vehicle volumes, expanded Caltrain service, and the future addition of high-speed rail. Although the two crossings are located in different cities – South San Francisco (South Linden Avenue) and San Bruno (Scott Street) – the grade separations will be delivered as a single coordinated project. Because the crossings are only 1,850 feet apart, improvements at one location may affect operations at the other. The cities are co-sponsors of the Project, and the crossings are ranked #5 statewide on the grade separation priority list for FY 2025-2026 by the California Public Utilities Commission.

At South Linden Avenue, the Project will construct a vehicle, bicycle, and pedestrian undercrossing. The undercrossing will be installed beneath the tracks using a box-jacking method of construction. Improvements at South Linden Avenue will also include roadway reconstruction, curb and gutter, sidewalks, retaining walls, traffic signal modifications, drainage improvements, and utility relocations.

At Scott Street, the existing at-grade crossing will be permanently closed and converted into a cul-de-sac. A bicycle and pedestrian undercrossing will be constructed beneath the tracks using a box-jacking method.

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Original Scope of Work (PE/ENV):

The Project will raise the railroad between Colma Creek Bridge in South San Francisco, CA and the I-380 overcrossing in San Bruno, CA, with grade separation structures at South Linden Avenue in South San Francisco and Scott Street in San Bruno. South Linden Avenue will be partially lowered and reconstructed with pedestrian and bicycle access and safety improvements. At the Scott Street crossing, motor vehicle access will be closed and a pedestrian and bicycle undercrossing will be constructed.

Amendment #1 (PE/ENV):

No changes were made to the project scope with this amendment; it extended the time of performance by 28 months to December 31, 2027.

Amendment #2 (PE/ENV):

The updated Project Scope of Work is to complete the preliminary engineering (PE) and environmental clearance for the new locally preferred alternative, known as the “Optimized Alternative.”

Early in the PE design phase, following an extensive evaluation of the previously preferred alternative (PSR-Alt-1), a new, more cost-effective “Preferred” Optimized Alternative (OA) was selected in early 2025. The time, level of effort and cost to reach agreement on the OA exceeded the original cost estimate for this work and overall, the necessary level of effort to successfully deliver the Project was underestimated. The JPB’s soft costs to manage the Project (engineering oversight, project management support and administrative services, scheduling services, legal services, and project controls) were also underestimated.

The selection of the OA also required realignment of the original Project scope, schedule, and budget. The OA eliminates the need for temporary shoofly tracks, significantly reducing right-of-way acquisition, construction duration, and overall Project costs, but incurs additional costs to complete the environmental clearance and preliminary design. The revised approach relies on a box-jacking construction method in which the reinforced concrete undercrossing structure is constructed adjacent to the rail corridor and then slid beneath the tracks during a planned long-weekend rail service outage.

Implementation of the OA requires close coordination with nearby developers and expanded Project outreach. The design also includes substantial roadway modifications in the immediate vicinity of the crossings, as well as several retaining walls and expanded stormwater facilities. Additional activities to complete this work that we did not originally anticipate include:

- Expanded value engineering to justify the OA;

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- Expanded geotechnical studies to support deep excavation work and larger retaining walls;
- Phase 1 and limited Phase 2 Environmental Site Assessment; and
- Drainage design (including pump station(s)) to fully accommodate the lowering of Linden Avenue.

Scope of Work Schedule:

	<u>Begin</u>	<u>End</u>
PE/ENV	06/2022	12/2027

Scope of Work Budget/ Source of Funding:

Include funding plan for scope of work defined above.

Phase	Measure A Funding (Grade Separation)	Measure A Funding (Caltrain)	Other Sources*			Total
			Sponsor (SSF)	Sponsor (SB)	N/A	
PE/Environmental	\$7,754,490	\$860,625	\$1,191,058	\$339,927	\$0	\$10,146,100
Total:	\$7,754,490	\$860,625	\$1,191,058	\$339,927	\$0	\$10,146,100

* The other fund sources are provided for information purposes.

City of South San Francisco and City of San Bruno Project Contributions:

The City of South San Francisco (SSF) is contributing a total of \$1,191,058 to pay for City of SSF staff time and JPB's consultant costs as follows:

Task	Funding Amount
SSF staff participation and project oversight	\$80,000
Contribution to JPB consultants	\$1,111,058

The City of San Bruno (SB) is contributing a total of \$339,927 to pay for City of SB staff time and JPB's consultant costs as follows:

Task	Funding Amount
SB staff participation and project oversight	\$34,000
Contribution to JPB consultants	\$305,927

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

Operating Responsibility: PCJPB

Maintenance Responsibility: PCJPB, SSF, SB

Project Implementation Responsibility: PCJPB

Project Oversight Responsibility: SSF, SB, PCJPB, SMCTA