

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
SECTION 130 PROGRAM SUPPLEMENT

Charleston Rd / Palo Alto
Sheet 1 of 12
October 25, 2023

Item	Chapter	Budget Act	Caltrans Project ID	Unit	Amount	State Fiscal Year
2660-102-0890	43	2022	0423000278	3328	\$700,000.00	2022/2023
<i>The funds listed above are available for the period and purpose of the expenditures stated herein.</i>						
Railway-Highway Crossings Program Section 130 Program Supplement Charleston Road, Palo Alto			PROJECT NUMBER (FED ID); CALTRANS ACCOUNTING ID; PROGRAM SUPPLEMENT; LOCODE:		STPLR-130L(298) 0423000278 50LP298 5100	
			<small>(The numbers above shall be included with all invoices submitted to Caltrans)</small>			
Caltrans Division of Local Assistance			Office of Federal Programs – Section 130 P.O. Box 942874, MS 1 Sacramento, CA 94274-0001			
LOCAL AGENCY:	City of Palo Alto 250 Hamilton Avenue Palo Alto, CA 94301 (650) 329-2100		Effective Date of Program Supplement :		June 23, 2023	
ADDRESS:			Expiration Date of Program Supplement		June 30, 2026	
PHONE:						

The **City of Palo Alto** (hereinafter referred to as **Local Agency**) hereby agrees to do the work set forth herein for the State of California, Department of Transportation (hereinafter referred to as **Caltrans**) in accordance with the terms set established for Federal-Aid Funding under the **Master Agreement, Administering Agency-State Agreement for Federal Aid Projects, #04-5100F15** (FEDFUNDS15) and in accordance with the covenants set forth in this **Program Supplement**, including but not limited to, California Streets and Highways Code section 114(b) and California Government Code 14038 and the specific regulations and the provisions of this form including Exhibits A, B and C.

This Program Supplement shall be effective the date defined herein and when executed by all parties and is subject to all the terms and conditions thereof and authorizes reimbursement of eligible costs incurred during the effective dates of this agreement.

The work is located in the City of Palo Alto at the grade crossing of **Charleston Road** and the **Peninsula Corridor Joint Powers Board (PCJX)** tracks, identified as; **California Public Utilities Commission (CPUC) ID # #105E-33.19 / SCL-1195, DOT # 755011Y**. All work to be completed by **Local Agency** under the terms of this Contract is described in **Exhibit A** (hereinafter referred to as **Project**).

Under this agreement, funding is authorized for work in phases, beginning with the Preliminary Engineering (**PE**) phase. Additional funding to complete this Program Supplement will only be provided through the execution of amendments for additional work and with authorization for subsequent phase(s); Right of Way/Utility Relocation (**RW**), Construction (**CON**)/Construction Engineering (**CE**).

AMOUNT OF PROGRAM SUPPLEMENT

\$700,000.00

(Preliminary Engineering)

*It is expressly agreed that all persons engaged on this work are employees of the **Local Agency** and/or contractors hired by the **Local Agency** pursuant to its own policies and procedures and that none are employees of **Caltrans**.*

*Further, **Caltrans** hereby agrees to the terms as above set forth, and hereby agrees to pay the actual allowable costs incurred up to the limit set forth herein; provided, that by mutual consent of the **Local Agency** and **Caltrans**, this Program Supplement may be modified at any time.*

[Signatures are on the next page.]



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PROJECT NUMBER (FED ID);STPLR-130L(298)
CALTRANS ACCOUNTING ID: 0423000278
PROGRAM SUPPLEMENT:50LP298
LOCODE:5100

IN WITNESS WHEREOF, the parties have duly executed this Program Supplement as of the dates shown below with the effective date being the later hereunder.

CALIFORNIA DEPARTMENT OF TRANSPORTATION

CITY OF PALO ALTO

DocuSigned by:
Bruce Roberts
62D3E74A8EDD4D7...
Signature _____
Name **Bruce Roberts** _____
Title **Caltrans Section 130 Program Manager** _____
Date **11/9/2023** _____

DocuSigned by:
Ed Shikada
F2DCA19CCC8D4F9...
Signature _____
Name **Ed Shikada** _____
Title **Ed Shikada** _____
Date **11/2/2023** _____



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1. It is mutually understood between the parties that this Program Supplement may have been written before ascertaining the availability of congressional or legislative appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that might occur if the Program Supplement were executed after appropriations are actually made.
2. This Program Supplement is valid and enforceable only if sufficient funds are made available to **Caltrans** by the United States Government or the California State Legislature for the purpose of this program. In addition, this Program Supplement is subject to any additional restrictions, limitations, conditions or any statute enacted by the Congress or the State Legislature that may affect the provisions, terms or funding of this Program Supplement in any manner. It is mutually agreed that if the Congress or the State Legislature does not appropriate sufficient funds for the program, this Program Supplement shall be amended to reflect any reduction of funds.
3. This Program Supplement is for the elimination of hazards at railway-highway crossings with funds provided to **Caltrans** through the Federal Highway Administration (FHWA) for the Railway-Highway Crossings (Section 130) Program (23 U.S. Code § 130) and in accordance with 23 USC 130(f), Section 130 projects are funded at a **100%** federal share. Said elimination of hazards are a cooperative effort between **Local Agency, Railroads, Caltrans, and the CPUC**. The CPUC has evaluated the railroad highway intersection and determined what improvements are most likely necessary, **Caltrans** provides oversight and stewardship for the federal funds provided to the **Local Agency** and the **Railroad** to design and construct the **Project**.
4. The **Local Agency** agrees to lead and coordinate the concurrent efforts being undertaken by the Railroad under separate contact with Caltrans. The Project's safety improvements are to be completed in an expeditious manner without undue delay. Frequent coordination must be extended to the Railroad and the State Agencies associated with the Program Supplement (CPUC & Caltrans). The **Project** is for improved public safety, as such, the Local Agency is to **Prosecute the Project Diligently through Completion**. Caltrans under its USDOT/FHWA Stewardship Agreement, as a conduit for disbursement of Federal Surface Transportation Program funds for hazard elimination at railroad intersections on city streets, county roads and State Highways is reliant on the **Local Agency** to implement these safety improvements. Caltrans and Local Agency agree that the Project work as provided herein, is pursuant to federal rules and regulations and shall adhere to the guidance for local federal-aid projects as defined in the Caltrans Local Assistance Procedures Manual (LAPM). Additionally, Local Agency agrees to ensure that all construction work is performed in accordance with the provisions of Form FHWA-1273.
5. The basis of the design for the work to be performed by the **Local Agency** is identified in **Exhibit A** and made a part hereof (hereinafter referred to as **Scope of Work**). The Scope of work is based on; an analysis of existing conditions, accident history, and scoping reviews, to define the initial mutually agreed upon recommendations of improvements best suited for railroad-highways grade crossing hazards eliminations for the specific location and is subject to refinements or revisions; based on field diagnosis meeting(s), the progression of design, traffic engineering, signal pre-emption, or changed conditions, and only if approved by Caltrans and CPUC.
6. The Project's overall completion schedule is identified in **Exhibit B** and made a part hereof (hereinafter referred to as **Schedule**).



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7. The reimbursement of federal funds is limited to the amount shown on the E-76. Only work performed after the date of federal authorization is eligible for federal reimbursement and all eligible reimbursements must be incurred prior to the FHWA Project End Date (PED). The E-76 for the authorized work under this supplement is attached hereto as **Exhibit C (E-76)** and made a part hereof.

8. Each phase of work; Preliminary Engineering (PE), Right of Way (R/W), Utility Relocation (R/W), and Construction (CON), will require additional federal funds with authorization through the issuance of an updated E-76 and an amendment to this Program Supplement. Any unexpended prior obligations from the completed phase(s), will be carried forward and used in conjunction with the additional federal funds for the next phase of work. All subsequent phases of work (R/W, CON) and any requests for additional funds, must be initiated by the **Local Agency**, in compliance with the **Caltrans Local Assistance Procedures Manual (LAPM)**, aligned with the Project schedule and will be approved only if the state has sufficient Obligation Authority (OA) and available federal funds to undertake this action.

9. If federal funds are not available for a requested Construction (CON) obligation, the local agency may request in writing authorization to proceed with the project under the Local Assistance advance construction procedures. Under local advance construction procedures, the local agency will use its own funds to perform work eligible for future federal reimbursement. The local agency must have sufficient local funds to pay for all project costs until such time as federal funds become available.

10. Federal funds that have been encumbered for this project are available for disbursement for limited periods of time. For each fund encumbrance the limited period is from the start of the fiscal year that the specific fund was appropriated within the State Budget Act to the applicable fund Reversion Date, per Government Code Section 16304, all project funds not liquidated prior to the end of the last day of the state fiscal reversion year, will revert unless an executed Cooperative Work Agreement extending these dates is requested by the Local Agency, supported by Caltrans and approved by the California Department of Finance.

11. **Local Agency** will not invoice for any work on the **Project**, nor will **Local Agency** purchase any materials, until authorized through the execution of this Program Supplement. Authorization shall not be issued by **Caltrans** until sufficient State or Federal funds have been obligated for the projects. State liability pursuant to this Program Supplement is limited to the amount set forth in this Program Supplement

12. The **Local Agency** shall comply with Build America Buy America Act (BABA), enacted as part of Infrastructure Investment and Jobs Act (IIJA, § 70912(2)), which requires the recipient of all federal-aid funds to ensure all iron, steel, manufactured products, and construction materials used on projects are produced in the United States. The Buy America provisions set forth in 23 CFR 635.410, for steel, iron and manufactured goods produced in the United States, apply to the **Project** and are subject to the conditions therein set forth.

13. Any person, company or corporation who performs construction work authorized under terms of this Program Supplement must have a valid and current California contractor's license. All authorized work performed by employees of **Local Agency** and any CPUC regulated public utility, City, County or Public Service District is not subject to the above contractor's license requirement.

14. **Local Agency** must coordinate **Project** work with the **Railroad** that owns and operates the tracks where the Project is located, and **Local Agency** is wholly responsibly to execute and maintain all agreements required by the **Railroad** for the Local Agency's access and encroachment over the crossing.



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15. **Local Agency** will secure all legally required and necessary permits and approvals before commencing **Project** construction.

16. Where **Project** work is in conjunction with work done by **Railroad**, **Railroad** will construct railroad track and signal work to its own standard specifications, **Local Agency** will not perform any work on the **Railroad** tracks or within railroad right of way without securing permission from the railroad. **Project** work done within twenty-five feet of the centerline of the **Railroad** track may require a **Railroad** employee to protect the workers of **Local Agency** or its contractors. This provision is pursuant to federal law regulation and must be clearly agreed to in writing between **Local Agency** and **Railroad** before commencement of **Project** work at the railroad-highway intersection. A copy of this agreement between **Railroad** and **Local Agency** shall be provided to **Caltrans** by **Local Agency** as soon as it is executed.

17 Any warning devices, medians, signs, pavement markings, structures, or other improvements, which may be installed in conjunction with **Project** must be agreed upon between **Railroad**, the **Local Agency**, **Caltrans** and the **CPUC**. The **Local Agency** shall be the lead applicant and must receive approval of a **CPUC General Order 88-B** authorization of rail crossing modifications, prior to commencing any construction activities and **Local Agency** responsible from initiation through close-out of the GO-88B permit.

18. Guidance, regulatory, warning, and temporary traffic control signs, curb and pavement, or other markings and traffic signals installed or placed on any project constructed with federal funds shall conform to the Manual of Uniform Traffic Control Devices (MUTCD) and its California Supplement (CAMUTCD). Deviations from the Mandatory Standards for signs, markings, and traffic signals as defined and shown in the MUTCD and CAMUTCD are not permitted.

19. **Caltrans** will reimburse the **Local Agency** on the basis of actual cost, not to exceed the **Project** costs set forth herein. Any cost of the work determined by **Caltrans** to be not reimbursable, shall be borne and paid for solely and exclusively by **Local Agency**.

20. **Local Agency** invoice procedures shall conform to the California Prompt Payment Act (Gov. Code § 927 et seq.) and submittals comply with LAPM procedures. Correspondence and/or invoices are by either/or:

By Email:

Documents can be sent to; invoices.section130@dot.ca.gov

If by U.S. Mail:

Caltrans, Division of Local Assistance, Office of Federal Programs, MS-1 Section 130,
P.O. Box 942873, Sacramento, CA 94273-0001

If by Courier:

Caltrans, Division of Local Assistance, Office of Federal Programs, MS-1 Section 130,
1120 N Street, Room 2400, Sacramento, California 95814.

21. Not more frequently than once a month, but at least quarterly, **Local Agency** will prepare and submit to **Caltrans** invoices for actual allowable costs incurred. **Caltrans** will review the invoice for compliance with this Program Supplement. Payment will be made by **Caltrans** to **Local Agency** within forty-five (45) days of the date of receipt of an invoice by **Caltrans**, unless disputed. Invoices which are determined not in compliance, or include unallowable costs, will be returned to **Local Agency** for correction of deficiencies, after which **Local Agency** will resubmit the invoice to **Caltrans** as prescribed above.



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22. The **Local Agency** shall prepare and submit to Caltrans, at least quarterly (4x per year), a written project status report that includes, at a minimum; a comprehensive summary of the overall project status, accomplishments to date, activities under way, risks, issues, planned activities and schedule updates. Status reports can be submitted in conjunction with invoice submittals. Upon written request by Caltrans, quarterly project status updates may be conducted through either teleconference or as in-person meetings with the Local Agency's project manager and key project staff members that are able to address project delivery topics and the actions being taken to resolve issues.

23. The **Local Agency**, upon completion of the work required of the **Project**, will provide to **Caltrans** a written declaration/notification that the **Project** has been final billed and ready to be closed. This declaration shall be based upon actual allowable **Project** cost, **Project** Scope and **Project** cost limits set forth herein. Upon receipt of this declaration, **Caltrans** will pay all outstanding allowable invoiced **Project** costs. If upon final accounting, it is determined that **Caltrans** previously paid more than its share of said project, **Local Agency** shall refund the difference between **Caltrans'** share and the amount paid by **Caltrans**. All records of the **Local Agency**, its contractors and subcontractors are subject to audit by representatives of the **State of California** and Federal Highway Administration. Such records will be retained and made immediately available for inspection by **Caltrans'** Auditors for a period of three years from **Caltrans'** date of final payment of aforementioned final invoice. Further, **Local Agency** agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Program Supplement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

24 **Local Agency** agrees to pay prevailing wages for the work performed, pursuant to the California Labor Code §1720, or any other applicable law.

25. All work to be done hereunder by **Local Agency** shall be done only by its employees on a force account basis, or by contractors, the cost thereof to be paid to **Local Agency** by **Caltrans** in the manner hereinafter set forth.

26. The **Local Agency** agrees that the 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards shall be used to determine the allowable individual items of indirect cost. **Local Agency** agrees to comply with the applicable Federal procedures in accordance with Office of Management and Budget Circular 2 CFR §200.

27. All applicable portions of 23CFR §140, Subpart I and 23 CFR §646, Subparts A and B are incorporated into this Agreement by reference. are by reference incorporated herein and made a part hereof.

28. **Caltrans** agrees to reimburse **Local Agency** for qualified insurance expenses as authorized by 23 CFR §646 et seq., and as set forth in the cost estimates or approved through amendment.

29. The **Local Agency** has 180 days after the expiration date of this Program Supplement to submit the final invoice to **Caltrans** for verification and payment. No compensation or reimbursement is payable for any cost or expense that is submitted on an invoice following 180 days after the expiration date of the Program Supplement.

30. In accordance with the **California Public Utilities Commission** General Orders, and in cooperation with the **Railroad**, the **Local Agency** shall maintain the **Project** improvements located in its right of way.



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31. Subject to the availability of labor and material and securing the required and necessary permits and approvals of phase authorizations, it is the intent of the parties hereto that all construction work under this Program Supplement shall be completed within the effective date of this Program Supplement, unless a time extension is requested by **Local Agency** and approved in writing by **Caltrans**. The expiration date of this Program Supplement is shown on the face sheet. Costs incurred after the expiration date of Program Supplement are unallowable and shall not be billed by the **Local Agency** to **Caltrans**.
32. **AMENDMENT:** No amendment or variation of the terms of this Program Supplement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in this Program Supplement is binding on any of the parties.
33. **ASSIGNMENT:** This Program Supplement is not assignable, in whole or in part, without the consent of **Caltrans** in the form of a formal written amendment.
34. **AUDIT:** **Local Agency** agrees that **Caltrans** or its designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Program Supplement at all reasonable times during the entire period of this **Program Supplement** and **Local Agency** agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. **Local Agency** agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records.
35. **INDEMNIFICATION:** **Local Agency** agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Program Supplement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be killed, injured or damaged except to the extent that such death injury or damage results from the sole or active negligence of **Caltrans**.
36. **DISPUTES:** **Local Agency** shall continue to perform under this Program Supplement during any dispute.
37. **TERMINATION:** State reserves the right to terminate this contract without cause upon 30 days written notice to the **Local Agency**. In the event of a termination; failure to receive funding, failure to acquire the required and necessary permits or approvals, loss of funding or inadequate funding for completion of the entire Project, or absence of a concurrent but separate Caltrans contract with the Railroad (hereinafter referred to as **Terminating Event**), State shall pay all actual Project costs incurred by **Local Agency** on the Project prior to receiving notice of any of the Terminating Event, and for actual Project costs that cannot be reasonably avoided following termination.
38. **INDEPENDENT CONTRACTOR:** **Local Agency**, and the agents and employees of **Local Agency**, in the performance of this Program Supplement, shall act in an independent capacity and not as officers or employees or agents of **Caltrans** or State.
39. **NON-DISCRIMINATION CLAUSE:** During the performance of this Program Supplement, **Local Agency** and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical



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disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Program Supplement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement. **Local Agency** shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Program Supplement.

40. **GOVERNING LAW:** This Program Supplement is governed by and shall be interpreted in accordance with the laws of the State of California.

41. **FORUM SELECTION CLAUSE:** Sacramento County shall be used as the primary venue for any action arising from this Program Supplement, or an alternative location of competent jurisdiction within the State of California may be used, only if mutually agreed upon in writing.

42. **ORDER OF PRECEDENCE;** The **Federal-Aid Master Agreement**, this **Program Supplement**, **Exhibit A**, Scope of Work; **Exhibit B**, Schedule; **Exhibit C**, E-76; are incorporated by reference and constitute the entire agreement between **Caltrans** and **Local Agency**. The documents listed in this paragraph shall be hereinafter referred to as the "**Contract**". In the event of a conflict between the contract documents, the controlling document shall be the **Federal-Aid Master Agreement**, this **Program Supplement**, then **Exhibit A**, **Exhibit B**, **Exhibit C**. In the event and to the extent any provisions contained in multiple documents address the same or substantially the same subject matter but do not actually conflict, the more recent provisions shall be deemed to have superseded provisions over any conflicting provisions defined in the body of the Program Supplement or its exhibits.

43. **ANTITRUST CLAIMS:** The **Local Agency** by signing this Program Supplement hereby certifies that if these services or goods are obtained by means of a competitive bid, the **Local Agency** shall comply with the requirements of the Government Code Sections set out below:

- a. The Government Code Chapter on Antitrust claims contains the following definitions:
 1. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
 2. "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
- b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body



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pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

- c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
- d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

44. **CHILD SUPPORT COMPLIANCE ACT:** “For any Contract in excess of \$100,000, the **Local Agency** acknowledges in accordance with Public Contract Code 7110, that:

- a. The **Local Agency** recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- b. The **Local Agency**, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.”

45. **UNENFORCEABLE PROVISION:** In the event that any provision of this Program Supplement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Program Supplement have force and effect and shall not be affected thereby.

46. **PRIORITY HIRING CONSIDERATIONS:** If this Program Supplement includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Public Contract Code Section 10353.

Expiration of this Program Supplement does not release any party hereto from any ongoing performance requirements agreed to herein.



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Exhibit A – Scope of Work
Charleston Road
Fed Xing ID: 755011Y
CPUC ID: 105E-33.19 / SCL-1195

Scope of Work.

Includes the preparation of engineering studies, construction documents with detailed plans, specifications, and cost estimate (PS&E), sufficient for a competitively bid, federal-aid construction project for a Railway-Highway Crossings Safety Project developed through the Diagnostic Study Method*.

The Local Agency **SHALL** provide the Key Stakeholders (Caltrans/CPUC/Railroad) with **30%** Preliminary Design Plans, **60%** Plans and **90%** PS&E, for review, comment, and coordination**, prior to the 100% Final PS&E, which is required for Construction Authorization and GO-88B Approval.

Engineering Inputs,

- Perform traffic study, including (to the best of ability and not limited to):
 - Pedestrian/bicycle counts through the crossing.
 - Queue analysis and turning movements from adjacent streets (Alma St & Park Blvd).
 - Time of day & day of week details.
 - Traffic patterns and vehicle mix, including, truck, bus, and delivery services.

Design Recommendations

- Installation of pre-signal for northbound motorists, interconnected to the railroad signal system for advance preemption.
- Modify traffic signal operation at the nearby intersection of Alma Street / Charleston Road.
- Install channelizing delineators on the northeast bound approach.
- Install signage and striping per CA MUTCD.
- Lead for CPUC General Order 88-B Submittal

* Highway-Rail Crossing Handbook, 3rd Edition (July 2019) https://safety.fhwa.dot.gov/hsip/xings/com_roaduser/fhwasa18040/

** Level of details to be provided with each design submittal (30/60/90/100%) should follow local agency standards of practices, (additional information on expected level details can be requested from Caltrans).

The design shall conform and comply, as needed, to ADA Title II regulations, Caltrans Standard Specifications and Standard Plans, and the California Manual on Uniform Traffic Control Devices (CAMUTCD)

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Exhibit B – Schedule
Charleston Road
Fed Xing ID: 755011Y
CPUC ID: 105E-33.19 / SCL-1195

	Milestones	Requirement	Completion Dates (After Contract Execution)
Preliminary Engineering		PE Complete within 24 Months	
	Project Manager Named / Design Team Established / Consultant Selection Complete	Mandatory	Less Than ≤ 180 Days
	Local Agency Project Delivery Schedule & Stakeholder Coordination Plan.	Mandatory	Less Than ≤ 180 Days
	30% Plans	Mandatory	Less Than ≤ 365 Days
	Diagnostic Field Meeting (Local Agency to lead and document in a written report)	Mandatory	Less Than ≤ 365 Days
	60% Plans	Target	≤ 16 Months
	Environmental Clearance (NEPA)	Target	≤ 18 Months
	90% Plans and Draft Specifications	Target	≤ 20 Months
	100% Plans, Specs and Estimate (PS&E)	Expected	≤ 24 Months
	CPUC GO-88B	Expected	≤ 24 Month
Right of Way			
	Utilities	Target	TBD as Needed
	Right of Way Certification	Target	≤ 24 Months
Construction		CON Authorization within 24 Months	
	Construction Authorization	Expected	≤ 24 Months
End Project		Completion within 48 Months	
	End Construction	Expected	≤ 48 Months
	Final Invoice	Contract	≤180 Days After End Construction

Legend: ≤ [Less Than; Task is to be completed on or before the calendar date established by adding the defined duration to the effective date the Program Supplement is executed by all parties]

Milestones Requirements

- **Mandatory** – Due to project selection and scope development being conducted through teleconferencing, **Mandatory Milestones** must be completed by the Local Agency within the duration defined. Failure to complete **Mandatory Milestones** by the Completion Dates, may lead to, delays in future funding, development of a corrective action plan, potential de-obligation of federal funds or contract termination. Changes to Mandatory Milestones will only be approved in writing.
- **Target / Expected** – Milestone Dates present the State's expectation for timely completion of this safety project and the timeframes should be incorporated into Project Delivery Schedule.



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**Exhibit C (E-76) / PE
Charleston Road
Fed Xing ID: 755011Y
CPUC ID: 105E-33.19 / SCL-1195**

FEDERAL AID PROGRAM		AUTHORIZATION / AGREEMENT SUMMARY - (E-76)				CALIFORNIA DEPARTMENT OF TRANSPORTATION	
DLA LOCATOR: 04-SCL-0-PA		PROJECT LOCATION: CHARLESTON ROAD, CITY OF PALO ALTO, SANTA CLARA COUNTY, LOCAL ROAD GRADE CROSSING SAFETY WORK BY THE CITY OF PALO ALTO					
PREFIX: STPLR		TYPE OF WORK: RAILWAY-HIGHWAY CROSSINGS (SECTION 130) PROGRAM HAZARD					
PROJECT NO: 130L(298)		FED RR NO'S: 75501				<u>PREV AUTH / AGREE DATES:</u>	
SEQ NO: 1		PUC CODES: 105E				PE:	
STATE PROJ NO: 0423000278L-N		PROJ OVERSIGHT: ASSUMED/LOCAL ADMIN				R/W:	
ALT. PROJ NO: 0450LP298L		ENV STATUS / DT:				CON:	
AGENCY: PALO ALTO		RW STATUS / DT:				SPR:	
ROUTE:		INV RTE:				MCS:	
DISASTER NO:		BEG MP:				OTH:	
<u>TIP DATA</u>		END MP:				PROJECT END DATE (PED): 12/31/2027	
MPO: MTC		BRIDGE NO:					
FSTIP YR: 21/22							
STIP REF: 20600006236							
FSTIP ID NO: VAR170017							
<u>PROG CODE</u>	<u>LINE NO</u>	<u>IMPV TYPE</u>	<u>FUNC SYS</u>	<u>URBAN AREA</u>	<u>URB/RURAL</u>	<u>DEMO ID</u>	
MS5E	11	15					
<u>FUNDING SUMMARY</u>							
<u>PHASE</u>			<u>PROJECT COST</u>		<u>FEDERAL COST</u>		<u>AC COST</u>
PE	PE	PREV. OBLIGATION	\$0.00		\$0.00		\$0.00
	PE	THIS REQUEST	\$700,000.00		\$700,000.00		\$0.00
	PE	SUBTOTAL	\$700,000.00		\$700,000.00		\$0.00
R/W	RW	PREV. OBLIGATION	\$0.00		\$0.00		\$0.00
	RW	THIS REQUEST	\$0.00		\$0.00		\$0.00
	RW	SUBTOTAL	\$0.00		\$0.00		\$0.00
CON	CON	PREV. OBLIGATION	\$0.00		\$0.00		\$0.00
	CON	THIS REQUEST	\$0.00		\$0.00		\$0.00
	CON	SUBTOTAL	\$0.00		\$0.00		\$0.00
OTH	OTH	PREV. OBLIGATION	\$0.00		\$0.00		\$0.00
	OTH	THIS REQUEST	\$0.00		\$0.00		\$0.00
	OTH	SUBTOTAL	\$0.00		\$0.00		\$0.00
TOTAL:			\$700,000.00		\$700,000.00		\$0.00
<u>STATE REMARKS</u>							
05/31/2023 Sequence #1, Project Funding for PE at the Charleston Road at-grade crossing is located in the City of Palo Alto, Santa Clara County. The crossing consists of a four-lane, generally northeast-southwest oriented roadway and two Caltrain mainline tracks, intersecting at a 105-degree crossing angle. The roadway has a width of 52 feet, which includes 5-foot bicycle lanes in both directions and a 2-foot-wide raised concrete median with delineators southwest of the crossing. There are sidewalk approaches to the crossing, 6-foot wide at the north and 4-foot wide at the south. The track surfacing consists of concrete panels with a length of 100 feet.							
<u>FEDERAL REMARKS</u>							
<u>AUTHORIZATION</u>							
AUTHORIZATION TO PROCEED WITH REQUEST: PRE FOR: DESIGN DOCUMENT TYPE: AAGR				PREPARED IN FADS BY: ROBERTS, BRUCE REVIEWED IN FADS BY: ROBERTS, BRUCE SUBMITTED IN FADS BY: ROBERTS, BRUCE PROCESSED IN FADS BY: SIGNATURE, NOT_REQUIRED E-76 AUTHORIZED DATE IN FMIS BY: GRACE REGIDOR		ON 2023-05-31 651-1252 ON 2023-05-31 651-1252 ON 2023-06-16 FOR CALTRANS ON 2023-06-16 FOR FHWA ON 2023-06-23 15:05:12.0	

SIGNATURE HISTORY FOR PROJECT NUMBER 130L(298) AS OF 06/26/2023

FHWA FMIS SIGNATURE HISTORY

<u>MOD #</u>	<u>SIGNED BY</u>	<u>SIGNED ON</u>
0	WAIL HAYS	06/22/2023
	WAIL HAYS	06/22/2023
	GRACE REGIDOR	06/23/2023

FHWA FMIS 3.0 SIGNATURE HISTORY

CALTRANS SIGNATURE HISTORY

<u>DOCUMENT TYPE</u>	<u>SIGNED BY</u>	<u>SIGNED ON</u>
AUTH/AGREE	ROBERTS, BRUCE	06/16/2023

