

**AMENDMENT NO. 4
TO THE FUNDING AGREEMENT
BETWEEN THE SAN MATEO COUNTY TRANSPORTATION AUTHORITY AND
THE CITY OF REDWOOD CITY
FOR THE
US 101 WOODSIDE ROAD (SR 84) INTERCHANGE PROJECT**

This FOURTH AMENDMENT (Fourth Amendment) to the US 101 Woodside Road (SR 84) Interchange Project (Project) Funding Agreement (Funding Agreement) is made as of _____, by and between the San Mateo County Transportation Authority (TA) and the City of Redwood City (Sponsor), referred to herein individually as “Party” and jointly as “Parties.”

WHEREAS, on August 1, 2017, the Parties entered into the Funding Agreement for the Plans, Specifications and Estimates (PS&E) and Right-of-Way (ROW) phases (Scope of Work) of the Project; and

WHEREAS, on December 6, 2019, the Parties entered into the First Amendment to the Funding Agreement to extend the time of performance to December 31, 2020 due to the need for additional PS&E and ROW support services and to reallocate part of the budget from Project Management task to ROW Support task; and

WHEREAS, on February 11, 2021, the Parties entered into the Second Amendment to the Funding Agreement, which extended the time of performance to December 31, 2021 because the Sponsor needed more time to complete the Right Of Way appraisal maps, plats and legal descriptions, and conclude the Scope of Work activities; and

WHEREAS, on February 14, 2023, the Parties entered into the Third Amendment to the Funding Agreement, which extended the time of performance to September 30, 2023 to complete the remaining Scope of Work and to increase the Sponsor match to account for increased costs; and

WHEREAS, on December 5, 2023, the Sponsor requested extending the term for an additional twenty-four (24) months, through December 31, 2025, to complete the Scope of Work and secure full project funding prior to construction; and

WHEREAS, the Parties desire to amend the Funding Agreement in order to extend the term of the Agreement to complete the Scope of Work.

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

1. **PROJECT INFORMATION.** Exhibit A-3 is replaced with Exhibit A-4, which is attached to this Fourth Amendment and incorporated herein by this reference.

2. **SPONSOR OVERSIGHT; WORK PLAN.** Section 1.1, Sponsor Oversight; Work Plan, of the Funding Agreement is amended by replacing the first sentence with the following:

“Sponsor is responsible for the completion of the Scope of Work as described in Exhibit A-4, ‘Scope of Work Information,’ which is attached to this Agreement and incorporated herein by this reference.”

3. **TERM.** Section 3.1, Term, of the Funding Agreement is hereby deleted and replaced in its entirety with the following language:

“The term of this Agreement will commence on the Execution Date and conclude upon the earliest of: (a) the TA's final reimbursement to Sponsor for work performed hereunder, (b) termination by Sponsor or the TA pursuant to this Section 3, or (c) on June 30, 2026.”

4. **TIME OF PERFORMANCE.** Section 3.5, Time of Performance, of the Funding Agreement is hereby deleted and replaced in its entirety with the following language:

“The Scope of Work must be completed no later than December 31, 2025.”

5. **EFFECT.** Except as and solely to the extent amended by the First, Second, Third and Fourth Amendments, the Funding Agreement will continue in full force and effect in accordance with its terms.

[Signature Page Follows]

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

CITY OF REDWOOD CITY

By: _____
Name: Melissa Stevenson Diaz
Its: City Manager

ATTEST

By: _____
Name: Yessika Castro
Its: City Clerk

**SAN MATEO COUNTY TRANSPORTATION
AUTHORITY**

By: _____
Name: April Chan
Its: Executive Director

APPROVED AS TO FORM

Legal Counsel for the TA

EXHIBIT A-4: SCOPE OF WORK INFORMATION

US 101 Woodside (SR 84) Interchange Design Phase and Right-of-Way Support

Sponsoring/Implementing Agency: *City of Redwood City*

Contact: *Matt Nichols
Senior Transportation Manager (Interim)
Community Development & Transportation Department
Phone: (650) 780-7372
E-mail: mnichols@redwoodcity.org
1017 Middlefield Road, Redwood City, CA 94063*

Funding Agency: *San Mateo County Transportation Authority*

TA Project Manager: *Vamsi Tabjulu
Project Manager
(650)508-7773
tabjuluv@samtrans.com
1250 San Carlos Ave, San Carlos, CA 94070*

Overall Project Description:

Redwood City is proposing to reconstruct the existing US 101- Woodside Road (SR 84) Interchange to alleviate recurring congestion and to increase safety by improving highway and local intersection operations and by improving the accommodation for people walking and bicycling through the interchange. The total length of the Project is 2.3 miles and includes 1.9 miles along US 101 (from Post Mile 4.6 to 6.5) and 0.40 mile along SR 84 (from Post Mile 25.3 to 25.7).

The Project scope includes the following primary components:

- Widen Woodside Road from four lanes (two eastbound and two westbound) to six lanes (three in each direction) plus turn pockets*
- Reconstruct ramp connections between Woodside Road and US 101*
- Construct direct-connect flyover ramps between northbound US 101 and westbound Veterans Boulevard and between eastbound Veterans Boulevard and southbound US 101*
- Eliminate the existing five-legged intersection at Broadway and Woodside Road*
- Add sidewalks and bicycle facilities on Woodside Road*
- Replace the existing northbound US 101 ramps with a partial cloverleaf configuration*
- Realign and replace the existing southbound US 101 ramps with a single, wider diamond-configuration off-ramp and new on-ramp connecting at a new signalized intersection*
- Add sidewalks on both sides of Woodside Road between Broadway and Bay Road.*
- Add Class I bikeways on the east side of Woodside Road between Broadway and the Seaport Boulevard/East Bayshore Road/Blomquist Street intersection*
- Add a Class I bikeway along the UPRR right-of-way that would cross under US 101 to*

Seaport Boulevard and provide connections between it and Veterans Boulevard and Woodside Road

- *Include a high-occupancy vehicle (HOV) preferential lane for the northbound on-ramp*
- *Add Class II and IV bikeways on both sides of Woodside Road between Bay Road and the Seaport Boulevard/East Bayshore Road/Blomquist Street intersection*

Measure A Funded Scope of Work:

Measure A Funds will be used to complete the Design Phase and to provide Right-of-Way support. Please note Design End date and Construction dates are to be determined (TBD). Sponsor intends to summarize status and schedule of the Scope of Work and proposed disposition of funds in its Final Report.

Scope of Work Schedule:

	<u>Begin</u>	<u>End</u>
Planning	Completed	
Environmental	Completed	
Design (Up to 95% level)	08/17	03/25
Right-of-Way Appraisals (Draft)	08/17	03/24
Design (Final PS&E)	08/24	12/25

The following assumed schedule milestones are provided for information for future phases:

	<u>Begin</u>	<u>End</u>
Right-of-Way Acquisition	02/24	12/25
Construction	06/27	08/30

Scope of Work Budget/ Source of Funding:

Task/ Activity	Measure A	Other Sources*		Total
	Funding Amount	Fund Source	Amount	
Design (consultant)	\$5,990,000	City	\$1,407,555	\$7,397,555
Design (contingency)		City	\$718,755	\$718,755
Project Management	\$634,956	City	\$110,000	\$744,956
ROW Support	\$1,465,044	City	\$330,000	\$1,795,044
TA Support	\$50,000			\$50,000
Contingency		City	\$193,690	\$193,690
Total:	\$8,140,000	City	\$ 2,760,000	\$ 10,900,000

* The other fund sources are provided for information purposes.

Cash Flow Projection for Measure A Funds only: The cash flow projection is provided for informational purposes only.

(shown on next page)

Operating Responsibility: Caltrans District 4 / City of Redwood City

Maintenance Responsibility: Caltrans District 4 / City of Redwood City

Scope of Work Implementation Responsibility: City of Redwood City

Scope of Work Oversight Responsibility: Caltrans

CASH FLOW PROJECTION FOR MEASURE A FUNDS ONLY

Phase/Activity	FY18	FY19	FY20	FY21	FY22	FY23				Subtotal FY23
						1st Quarter (Jul 1-Sept 30)	2nd Quarter (Oct 1-Dec 31)	3rd Quarter (Jan 1-Mar 31)	4th Quarter (Apr 1-Jun 30)	
Design	\$2,038,069.41	\$1,656,181.12	\$2,144,540.31	\$16,167.78	\$0.00	\$0.00	\$0.00	\$135,041.38	\$0.00	\$135,041.38
Project Management	\$152,775.00	\$149,681.57	\$132,401.30	\$104,151.79	\$95,946.59	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
ROW Support	\$2,085.00	\$16,276.25	\$6,213.75	\$195.00	\$14,473.75	\$1,627.50	\$0.00	\$200,000.00	\$200,000.00	\$401,627.50
TA Support	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$12,500.00	\$12,500.00	\$0.00	\$25,000.00
										\$0.00
										\$0.00
										\$0.00
Total	\$2,192,929.41	\$1,822,138.94	\$2,283,155.36	\$120,514.57	\$110,420.34	\$1,627.50	\$12,500.00	\$347,541.38	\$200,000.00	\$561,668.88
Cumulative to Date	\$2,192,929.41	\$4,015,068.35	\$6,298,223.71	\$6,418,738.28	\$6,529,158.62					\$7,090,827.50
Phase/Activity	FY24				Subtotal FY24	FY25		Subtotal for FY23-FY25	Project Total	
	1st Quarter (Jul 1-Sept 30)	2nd Quarter (Oct 1-Dec 31)	3rd Quarter (Jan 1-Mar 31)	4th Quarter (Apr 1-Jun 30)						
Design	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$135,041.38	\$5,990,000.00	
Project Management	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$634,956.25	
ROW Support	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$800,000.00	\$224,172.50		\$1,425,800.00	\$1,465,043.75	
TA Support	\$0.00	\$12,500.00	\$0.00	\$7,500.00	\$20,000.00	\$5,000.00		\$50,000.00	\$50,000.00	
Total	\$200,000.00	\$212,500.00	\$200,000.00	\$207,500.00	\$820,000.00	\$229,172.50		\$1,610,841.38	\$8,140,000.00	
Cumulative to Date					\$7,910,827.50	\$8,140,000.00			\$8,140,000.00	