



JPB Technology, Operations, Planning, and Safety (TOPS) Committee
Meeting of September 23, 2026

Supplemental Reading File

Subject

1. Item 6 - Authorize Executive Director to Execute Amendment 2 to the Service Agreement with the City of Sunnyvale for the Completion of Design for the Bernardo Avenue Undercrossing Project**

**SECOND AMENDMENT TO SERVICE AGREEMENT
BETWEEN PENINSULA CORRIDOR JOINT POWERS BOARD
AND THE CITY OF SUNNYVALE FOR
THE BERNARDO AVENUE UNDERCROSSING PROJECT**

THIS SECOND AMENDMENT TO THE SERVICE AGREEMENT ("Second Amendment") is made and entered into by and between the Peninsula Corridor Joint Powers Board, hereinafter referred to as "PCJPB" or "CALTRAIN," and the City of Sunnyvale, hereinafter referred to as "CITY," as of the last date of signature set forth in the signature blocks.

RECITALS

WHEREAS, on September 16, 2024, the CITY and CALTRAIN entered into a Service Agreement ("Agreement") related to the environmental clearance phase and 35% engineering design of the Bernardo Avenue Undercrossing Project ("Project") which will provide safe, convenient access between Sunnyvale neighborhoods and employment destinations to the north, and Sunnyvale west neighborhoods, schools, and employment locations south of the CALTRAIN tracks; and

WHEREAS, the purpose of the Agreement is for CALTRAIN to provide technical input and expertise to inform the design process and to complete a CEQA Notice of Determination and FTA required environmental clearance tasks beyond the CITY's consultant team's efforts, while the CITY manages the preliminary engineering and CEQA/NEPA environmental clearance of the Project's Locally Preferred Option/Alternative; and

WHEREAS, the City of Mountain View and the Santa Clara Valley Transportation Authority are also sponsors of the Project (the "Sponsors"), and the CITY will be responsible for coordinating with the Sponsors for the purpose of the Project; and

WHEREAS, on April 24, 2026, the parties entered into a First Amendment to the Service Agreement to add an Alternative Delivery Analysis to the scope of work and to change the CITY's project manager for the Project and the CITY's insurance requirements; and

WHEREAS, after the completion of the scope of work described in Amended Appendix A (attached to the First Amendment) and now restated in the Second Amended Appendix A (attached to this Second Amendment), the CITY and CALTRAIN desire to advance the Project beyond the 35% engineering design to final design; and

Second Amendment to Service Agreement

WHEREAS, the CITY and CALTRAIN agree that a Second Amendment to the Agreement is advisable; and

NOW, THEREFORE, in consideration of the recitals and the mutual promises contained herein, CALTRAIN and CITY enter into this Second Amendment to the Agreement as follows:

TERMS OF SECOND AMENDMENT

1. Section 2, entitled "Scope of Work," is hereby amended in its entirety to read as follows:

2. Scope of Work

The Scope of Work for this Agreement shall be as set forth in Second Amended Appendix A – Scope of Work, provided that the Scope of Work is subject to change upon mutual agreement in writing as described in Section 25, Amendments.

2. Section 3, entitled "Project Delivery Process & Schedules," is hereby amended in its entirety to read as follows:

3. Project Delivery Process & Schedules

3.1 Capital Projects Delivery

CALTRAIN has an internal capital projects delivery process that defines distinct phases and periodic check-ins after each project phase. This methodology is used as quality control oversight by CALTRAIN leadership to ensure that projects proceed in alignment with scope, budget, and schedule as approved in the capital budget. The span of this Agreement is included as part of Phase 5 (see Appendix F).

3.2 Milestones

The timelines and milestones are included in Amended Appendix B – Bernardo Avenue Undercrossing 100% Design Schedule. The timelines may be adjusted as circumstances require upon the written agreement of the parties, which shall not be unreasonably withheld.

3. Section 4, entitled "Work Product Review Periods," is hereby amended in its entirety to read as follows:

4. Work Product Review Periods

The estimated timeline for the Scope of Work includes the fact that the CITY will require up to four weeks to review documents produced by CALTRAIN and that CALTRAIN will require up to four weeks to incorporate the CITY's comments into the subsequent deliverables.

4. Section 5.1, entitled "Budget (Not-to-exceed)," is hereby amended in its entirety to read as follows:

5.1 Budget (Not-to-exceed)

In no event shall the total amount of compensation payable under this Agreement exceed the sum of \$7,567,173, of which \$1,166,262 is included as contingency funds, unless upon written modification in accordance with Section 25, Amendments. Contingency provides funds for additional hours and is applied to the total cost for each task, including consultant costs. Contingency funds will not be used without prior written authorization from the City (email is acceptable). Compensation shall not exceed the budget amounts set forth in Amended Appendix C - 100704 Bernardo Avenue Undercrossing Project Estimate at Completion Through Design 35% - 100%.

CALTRAIN will notify the CITY when 80% of the non-contingency funds (i.e., 80% of the \$7,567,173) has been expended. If warranted, CALTRAIN and the CITY will discuss the use of Project contingency funds or initiate work on a budget amendment. If no agreement has been reached by CALTRAIN and the CITY within 60 days of initiating discussion on use of contingency funds or a budget amendment, then CALTRAIN shall cease work on the Project until the issue is resolved.

5. Section 5.3, entitled "Progress Reports," is hereby amended in its entirety to read as follows:

5.3 Progress Reports

CALTRAIN will provide the CITY with monthly progress reports on expenditures and deliverables. The monthly progress reports will accompany the invoices.

6. Section 6, entitled "Term of Agreement," is hereby amended in its entirety to read as follows:

6. Term of Agreement

This Agreement will terminate on December 31, 2028, unless it is mutually agreed upon by both CALTRAIN and the CITY to extend the Agreement's term or the Agreement is terminated pursuant to Section 14, Termination, below.

7. Section 15, entitled "Notices," is hereby amended in its entirety to read as follows:

15. Notices

All notices required by this Agreement, other than invoices for payment which shall be sent directly to Accounts Payable, shall be in writing, and sent by first class with postage prepaid, or sent by commercial courier, to address below.

Nothing in this provision shall be construed to prohibit communication by more expedient means, such as by email or fax, to accomplish timely communication. Each party may change the address by written notice in accordance with this paragraph. Notices delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated as of three business days after mailing.

To CITY: Kevin Chen, Project Manager
Department of Public Works
Division of Transportation and Traffic
CITY OF SUNNYVALE
456 W. Olive Ave.
Sunnyvale, CA 94086

To CALTRAIN: Zhenlin Guan, Director, Infrastructure Delivery
Peninsula Corridor Joint Powers Board
166 N. Rollins Rd, Millbrae, CA 94030

8. Section 10, entitled "Ownership of Materials," is hereby amended in its entirety to read as follows:

10. Ownership of Materials

All materials, including information developed on computer(s), which shall include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports and other material developed, collected, prepared or caused to be prepared, under this Agreement shall be the property of CALTRAIN, the CITY, and the Sponsors.

CALTRAIN shall not be limited, in any way, in its use of such materials, at any time, for work associated with the Project.

9. Section 32, entitled "Disputes," is hereby added in its entirety to the Agreement to read as follows:

32. Disputes

If a question arises regarding interpretation of this Agreement 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 parties' intent to the extent possible that litigation be avoided as a method of dispute resolution.

10. Amended Appendix A – Amended Scope of Work is deleted in its entirety and replaced with **Second Amended Appendix A – Scope of Work**, attached hereto and incorporated herein.
11. Appendix B – Bernardo Avenue Undercrossing Service Agreement Tasks Schedule is deleted in its entirety and replaced with **Amended Appendix B – Bernardo Avenue Undercrossing 100% Design Schedule**, attached hereto and incorporated herein.
12. Appendix C – Bernardo Avenue Undercrossing Service Agreement Tasks Budget (Not-to-exceed) is deleted in its entirety and replaced with **Amended Appendix C – 100704 Bernardo Avenue Undercrossing Project Estimate at Completion Through Design 35% - 100%**, attached hereto and incorporated herein.
13. Appendix D – Caltrain Fully Burdened Unit Cost Rates, Fiscal Year 2024 is deleted in its entirety and replaced with **Amended Appendix D – Caltrain Fully Burdened Unit Cost Rates, Fiscal Year 2026**, attached hereto and incorporated herein.

Second Amendment to Service Agreement

14. Amended Appendix E – Amended Preliminary (15%) Design Submittal Checklist is deleted in its entirety.
15. Except as amended herein, all other terms and conditions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, CALTRAIN and the CITY execute this Second Amendment to the Agreement as follows with the intent to be legally bound:

PENINSULA CORRIDOR JOINT POWERS
BOARD ("CALTRAIN")

CITY OF SUNNYVALE ("CITY")

By:

By:

Michelle Bouchard
Executive Director

Tim Kirby,
City Manager

Date

Date

Approved as to Form:

Approved as to Form:

James C. Harrison
General Counsel

Susan Yoon
Assistant City Attorney

Date

Date

Second Amended Appendix A – Scope of Work

For ease of reference only, Part 1 of this Appendix restates Amended Appendix A, attached to the First Amendment, which all Parties agree has been substantially completed and the remaining work will not impact the final design phase. Any deviations in formatting and text are immaterial and unintentional.

Part 2 of this Second Amended Appendix A describes the final design phase of the Project and the scope of work, effective once the Second Amendment takes effect.

Part 1 of Scope of Work

1. Project Management

CALTRAIN will provide a Project Manager who is knowledgeable about the project and CALTRAIN processes, and who will lead the coordination and reporting efforts among CALTRAIN, CITY, and VTA staff. The CITY will provide a Project Manager who is knowledgeable about the project and the CITY's processes, and will be the main point of contact for CALTRAIN and VTA.

Due to the federal funding to be used for the design and construction of the Project, the project managers from all Parties must be familiar with the Caltrans Local Assistance processes. Caltrans Local Assistance has been granted authority by the Federal Highway Administration to administer federal funding. The project phases, from environmental clearance through construction, must comply with the Caltrans Local Assistance requirements. It is expected that the agency responsible for the project delivery of the phase will be responsible for adhering to these requirements. For example, the CITY is delivering the environmental clearance phase and therefore will be responsible for adhering to the requirements through the completion of the environmental clearance phase.

2. Technical Review and Coordination up to 35% Engineering Design

To support the review and coordination of the 35% engineering design and activities, the following tasks described in this Scope of Work will be completed by the parties under this Agreement:

- The CITY will provide CALTRAIN with the available deliverables listed in the Preliminary (15%) Design Submittal Checklist (See Appendix E) at the execution of this Service Agreement. The items not available at the end of 35% Engineering design phase will be included to the deliverables developed during the final design phase, unless they are required to perform and complete the Environmental Clearance processes.
- The Project will be subject to one (1) round of CALTRAIN technical review. This technical review effort culminates with the production of design comments submitted to the City and typically includes the following activities:
 - Identify potential impacts to JPB facilities and their access as well as impacts to operations and maintenance for the selected Eastern Option.
 - Identify potential access impacts to JPB facilities as they relate to people walking, biking, and using buses or shuttles to access project facilities, if applicable. This includes wider streets, less direct routes, or degradation of existing facilities.

- Identify specific CALTRAIN owned or managed facilities that may be affected by the selected option (Third-party fiber optic cable, CALTRAIN fiber backbone, Signal and Communications, Overhead Catenary Systems, Track, Right-of-Way access, etc.).
- Identify construction access and temporary laydown or staging areas.
- Provide any clearances that will need to be considered as part of final design – separation from track (vertical and horizontal), separation from catenary, clearance to utilities, etc.
- Consider potential environmental impacts, as well as necessary environmental clearance and resource agency permits for JPB to obtain at later design stages.
- Include any considerations the CITY should be aware of to reduce risk/cost.
- Review of engineer's cost estimates for the option selected.
- Upon completion of CALTRAIN'S technical review, it is anticipated that CALTRAIN and the CITY will meet up two (2) times to discuss the technical review comments. These meetings will serve to confirm project information, address any questions, and resolve any outstanding matters related to the technical review topics.
- It is CALTRAIN's understanding that the CITY's design consultant will be unable to integrate refinements based on CALTRAIN's detailed design comments. Therefore, CALTRAIN will assume responsibility for integrating the design refinements necessary to advance the 35% designs for environmental clearance. Any other comments or refinements not required for environmental clearance will be addressed by CALTRAIN during the final design phase. To facilitate the necessary refinements for environmental clearance:
- The CITY will remit to CALTRAIN the native versions (CAD files, Word document, Excel Spreadsheet, GIS Data file, etc.) of the design documents that CALTRAIN has reviewed.
- CALTRAIN will edit these design documents as necessary to integrate the needed refinements for environmental clearance.
- These edited document versions will serve as the basis for advancing the project to environmental review and initiation of final design.
- CALTRAIN also typically participates in the following types of activities:
- Ongoing project coordination among the Cities of Sunnyvale and Mountain View, VTA, and CALTRAIN staff (planning, engineering, operations, maintenance, outreach if applicable).
- As-needed coordination with County of Santa Clara, for potential impacts to County right-of-way and encroachment permit and/or easement or other right-of-way process.
- Coordinate up to three (3) meetings among the Cities of Sunnyvale and Mountain, VTA, and CALTRAIN staff.
- Provide technical input and expertise, including participation in the CITY's working meetings with their design planning consultant and support.

3. Review City CEQA and Issue CEQA Determination

To support the CITY's environmental clearance and coordination, the following tasks described in this Scope of Work will be completed by CALTRAIN under this Agreement:

- CALTRAIN implementation of a CEQA Notice of Determination (NOD) upon final review of CEQA Clearance documentation and 35% design deliverables.
- CALTRAIN Board NOD Approval and subsequent NOD filing.

4. FTA NEPA Clearance

To complete the CALTRAIN required NEPA environmental clearance requirements, the following tasks described in this Scope of Work will be completed by CALTRAIN under this Agreement:

- CALTRAIN review of NEPA technical studies and environmental documentation prepared by CITY and incorporation into FTA's Region 9 requirements as applicable.
- CALTRAIN implementation of additionally required NEPA technical studies and preparation of additionally required environmental documentation in accordance with FTA's Region 9 requirements.
- CALTRAIN coordination with FTA through NEPA clearance process and any regulatory agency if required by a specific Section of NEPA (i.e., Section 106, 4(f), etc.)

Completion of these tasks includes but is not limited to the following activities: Review of design for identification of environmental impacts to be considered under federal regulations; presentations and coordination with FTA Region IX; preparation of technical studies as required by NEPA; implementation of federal processes as required by NEPA (i.e., Section 106); preparation of a draft Documented Categorical Exclusion (DCE); response to comments from FTA; preparation of final DCE; and obtaining NEPA clearance.

5. Alternative Delivery Analysis

Perform an Alternative Delivery Analysis and develop a recommended Delivery Method for the Project. The following tasks described in this Scope of Work will be completed by CALTRAIN under this Agreement:

- CALTRAIN will prepare Alternative Delivery Options Matrix with pros and cons.
- CALTRAIN will hold an Alternative Delivery Analysis Risk workshop with the project stakeholders, including the City of Sunnyvale, City of Mountain View, and Santa Clara Valley Transportation Authority (VTA). CALTRAIN will prepare the required material for and will facilitate the workshop.
- CALTRAIN will produce an Alternative Delivery Analysis Report which will include the final recommendation of delivery method from the Alternative Delivery Analysis workshop.
- The Alternative Delivery Analysis Report will be distributed for all stakeholders for record keeping.
- CALTRAIN will provide support and attend up to two Council meetings virtually if requested, for the cities of Sunnyvale and Mountain View.

Completion of these tasks include the selection of a Delivery Method to be carried forward for the project and any required Board or City Council Approvals. This task will be included in the Total

estimated budget of Service Agreement as included in the original Appendix C, using savings on other tasks.

6. Exclusion from Scope of Work

This scope of work does not include performing 35% to 100% engineering design. These tasks will be performed under a separate Cooperative Agreement.

If the CITY elects to advance the project beyond the Preliminary Engineering Design and Environmental Clearance phase to develop the design for construction, CALTRAIN will assume the project delivery lead when this phase and its deliverables are completed, and a Cooperative Agreement will be established that addresses funding, roles and responsibilities, budgets, and schedule for the subsequent phases. Continued discussion between CALTRAIN and VTA about leveraging their respective teams' expertise and long-established relationships (also referred to as an "integrated team approach") will inform the Cooperative Agreement.

This Agreement does not include development and execution of the Cooperative Agreement mentioned above, and preparation of one or more Requests for Proposals (RFPs) for advancing the project beyond the Preliminary Engineering (PE)/Environmental Clearance phase into final design and construction in accordance with the consensus alternative delivery method recommendation. It is understood by the parties this work will be performed under a subsequent Agreement after the work associated with Coordination up to 35% Engineering Design and CITY's Environmental Clearance is complete.

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Part 2 of the Scope of Work:

1. Project Management

CALTRAIN will provide a Project Manager who will be the main point of contact for the Project and lead the coordination and reporting efforts among CALTRAIN, the CITY, the City of Mountain View, and Valley Transportation Authority (VTA).

CALTRAIN will also provide Program Management functions, on a part time basis, to support the Project Manager, including:

- Cost Analyst
- Scheduler
- Estimator
- Document Control
- Risk Management

The project management deliverables will include but are not limited to:

- Monthly Status Report (MSR)
- Monthly Project Cost and Schedule review
- Invoices and progress reports
- Meeting agendas and minutes
- Risk register
- Project estimates

2. Design

CALTRAIN will procure a design consultant to advance the 35% design completed by the CITY. The scope of work of the design consultant will include at a minimum:

- Project specific Quality Management Plan, including all Quality Management Activities to ensure the design services are performed to meet standards and requirements; work processes are performed efficiently and as documented; and found non-conformances are identified and appropriate corrective actions are taken.
- Enhanced Preliminary Engineering:
 - Review 35% design for coordination with the new Evelyn Multi-use trail.
 - Incorporate previous Caltrain comments on 35% design into current design package.
 - Perform Value Engineering.
 - Perform utility relocation planning activities including utility coordination and potholing.
 - Complete 35% plans, specifications and other required design reports.
 - Develop an Engineer's Estimate or an Independent Cost Estimate for the enhanced 35% design.

- Provide input to Project Risk Register.
- 65% Design:
 - Prepare 65% plans, specifications, and other required design reports.
 - Prepare project phasing/sequence plans, traffic detour plans, and construction staging plans.
 - Prepare permit documents as required from permitting agencies.
 - Conduct constructability reviews and provide inputs to construction schedule.
 - Prepare any early work packages, such as utility relocation package, if determined to be required by the project.
 - Prepare applications or other documents required by utility owners for utility relocation.
 - Develop an Engineer's Estimate or an Independent Cost Estimate.
- Final Design (95%, 100%, and Issued-for-Bid):
 - Prepare 95%, 100%, and Issued-for-Bid (IFB) plans, specifications, and other required design reports.
 - Develop an Engineer's Estimate or an Independent Cost Estimate
 - Finalize project phasing/sequence plans, traffic detour plans and construction staging plans.
 - Finalize permit documents and obtain necessary permits and approvals as required from permitting agencies.
 - Conduct final constructability reviews and provide inputs to construction schedule.

CALTRAIN will provide the project management oversight of the Design Consultants and will lead the technical review process, in coordination with the City of Sunnyvale, City of Mountain View, County of Santa Clara, and VTA.

3. Environmental Clearance

CALTRAIN previously reviewed the CITY's CEQA documentation and filed a Notice of Exemption with the Santa Clara County Clerk and State Clearinghouse on June 2, 2025. Unless the scope of the project is modified, no further CEQA action is required by CALTRAIN.

CALTRAIN also reviewed the Caltrans Categorical Exclusion document and confirmed the project qualifies for a Categorical Exclusion under 23 CFR section 771.117(c)(3).

If Federal Transit Administration (FTA) funding is identified for the project:

- CALTRAIN will coordinate with FTA through the NEPA clearances process, including preparation of any additional studies and environmental documentation required by the FTA.
- CALTRAIN will procure an Environmental Consultant to support the environmental clearance and environmental permitting.

- CALTRAIN will develop environmental compliance requirements for the plans and specifications of the project including a Mitigation Monitoring and Reporting Plan, if required.

4. Utility Relocations

CALTRAIN will lead the utility relocation efforts, including the following tasks:

- Coordinate with Cities and third-party utilities to identify utility conflicts and develop relocation plans as a part of design progression.
- Coordinate with City and Union Pacific Railroad (UPRR) for relocation of third-party fiber optics located in the UPRR ductbank/conduits.
- Prepare and coordinate application for any new PG&E services required for the project.
- Develop any utility agreements required for the final configuration of the project.

5. Work Window Development

CALTRAIN will develop operational and work window scenarios for inclusion into the final specifications of the contract. The scope of work will include:

- Perform any required operational modeling to develop work windows for the project. Caltrain Operations will lead the modeling effort and may be supported by on-call Operations Planning Consultants as required. The modeling will be completed as a part of the 65% design phase for incorporation into the 95% design.
- Develop Division 1 specifications for the contract based on the output of the operational modeling.

6. Coordination with Cities, County and VTA

CALTRAIN will continue coordination with the City of Sunnyvale, City of Mountain View, County of Santa Clara, and VTA throughout the duration of the project.

CALTRAIN will:

- Hold regular project meetings with the stakeholders to review schedule and cost updates.
- Hold regular technical meetings with the stakeholders along with the Design consultants.
- Hold regular risk register review meeting to update project risk register.
- Discuss and resolve outstanding issues and escalate issues, as needed.
- Support public outreach efforts and public meetings with the stakeholders.

- Enter into any agreements required for design review, permitting, and coordination for the design and construction of the project.

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Amended Appendix B - Bernardo Avenue Undercrossing 100% Design Schedule			PC Project Progress Update 1			08/27/2026 15:22																														
Activity ID	Activity Name		Original Duration	Start	Finish	2026				2027				2028				2029																		
						J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D
100704 Amended Appendix B - Bernardo Avenue Undercrossing 100% Design Schedule			763	06/15/2026	06/05/2029	06/05/2029, 100704																														
100704.F Final Design			763	06/15/2026	06/05/2029	06/05/2029, 100704																														
100704.F.10 MOU/Agreement with City			101	06/15/2026	11/05/2026	11/05/2026, 100704.F.10 MOU/A...																														
A3440	MOU/Agreement with City		79	06/15/2026*	10/06/2026																															
A3480	City Director Approval		0		08/11/2026*	◆ City Director Approval																														
A3450	JPB Board Approval		0		11/05/2026	JPB Board Approval																														
100704.F.15 Procurement			100	06/15/2026	11/04/2026	11/04/2026, 100704.F.15 Procu...																														
A3460	RFP/WD for Final Design		100	06/15/2026*	11/04/2026																															
100704.F.35 Enhance 35% Design			60	11/06/2026	02/03/2027	02/03/2027, 100704.F.35 Enhan...																														
A3470	Enhance 35% Design		50	11/06/2026	01/20/2027																															
A3490	Review Enhanced 35% Design		10	01/21/2027	02/03/2027																															
100704.F.50 Final Design Contract			473	02/04/2027	12/06/2028	12/06/2028, 100704.F.50 Final...																														
100704.F.50.1 65% Design			293	02/04/2027	03/29/2028	03/29/2028, 100704.F.50.1 65%...																														
D1020	Prepare 65% Design and specification		253	02/04/2027	02/02/2028																															
D1060	Review and Comments Resolution		40	02/03/2028	03/29/2028																															
100704.F.50.2 95% Design			120	03/30/2028	09/13/2028	09/13/2028, 100704.F.50.2 95%...																														
D1100	Prepare 95% Design and specification		80	03/30/2028	07/19/2028																															
D1140	Review and Comments Resolution		40	07/20/2028	09/13/2028																															
100704.F.50.3 100% Design			60	09/14/2028	12/06/2028	12/06/2028, 100704.F.50.3 100...																														
D1180	Prepare 100% Design and specification		40	09/14/2028	11/08/2028																															
D1380	Review and Comments Resolution		20	11/09/2028	12/06/2028																															
100704.F.60 Construction Procurement			129	12/07/2028	06/05/2029	06/05/2029, 100704																														

Remaining Level of Effort

 Actual Work

Critical Remaining Work

 Actual Level of Effort

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 Milestone

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 Milestone

Page 1 of 1

TASK filter: (Untitled Filter).

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 Remaining Work

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Page 1 of 1

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*** DRAFT 100704 - Bernardo Avenue Undercrossing Project Estimate at Completion thru Design 35% - 100%**

100704 - Bernardo Avenue Undercrossing Project
Design 35% - 100%
Jul-26

ESTIMATE AT COMPLETION THROUGH CURRENT PHASE (in thousands of \$)

	35% Design	35% to 100% Design	100% Design
Cost Category	Estimate at Completion		
Design	625	2,771	3,396
Environmental	0	25	25
Independent Cost Estimate Support	174	406	580
CMGC	0	0	0
Project Management Oversight and Support			
• Agency Labor	156	1,194	1,351
• PM Consultant	17	67	84
• Legal	0	49	49
• TASI-Rail Operations Support	0	20	20
• UPPR Review	0	0	0
Escalation - @4% per year *	0	326	326
Contingency @ 20%	194	972	1,166
ICAP @ 8.14%*	95	475	570
Total	1,262	6,306	7,567

Notes:

- * Escalation is added as a separate line item for Design, Environmental, and Estimating Support (KMC).
- * Escalation is embedded in the EAC for Caltrain Staff.
- * Contingency is applied at 20% to cover unforeseen risks and scope uncertainties across all line items.
- * ICAP (Indirect Cost Allocation Plan) is applied at a rate of 8.14% across the full project duration through 100% completion. **This rate is subject to change.**
- * Environmental has been completed as part of prior phase. Unless the project gets federal funding, there are no further actions needed at the moment.
- * No appraisal or Acquisition costs have been assumed. If required, this item should be updated and re-evaluated based on inputs from the Real Estate team.
- * Early work and utility relocation costs have not been assumed.

Name/Comment		Enhance 2019 Design Review												2019 to 2025 Design Specifications & Review												2019 Design Specifications & Review												2019 Design Specifications & Review												Total		Actual to Date		To go																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																	
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Q3-26	Nov-26	Dec-26	Jan-27	Feb-27	Mar-27	Apr-27	May-27	Jun-27	Jul-27	Aug-27	Sep-27	Oct-27	Nov-27	Dec-27	Jan-28	Feb-28	Mar-28	Apr-28	May-28	Jun-28	Jul-28	Aug-28	Sep-28	Oct-28	Nov-28	Dec-28	Q3-29	Nov-29	Dec-29	Q3-30	Nov-30	Dec-30	Q3-31	Nov-31	Dec-31	Q3-32	Nov-32	Dec-32	Q3-33	Nov-33	Dec-33	Q3-34	Nov-34	Dec-34	Q3-35	Nov-35	Dec-35	Q3-36	Nov-36	Dec-36	Q3-37	Nov-37	Dec-37	Q3-38	Nov-38	Dec-38	Q3-39	Nov-39	Dec-39	Q3-40	Nov-40	Dec-40	Q3-41	Nov-41	Dec-41	Q3-42	Nov-42	Dec-42	Q3-43	Nov-43	Dec-43	Q3-44	Nov-44	Dec-44	Q3-45	Nov-45	Dec-45	Q3-46	Nov-46	Dec-46	Q3-47	Nov-47	Dec-47	Q3-48	Nov-48	Dec-48	Q3-49	Nov-49	Dec-49	Q3-50	Nov-50	Dec-50	Q3-51	Nov-51	Dec-51	Q3-52	Nov-52	Dec-52	Q3-53	Nov-53	Dec-53	Q3-54	Nov-54	Dec-54	Q3-55	Nov-55	Dec-55	Q3-56	Nov-56	Dec-56	Q3-57	Nov-57	Dec-57	Q3-58	Nov-58	Dec-58	Q3-59	Nov-59	Dec-59	Q3-60	Nov-60	Dec-60	Q3-61	Nov-61	Dec-61	Q3-62	Nov-62	Dec-62	Q3-63	Nov-63	Dec-63	Q3-64	Nov-64	Dec-64	Q3-65	Nov-65	Dec-65	Q3-66	Nov-66	Dec-66	Q3-67	Nov-67	Dec-67	Q3-68	Nov-68	Dec-68	Q3-69	Nov-69	Dec-69	Q3-70	Nov-70	Dec-70	Q3-71	Nov-71	Dec-71	Q3-72	Nov-72	Dec-72	Q3-73	Nov-73	Dec-73	Q3-74	Nov-74	Dec-74	Q3-75	Nov-75	Dec-75	Q3-76	Nov-76	Dec-76	Q3-77	Nov-77	Dec-77	Q3-78	Nov-78	Dec-78	Q3-79	Nov-79	Dec-79	Q3-80	Nov-80	Dec-80	Q3-81	Nov-81	Dec-81	Q3-82	Nov-82	Dec-82	Q3-83	Nov-83	Dec-83	Q3-84	Nov-84	Dec-84	Q3-85	Nov-85	Dec-85	Q3-86	Nov-86	Dec-86	Q3-87	Nov-87	Dec-87	Q3-88	Nov-88	Dec-88	Q3-89	Nov-89	Dec-89	Q3-90	Nov-90	Dec-90	Q3-91	Nov-91	Dec-91	Q3-92	Nov-92	Dec-92	Q3-93	Nov-93	Dec-93	Q3-94	Nov-94	Dec-94	Q3-95	Nov-95	Dec-95	Q3-96	Nov-96	Dec-96	Q3-97	Nov-97	Dec-97	Q3-98	Nov-98	Dec-98	Q3-99	Nov-99	Dec-99	Q3-00	Nov-00	Dec-00	Q3-01	Nov-01	Dec-01	Q3-02	Nov-02	Dec-02	Q3-03	Nov-03	Dec-03	Q3-04	Nov-04	Dec-04	Q3-05	Nov-05	Dec-05	Q3-06	Nov-06	Dec-06	Q3-07	Nov-07	Dec-07	Q3-08	Nov-08	Dec-08	Q3-09	Nov-09	Dec-09	Q3-10	Nov-10	Dec-10	Q3-11	Nov-11	Dec-11	Q3-12	Nov-12	Dec-12	Q3-13	Nov-13	Dec-13	Q3-14	Nov-14	Dec-14	Q3-15	Nov-15	Dec-15	Q3-16	Nov-16	Dec-16	Q3-17	Nov-17	Dec-17	Q3-18	Nov-18	Dec-18	Q3-19	Nov-19	Dec-19	Q3-20	Nov-20	Dec-20	Q3-21	Nov-21	Dec-21	Q3-22	Nov-22	Dec-22	Q3-23	Nov-23	Dec-23	Q3-24	Nov-24	Dec-24	Q3-25	Nov-25	Dec-25	Q3-26	Nov-26	Dec-26	Q3-27	Nov-27	Dec-27	Q3-28	Nov-28	Dec-28	Q3-29	Nov-29	Dec-29	Q3-30	Nov-30	Dec-30	Q3-31	Nov-31	Dec-31	Q3-32	Nov-32	Dec-32	Q3-33	Nov-33	Dec-33	Q3-34	Nov-34	Dec-34	Q3-35	Nov-35	Dec-35	Q3-36	Nov-36	Dec-36	Q3-37	Nov-37	Dec-37	Q3-38	Nov-38	Dec-38	Q3-39	Nov-39	Dec-39	Q3-40	Nov-40	Dec-40	Q3-41	Nov-41	Dec-41	Q3-42	Nov-42	Dec-42	Q3-43	Nov-43	Dec-43	Q3-44	Nov-44	Dec-44	Q3-45	Nov-45	Dec-45	Q3-46	Nov-46	Dec-46	Q3-47	Nov-47	Dec-47	Q3-48	Nov-48	Dec-48	Q3-49	Nov-49	Dec-49	Q3-50	Nov-50	Dec-50	Q3-51	Nov-51	Dec-51	Q3-52	Nov-52	Dec-52	Q3-53	Nov-53	Dec-53	Q3-54	Nov-54	Dec-54	Q3-55	Nov-55	Dec-55	Q3-56	Nov-56	Dec-56	Q3-57	Nov-57	Dec-57	Q3-58	Nov-58	Dec-58	Q3-59	Nov-59	Dec-59	Q3-60	Nov-60	Dec-60	Q3-61	Nov-61	Dec-61	Q3-62	Nov-62	Dec-62	Q3-63	Nov-63	Dec-63	Q3-64	Nov-64	Dec-64	Q3-65	Nov-65	Dec-65	Q3-66	Nov-66	Dec-66	Q3-67	Nov-67	Dec-67	Q3-68	Nov-68	Dec-68	Q3-69	Nov-69	Dec-69	Q3-70	Nov-70	Dec-70	Q3-71	Nov-71	Dec-71	Q3-72	Nov-72	Dec-72	Q3-73	Nov-73	Dec-73	Q3-74	Nov-74	Dec-74	Q3-75	Nov-75	Dec-75	Q3-76	Nov-76	Dec-76	Q3-77	Nov-77	Dec-77	Q3-78	Nov-78	Dec-78	Q3-79	Nov-79	Dec-79	Q3-80	Nov-80	Dec-80	Q3-81	Nov-81	Dec-81	Q3-82	Nov-82	Dec-82	Q3-83	Nov-83	Dec-83	Q3-84	Nov-84	Dec-84	Q3-85	Nov-85	Dec-85	Q3-86	Nov-86	Dec-86	Q3-87	Nov-87	Dec-87	Q3-88	Nov-88	Dec-88	Q3-89	Nov-89	Dec-89	Q3-90	Nov-90	Dec-90	Q3-91	Nov-91	Dec-91	Q3-92	Nov-92	Dec-92	Q3-93	Nov-93	Dec-93	Q3-94	Nov-94	Dec-94	Q3-95	Nov-95	Dec-95	Q3-96	Nov-96	Dec-96	Q3-97	Nov-97	Dec-97	Q3-98	Nov-98	Dec-98	Q3-99	Nov-99	Dec-99	Q3-00	Nov-00	Dec-00	Q3-01	Nov-01	Dec-01	Q3-02	Nov-02	Dec-02	Q3-03	Nov-03	Dec-03	Q3-04	Nov-04	Dec-04	Q3-05	Nov-05	Dec-05	Q3-06	Nov-06	Dec-06	Q3-07	Nov-07	Dec-07	Q3-08	Nov-08	Dec-08	Q3-09	Nov-09	Dec-09	Q3-10	Nov-10	Dec-10	Q3-11	Nov-11	Dec-11	Q3-12	Nov-12	Dec-12	Q3-13	Nov-13	Dec-13	Q3-14	Nov-14	Dec-14	Q3-15	Nov-15	Dec-15	Q3-16	Nov-16	Dec-16	Q3-17	Nov-17	Dec-17	Q3-18	Nov-18	Dec-18	Q3-19	Nov-19	Dec-19	Q3-20	Nov-20	Dec-20	Q3-21	Nov-21	Dec-21	Q3-22	Nov-22	Dec-22	Q3-23	Nov-23	Dec-23	Q3-24	Nov-24	Dec-24	Q3-25	Nov-25	Dec-25	Q3-26	Nov-26	Dec-26	Q3-27	Nov-27	Dec-27	Q3-28	Nov-28	Dec-28	Q3-29	Nov-29	Dec-29	Q3-30	Nov-30	Dec-30	Q3-31	Nov-31	Dec-31	Q3-32	Nov-32	Dec-32	Q3-33	Nov-33	Dec-33	Q3-34	Nov-34	Dec-34	Q3-35	Nov-35	Dec-35	Q3-36	Nov-36	Dec-36	Q3-37	Nov-37	Dec-37	Q3-38	Nov-38	Dec-38	Q3-39	Nov-39	Dec-39	Q3-40	Nov-40	Dec-40	Q3-41	Nov-41	Dec-41	Q3-42	Nov-42	Dec-42	Q3-43	Nov-43	Dec-43	Q3-44	Nov-44	Dec-44	Q3-45	Nov-45	Dec-45	Q3-46	Nov-46	Dec-46	Q3-47	Nov-47	Dec-47	Q3-48	Nov-48	Dec-48	Q3-49	Nov-49	Dec-49	Q3-50	Nov-50	Dec-50	Q3-51	Nov-51	Dec-51	Q3-52	Nov-52	Dec-52	Q3-53	Nov-53	Dec-53	Q3-54	Nov-54	Dec-54	Q3-55	Nov-55	Dec-55	Q3-56	Nov-56	Dec-56	Q3-57	Nov-57	Dec-57	Q3-58	Nov-58	Dec-58	Q3-59	Nov-59	Dec-59	Q3-60	Nov-60	Dec-60	Q3-61	Nov-61	Dec-61	Q3-62	Nov-62	Dec-62	Q3-63	Nov-63	Dec-63	Q3-64	Nov-64	Dec-64	Q3-65	Nov-65	Dec-65	Q3-66	Nov-66	Dec-66	Q3-67	Nov-67	Dec-67	Q3-68	Nov-68	Dec-68	Q3-69	Nov-69	Dec-69	Q3-70	Nov-70	Dec-70	Q3-71	Nov-71	Dec-71	Q3-72	Nov-72	Dec-72	Q3-73	Nov-73	Dec-73	Q3-74	Nov-74	Dec-74	Q3-75	Nov-75	Dec-75	Q3-76	Nov-76	Dec-76	Q3-77	Nov-77	Dec-77	Q3-78	Nov-78	Dec-78	Q3-79	Nov-79	Dec-79	Q3-80	Nov-80	Dec-80	Q3-81	Nov-81	Dec-81	Q3-82	Nov-82	Dec-82	Q3-83	Nov-83	Dec-83	Q3-84	Nov-84	Dec-84	Q3-85	Nov-85	Dec-85	Q3-86	Nov-86	Dec-86	Q3-87	Nov-87	Dec-87	Q3-88	Nov-88	Dec-88	Q3-89	Nov-89	Dec-89	Q3-90	Nov-90	Dec-90	Q3-91	Nov-91	Dec-91	Q3-92	Nov-92	Dec-92	Q3-93	Nov-93	Dec-93	Q3-94	Nov-94	Dec-94	Q3-95	Nov-95	Dec-95	Q3-96	Nov-96	Dec-96	Q3-97	Nov-97	Dec-97	Q3-98	Nov-98	Dec-98	Q3-99	Nov-99	Dec-99	Q3-00	Nov-00	Dec-00	Q3-01	Nov-01	Dec-01	Q3-02	Nov-02	Dec-02	Q3-03	Nov-03	Dec-03	Q3-04	Nov-04	Dec-04	Q3-05	Nov-05	Dec-05	Q3-06	Nov-06	Dec-06	Q3-07	Nov-07	Dec-07	Q3-08	Nov-08	Dec-08	Q3-09	Nov-09	Dec-09	Q3-10	Nov-10	Dec-10	Q3-11	Nov-11	Dec-11	Q3-12	Nov-12	Dec-12	Q3-13	Nov-13	Dec-13	Q3-14	Nov-14	Dec-14	Q3-15	Nov-15	Dec-15	Q3-16	Nov-16	Dec-16	Q3-17	Nov-17	Dec-17	Q3-18	Nov-18	Dec-18	Q3-19	Nov-19	Dec-19	Q3-20	Nov-20	Dec-20	Q3-21	Nov-21	Dec-21	Q3-22	Nov-22	Dec-22	Q3-23	Nov-23	Dec-23	Q3-24	Nov-24	Dec-24	Q3-25	Nov-25	Dec-25	Q3-26	Nov-26	Dec-26	Q3-27	Nov-27	Dec-27	Q3-28	Nov-28	Dec-28	Q3-29	Nov-29	Dec-29	Q3-30	Nov-30	Dec-30	Q3-31	Nov-31	Dec-31	Q3-32	Nov-32	Dec-32	Q3-33	Nov-33	Dec-33	Q3-34	Nov-34	Dec-34	Q3-35	Nov-35	Dec-35	Q3-36	Nov-36	Dec-36	Q3-37	Nov-37	Dec-37	Q3-38	Nov-38	Dec-38	Q3-39	Nov-39	Dec-39	Q3-40	Nov-40	Dec-40	Q3-41	Nov-41	Dec-41	Q3-42	Nov-42	Dec-42	Q3-43	Nov-43	Dec-43	Q3-44	Nov-44	Dec-44	Q3-45	Nov-45	Dec-45	Q3-46	Nov-46	Dec-46	Q3-47	Nov-47	Dec-47	Q3-48	Nov-48	Dec-48	Q3-49	Nov-49	Dec-49	Q3-50	Nov-50	Dec-50	Q3-51	Nov-51	Dec-51	Q3-52	Nov-52	Dec-52	Q3-53	Nov-53	Dec-53	Q3-54	Nov-54	Dec-54	Q3-55	Nov-55	Dec-55	Q3-56	Nov-56	Dec-56	Q3-57	Nov-57	Dec-57	Q3-58	Nov-58	Dec-58	Q3-59	Nov-59	Dec-59	Q3-60	Nov-60	Dec-60	Q3-61	Nov-61	Dec-61	Q3-62	Nov-62	Dec-62	Q3-63	Nov-63	Dec-63	Q3-64	Nov-64	Dec-64	Q3-65	Nov-65	Dec-65	Q3-66	Nov-66	Dec-66	Q3-67	Nov-67	Dec-67	Q3-68	Nov-68	Dec-68	Q3-69	Nov-69	Dec-69	Q3-70	Nov-70	Dec-70	Q3-71	Nov-71	Dec-71	Q3-72	Nov-72	Dec-72	Q3-73	Nov-73	Dec-73	Q3-74	Nov-74	Dec-74	Q3-75	Nov-75	Dec-75	Q3-76	Nov-76	Dec-76	Q3-77	Nov-77	Dec-77	Q3-78	Nov-78	Dec-78	Q3-79	Nov-79	Dec-79	Q3-80	Nov-80	Dec-80	Q3-81	Nov-81	Dec-81	Q3-82	Nov-82	Dec-82	Q3-83	Nov-83	Dec-83	Q3-84	Nov-84	Dec-84	Q3-85	Nov-85	Dec-85	Q3-86	Nov-86	Dec-86	Q3-87	Nov-87	Dec-87	Q3-88	Nov-88	Dec-88	Q3-89	Nov-89	Dec-89	Q3-90	Nov-90	Dec-90	Q3-91	Nov-91	Dec-91	Q3-92	Nov-92	Dec-92	Q3-93	Nov-93	Dec-93	Q3-94	Nov-94	Dec-94	Q3-95	Nov-95	Dec-95	Q3-96	Nov-96	Dec-96	Q3-97	Nov-97	Dec-97	Q3-98	Nov-98	Dec-98	Q3-99	Nov-99	Dec-99	Q3-00	Nov-00	Dec-00	Q3-01	Nov-01	Dec-01	Q3-02	Nov-02	Dec-02	Q3-03	Nov-03	Dec-03	Q3-04	Nov-04	Dec-04	Q3-05	Nov-05	Dec-05	Q3-06	Nov-06	Dec-06	Q3-07	Nov-07	Dec-07	Q3-08	Nov-08	Dec-08	Q3-09	Nov-09	Dec-09	Q3-10	Nov-10	Dec-10	Q3-11	Nov-11	Dec-11	Q3-12	Nov-12	Dec-12	Q3-13	Nov-13	Dec-13	Q3-14	Nov-14	Dec-14	Q3-15	Nov-15	Dec-15	Q3-16	Nov-16	Dec-16	Q3-17	Nov-17	Dec-17	Q3-18	Nov-18	Dec-18	Q3-19	Nov-19	Dec-19	Q3-20	Nov-20	Dec-20	Q3-21	Nov-21	Dec-21	Q3-22	Nov-22	Dec-22	Q3-23	Nov-23	Dec-23	Q3-24	Nov-24	Dec-24	Q3-25	Nov-25	Dec-25	Q3-26	Nov-26	Dec-26	Q3-27	Nov-27	Dec-27	Q3-28	Nov-28	Dec-28	Q3-29	Nov-29	Dec-29	Q3-30	Nov-30	Dec-30	Q3-31	Nov-31	Dec-31	Q3-32	Nov-32	Dec-32	Q3-33	Nov-33	Dec-33	Q3-34	Nov-34	Dec-34	Q3-35	Nov-35	Dec-35	Q3-36	Nov-36	Dec-36	Q3-37	Nov-37	Dec-37	Q3-38	Nov-38	Dec-38	Q3-39	Nov-39	Dec-39	Q3-40	Nov-40	Dec-40	Q3-41	Nov-41	Dec-41	Q3-42	Nov-42	Dec-42	Q3-43	Nov-43	Dec-43	Q3-44	Nov-44	Dec-44	Q3-45	Nov-45	Dec-45	Q3-46	Nov-46	Dec-46	Q3-47	Nov-47	Dec-47	Q3-48	Nov-48	Dec-48	Q3-49	Nov-49	Dec-49	Q3-50	Nov-50	Dec-50	Q3-51	Nov-51	Dec-51	Q3-52	Nov-52	Dec-52	Q3-53	Nov-53	Dec-53	Q3-54	Nov-54

Amended Appendix D – Caltrain Fully Burdened Unit Cost Rates, Fiscal Year 2026

Effective July 1, 2025 these rates should be applied to District labor, Consultants and Non-Labor for purposes of external agreements with the District. Rates will be updated annually, and the District reserves the right to update rates a maximum of one time during the year, if warranted. The District will communicate all such changes in writing.

		Onsite Consultant	Non-Labor Items	Employee
Unit Cost		\$1.00	\$1.00	\$1.00
Applied fringe rate	58.64%	-	-	0.59
Total Direct Cost		\$1.00	\$1.00	\$1.59
Applied ICAP Rate	8.14%	0.08	0.08	0.13
Fully Burden Rate		\$1.08	\$1.08	\$1.72

The San Mateo County Transit District (District) provides motorbus, paratransit and shuttle service in San Mateo County. The District also administers and manages the day-to-day operations of the Peninsula Corridor Joint Powers Board (PCJPB)/Caltrain; San Mateo County Transportation Authority (TA); and San Mateo County Express Lane Joint Powers Authority (JPA). The District uses cost allocation and rate setting methodologies to assign and recover costs incurred by providing services shared by all agencies.

Fully Burdened Rate for Onsite Consultants and Non-Labor Items: Unit Cost + ICAP

Agency Indirect Costs (AIA): Onsite consultants and non-labor items are “grossed up” to add in Agency Indirect Costs (AIA) and Capital Overhead. Taken together, these components are referred to as the Internal Cost Allocation Plan Rate, which is supported by an audited Internal Cost Allocation Plan (ICAP) using statistics appropriate to the costs allocated. AIA costs benefit all agencies and include staff in support departments such as Human Resources, Information Technology and Telecommunications, Treasury, Accounting and Budgets, Security, Facilities Maintenance and Contracts & Procurement. All staff time devoted to shared service activities are recorded to the AIA project category within the accounting system. Annually, AIA costs are allocated to the appropriate benefiting agencies through the ICAP.

Capital Overhead: Capital costs associated with pooled support costs that cannot be directly attributed to a specific capital project, including labor and non-labor costs specific to each agency’s capital projects, are recorded to the Capital Overhead project within the accounting system. A rate is used to charge for the three categories of costs. The rates are calculated and updated on an annual basis.

Fully Burdened Rate for Employees: Unit Cost + ICAP + Fringe Benefits

The fully burdened rate for employee includes the ICAP rate shown above, and also includes Employee Fringe Benefits. Fringe benefits cover costs associated with payroll taxes, pension plan contributions, group insurance premiums (medical, dental, vision coverages), life insurance, long-term disability, unemployment insurance, and paid time off (PTO). These costs are initially paid by the District and charged to benefiting agencies through the application of a fringe benefit rate.