



# Memorandum

**Date:** 06.15.16 **RE:** Plans and Programs Committee  
June 21, 2016

**To:** Plans and Programs Committee: Commissioners Tang (Chair), Farrell (Vice Chair), Avalos, Breed, Peskin and Wiener (Ex Officio)

**From:** Eric Cordoba – Deputy Director for Capital Projects *EC*  
Maria Lombardo – Chief Deputy Director *mel*

**Through:** Tilly Chang – Executive Director *TC*

**Subject:** **ACTION** – Recommend Authorizing the Executive Director to Execute, with Conditions, a Seven Party Supplement to the 2012 Memorandum of Understanding that Adopted an Early Investment Strategy Pertaining to the Peninsula Corridor Electrification Project

## Summary

The Caltrain Early Investment Program consists of three components: the Communications Based Overlay Signal System (CBOSS) to provide Positive Train Control; the electrification of the Caltrain line between San Jose and San Francisco; and the purchase of electric-multiple unit (EMU) vehicles to operate on the electrified railroad. It is one of Prop K's signature projects. In April 2012, the Transportation Authority Board authorized the Executive Director to execute a Memorandum of Understanding (MOU) with the California High-Speed Rail Authority, the Metropolitan Transportation Commission, and six other local and regional entities to establish a funding framework for a High-Speed Rail Early Investment Strategy for a blended system in the Peninsula Corridor. At the time, local contribution from each of the three Peninsula Corridor Joint Powers Board (PCJPB) member counties (San Francisco, San Mateo and Santa Clara) was \$60 million. The total Early Investment Program budget, established in 2009 and the basis of the 2012 nine-party MOU, was estimated at \$1.456 billion. That budget was based on a 2008 estimate. Subsequently, the initial budget was updated by Caltrain staff to reflect a cost estimate study conducted in 2014 and to account for received bids, resulting in a new projected cost of \$1.22 billion, an increase of \$755 million. The majority of the cost increase is attributable to the cost estimate study and the remainder from bid results. The new estimate includes \$316 million in contingency. This cost increase has triggered a need for a supplemental MOU to address the funding gap, which is the subject of this request. The supplemental MOU will increase each PCJPB members' contribution by \$20 million, to a total of \$80 million. In San Francisco, the Transportation Authority and the City would jointly cover the increase. We have \$3.9 million in Prop K funds remaining in the electrification line item. The source of the remaining funds is to be determined, but could include a potential new sales tax measure under consideration for the November 2016 ballot or City funds. This memo also provides an update on the overall program.

## BACKGROUND

The Peninsula Corridor Joint Powers Board's (PCJPB) Electrification project will replace Caltrain's existing diesel service with a fully-electrified service from the 4<sup>th</sup> and King station in San Francisco to the Tamien station in San Jose. This project is one of the signature projects of the Prop K Expenditure Plan.

It is also one of the main components of the Caltrain Modernization program, which provides the commuter rail system with the strategic vision to improve system performance while minimizing equipment and operating costs, and is critical to the long-term financial sustainability of Caltrain.

**2012 Memorandum of Understanding:** On April 24, 2012, through Resolution 12-62, the Transportation Authority Board authorized the Executive Director to execute, with conditions, a Memorandum of Understanding (MOU) with the California High-Speed Rail Authority (CHSRA), the Metropolitan Transportation Commission (MTC), and six other local and regional entities to establish a funding framework for a High-Speed Rail Early Investment Strategy for a blended system in the Peninsula Corridor. The Early Investment Strategy, also known as the Early Investment Program, consists of three components: the Communications Based Overlay Signal System (CBOSS) (also known as Positive Train Control (PTC)), the electrification of the Caltrain line between San Jose and San Francisco, and the purchase of electric-multiple unit (EMU) vehicles to operate on the electrified railroad. The program will modernize the corridor, reduce train related emissions by up to 90 percent, provide faster and increased service to more stations, and prepare the Caltrain system for shared use with High-Speed Rail.

At the time, the total cost for the Early Investment Program was \$1.456 billion, with a \$60 million local contribution from each of the three PCJPB member counties (San Francisco, San Mateo and Santa Clara). The Transportation Authority has provided nearly \$21 million (mostly from Prop K, with \$4 million in Regional Improvement Program funds) and the City is covering the delta with the 2014 General Obligation bond.

**DISCUSSION**

The purpose of this memorandum is to update the Plans and Programs Committee on the status of the Early Investment Program and to request a recommendation for the execution of a supplement to the 2012 MOU (Attachment 1) to address a cost increase.

**Budget:** The total Early Investment Program budget, established in 2009 and the basis of the 2012 nine-party MOU was estimated at \$1.456 billion. That budget was based on a 2008 estimate done as part of the environmental review process. Subsequently, the initial budget was updated by Caltrain staff to reflect a cost estimate study conducted in 2014 and to account for received bids, resulting in a new projected cost of \$1.22 billion, an increase of \$755 million. Of this amount, \$655 million was the result of the cost estimate study and \$100 from bid results. The new budget includes \$316 million in contingency and \$120 million in escalation. The table below compares both budgets.

Early Investment Program Costs <i>(in \$ millions)</i>	2012 MOU	2016 MOU
CBOSS/Positive Train Control	\$231	\$231
Electrification	\$785	\$1,253
Vehicles - Electric Multiple Units	\$440	\$727
<b>TOTAL</b>	<b>\$1,456</b>	<b>\$2,211</b>

**Funding:** The 2016 Supplemental MOU funding plan is shown below, together with the original 2012 funding plan. The MOU commits each of the three PCJPB members to a local contribution of \$80 million

each for the Early Investment Program for the Peninsula Corridor, a \$20 million increase over the 2012 MOU.

<b>Program Funding by Source (in \$ millions)</b>	<b>2012 MOU</b>	<b>2016 MOU</b>
PCJPB Member Agency Contributions	\$180.0	\$240.0
JPB Local (San Mateo County Transportation Authority)	\$11.0	\$20.0
Caltrain PTC	\$4.0	\$4.0
<b><i>Subtotal Local</i></b>	<b><i>\$195.0</i></b>	<b><i>\$264.0</i></b>
Prop 1A Connectivity	\$106.0	\$106.0
Prop 1A High Speed Rail Authority	\$600.0	\$600.0
CHSRA Cap & Trade/Other		\$113.0
Cap & Trade TIRCP		\$20.0
Prop 1B Caltrain	\$24.0	\$24.0
<b><i>Subtotal State</i></b>	<b><i>\$730.0</i></b>	<b><i>\$863.0</i></b>
Federal Rail Administration (FRA)	\$17.0	\$17.0
FTA/FHWA prior/current obligations	\$45.8	\$45.8
FTA future obligations	\$440.0	\$315.0
FTA Core Capacity		\$647.0
<b><i>Subtotal Federal</i></b>	<b><i>\$502.8</i></b>	<b><i>\$1,024.8</i></b>
MTC Bridge Tolls	\$11.0	\$39.4
BAAQMD Carl Moyer	\$20.0	\$20.0
<b><i>Subtotal Regional</i></b>	<b><i>\$31.0</i></b>	<b><i>\$59.4</i></b>
<b>TOTAL</b>	<b>\$1,458.8</b>	<b>\$2,211.2</b>

As noted above, the Transportation Authority has committed funds to cover \$20,860,000 of San Francisco's original \$60 million contribution, with the City's Prop A General Obligation bond (2014) covering the rest. The \$20 million increase in the local contribution will be partially covered by \$3.9 million

in Prop K sales tax funds that are remaining in the Caltrain Electrification line item. The source for the remaining funds has yet to be identified. The City and the Transportation Authority are jointly working to secure the funds. Sources could include a potential charter amendment that would among other things establish a transportation set aside in the General Fund, or a new sales tax measure, both of which are under consideration for the November 2016 ballot. Other major sources of funds in the Early Investment Program are planned to come mainly from the CHSRA (\$113M), Federal Transit Administration (FTA) Core Capacity (\$647M), and MTC Bridge tolls (\$28M).

The MOU states that if overall program costs reflect financial commitment that is below the \$1.98 billion cost estimate, funding commitments from the parties to the supplement will be reduced proportionally, and if overall program costs reflect a financial commitment that is above the funding plan of \$1.980 billion, or if the FTA Core Capacity funds are awarded at less than \$647 million, the parties to the supplement will discuss with all parties to the 2012 Nine Party MOU how to secure additional funding beyond what is presently identified, and/or discuss project scope adjustments to match to funding availability.

The MOU also addresses other adjustments in the funding plan, the largest of which is a reduction in FTA transit formula funds that PCJPB needs to address state of good repair. These funds are proposed to be backfilled by the FTA Core Capacity funds, which PCJPB must secure through this competitive nationwide grant program.

As a precondition of the MOU, the parties have agreed on an oversight protocol (Attachment 2) under which the funding partners will be able to closely monitor the project, have access to all project information, and participate in the decision making process, especially when related to changes in scope, schedule or cost. We are already actively participating in oversight activities consistent with the new protocol.

**Schedule:** Caltrain is proceeding with the implementation of the Early Investment Program. Work is underway on the design/build contract for CBOSS, which is now in the testing and commissioning phase. Procurement for the electrification and vehicles contracts has been completed and Caltrain staff anticipates awarding both contracts in July 2016. A table with the significant milestones of the program going forward is shown below. As the contractors come on-board and Caltrain approves their schedules, a more detailed milestone list will be made available.

Caltrain Early Investment Program Milestones	
CBOSS Revenue Service Demonstration	October 2016
CBOSS Final Acceptance	April 2017
Electrification Design-Build Contract Award	July 2016
Electric Multiple Units Vehicle Award	July 2016
First Vehicle Delivered	July 2019
Revenue Service	Late 2020

**Status:** The project is environmentally cleared. The California Environmental Quality Act (CEQA) Environmental Impact Report (EIR) was certified in January 2015. On the National Environmental Policy Act (NEPA) side, the FTA issued a Finding of No Significant Impact in 2009.

On January 27, 2012 the PCJPB issued the notice-to-proceed for the \$231 million CBOSS design-build contract. Construction is in the punch-list phase and work is concentrating on systems and operations testing. The Backup Central Control Facility is now complete and a successful switchover was conducted in early May. The Federal Rail Administration (FRA) Revenue Service Demonstration is anticipated for October 2016.

The procurement processes for the design-build electrification contract and for the EMU vehicles have been completed, and Caltrain is planning to award both contracts at its July 2016 Board meeting.

In accordance with the 2012 MOU, the Transportation Authority, together with the other signatories established the Peninsula Corridor Working Group, which is tasked with providing oversight and guidance to Caltrain. The group meets on a monthly basis to discuss progress and issues.

**DBE/SBE Program:** In December 2014, the PCJPB adopted a project-specific Disadvantaged Business Enterprise (DBE) goal of 5.2%. At the May 5 meeting of the PCJPB, staff presented their DBE goal-setting methodology and recommended a goal of 14% for Fiscal Years 2017-2019. This goal has been advertised for comments and the results will be presented to the PCJPB with a final recommendation. The final DBE goal is due to the FTA by August 1.

**Challenges:** The CBOSS project is six months behind schedule. Although testing is progressing well, a lot of work remains to be done in order for the contractor to conduct the Revenue Service Demonstration for the FRA by October 2016. Part of the demonstration is to show interoperability, and the Back Office System provider has announced that it will not have a passenger-rail compatible software upgrade until July, and the possibility exists that the provider will not complete the upgrade as scheduled.

In addition to the MOU subject of this request, the PCJPB needs to execute a series of funding agreements to secure full funding for the program on a timely manner. The State/CHSRA agreement is anticipated in the June/July timeframe, the Cap and Trade award is anticipated for August 2016, and the FTA Core Capacity grant is anticipated as early as December 2016, but could possibly take up to several months longer. In order to maintain the schedule, Caltrain staff anticipates issuing limited notice-to-proceed (NTP) to both contractors in line with the funding on-hand. Since both contracts have a significant design component, work can proceed on that phase until all the funding is in place, at which time Caltrain will issue the full NTP.

## ALTERNATIVES

1. Recommend authorizing the Executive Director to execute, with conditions, a Seven Party Supplement to the 2012 Memorandum of Understanding that Adopted an Early Investment Strategy Pertaining to the Peninsula Corridor Electrification Project, as requested.
2. Recommend authorizing the Executive Director to execute, with conditions, a Seven Party Supplement to the 2012 Memorandum of Understanding that Adopted an Early Investment Strategy Pertaining to the Peninsula Corridor Electrification Project, with modifications.
3. Defer action, pending further information or clarification from staff.

## CAC POSITION

The CAC was briefed on this item at its May 25, 2016 meeting and unanimously adopted a motion of

support for the staff recommendation. Subsequent to the CAC meeting, the PCJPB and parties to the supplement agreed to add Exhibit C to the supplemental MOU (shown in Attachment 1), which includes several special provisions required to support the City's execution of the MOU. As such, the provisions only apply to the City and not the other signatories of the MOU, including the Transportation Authority. The provisions do not impact the core terms of the MOU, including the amount of the increased local contributions.

## **FINANCIAL IMPACTS**

The Supplemental MOU would commit the City and the Transportation Authority to contribute an additional \$20 million in aggregate to the Early Investment Program. There is \$3.9 million remaining in the Electrification line item in the Prop K Strategic Plan that have been included in the proposed Fiscal Year 16/17 capital budget, which is the subject of a separate agenda item at the June 14 Finance Committee meeting. The City and the Transportation Authority are jointly seeking to identify the remaining \$16.1 million which could include General Fund revenues associated with a proposed 2016 charter amendment establishing among other things a transportation set aside or a transportation sales tax measure.

## **RECOMMENDATION**

Recommend authorizing the Executive Director to execute, with conditions, a Seven Party Supplement to the 2012 Memorandum of Understanding that Adopted an Early Investment Strategy Pertaining to the Peninsula Corridor Electrification Project.

Attachments (2):

1. Seven Party Supplement to the 2012 MOU
2. Oversight Protocol

**SEVEN-PARTY SUPPLEMENT TO  
2012 MEMORANDUM OF UNDERSTANDING (MOU)**

**FINANCIAL COMMITMENTS TO ADDRESS FUNDING GAP FOR  
THE PENINSULA CORRIDOR ELECTRIFICATION PROJECT**

BY AND AMONG THE FOLLOWING PARTIES (PARTIES)

SAN MATEO COUNTY TRANSPORTATION AUTHORITY (SMCTA)  
SANTA CLARA VALLEY TRANSPORTATION AUTHORITY (VTA)  
CITY AND COUNTY OF SAN FRANCISCO (CCSF)  
SAN FRANCISCO COUNTY TRANSPORTATION AUTHORITY (SFCTA)  
METROPOLITAN TRANSPORTATION COMMISSION (MTC)  
PENINSULA CORRIDOR JOINT POWERS BOARD (PCJPB)  
CALIFORNIA HIGH SPEED RAIL AUTHORITY (CHSRA)

## RECITALS

WHEREAS, during the spring of 2012, the California High Speed Rail Authority (CHSRA) and the Peninsula Corridor Joint Powers Board (PCJPB), together with the Metropolitan Transportation Commission (MTC), the San Francisco County Transportation Authority (SFCTA), the Santa Clara Valley Transportation Authority (VTA), the City of San Jose, the City and County of San Francisco (CCSF), the San Mateo County Transportation Authority (SMCTA), and the Transbay Joint Powers Authority entered into a Memorandum of Understanding that adopted an early investment strategy pertaining to the Blended System in the San Francisco to San Jose Segment of the Peninsula Rail Corridor (the "2012 Nine-Party MOU"), a copy of which is attached hereto as Exhibit A and incorporated herein by this reference; and

WHEREAS, the 2012 Nine-Party MOU identifies two principal inter-related projects as essential to the early investment strategy: (1) the Peninsula Corridor Electrification Project, including associated rolling stock acquisition (the PCEP), and (2) construction of an advanced signal system, commonly known as the PCJPB's "CBOSS" project, which will incorporate federally mandated Positive Train Control (collectively, the "Early Investment Projects"); and

WHEREAS, the Parties to the 2012 Nine-Party MOU agreed to work together to identify the appropriate amounts and types of local resources that may be used to support the completion of the Early Investment Projects and to coordinate efforts to obtain funding using a mutually agreed-upon strategy, and in the event that funding for the program is constrained by statute, rescission of existing law, change in funding requirements or eligibility, reduction in funding level or availability, the Parties agreed to take steps to notify each other as needed in a timely manner; and

WHEREAS, \$125 million in FTA funds identified in the 2012 Early Investment Strategy funding plan included in the 2012 Nine-Party MOU is needed by the PCJPB to advance critical state of good repair improvements necessary to maintain existing Caltrain operations, and the PCJPB has requested to remove these funds from the early investment funding strategy, which would create a \$125 million funding gap; and

WHEREAS, a note to the 2012 early investment strategy funding plan included in the 2012 Nine-Party MOU indicated that other potential future funding sources could be substituted if secured; and

WHEREAS, the PCJPB conducted a cost estimate study for the PCEP in 2014 to update the 2008 cost estimate on which the 2012 Nine-Party MOU funding strategy for the PCEP was based, and the PCJPB has since included additional program contingency to the PCEP, such that the total anticipated budget for the PCEP is up to \$1.980 billion, which includes costs covering the contracts, program management, and contingency costs; and

WHEREAS, the Parties to this Seven-Party Supplement (Supplement) have met and discussed with all parties to the 2012 Nine-Party MOU additional funding needed for the PCEP to support contract award and have agreed to the funding commitments specified herein;

NOW, THEREFORE, it is mutually understood and agreed to by the PARTIES as follows:

1. To fully fund the PCEP, the parties to this Supplement commit to make the funding available to support the PCEP as set forth below. This funding is in addition to funding commitments



previously made by these parties in the 2012 Nine-Party MOU.

- a. The SMCTA will contribute an additional \$20 million;
- b. The VTA will contribute an additional \$20 million;
- c. The SFCTA and/or the CCSF will contribute an additional \$20 million;

(For SMCTA, VTA, and SFCTA and/or CCSF, each agency's contribution is contingent on the commitment of \$20 million each from the other two PCJPB partners, with the exact manner and timing of the contributions to be worked out with the PCJPB. The commitment of CCSF is subject to the Special Provisions in Exhibit C, attached to and incorporated in this MOU. These Special Provisions only apply to the funds to be provided by CCSF, and not any other parties to this Supplement.)

- d. The MTC will program \$28.4 million from Regional Measures 1 and 2;
  - e. The PCJPB will contribute \$9 million from funding provided by formula to Caltrain through the State of California's Low Carbon Transit Operations Program; and
  - f. The CHSRA will contribute an additional \$113 million.
2. The Parties to this Supplement also support the PCJPB's efforts to obtain \$647 million from FTA's Core Capacity Grant Program for the PCEP as a regional priority. The \$647 million would help provide funding needed for the PCEP, as well as funding to support a larger contingency set-aside for the PCEP program.
  3. The Parties to this Supplement understand PCJPB has requested \$225 million from the California State Transportation Agency's Transit & Intercity Rail Capital Program (Cap & Trade TIRCP) to support the PCEP, as contemplated in the 2012 Nine-Party MOU. These funds will be prioritized for PCEP and will be used to backfill any shortfall in requested FTA Core Capacity funds. If available, funding not needed for PCEP will be used to replace the remaining Caltrain diesel vehicles with Electric Multiple Units (EMUs). The exact remaining number of vehicles to be replaced will be contingent on the final Cap & Trade TIRCP grant award.
  4. The Parties to this Supplement also agree that, with the additional funding sources, \$125 million in FTA funds identified in the 2012 Early Investment Strategy funding plan will no longer be needed for the PCEP, and will instead be programmed by the MTC to the PCJPB to advance critical Caltrain state of good repair improvements through MTC's established regional Transit Capital Priorities process.
  5. The total anticipated amount of funding to be secured for the PCEP will be \$1.980 billion, which includes the funding sources outlined above in paragraphs 1, 2, and 3, along with the original funding sources in the 2012 Nine-Party MOU except the \$125 million noted in paragraph 4 above. The revised funding plan for the PCEP reflecting the changes described herein is attached as Exhibit B.
  6. The parties to this supplement agree to continue, through regular meetings, to provide opportunity for all nine parties to the 2012 Nine-Party MOU to discuss, review, and/or comment on relevant project matters and collectively provide advisory oversight to help advance the PCEP.

7. If overall program costs reflect a financial commitment that is below the funding plan of \$1.980 billion, funding commitments from the parties to this Supplement will be reduced proportionally according to their respective additional shares as stated in this Supplement.
8. In the event overall program costs reflect a financial commitment that is above the funding plan of \$1.980 billion, or if the FTA Core Capacity funds are awarded at less than \$647 million, the parties to this Supplement will discuss with all parties to the 2012 Nine-Party MOU how to secure additional funding beyond what is presently identified, and/or discuss project scope adjustments to match to funding availability.
9. The parties to the 2012 Nine-Party MOU will also discuss and agree in writing on program oversight roles for the funding partners prior to the award of the PCEP contracts.

IN WITNESS WHEREOF, this MOU has been executed by the PARTIES hereto as of the day and year indicated next to each signature, with the final signature date constituting the effective date.

Jim Hartnett, Executive Director Peninsula Corridor Joint Powers Board and San Mateo County Transportation Authority	Date
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Nuria Fernandez, General Manager/CEO Santa Clara Valley Transportation Authority	Date
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Edwin M. Lee, Mayor City and County of San Francisco  Board of Supervisors Resolution No. _____ Dated: _____  Attest:  _____ Clerk of the Board	Date
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Tilly Chang, Executive Director San Francisco County Transportation Authority	Date
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Steve Heminger, Executive Director Metropolitan Transportation Commission	Date
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Jeff Morales, Chief Executive Officer California High Speed Rail Authority	Date
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APPROVED AS TO FORM BY:

Attorney for Peninsula Corridor Joint Powers Board and San Mateo County Transportation Authority	Date
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Attorney for Santa Clara Valley Transportation Authority	Date
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Dennis J. Herrera, City Attorney

By:

Robin M. Reitzes, Deputy City Attorney Attorney for City and County of San Francisco	Date
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Attorney for San Francisco County Transportation Authority	Date
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Attorney for Metropolitan Transportation Commission	Date
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Attorney for California High Speed Rail Authority	Date
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## EXHIBIT C

### Special Provisions for the City and County of San Francisco

(References to “City” in Paragraphs 1 and 2 refer to the City and County of San Francisco)

**1. Certification of Funds; Budget and Fiscal Provisions; Termination in the Event of Non-Appropriation.** This Agreement is subject to the budget and fiscal provisions of the City’s Charter. Charges will accrue only after prior written authorization certified by the Controller, and the amount of City’s obligation hereunder shall not at any time exceed the amount certified for the purpose and period stated in such advance authorization. This Agreement will terminate without penalty, liability or expense of any kind to City at the end of any fiscal year if funds are not appropriated for the next succeeding fiscal year. If funds are appropriated for a portion of the fiscal year, this Agreement will terminate, without penalty, liability or expense of any kind at the end of the term for which funds are appropriated. City has no obligation to make appropriations for this Agreement in lieu of appropriations for new or other agreements. City budget decisions are subject to the discretion of the Mayor and the Board of Supervisors. Contractor’s assumption of risk of possible non-appropriation is part of the consideration for this Agreement.

THIS SECTION CONTROLS AGAINST ANY AND ALL OTHER PROVISIONS OF THIS AGREEMENT.

**2. Guaranteed Maximum Costs.** The City’s obligation hereunder shall not at any time exceed the amount certified by the Controller for the purpose and period stated in such certification. Except as may be provided by laws governing emergency procedures, officers and employees of the City are not authorized to request, and the City is not required to reimburse the Contractor for, Commodities or Services beyond the agreed upon contract scope unless the changed scope is authorized by amendment and approved as required by law. Officers and employees of the City are not authorized to offer or promise, nor is the City required to honor, any offered or promised additional funding in excess of the maximum amount of funding for which the contract is certified without certification of the additional amount by the Controller. The Controller is not authorized to make payments on any contract for which funds have not been certified as available in the budget or by supplemental appropriation.

**3. Sunshine Ordinance.** In accordance with San Francisco Administrative Code §67.24(e), contracts, contractors’ bids, responses to solicitations and all other records of communications between City and persons or firms seeking contracts, shall be open to inspection immediately after a contract has been awarded. Nothing in this provision requires the disclosure of a private person or organization’s net worth or other proprietary financial data submitted for qualification for a contract or other benefit until and unless that person or organization is awarded the contract or benefit. Information provided which is covered by this paragraph will be made available to the public upon request.

## Attachment 2

### FUNDING PARTNERS OVERSIGHT PROTOCOL FOR CALTRAIN'S CAL MOD PROGRAM

(Electrification, Vehicles, CBOSS)

1. The Caltrain Project Management staff (CPMT) will have an open door policy with the Funding Partners' oversight representatives (Partners), who will have access to project Section Managers and available information. The Funding Partners and their oversight representatives understand that some information will be confidential and commit to honor that confidentiality by not sharing or divulging any information so defined.
2. The Partners will attend all progress meetings with the CPMT, to stay abreast of all project activities and when warranted, may also attend, as observers, partnering sessions and progress meetings with the contractor. The CPMT will provide a list of current and anticipated regularly scheduled meetings, and the Partners and CPMT will jointly determine the meetings that would be most useful.
3. Subject to FTA concurrence, the Partners will also attend meetings with the FTA and its PMO. It will be the responsibility of the Partners to secure FTA's agreement to such participation. The CPMT will make the first approach to the FTA.
4. The CPMT will make available to the Partners all project deliverables, reports, plans, procedures, and progress and cost reports for review and comment, which will be performed within the stipulated review period. Should the Partners not provide comments by the due date, the CPMT may assume that they are not forthcoming.
5. The Partners will review progress and cost reports and provide comments.
6. The Partners will participate in consultant selection panels and proposal/bid reviews.
7. The Partners will monitor quality through regular discussions with the Quality Assurance Manager.
8. The Partners will be members of the Risk Management team and participate in all Risk Management meetings and receive copies of the original risk register, its monthly updates, and reports.
9. The CPMT will institute a Configuration Management Board (CMB), with one representative each from San Francisco, CHSRA, and VTA as voting members, to review all proposed changes, regardless of whether they are owner, designer, or contractor originated, to determine merit, agree on quantum, and ultimately authorize all changes for the project. The Partners agree that their representative to the CMB will have the appropriate technical and Project Management background. No member of the CMB will have Veto power.
10. The Partners will provide support to the CPMT on funding and financing issues.
11. The Partners will review and approve project invoices submitted to their respective Agencies and assure that they are processed on a timely manner.
12. The Partners will assist the CPMT with development of grant amendments and funding requests which are submitted to their respective Agencies for approval.