



STAFF REPORT

City Council

Meeting Date:

1/13/2026

Staff Report Number:

26-003-CC

Informational Item:

Update on the City's Middle Avenue Pedestrian and Bicycle Rail Crossing project

Recommendation

This is an informational item that does not require City Council action. Staff recommends that the City Council receive an update on the City's Middle Avenue Pedestrian and Bicycle Rail Crossing project in preparation for an upcoming study session.

Policy Issues

The Middle Avenue Pedestrian and Bicycle Rail Crossing Project (Project) is consistent with policies stated in the 2016 General Plan Circulation Element, the El Camino Real and Downtown Specific Plan and is included in the City's capital improvement program (CIP). These policies seek to maintain a safe, efficient, attractive, user-friendly circulation system that promotes a healthy, safe and active community and quality of life throughout Menlo Park.

Background

The Project involves the design and construction of a new pedestrian and bicycle undercrossing of the Caltrain railroad in the vicinity of Middle Avenue. The Project provides a safer, more comfortable connection for residents, workers, and visitors connecting across the railroad tracks (Attachment A).

In 2012, City Council adopted the El Camino Real and Downtown Specific Plan (Plan). To improve east-west pedestrian connectivity and improve safety, the Plan included the development of track-separated pedestrian / bicycle crossings beneath or above the Caltrain railroad tracks at the Caltrain station and in the vicinity of Burgess Park.

On July 20, 2016, the San Mateo County Transportation Authority programmed funds from the Measure A Pedestrian and Bicycle Program in the amount of \$490,000 for the preliminary engineering and environmental clearance phases of the Project. The City hired AECOM Technical Services, Inc. (AECOM) to prepare 30% design documents, complete required environmental analysis, and conduct community engagement. Staff also coordinated with Caltrain on design criteria and the ongoing electrification of the corridor.

On Aug. 27, 2019, the City Council unanimously passed a motion to select a preferred alternative for the crossing. The Project will construct an undercrossing below the street/plaza elevation that generally aligns with a proposed raised crosswalk on Alma Street near the outdoor basketball court and is slightly offset from the plaza at 500 El Camino Real (Stanford's Middle Plaza development).

On Jan. 28, 2020, the City Council certified the project environmental document, an addendum to the El Camino Real and Downtown Specific Plan environmental impact report (EIR) and approved the 30% project

plans.

On Jan. 11, 2022, the City Council adopted Resolution No. 6690 authorizing the city manager to execute a purchase and sale agreement (PSA) with Menlo Station Development, LLC, for a portion of 700-800 El Camino Real (APN 071-333-200) to support implementation of the Middle Avenue pedestrian and bicycle rail crossing. The property will allow for the location of the ramp to connect the tunnel to Middle Plaza. The city manager executed the agreement May 5, 2022.

On May 23, 2023, the City Council approved a modification to the planned development permit for 700-800 El Camino Real to facilitate the purchase of a portion of that property for the ramps for the crossing, as recommended by the Planning Commission May 1, 2023.

On April 4, 2023, the City Council authorized the city manager to sign a service agreement with Caltrain to conduct project development activities, including reviewing the proposed design, developing one or more request for proposals (RFPs) for design, developing an memorandum of understanding (MOU) to conduct final design, and selecting a preferred contracting method. These tasks have been completed, and status updates are provided in the Analysis section below.

On Aug. 29, 2023, the City Council approved an update to the proposed crossing design based on comments received from Caltrain. The updated concept shifts the tunnel to the south, lowers the tunnel by about 3 feet to a depth of 12 feet to facilitate construction without interrupting railroad operations, and extends the length of the tunnel from 64 to 88 feet to place the ramps out of the railroad right-of-way. The City Council requested that Caltrain consider an 'uncovered' segment of the tunnel in the part of Caltrain's right-of-way not currently needed for active train service (i.e., the first 15 to 20 feet of the tunnel adjacent to Alma Street).

On May 6, 2024, the City closed on the purchase of a portion of 700-800 El Camino Real for the Project.

On May 7, 2024, City Council authorized the city manager to execute a MOU with Caltrain for \$2,000,000 to develop engineering design and environmental clearance documents for the Project (Attachment B).

Analysis

The Project cost estimates have been updated several times. In September 2023, the construction costs for the Project were estimated to range between \$23 and \$35 million. The soft costs (design, environmental clearance, project / construction management) were estimated at \$2.2 million, for a total cost ranging between \$25.2 and \$37.2 million. In February 2024, the estimate on the construction cost was updated by Caltrain to \$34 million based on a review of recent construction bids from other projects and inclusive of the costs to relocate utilities. In March 2024, the construction cost remained at \$34 million with the total project cost increasing to \$62 million. The increase of \$28 million included \$8.6 million in soft costs (design, environmental clearance, project / construction management), \$12.7 soft cost contingency, and \$6.9 million for escalation.

In response to the significant increase in total project costs, staff and Caltrain engaged in a number of discussions to review the revised estimates. To obtain cost certainty on the total costs and explore opportunities for value engineering, the City and Caltrain agreed to advance the preliminary engineering design and environmental clearance effort. Following the value engineering process, the Project costs would be re-assessed and, if approved by City Council, the MOU with Caltrain would be amended for the following phase of the effort – to finalize the design package for any utility relocations and to progress the crossing design to 65%. The Project was phased as follows:

- Phase 1 – Advance preliminary design, complete environmental clearance, engage in contractor selection process, independent cost estimator, value engineering
- Phase 2 – Utility relocation design and Project design at 65%
- Phase 3 – Utility relocation construction and final Project design
- Phase 4 – Construction and closeout

Upon execution of the MOU in 2024, the following steps were taken:

- Initiated the advanced preliminary design effort – The City and Caltrain obtained the services of TY Lin from Caltrain's on-call design engineering services list to advance the design, engage in value engineering exercises, address utility conflicts, and provide costs estimates. The value engineering workshops were held in July.
- Environmental clearance – Because the Project has federal funding, it requires National Environmental Protection Act (NEPA) clearance, in addition to the California Environmental Quality Act (CEQA) clearance approved by the City Council in 2020. The City and Caltrain obtained the services of WSP from Caltrain's on-call services list for the environmental clearance. NEPA clearance is expected in 2026.
- Construction Manager / General Contractor (CMGC) – In coordination with the City, Caltrain issued the CMGC RFP and obtained proposals from contractors for the initial scope of work of design consultation. After a review of proposals and interviews, the CMGC contract was awarded to Myers and Sons Construction in April by the Peninsula Corridor Joint Powers Board.
- Independent cost estimator – Caltrain issued a work directive for the engagement on a third-party cost estimating team to review project schedules, provide cost estimates and assist in contract negotiations.

Value engineering (VE)

A three-day VE workshop was held on July 15 through 17, 2025, which focused on optimizing constructability, minimizing the impacts on the operation of the rail during construction and cost reduction. Of the 80 construction alternatives considered, 14 were priced by Myers and Sons, the third-party construction estimating team. The main cost drivers of the Project are the windows of construction, the method of construction and utility relocations.

Construction windows

Caltrain's corridor is now electrified and has an overhead contact system (OCS) that provides the power to run the electric trains. The OCS remains powered 24/7 under normal operations. Any work within 10 feet of the 25 kV OCS requires a power shutdown per Caltrain, and Occupational Safety and Health Administration (OSHA) and California OSHA standards to ensure safety. Caltrain does not operate between 1 a.m. and 5 a.m. on weeknights and between 1 a.m. and 7 a.m. on weekends; these are considered nonrevenue hours for Caltrain.

The number of hours that the contractor can work within Caltrain's right-of-way and within 10 feet of the OCS dictate the duration and cost of the Project construction. To ensure safety while minimizing rail service disruption, the team evaluated several construction windows and assessed the number of OCS shutdowns that would be required as follows:

- Option 1 - Short nightly closures (4 hours)
 - Nightly four-hour (weeknight 1 a.m. to 5 a.m.) and six-hour (weekend 1 a.m. to 7 a.m.) shutdowns – would require 78 nightly OCS power shutdowns.
 - Under this scenario, there would be no disruption to Caltrain's services. The construction duration would be 18 months and would require the most OCS power shutdowns.

- Option 2 - Longer nightly closures (8 hours) with single track operation
 - Nightly eight-hour (weeknight 9 p.m. to 7 a.m.) shutdowns and 10-hour (weekend 9 p.m. to 7 a.m.) single track operation – would require 53 nightly OCS power shutdowns and operation of one train track (of the two) during the night revenue hours.
 - Under this scenario, longer windows would reduce the construction timeframe from 18 months to 14 - 16 months. The single-tracking operation would affect train schedules.
- Option 3 - Short nightly closures (4 hours) and single-track operation over four weekends
 - Nightly four-hour (weeknight 1 a.m. to 5 a.m.) and four 34-hour (weekend 9 p.m. Friday to 7 a.m. Sunday) shutdowns – would require six nightly OCS power shutdowns and operation of one train track (of the two) during the revenue hours over four weekends.
 - Under this scenario, longer windows would reduce the construction timeframe from 18 months to 14 - 16 months. The single-tracking operation would affect train schedules, but only over four weekends.
- Option 4 - Weekend shutdown (52 hour) and short nightly closures (4 to 6 hours)
 - One weekend 52-hour shutdown, nightly four-hour (weeknight 1 a.m. to 5 a.m.) and two six-hour (weekend 1 a.m. to 7 a.m.) shutdowns.
 - Under this scenario, the weekend shutdown would reduce the construction timeframe from 18 months to 12.5 -15.5 months. Bus service between Redwood City and Palo Alto would be required over the weekend.

Construction methods

Construction of the tunnel would require excavation and support of the existing two tracks. As part of the VE workshop, the following methods were assessed.

- Segmental Verona temporary bridge system – Using the proprietary Petrucco Verona system, a temporary bridge would be placed in segments to hold the tracks and carry the load of the trains. Precast tunnel segments would be jacked beneath the train tracks. This method allows for the continued operation of the trains using both train tracks, but at a reduced speed from 80 to 45 miles per hour (mph). This is the most expensive construction method.
- Simple span pre-assembled temporary bridge system – Using the proprietary Petrucco Verona system, single span, pre-assembled temporary bridges would be placed to hold the tracks and carry the load of the trains. Precast tunnel segments would be jacked beneath. This method would require the operation of a single train track at a reduced speed from 80 to 45 mph. This method is less expensive than the segmental temporary bridge system.
- Open excavation – Involves conventional cut-and-cover excavation with the removal of the tracks or shoring of the tracks for the placement of the tunnel segments. This method is only feasible under Option 4 – one weekend shutdown. Bus service would connect the Redwood City and Palo Alto stations. This is the least expensive of the construction methods.

Utilities

A number of utilities are in conflict with the Project and require relocation. Staff have been coordinating with California Water Service and West Bay Sanitary Sewer District on the relocation of their utilities. The intent is to work with these agencies to relocate their utilities by mid-2026 ahead of the construction of the tunnel. For Pacific Gas and Electric (PG&E), staff are working on the process of value engineering some of the improvements to reduce the scope of their electrical relocation work and costs. This would involve providing a service point to the proposed Project streetlights and not undergrounding the electrical overhead lines crossing Alma Street.

The most complicated of the utility relocation effort involves fiber optic lines and a duct bank owned by

Caltrain and fiber owned by Union Pacific Railroad (UPRR). These systems run parallel to the railroad tracks and are in direct conflict with the tunnel and will require further assessment. The UPRR lines have third-party agreements with Sprint, Verizon, and CVIN. Under the UPRR franchise agreement with Caltrain, the third-party companies are required to do a one-time no-cost relocation for Caltrain. However, the companies have noted that since the Project is a City sponsored effort, the franchise terms do not apply. Staff are working with Caltrain to assess the opportunity for the third parties to carry these costs.

Length of tunnel

Caltrain has an approximately 88-foot wide corridor in the location of the Project, which increases to a width of 100 feet from the Project toward San Francisquito Creek. Caltrain's Rail Corridor and Use Policy (RCUP) defines how the right-of-way may be used and classifies the land Caltrain owns adjacent to the tracks between San Francisquito Creek and Ravenswood Avenue as "Non-operating with Service Vision", which means the right-of-way cannot be used for any permanent purpose without approval of the Caltrain Board. Caltrain's RCUP preserves the right-of-way between the Creek and Ravenswood Avenue to support grade separation projects in Menlo Park or Palo Alto Avenue in Palo Alto, specifically for potential shoofly tracks (i.e., the temporary tracks that carry the rail during construction).

As part of changes to the 2019 design, the 2023 update increased the length of the tunnel from 64 to 88 feet to place the ramps leading to the tunnel out of Caltrain's right-of-way. At the July 11, 2023, City Council meeting, Caltrain staff committed to exploring leaving a portion of the tunnel on the Alma Street side uncovered once clear of the existing two tracks to improve user experience and increase the amount of natural light into the tunnel. A shorter tunnel would have to be designed to allow a cover to be placed on top if the right-of-way is required for a future grade separation project. The Caltrain Board would need to approve the uncovered tunnel segment as an exception to the RCUP. The potential construction cost savings from a shorter tunnel are currently being evaluated. While those savings may not be significant due to the fiber conflicts, the user experience would be significantly improved.

Alternatives and costs

Table 1 provides a summary of the estimated construction windows and methods, construction cost and duration. These costs are preliminary and need further refinement. Option 4, which consists of one weekend shutdown with bus service provides the least expensive construction.

Table 1: Construction estimates			
Construction window	Construction method	Estimated construction cost	Construction duration (months)
Option 1 - Short nightly closures (4 hours); 78 nightly shutdowns	Segmental Verona temporary bridge system	\$38 million	18
Option 2 - Longer nightly closures (8 hours) with single track operation; 53 nightly shutdowns	Segmental Verona temporary bridge system	\$35 million	14-16
Option 3 - Short nightly closures (4 hours) and single-track operation over four weekends; 6 nightly power shutdowns	Simple span pre-assembled temporary bridge system	\$33 million	14-16
Option 4 - One weekend shutdown (52 hour) and short nightly closures (4 to 6 hours)	Open excavation	\$30 million	13-16

Table 2 provides total Project costs that are based on the most up to date information for the work and includes the soft costs (design, environmental clearance, project / construction management, and ROW acquisition).

Table 2: Total Project cost estimate	
Item	Estimated cost (million)
Construction costs total	\$30-\$38
Caltrain soft costs total	\$14-\$15
City staff time	\$0.40
Subtotal	\$45-\$54
Contingency (15%)	\$7-8
ROW acquisition	\$4
Total Project cost – low	\$60
Total Project cost – high	\$66

Notes:

1. Estimated Caltrain soft costs are based on project and construction management hours through closeout.
2. The independent cost estimator, design, and environmental costs are based on approved scope of work.
3. Construction costs based on estimates provided during the value engineering workshops and include the cost for modifications to the fiber optic costs. These estimates are preliminary and will be refined as the design progresses. The fiber optic costs are to be negotiated with Caltrain.
4. ROW was acquired in 2024.
5. Total project costs are rounded up.
6. Caltrain revenue losses associated with disruption to services are not included.

Project funding

The Project has received over \$20 million in City and grant funding to support the design and construction of the undercrossing (Table 3), including federal funding from a member designated project nominated by Representative Eshoo in December 2022 (Federal omnibus budget bill) and a third cycle One Bay Area Grant (OBAG-3), also a federal funding source, in January 2023. Saff applied for Safe Streets and Roads for All funding in 2024 through the US Department of Transportation, but the effort was unsuccessful.

Based on the current estimates, the funding shortfall is estimated to range between \$38 and 43 million. Expenditures up to date include the acquisition of the ROW and costs incurred under Phase 1 which is expected to total \$6.5 million.

Table 3: Middle Caltrain Crossing funding

Funding	Source	Amount	Phase
Measure A/W Pedestrian/Bicycle Program	San Mateo County Transportation Authority	\$1,130,000	Design
Transportation impact fees	City of Menlo Park	\$5,658,334	Design and construction
Middle Plaza development agreement contribution	Private, Stanford University	\$6,000,000	Construction
Stanford recreational mitigation grant	Santa Clara County	\$1,000,000	Construction
One Bay Area Grant – Third Cycle (OBAG-3)	Metropolitan Transportation Commission	\$5,000,000	Construction
Federal omnibus budget bill	USDOT	\$4,000,000	Construction
Total		\$22,788,334	

Next steps

Staff anticipates returning to City Council on Jan. 27 for City Council's direction on the Project in a study session. To proceed with the design, an amendment to the 2024 MOU with Caltrain would be required.

To address the funding shortfall, staff will continue to explore and apply for additional grant funding opportunities while working with Caltrain to pursue a shovel-ready project. Caltrain's recently released Draft Corridor Crossings Strategy (CCS) Program Initiation Report may provide some helpful ideas for closing the funding gap through the pursuit of corridor wide funding opportunities. The draft report (Attachment C) is scheduled to be on the Local Policy Maker Group (LPMG) agenda on Jan. 13.

Impact on City Resources

There is no direct impact on City resources associated with the action in this staff report.

Environmental Review

This action is not a project within the meaning of CEQA as it will not directly result in a change to the physical environment.

Public Notice

Public notification was achieved by posting the agenda, with the agenda items being listed, at least 72 hours prior to the meeting.

Attachments

- A. Hyperlink – Project latest concepts: www.menlopark.gov/Government/Departments/Public-Works/Capital-improvement-projects/Middle-Avenue-Caltrain-crossing
- B. Memorandum of understanding
- C. Hyperlink – Draft Corridor Crossings Strategy (CCS) Program Initiation Report: caltrain.com/projects/ccs

Report prepared by:
Azalea Mitch, Public Works Director

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF MENLO PARK AND THE
PENINSULA CORRIDOR JOINT POWERS BOARD**

**FOR DESIGN SERVICES
OF THE MIDDLE AVENUE CALTRAIN CROSSING PROJECT**

This Memorandum of Understanding (MOU) entered into as of this 20th day of May 2024 (the Execution Date), by and between the CITY OF MENLO PARK, a municipal corporation, whose address is 701 Laurel St. Menlo Park, California, 94025 (hereinafter "CITY"), and the PENINSULA CORRIDOR JOINT POWERS BOARD, a joint exercise of powers agency formed pursuant to Government Code Section 6500, *et seq.*, whose address is 1250 San Carlos Avenue, San Carlos, California, 94070-2468 (hereinafter "JPB"), (CITY and JPB hereinafter collectively "Parties" or individually "Party").

RECITALS

A. WHEREAS, JPB is the owner and operator of Caltrain, a commuter service which provides transportation for communities on the Peninsula between San Francisco and Gilroy; and

B. WHEREAS, Middle Avenue is a roadway within the CITY that terminates just west of the Caltrain tracks, meaning there is no access across the Caltrain tracks at this location; and

C. WHEREAS, the CITY identified the Middle Avenue Caltrain crossing project (Project) as a high priority project in their 2019 work plan, approved on March 12, 2019 and reaffirmed the Project as a priority in the 2021 work plan, approved on April 20, 2021; and

D. WHEREAS, the CITY identified an overall priority to develop safe streets in the City, of which the Project is a key element, at a City Council goal setting session conducted on March 18, 2023; and

E. WHEREAS, the City Council approved a final concept design on August 27, 2019 and certified the environmental review for the design on January 28, 2020; and

F. WHEREAS, the City Council approved an updated final concept design to address design changes in response to Caltrain review and the electrification of the Caltrain railroad on August 29, 2023; and

G. WHEREAS, CITY has programmed and allocated a total of \$5.6 million in Fiscal Year 2023-24 for the Project; and

HG. WHEREAS, CITY and JPB have agreed to complete the Scope of Work for the Project, as described in Exhibit A, attached to this MOU and incorporated herein by this reference, and that JPB will serve as the lead agency to complete the Scope of Work; and

I. WHEREAS, CITY is formally notifying JPB of CITY's preference to implement the Project; and

J. WHEREAS, upon completion of the Scope of Work of the Project, the subsequent phases include final design and construction, which will be addressed through a separate agreement.

AGREEMENT

NOW, THEREFORE, the Parties to this MOU agree as follows:

A. Project Description and Scope of Work.

1. Project Description. Project means Middle Avenue Caltrain Crossing, where Middle Avenue is located in the City of Menlo Park, California.
2. Scope of Work. The Scope of Work is the Design Phase and environmental clearance, as described in Exhibit A (Scope of Work information), attached to this MOU and incorporated herein by this reference.
3. Limited to Scope of Work. This MOU is intended to cover only the Scope of Work.

B. Funding and Payment.

1. Funding Commitment. CITY will provide \$2 million of CITY funds to JPB to complete the Scope of Work. The Parties understand and agree that JPB is the lead implementing agency and will complete the Scope of Work on CITY's behalf as requested by CITY, and CITY is solely responsible for, and has the full financial obligation of, the cost of the Scope of Work of the Project, and other expenses related thereto pursuant to the terms of this MOU.

2. Insufficient Funding. CITY has established a budget of \$2 million (Budget) for the Scope of Work for the Project. Should additional funding be required, JPB and CITY will work together to identify potential funding sources, but CITY is solely responsible for all costs and expenses of the Scope of Work incurred by JPB. JPB shall not do any work in excess of this Budget without authorization and approval of CITY.

JPB is not obligated to complete the tasks within the Scope of Work unless reimbursed by CITY.

3. Use of Funds. JPB will use CITY funds provided under this MOU only for purposes of completing the Scope of Work. Allowable uses of CITY funds include staff and consultant costs and other direct expenses (e.g., permits).

a. Costs incurred by JPB in connection with the Scope of Work for Indirect Administration and Capital Administration pursuant to the San Mateo County Transit District's Independent Cost Allocation Plan (ICAP), as approved by the Federal Transportation Administration, will be considered an allowable use of CITY funds.

4. Accounting Procedures. JPB will account for the funds provided by CITY to accomplish the Scope of Work. JPB will maintain all necessary books and records in accordance with generally accepted accounting principles.

5. Invoices; Payments. No more than once a month and no less than once every three (3) months, the JPB must prepare and submit invoices and billing statements with supporting documentation detailing the work done to complete the Scope of Work. Supporting documentation may include, but is not limited to, copies of associated vendor invoices, back-up documentation, checks, and payment advice.

Invoices and supporting documentation to CITY must be submitted by e-mail to:

PWSupportStaff@menlopark.gov

or otherwise delivered to:

Azalea Mitch, Public Works Director
City of Menlo Park
701 Laurel Street
Menlo Park, CA 94025

CITY will endeavor to remit payment within thirty (30) days.

C. **Term.**

1. Term of MOU. This MOU is effective upon the Execution Date and will terminate upon the earliest of: (a) December 31, 2026 or (b) termination by CITY or JPB pursuant to Subsections C.3, or C.4.

2. Time of Performance. The Project Scope of Work must be completed on or before December 31, 2026.

3. Written Termination. A Party may at any time terminate this MOU by giving thirty (30) days written notice to the other Party. JPB shall submit a final invoice to CITY

for all costs incurred until the date of termination within thirty (30) days of termination date. CITY shall endeavor to remit payment within thirty (30) days of receipt and approval of the final invoice.

4. **Termination by the Parties.** If it is mutually agreed by the Parties that it would be in their mutual best interest to terminate or suspend work under this MOU, none of the Parties may seek, and none of the Parties will be entitled, to receive further reimbursement for any costs or expenses incurred in connection with the Scope of Work following the termination of this MOU, except for closeout costs required by the Parties to document and archive, as well as to close out any open work directives.

D. **JPB Responsibilities.**

1. Serve as the lead implementing agency responsible for delivering the Scope of Work, including, but not limited to:

a. Procuring and administering the consultant/contractor services to complete the Scope of Work; and

b. Managing performance of the Scope of Work, including providing technical oversight, and carrying out the Scope of Work on schedule and within budget.

2. Designate a project manager (JPB Project Manager) to function as a liaison throughout the duration of the MOU.

3. Provide CITY copies of draft professional services agreements, including consultant scope of work for the Project and allow CITY to provide input on final terms of the Agreement between JPB and JPB's selected consultant(s).

4. Lead coordination with any permitting agencies and obtain necessary permits and approvals required for performance of the Scope of Work.

5. Create a technical working group (Technical Working Group) consisting of representatives from major stakeholders, including, but not limited to, CITY and JPB, and establish and lead coordination meetings with the Technical Working Group.

6. Maintain ongoing coordination with CITY and keep CITY 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, including outreach efforts pertaining to Caltrain patrons, Caltrain operations, the Caltrain Modernization Program (CalMod Program), and California High-Speed Rail (CHSR) program. Establish meetings as needed to provide project updates to CITY and allow for CITY input so that CITY has necessary information to inform community, stakeholders, and elected officials.

7. Attend and assist in public outreach meetings, as required by CITY.
8. Attend and assist at Menlo Park Complete Streets Commission and City Council meetings to receive Council input and concurrence on design elements and any design changes to CITY's preferred alternative.
9. Provide CITY copies of Project deliverables, including, but not limited to, reports, designs, drawings, plans, specifications, schedules, cost estimates, and other materials. JPB will provide CITY a minimum of thirty (30) days to review and provide comments.
10. Prepare and provide to CITY status reports, including anticipated and expended costs and Scope of Work delivery milestones and schedule forecasts as required for CITY to complete and submit Progress reports and a Final Report.
11. Prepare and submit invoices and supporting documentation to CITY.
12. Submit to CITY, upon completion of the Scope of Work, hard and electronic copies of the Final Design Phase of the Project product and deliverables.

E. **CITY Responsibilities.**

1. Serve as the sponsoring agency responsible for providing funding for delivery and management of Scope of Work.
2. Designate a project manager (CITY Project Manager) who shall be CITY's representative and chief liaison for coordination with JPB throughout the duration of the MOU.
3. Review and provide input within thirty (30) days on any professional services agreements, change orders, and any other agreements that JPB has entered into for the performance of Scope of Work during the term of this Agreement; however, JPB retains ultimate authority over contracting and related decisions.
4. Issue JPB a no-fee encroachment permit for portions of the Project within CITY right-of-way as required for completion of the Scope of Work.
5. Participate in Technical Working Group coordination meetings with JPB and other stakeholders.
6. Provide input and oversight based on local policies and desires regarding the outcome of the deliverables of the Scope of Work.
7. Lead outreach efforts pertaining to the Project to local stakeholders, community members, Complete Streets Commission, and City Council, including coordination of

public meetings, solicitation of public comment, and obtaining concurrence on design and/or design changes, if any.

8. Review and provide comments within thirty (30) days of receipt on the work products and deliverables produced by JPB and/or JPB's contractors/consultants for performance of the Scope of Work, including reports, designs, drawings, plans, specifications, schedules, and other materials; however, JPB retains authority to accept or reject contractor/consultant work.

9. Review progress reports prepared and provided by JPB.

10. Review invoices and supporting documents submitted by JPB and endeavor to remit payment within thirty (30) days of receipt and approval.

11. Coordinate closely with JPB to address the Parties' interests in railroad operations as it relates to the Project, especially regarding the electrification and blended system rail efforts.

12. Accept, in writing, the final deliverables or work products produced by the JPB and/or JPB's contractors/consultants for the Scope of Work.

F. **Insurance.**

1. **Acceptability of Insurers.** Each Party shall maintain insurance or provide a certificate of self-insurance prior to commencement of work. The letter of self-insurance shall state that JPB, CITY, and each of its officers, officials, employees, and volunteers are to be covered as additional insureds.

2. **Consultant Insurance.** JPB will require its consultant and/or contractor to add CITY and CITY's officers, officials, employees, and volunteers as additional insureds from and against all damages and claims, loss, liability, cost, or expense arising out of or in any way connected with the Project to the insurance coverages required in JPB's contract with JPB's consultant and/or contractor.

3. **Other Insurance Provisions:**

a. For any claims related to the Scope of Work, JPB's insurance coverage shall apply when the JPB is obligated to indemnify the City pursuant to Section G of this Agreement. For any claims related to the Scope of Work, the City's insurance shall apply when the City is obligated to indemnify the JPB pursuant to Section G of this Agreement.

b. JPB shall provide thirty (30) days' notice to CITY in the event of cancellation or modification to the stipulated insurance coverage.

c. In the event JPB or JPB's contractor employs subcontractors as part of the work for the Project covered by this MOU, it shall be the responsibility of JPB to ensure that all subcontractors comply with the same insurance requirements as stated in this MOU.

G. **Indemnification.**

1. Each Party shall indemnify, keep, and save harmless the other Party against any and all suits, claims, or actions arising out of any act or omission by the indemnifying Party, its agents, employees, contractors, or subcontractors in connection with the Scope of Work, including the following:

a. Any injury to persons or property that may occur, or that may be alleged to have occurred, arising from that Party's performance of the Scope of Work or implementation of this MOU; or

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

2. In all agreements entered into by JPB for the completion of the Scope of Work for the Project, JPB shall require JPB's consultant and subconsultants for the Project to name CITY and CITY's officers, employees, and agents as additional insureds and indemnitees to the extent permitted by law.

3. In case of any and all suits, claims, or actions arising out of any act or omission by the indemnifying Party, its agents, employees, contractors, or subcontractors, each indemnifying Party 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 of the other Party as they are incurred. If any judgment is rendered, or settlement reached, against a Party in any such action, the indemnifying Party will, at its expense, satisfy and discharge the same.

4. This indemnification shall survive termination or expiration of the MOU.

H. **Miscellaneous.**

1. **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 JPB or CITY under this MOU, are the joint property of JPB and CITY. Each Party is entitled to copies and access to these materials during the progress of the Scope of Work and upon completion of the Scope of Work or termination of this MOU. All Parties may retain a copy of all material produced under this MOU for use in their general activities.

2. No Waiver. No waiver of any default or breach of any covenant of this MOU by any Party to this MOU can be implied from any omission by any other 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 an action or actions do not imply consent to any future action(s).

3. Assignment. No Party can assign, transfer, or otherwise substitute its interests or obligations under this MOU without the written consent of all the other Parties.

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

5. Modifications. This MOU may only be modified in writing executed by all Parties.

6. Disputes. If a question arises regarding interpretation of this MOU or its performance, or the alleged failure of a Party to perform, the Party raising the question or making the allegation must give written notice thereof to the other Party. The Parties will promptly meet in an effort to resolve the issues raised. If the Parties fail to resolve the issues raised, alternative forms of dispute resolution, including mediation, may be pursued by mutual agreement. It is the intent of the Parties to the extent possible that litigation be avoided as a method of dispute resolution.

7. Attorneys' Fees. In the event legal proceedings are instituted to enforce any provision of this MOU, the prevailing Party in said proceedings is entitled to its costs, including reasonable attorneys' fees, in addition to such other remedies to which it may be entitled. Reasonable attorneys' fees include fees determined using reasonable market rates for attorneys, even if the attorneys involved are a Party's salaried staff attorneys.

8. Relationship of the Parties. It is understood that this is an MOU 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 contractors.

9. Accessibility of Services to Persons with Disabilities. The implementation of the Scope of Work must comply with, and not subject the Parties 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.

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

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

12. Counterparts. This MOU may be executed in counterparts, each of which shall be deemed to be an original, but all of which in the aggregate shall constitute one and the same instrument, and the Parties agree that signatures on this Agreement shall be sufficient to bind the Parties.

13. Entire MOU. This MOU 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.

14. Nondiscrimination. The Parties and any contractors performing services on behalf of the Parties 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.

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

16. Notices. All notices affecting any of the clauses of this MOU must be in writing and mailed postage prepaid by certified or registered mail, return receipt requested, or by personal delivery or overnight courier to the appropriate address indicated below or at such other place(s) that any Party may designate in written notice to the others. Notices are received upon delivery if personally served, one (1) day after mailing if delivered via overnight courier, or two (2) days after mailing if mailed as provided above. The address(es) of each Party for the giving of notices hereunder are, until changed as hereinafter provided, the following:

To JPB: Michelle Bouchard, Executive Director
Peninsula Corridor Joint Powers Board
1250 San Carlos Avenue—P.O. Box 3006
San Carlos, CA 94070-1306

To CITY: Azalea Mitch, Public Works Director
City of Menlo Park
701 Laurel Street
Menlo Park, CA 94025

Any notice will be deemed given on the date of delivery, on the date of refusal to accept delivery, or when delivery is first attempted but cannot be made due to a change of address for which no notice was given. A Party may change its notice address(es) at any time

by giving written notice of such change to the other Party in the manner provided herein. Notice given by counsel shall be deemed given by the Party represented by such counsel.

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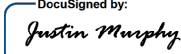
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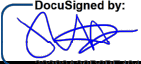
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IN WITNESS WHEREOF, this Memorandum of Understanding dated
20th of May, 2024 for identification, is executed by the Parties.

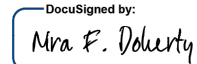
"CITY":

CITY OF MENLO PARK,
a California municipal corporation

By: 
Justin I. C. Murphy, City Manager

By: 
Judi A. Herren, City Clerk

APPROVED AS TO FORM:

By: 
Nira F. Doherty, City Attorney

"JPB":

PENINSULA CORRIDOR JOINT POWERS
BOARD,
a joint exercise of powers agency

E-SIGNED by Michelle Bouchard
on 2024-07-02 22:30:26 GMT
Name: Michelle Bouchard
Executive Director

APPROVED AS TO FORM:

By: 
Name: James C. Harrison
PCJPB Legal Counsel

EXHIBIT A

SCOPE OF WORK INFORMATION

Advanced Preliminary Design Phase of the Middle Avenue Caltrain Crossing Project

To CITY (Sponsoring Agency): City of Menlo Park
Azalea Mitch, Public Works Director
701 Laurel Street
Menlo Park, CA 94025

Contact: Azalea Mitch, Public Works Director
650-330-6741
aamitch@menlopark.gov

To JPB
(Lead Implementing Agency): Peninsula Corridor Joint Powers Board
Arul Edwin, Sen. Project Manager, Capital Program Delivery
1250 San Carlos Avenue, 4th Floor
San Carlos, CA 94070

Contact: Arul Edwin, Senior Project Manager
650-339-8845
edwina@caltrain.com

OVERALL PROJECT DESCRIPTION

This Project will construct a pedestrian and bicycle undercrossing of the Caltrain railroad near Middle Avenue, connecting Alma Street near Burgess Park to El Camino Real at the open space plaza. The crossing will improve connectivity and safety for neighborhoods on both sides of the Caltrain tracks to city amenities, schools, shopping areas, public transit and downtown Menlo Park.

The project shall be designed and built without interruption to the Caltrain service. The Caltrain corridor is expected to be an electrified corridor. Therefore, any interruption to service would create significant impact to the railroad operation.

In general, the project will:

- Build a pedestrian and bicycle undercrossing of the Caltrain railroad near Middle Avenue, connecting Alma Street near Burgess Park to El Camino Real at the open space plaza;
- Relocate Utilities;

- Build Retaining walls;
- Implement Landscaping, including mitigation of tree removals, and irrigation, to enhance pedestrian experience; and
- Support public outreach by providing exhibits including at least four renderings, attend community meetings and City Council/committee/commission meetings.

SCOPE OF WORK

The Scope of Work involves advanced preliminary design phase activities including pre-construction task by the Construction Manager General Contractor (CMGC), environmental clearance needed prior to performing construction of the overall Project, value engineering, utility relocation planning, and cost estimating.

Public outreach will be a critical component to the Project. Below are specific roles that the City and JPB shall assume for the public outreach effort:

City roles related to public outreach:

- Direct the overall public outreach effort and be the public face of the Project to provide project updates;
- Conduct any needed outreach to affected property owners once adequate engineering design and environmental assessment have been performed;
- Secure venues for public meetings;
- Promote public meetings through notifications, mailings (including printing of promotional materials), website updates, social media and other forms of notification;
- Prior to the construction phase, inform the public about schedule and potential traffic detours through notifications, website updates, and other forms of notification; and
- Establish and maintain a project website.

JPB roles related to public outreach:

- Provide project materials to the City for public updates;
- Provide project updates and support materials for public meetings conducted by the City (including City Council meetings and workshops), including PowerPoint presentations;
- Support the City in providing technical updates of the Project at public meetings and to City representatives for this Project; and

- Develop content for the Project website to provide the public with schedules and updates prior to and during construction activities.

Scope of Work Schedule	<u>Begin</u>	<u>End</u>
• Design and Environmental Clearance	mid- 2024	late-2025