

San Mateo County Express Lanes Joint Powers Authority
(SMCEL-JPA)
Board of Directors Meeting Notice

Meeting No. 46

Date:	Friday, March 10, 2023	Join by Webinar:	https://us02web.zoom.us/j/88510785844?pwd=clAvaTFYdFJaTWpwbk1jTmx4ZU1zUT09
Time:	9:00 A.M.		
Location:	San Mateo County Transit District Office 1250 San Carlos Ave, 2 nd Fl. Auditorium, San Carlos, CA	Webinar ID: 885 1078 5844	Password: 031023
		Join by Phone: (669) 900-6833	

Board of Directors: Rico E. Medina (Chair), Alicia Aguirre (Vice Chair), Gina Papan, Emily Beach, Michael Salazar and Carlos Romero

*****HYBRID MEETING - IN-PERSON AND BY VIDEOCONFERENCE*****

This meeting of the SMCEL-JPA Board of Directors will be held in person and by teleconference pursuant to Government Code Section 54953(e). Members of the public will be able to participate in the meeting remotely via the Zoom platform or in person at the location above. For information regarding how to participate in the meeting, either in person or remotely, please refer to the instructions at the end of the agenda.

1.0 CALL TO ORDER/ ROLL CALL

2.0 PUBLIC COMMENT ON ITEMS NOT ON THE AGENDA

Note: Public comment is limited to two minutes per speaker. Members of the public who wish to address the Board should complete a speaker's slip to make a public comment in person or raise their hand in Zoom to speak virtually.

3.0 APPROVAL OF CONSENT AGENDA

This item is to set the final consent and regular agenda, and to approve the items listed on the consent agenda. All items on the consent agenda are approved by one action. There will be no separate discussion on these items unless members of the Board, staff, or public request specific items to be removed for separate action.

- 3.1 Approval of the minutes of Board of Directors regular business meeting No. 45 dated February 9, 2023.

ACTION p. 1

3.2 Accept the Sources and Uses of Funds for the FY23 Period Ending January 31, 2023. ACTION p. 6

3.3 Review and approve Resolution SMCEL 23-06 approving the License Agreement between the City of San Mateo and SMCEL-JPA for Express Lanes toll facilities within the City Rights of Way.

ACTION p. 8

4.0 REGULAR AGENDA

4.1 Receive update on the US 101 Express Lanes operations from Whipple Ave. to the San Mateo /Santa Clara County line. INFORMATION p. 39

4.2 Receive an update on the opening of the US 101 Express Lane northern segment. INFORMATION

5.0 REPORTS

- a) Chairperson Report.
- b) Member Communication.
- c) Executive Council Report - Executive Council Verbal Report.
- d) Policy/Program Manager Report.

6.0 WRITTEN COMMUNICATIONS

None.

7.0 NEXT REGULAR MEETING

April 14, 2023

8.0 ADJOURNMENT

PUBLIC NOTICING: All notices of San Mateo County Express Lanes Joint Powers Authority Regular Board meetings, standing committee meetings, and special meetings will be posted at the San Mateo County Courtyard, 555 County Center, Redwood City, CA.

PUBLIC RECORDS: Public records that relate to any item on the open session agenda for a regular Board meeting, standing committee meeting, or special meeting are available for public inspection. Those public records that are distributed less than 72 hours prior to a regular Board meeting are available for public inspection at the same time they are distributed to all members, or a majority of the members, of the Board. The Board has designated the location of 555 County Center, 5th Floor, Redwood City, CA 94063, for the purpose of making public records available for inspection. Please note this location is temporarily closed to the public; please contact Mima Crume at mcrume@smcgov.org to arrange for inspection of public records.

PUBLIC PARTICIPATION: Please refer to the first page of this agenda for instructions on how to participate in the meeting. Persons with disabilities who require auxiliary aids or services in attending and participating in this meeting should contact Mima Crume at (650) 599-1406, five working days prior to the meeting date.

Written comments should be emailed in advance of the meeting. Please read the following instructions carefully:

1. Your written comment should be emailed to mcrume@smcgov.org.
2. Your email should include the specific agenda item on which you are commenting or note that your comment concerns an item that is not on the agenda.
3. Members of the public are limited to one comment per agenda item.
4. The length of the emailed comment should be commensurate with the two minutes customarily allowed for verbal comments, which is approximately 250-300 words.
5. If your emailed comment is received at least 2 hours prior to the meeting, it will be provided to the SMCELJPA Board members, made publicly available on the Express Lanes website along with the agenda. We cannot guarantee that emails received less than 2 hours before the meeting will be read during the meeting, but such emails will be included in the administrative record of the meeting.

Spoken comments will be accepted during the meeting through Zoom. Please read the following instructions carefully:

1. The SMCEL-JPA Board meeting may be accessed through Zoom at the online location indicated at the top of this agenda.
2. You may download the Zoom client or connect to the meeting using an internet browser. If using your browser, make sure you are using a current, up-to-date browser: Chrome 30+, Firefox 27+, Microsoft Edge 12+, Safari 7+. Certain functionality may be disabled in older browsers including Internet Explorer.
3. You will be asked to enter an email address and name. We request that you identify yourself by your name as this will be visible online and will be used to notify you that it is your turn to speak.
4. When the SMCEL-JPA Clerk or Chair call for the item on which you wish to speak, click on "raise hand" and if you joined the meeting by phone, dial *9 to raise your hand. The Clerk will activate and unmute speakers in turn. Speakers will be notified shortly before they are called on to speak. If calling in via phone, when called upon press *6 to unmute.
5. When called, please limit your remarks to the time allotted.

If you have any questions about this agenda, please contact:
Mima Crume, Clerk - (650) 599-1406

San Mateo County Express Lanes Joint Powers Authority Board of Directors Meeting Minutes

Meeting No. 45
February 10, 2023

In compliance with Governor's Executive Order N-29-20, and pursuant to the Shelter-in-Place Order issued by the San Mateo County Health Officer, this meeting was conducted via remote conferencing.

Board of Directors: Rico E. Medina (Chair), Alicia Aguirre (Vice Chair), Gina Papan, Emily Beach, Michael Salazar and Carlos Romero

1.0 CALL TO ORDER/ ROLL CALL

Chair Rico E. Medina called the meeting to order at 9:00 a.m. Roll call was taken.

Members Present:

C/CAG Members: Alicia Aguirre, Gina Papan, Michael Salazar

SMCTA Members: Rico E. Medina, Emily Beach, Carlos Romero

Members Absent:

None.

Staff Present:

Sean Charpentier – Executive Council

April Chan - Executive Council

Mima Crume – Clerk of the Board

Tim Fox – Legal Counsel

Kaki Cheung, Van Ocampo, Kim Springer, Jeff Lacap – C/CAG staff supporting SMCEL-JPA

Kathleen Kelly, Connie Mobley-Ritter, Ladi Milard-Olmeda – SMCTA staff supporting SMCEL-JPA

Lacy Vong, Christa Cassidy, Samantha Soules, Monique Fuhrman, Amanda Parham – HNTB

Other members of staff and the public were in attendance.

2.0 BRIEF OVERVIEW OF TELECONFERENCE MEETING PROCEDURES

Clerk Crume gave a brief overview of the teleconference meeting procedures.

3.0 PUBLIC COMMENT ON ITEMS NOT ON THE AGENDA

Note: Public comment is limited to two minutes per speaker.

Clerk Crume reported that there were no public comments.

4.0 APPROVAL OF CONSENT AGENDA

This item is to set the final consent and regular agenda, and to approve the items listed on the consent agenda. All items on the consent agenda are approved by one action. There will be no separate discussion on these items unless members of the Board, staff or public request specific items to be removed for separate action.

- 4.1 Review and approval of Resolution SCMEL 23-03 finding that, as a result of the continuing COVID-19 pandemic state of emergency declared by Governor Newsom, meeting in person would present imminent risks to the health or safety of attendees. APPROVED
- 4.2 Approval of the minutes of Board of Directors regular business meeting No. 44 dated January 13, 2023. APPROVED
- 4.3 Accept the Sources and Uses of Funds for the FY23 Period Ending December 31, 2022. APPROVED
- 4.4 Review and approve the corrected 2023 calendar of SMCEL-JPA Board Meetings. APPROVED
- 4.5 Review and approval of Resolution SMCEL 23-05, authorizing the Executive Council of San Mateo County Express Lanes Joint Powers Authority (SMCEL-JPA) to execute the Amendment to the Cooperative Agreement between the Bay Area Infrastructure Financing Agency (BAIFA), SMCEL-JPA, San Mateo County Transportation Authority (SMCTA) and City/County Association of Governments of San Mateo (C/CAG), making available excess funds from the Toll System Integration Phase of the SM101 Express Lanes Project for the construction of the highway landscaping phase. APPROVED

Director Salazar MOVED to approve the consent agenda items 4.1 and 4.5. Vice Chair Aguirre SECONDED. Roll call was taken. **MOTION CARRIED 6-0-0**

5.0 REGULAR AGENDA

- 5.1 Approval of Resolution SMCEL 23-02 on the Amendment of the Fiscal Year (FY) 2023 SMCEL-JPA Revised Budget. APPROVED

The Board received a presentation on the Fiscal Year 2023 SMCEL-JPA Revised Budget. The adopted budget reflected 12 months of the southern segment. The revised budget reflects the updated estimates for the Southern segment, based on actual numbers, along with the addition of the Northern segment figures. Staff is proposing to amend the categories of Toll Revenue, Toll Operations & Maintenance (BAIFA), FasTrak Customer Service (BATA), Express Lane Enhanced Enforcement (CHP) and Insurance & Interest Expenses.

Director Beach MOVED to approve items 5.1. Director Romero SECONDED.
Roll call was taken. **MOTION CARRIED 6-0-0**

- 5.2 Receive update on the US 101 Express Lanes operations from Whipple Ave. to the San Mateo /Santa Clara County line, in addition to a presentation on the Community Transportation Benefits Program and associated marketing efforts. INFORMATION

The Board received a presentation update on the US 101 Express Lanes operations and Community Transportation Benefits Program and associated marketing efforts. December was a good month for the express lanes. Average volumes dropped slightly potentially due to the shift in traffic patterns from the holidays. Speed differentials were staying consistent at about 8 to 12 mph. The average posted toll were slightly up in the northbound direction but down on the southbound, but the numbers are still within the expected historical ranges. The protentional revenue is slightly down as a whole. The O&M cost continue to be less than the toll revenue, and the Declared Occupancy remains consistent with previous months.

With regards to the Community Transportation Benefits Program Enrollment, in the period between April 25 and December 31, 2022, 246 FasTrak transponders and 1,151 Clipper cards were distributed. A majority of the participants had no annual income at 59%, 32% of the participants reported that they made less than \$25K a year. Daly City and South San Francisco comprised the majority of program enrollment. There were 304 new enrollments in last quarter. Hispanics make up the majority of participants at 46%, followed by Asian or Asian American participants at 29%. One survey question aimed at understanding how the participants will use the benefit. Most participants frequently say they with use the benefit to get food or run other household errands, to get healthcare and to get to work. The marketing objectives for Community Transportation Benefits program is to increase overall awareness, focusing on equity priority communities. Enhance existing partnership with Samaritan House and Core Agencies by providing marketing collateral for distribution amount their clientele is a major goal. Other goals of the marketing campaign is to identify and engage CBOs and transportation partners to extend the reach of the program to eligible residents who may not be connected to Samaritan House and the Core Agencies. Staff continues to build the brand presence for this new program to optimize visibility.

Director Papan asked if they could get more detailed information on the core services. Christa Cassidy said that Star Vista and Cora organizations would be included in phase 2 of the outreach. In addition, Director Papan asked it would be helpful to get the word out to the school administrative offices.

Director Romero commented that he used the QR code on the marketing collateral, and asked if one needs a case manager to enroll. In the event that one does not have a case manager, will the program participant be assigned one. Christa said yes, and a case manager would help participants sign up for the benefit and simultaneously check to see if the participant is eligible for any other

benefits. Director Romero added that the benefit program may need to build a greater presence through other entities to increase enrollment.

Laura Bent, CEO of Samaritan House, added to the discussion that the Core Agencies are the central generalist in the County that is expected to work with people who are underserved and go through their network. One does not necessarily have to register as a core service client to gain access to the benefit.

Director Beach asked if the partner tool kits, posters and flyers, could be uploaded to our website. Amanda Parham said yes and added that in phase 2, a partner tool kit will be developed.

Vice Chair Aguirre agreed with Director Romero on simplifying the intake process.

Director Salazar added that it is important to work with partners to verify eligibility, although the goal is not to make it difficult to participate in the program.

- 5.3 Review and Approval of Resolution SMCEL 23-04 authorizing the negotiations and execution of a funding agreement amendment to the agreement with Samaritan House for the continuation of administrative services for the San Mateo 101 Express Lanes Community Transportation Benefits Program, extending the contract term through the end of Fiscal Year 2024 for an additional amount not to exceed \$50,000. APPROVED

The Board received a brief presentation to continue to work with Samaritan House and the Core Service Agencies to get benefits into the hands of those who need the assistance. This funding agreement amendment will support continued services of Samaritan House to administer the Program. It will also allow Samaritan House to contract with a third-party to assist the Core Service Agencies with program enrollment, as staff capacity has been raised by the Core Service Agencies as a barrier to getting more participants enrolled in the Program.

Director Romero asked if this is an overarching contract for the overall administration with the other core agencies or is this specific to enhancing Samaritan Houses participation. Laura Bent responded that this is to support all of the core agencies.

Public Member Nidal Tuqan thanked the Board, C/CAG, TA and all those who worked on this program. He is thrilled to see the progress. He would like to share the program success with other Caltrans departments.

Director Beach MOVED to approve items 5.3. Director Salazar SECONDED. Roll call was taken. **MOTION CARRIED 6-0-0**

- 5.4 Receive an update on the opening of the US 101 Express Lane northern segment. INFORMATION

Both the TA and C/CAG Boards have received detailed presentations on the construction project of the remaining northern segment between Whipple and I-380. Toll commencement is expected in March.

6.0 REPORTS

a) Chairperson Report.

None.

b) Member Communication.

None.

c) Executive Council Report - Executive Council Verbal Report.

Sean Charpentier reported that the state of emergency will expire this month. The JPA is planning to return to in-person meetings beginning in March. Staff will send out an email with directions on how to administer and comply with AB 2449.

d) Policy/Program Manager Report.

Lacy Vong appreciates the comments by Nidal, and other suggestions made by the Board. She will touch base with Nidal from Caltrans to share available information. She also added that a training and meeting was held with CHP last month.

7.0 WRITTEN COMMUNICATIONS

None.

8.0 NEXT REGULAR MEETING

March 10, 2023

9.0 ADJOURNMENT – 10:01 a.m.

San Mateo County Express Lanes Joint Powers Authority Agenda Report

Date: March 10, 2023

To: San Mateo County Express Lanes Joint Powers Authority (SMCEL-JPA) Board of Directors

From: Executive Council

Subject: Accept the Sources and Uses of Funds for the FY23 Period Ending January 31, 2023

(For further information, contact Kathleen Kelly, Interim CFO, at 650-508-6466)

RECOMMENDATION

That the SMCEL-JPA Board accepts and enters into the record the Sources and Uses of Funds for the FY23 Period ending on January 31, 2023.

The statement columns have been designed to provide the year to date actuals through January 31, 2023 and the annual budget for the current fiscal year.

BACKGROUND

Year to Date Sources of Funds: As of January 2023, the Total Sources of Funds are \$4.6 million. It is mainly comprised of toll revenues (\$3.8 million), loan advances (\$0.4 million) under the two operating loan agreements between the SMCEL-JPA, the San Mateo County Transportation Authority, and the City/County Association of Governments of San Mateo County, and the FY21 Carryforward Balance from SMCTA & CCAG (\$0.2 million).

Year to Date Uses of Funds: As of January 2023, the Total Uses of Funds are \$3.6 million. Major expenses are in the categories of FasTrak customer service costs (\$1.1 million), toll operations and maintenance costs (\$0.9 million), consultant costs (\$0.6 million), staff support costs (\$0.3 million), and insurance costs (\$0.2 million).

Budget Amendment: There are no budget amendments for the month of January 2023.

Other Information:

Loan payables represent loan advance payments received since the formation of the SMCEL-JPA from the San Mateo County Transportation Authority and the City/County Association of Governments of San Mateo County. Loan advances will be repaid on a monthly basis and no later than five years after the San Mateo County 101 Express Lanes Project begins operations and receives toll revenues.

ATTACHMENT

1. Sources and Uses of Funds Fiscal Year 2023 (January 2023)

SAN MATEO COUNTY EXPRESS LANE JPA
SOURCES AND USES OF FUNDS
Fiscal Year 2023
January 2023

		BUDGET	
		As of 01/31/23	Annual
SOURCES OF FUNDS:			
1	Toll Revenue	\$ 3,845,973	\$ 4,460,000
2	Allocated Bond Funds	164,572	635,000
3	SMCTA Measure A (ACR TDM)	-	400,000
4	Carryforward Balance from SMCTA & CCAG	192,109 *	192,109
5	Advance from the City/County Association of Governments of San Mateo County	120,825	1,350,000
6	Advance from the San Mateo County Transportation Authority	229,454	1,915,185
7	Additional advance from SMCTA	-	622,667
TOTAL SOURCES OF FUNDS		\$ 4,552,933	\$ 9,574,961
USES OF FUNDS:			
8	Staff Support	\$ 253,384	\$ 839,628
9	Administrative Overhead	158,013	106,055
10	Seminar/Training & Business Travel	-	20,000
11	Audit & Bank Fees	822	15,160
12	Office Supplies	-	3,000
13	Printing and Information Svcs	-	5,000
14	Promotional Advertising	12,762	50,000
15	Utilities	18,468	50,000
16	Software Maintenance & License	26,205	32,000
17	Legal Services	5,179	60,000
18	Consultant	644,273	1,811,000
19	Express Lane Maintenance	-	444,000
20	Toll Operations and Maintenance	918,418	2,751,000
21	FasTrak Customer Service	1,072,515	1,885,500
22	Express Lane Enhanced Enforcement	42,529	215,000
23	Equity Program Administration and Costs	164,572	1,035,000
24	Insurance	203,777	228,218
25	Miscellaneous	52,874	24,400
TOTAL USES OF FUNDS		\$ 3,573,791	\$ 9,574,961
PROJECT SOURCES OVER USES		\$ 979,142	\$ -
Note:			
* Represents FY21 Operating Surplus.			
Additional Information:			
Loan payables to the City/County Association of Governments of San Mateo County		\$ 2,849,762	
Loan payables to the San Mateo County Transportation Authority		\$ 3,444,689	

San Mateo County Express Lanes Joint Powers Authority Agenda Report

Date: March 10, 2023

To: San Mateo County Express Lanes Joint Powers Authority (SMCEL-JPA) Board of Directors

From: Executive Council

Subject: Review and approve Resolution SMCEL 23-06 approving the License Agreement between the City of San Mateo and SMCEL-JPA for Express Lanes toll facilities within the City Rights of Way.

(For further information please contact Van Dominic Ocampo at vocampo@smcgov.org)

RECOMMENDATION

Review and approve Resolution SMCEL 23-06 approving the License Agreement between the City of San Mateo and SMCEL-JPA for Express Lanes toll facilities within the City Rights of Way.

FISCAL IMPACT

There is no fiscal impact associated with the approval of the License Agreement. Insurance liability costs for the Express Lanes facilities within the City's Rights of Way are included in the annually adopted SMCEL-JPA Operating Budget, and maintenance expenses will be added to future budgets.

SOURCE OF FUNDS

None.

BACKGROUND

This San Mateo 101 Express Lanes Project (Project) created 44 miles (22 miles in each direction) of new express lanes along the US 101 between the San Mateo - Santa Clara County Line and Interstate 380 (I-380) in South San Francisco.

The Project was constructed in two segments; the southern segment, from the San Mateo/Santa Clara County Line to Whipple Avenue in Redwood City and the northern segment from Whipple to Interstate-380. On Feb 11, 2022, toll operations began on the southern segment together with Santa Clara Valley Transportation Authority, while commencement of tolling for the northern segment recently began on March 3, 2023.

Some of the facilities necessary for the operations of the Express Lanes were installed outside of Caltrans' Right-of-Way and on the adjacent cities' rights of way. Examples of these facilities include pull boxes, conduits, cables, electrical meters and pedestals, transformers, close circuit televisions (CCTV), etc. A total of 10 License Agreements and a Permanent Encroachment Permit (for Belmont) are needed for both the northern and southern segments of the Express Lanes. Staff has finalized most of the License Agreements and the Permanent Encroachment Permit, except for the ones with Burlingame, Millbrae and San Bruno. Once these remaining draft License Agreements are finalized, it will be presented to the JPA Board for approval.

The City of San Mateo previously issued an encroachment permit for the work to occur within its rights of way. As installation is now complete, it is necessary for the SMCEL-JPA to enter into a License Agreement with the City of San Mateo to document the presence of these facilities.

ATTACHMENTS

1. Resolution SMCEL 23-06
2. Attachment A - License Agreement between the City of San Mateo and SMCEL-JPA

RESOLUTION SMCEL 23-06

RESOLUTION OF THE BOARD OF DIRECTORS OF THE SAN MATEO COUNTY EXPRESS LANES JOINT POWERS AUTHORITY (SMCEL-JPA) AUTHORIZING THE CHAIR TO EXECUTE THE LICENSE AGREEMENT BETWEEN SMCEL-JPA AND THE CITY OF SAN MATEO

RESOLVED, by the Board of Directors of the San Mateo County Express Lanes Joint Powers Authority (SMCEL-JPA) that,

WHEREAS, the San Mateo 101 Express Lanes Project (Project) created 44 miles (22 miles in each direction) of new express lanes along the US 101 between the San Mateo - Santa Clara County Line and Interstate-380 (I-380) in South San Francisco; and

WHEREAS, some of the facilities necessary for the long-term operations of the Express Lanes were installed within the rights of way of the City of San Mateo including, but not limited to, pull boxes, conduits, cables, electrical meters and pedestals, transformers, close circuit televisions (CCTV), etc.; and

WHEREAS, the City of San Mateo owns and controls the public rights of way where these facilities were installed and will remain for the long-term operation of the Express Lanes; and

WHEREAS, the City of San Mateo agrees to allow the installation of these facilities within the public rights of way so long as the Express Lanes is in operation; and

WHEREAS, SMCEL-JPA is responsible for maintaining the facilities at no cost to the City of San Mateo.

NOW THEREFORE BE IT RESOLVED, that the SMCEL-JPA Board of Directors authorizes the Chair to execute the License Agreement between SMCEL-JPA and the City of San Mateo.

PASSED, APPROVED, AND ADOPTED, THIS 10TH DAY OF MARCH 2023.

Rico E. Medina, Chair

LICENSE AGREEMENT

This LICENSE AGREEMENT (“License” or “Agreement”), made and entered into this _____ day of _____ 2023, by and between the City of San Mateo, California, a municipal corporation (“City” or “Licensor”) and the San Mateo County Express Lanes Joint Powers Authority (“Licensee”). Licensor and Licensee may be referred to herein collectively as “the Parties.”

RECITALS

- A. Whereas, the City owns or controls certain parcels, easements or public right-of-way situated in the City of San Mateo, California, as more particularly described in Exhibit A, attached hereto and incorporated herein by reference (the “Property”).
- B. Whereas, Licensee seeks to install certain “Facilities,” as defined in Section 1 - License, for the long-term operation of the San Mateo County Express Lanes Project on the portions of the City’s Property, as more particularly shown in Exhibit A (the “Premises”).
- C. Whereas, as consideration in lieu of a license fee, City has determined the installation of the Facilities to support the San Mateo County Express Lanes Project is beneficial to its citizens and the general public.
- D. Whereas, the City is agreeable to the grant of this Licensee for access and use of the Property for the purpose of installing the Facilities on the Premises subject to the terms and conditions of this License including Licensee’s obligation to maintain the Facilities.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledge, the parties agree as follows:

1. License. Licensor hereby grants to Licensee and its employees, representatives a personal, revocable license ("License") to enter upon the Property to use the Premises to construct, install, operate, maintain, repair, replace, and remove equipment as necessary for the operation of the San Mateo County Express Lanes Project, and as more particularly described in Exhibit A. "Facilities" shall mean infrastructure owned by the San Mateo County Express Lane Joint Powers Authority (SMCEL-JPA) used for tolling purposes. Infrastructure may include but are not limited to service enclosures, transformers, photoelectric unit, and apparatuses supporting these devices, as installed in the City of San Mateo right-of-way in proximity to the following APNs; 107220020, 035087280, 035066440, 033323270, 033136070, 033171140, 033191050, 033073250, 033052060, 0292350020, 029350020, 040411999 and as further detailed and described in Exhibit A.

Licensee, along with its employees, representatives, consultants, contractors, volunteers and/or other persons under its control retained in connection with the construction, installation, operation, maintenance, repair, replacement, and removal of equipment as necessary for the operation of the San Mateo County Express Lanes Project, shall be permitted to use this License unless otherwise prohibited by Licensor. This Agreement grants Licensee a license only and notwithstanding anything to the contrary herein, this License does not constitute a grant by City of any ownership, leasehold, easement or other

property interest or estate whatsoever in the Property, or any portion thereof. Nothing in this Agreement shall be construed as granting or creating any franchise rights pursuant to any federal, state or local laws.

This License is nonexclusive and nonpossessory. Licensee must allow access to the License Area by Licensor and other parties who may be granted access by Licensor. Licensee must coordinate its activities as to not interfere with Licensor's use of the Property.

2. Use. Licensee shall use the Premises solely for purposes of the operation of the San Mateo County Express Lanes Project and will not use it for any other purpose whatsoever without an amendment to this License pursuant to Paragraph 18. Unless specifically provided otherwise herein, the Licensee shall have no right to locate any other surface installation or to install fencing on any part of the Premises.
3. Assumption of the Risk / Waiver of Claims. Licensee accepts the Premises in its existing condition, and without limiting such agreement, Licensee on behalf of itself and its successors and assigns, waives its right to recover from, and forever releases and discharges Licensor from any and all claims, whether direct or indirect, known or unknown, foreseen and unforeseen, that may arise on account of or in any way be connected with the physical or environmental condition of the Premises and any related improvements or any law or regulation applicable thereto or the suitability of the Premises for Licensee's intended use.
4. Term and Termination. The term of this License shall commence upon final approval of the encroachment permit for the work covered by the License and last until this License is terminated. This License may be terminated by mutual consent of the Parties, or for any reason by Licensor upon 90 days written notice. Licensor may terminate this License in the event of Licensee's default of any License provisions and failure to cure within 60 days of written notice provided pursuant to Paragraph 26 of this License.
5. Installation and Conformity with Approved Plans and Specifications. At its own expense, Licensee shall design, install and construct the Facilities of such material, and in a manner that will not at any time be a source of danger to, or interfere with the City's present or future use of the Premises, including but not limited to, use of the Premises as public right-of-way, or the use of the Premises by any utility presently franchised, licensed, or approved by the City with installations in place at the time this License is entered into. If prior to installation, Licensor determines that the Licensee's proposed installation will interfere with existing or proposed City installations or any existing underground installations that predate this License, then Licensee shall at its sole expense redesign the Facilities to eliminate the interference as described by Licensor.

The Facilities shall be constructed, installed, and maintained in conformity with the Licensor-approved plans and specifications, which are incorporated and hereby approved by reference. The Parties agree that the presentation of plans and specifications of the Facilities shall be a discretionary approval of the plan or design by the Licensee and a determination by Licensee that such plans or design are reasonable, and that the approval of the plans and specifications shall be a discretionary approval of the plan or design by the Licensor and a determination by Licensor that the plans and designs are reasonable. Before performing any construction, Licensee or its contractors shall be solely responsible for obtaining all permits

and insurance required by Licensor for work within the right-of-way and will pay all fees and reimburse Licensor for all reasonable and necessary costs incurred in inspecting and supervising the work performed.

After installation of the Facilities, Licensee shall back-fill, compact, repair and repave all resulting trenches, curbs, gutters and pavement to the satisfaction of the Licensor, in accordance with Licensor's standard designs and specifications.

If, in the sole judgment of Licensor, Licensee at any time fails to perform its obligations under this section, Licensor, at its option, may perform whatever work it deems necessary for the public safety, health and welfare, and Licensee shall reimburse Licensor within thirty (30) days after Licensor invoices Licensee for the actual cost to Licensor of performing such work. However, Licensor is not required to perform such work, and any failure by Licensor to perform Licensee's obligations shall not release Licensee from liability for any loss or damage caused by Licensee's failure to perform its obligations.

Installation and maintenance of the Facilities shall be accomplished in a manner which will not unreasonably impede Licensor's access to the Premises or impede its use for operation and maintenance of infrastructure, as determined by Licensor. The timing and manner of such construction, maintenance, and removal shall be done in compliance with the Licensor's requirements.

If the Facilities or any part thereof creates an emergency condition, and Licensor determines that the situation makes it unreasonable to notify Licensee or await action by Licensee, Licensor may take whatever actions it deems necessary to remedy the emergency situation at the sole expense of Licensee and Licensee will reimburse the Licensor within thirty (30) days after the Licensor invoices Licensee for its actual cost of performing such work.

6. Liens and Claims. Licensee will not permit any mechanics', material suppliers', or other similar liens, claims, or stop notices to stand against the Property for labor, material, or services furnished in connection with any activities by Licensee under this Agreement. If any mechanics', material suppliers', or other similar lien is filed against the Property, or any stop notice is served, for work or labor performed or claimed to have been performed, or goods, materials or services furnished or, claimed to have been furnished upon or with respect to the Property at any time during the use of the Property, then unless Licensee elects to contest such lien or stop notice in accordance with the provisions of this section, Licensee shall discharge or cause the discharge of such lien or stop notice within thirty (30) days thereafter whether by payment, release, or posting of a bond or other similar assurance in the amount of one hundred twenty-five percent (125%) of the face amount of any such lien or stop notice. If such lien or stop notice is discharged other than by recorded full release and satisfaction (e.g., by bond), the same must be reasonably satisfactory in form and substance to Licensor. Licensee, at its sole cost and expense, may contest by appropriate legal proceedings, promptly initiated and diligently conducted in good faith, the amount, validity or application in whole or in part of any lien if the effect of such contest or proceedings completely stays any enforcement of the lien or stop notice; provided that (a) Licensee shall indemnify Licensor and defend and hold Licensor harmless from and against all liability, costs, claims, damages, interest penalties and expense in connection with or arising out of

such contest, and (b) Licensee shall prosecute such contest in good faith and with due diligence to a final determination.

7. Removal. If operation of the San Mateo County Express Lanes ends and the Facilities will no longer be used, Licensee agrees to remove the Facilities within one (1) year after the operation's termination.

If Licensee fails to vacate the Premises in accordance with this Agreement, in addition to any remedies available at law, including, without limitation, direct (actual) damages resulting from Licensee's failure to vacate the Premises as required hereunder, Licensor shall be entitled to specific performance of Licensee's obligation to vacate the Premises at the time and in the manner set forth herein.

8. As-Builts. Upon completion of the construction and installation of the Facilities, the Licensee shall promptly provide Licensor with one set of reproducible as-built, record drawings, reflecting construction and installation as actually accomplished.
9. Location Markers and Marking. As deemed necessary by Licensor, Licensee shall furnish, install, and place signs to give notice and location of the Facilities. Licensee shall install permanent markers situated so as not to impede use of the Premises by the City, members of the public or currently franchised, licensed, or approved utilities on each side of the public right-of-way where the Facilities cross the right-of-way. The permanent markers placed inside the Facilities shall indicate the location of the Facilities, the name and address of Licensee, and a telephone contact number for information regarding the Facilities. Licensee shall conduct periodic inspections of the markers to ensure that such markers are legible and in place as required herein. Licensee shall provide access to the Facilities whenever requested to do so by Licensor, any franchised, licensed or approved utility, and any licensed contractor excavating near the Facilities.
10. Indemnity. Licensee agrees to indemnify and hold harmless the City and its elected and appointed officials, agents and employees from any claims, demands, actions, suits, judgments, losses, damages, civil penalties, fines or other proceedings, including attorney's fees (collectively "Claims"), incurred as a result of personal injury or property damage caused by the acts or omissions of Licensee, its employees, agents, representatives, contractors or subcontractors or arising from the failure of the Licensee, its employees, agents, representatives, contractors or subcontractors to perform any act or duty required of the Licensee herein. This indemnity is not applicable to the extent any Claims result from the sole negligence or willful misconduct of Licensor, its employees, agents, representatives, authorized contractors, successors or assigns.

Neither Licensee nor its employees, agents, representatives, contractors or subcontractors shall have any obligation under this indemnity with respect to any Pre-Existing Environmental Condition. "Pre-Existing Environmental Condition" means the presence, emission, disposal, discharge or release of any hazardous material at, in, on, under or about the Property, however caused, existing at the commencement of this License, whether the nature and extent of such contamination is known or unknown at the time. However, Licensee shall indemnify Licensor against any claims, demands, actions, suits, judgments, losses, damages, civil penalties, or fines proximately caused in whole or in part by any

activities by Licensee, its agents, or subcontractor(s) which exacerbates any Pre-Existing Environmental Condition including the release of any hazardous materials as a result of Licensee's use of the Premises. "Exacerbate" for purposes of this section means to make any Pre-Existing Environmental Condition worse by causing damages that would not have occurred but for Licensee's use of the Premises.

11. Insurance. During the Term of this License, Licensee shall obtain and maintain the insurance set forth in Exhibit B to this Agreement.
12. Premises Damage. Licensee shall repair or pay for all actual damages to the Premises, caused by Licensee's activities.
13. Interference. Whenever, after Licensee installs the Facilities, Licenser determines that the Facilities are not located as indicated on as-built plans provided to Licenser by the Licensee, and the Facilities interfere with Licenser's use of the Premises, Licensee shall immediately relocate the Facilities to another location approved in advance by Licenser, at Licensee's sole expense, restoring the surface to its prior condition.

If the Facilities are at the location indicated on the as-built plans provided to Licenser by Licensee and the Facilities interfere with Licenser's use of the Premises, Licenser will provide written notice to Licensee that relocation of the Facilities is required and the Licensee shall relocate the Facilities within ninety (90) days of notice to the new location as approved in advance by Licenser, at Licensee's sole expense, restoring the surface to its prior condition.

14. Interference with Utility. Whenever, after Licensee installs the Facilities, Licenser determines that the Facilities are not located as indicated on as-built plans provided to Licenser by Licensee, the Facilities interfere with the reasonable use of the Premises by a utility holding a franchise, license, or approval issued prior to execution of this License, Licensee shall immediately relocate the facility to a location approved in advance by Licenser. None of the related costs shall be paid by Licenser.

If the Facility is at the location indicated on the as-built plans provided to the City by the Licensee and it is alleged by a utility franchised, licensed, or approved by the City prior to the execution of this License that the Facility interferes with the previously-franchised utility's use of the City's Property, the Licensee shall make a good faith effort to negotiate with the previously-franchised, licensed, or approved utility to resolve any conflict. None of the related costs shall be paid by the City. The Licensee and the previously franchised, licensed, or approved utility shall determine between themselves who will pay the cost of relocation and restoration of the surface. [first in time, first in right]

15. Installation by Third-Party. Unless required by a pre-existing agreement, state or federal law, applicable government regulation, or order from a court of competent jurisdiction, Licenser shall not voluntarily permit, authorize or approve any installation or construction by a third party that would deprive Licensee of, or unreasonably interfere with Licensee's use and enjoyment of, the Premises during the term of the License. If any road, street, sidewalk, passageway, fire alarm, electric light or power line, waterline, storm drain, sanitary sewer line, gas line, telephone pole, telephone line or other utility, appurtenances or

facility is placed along or across the Facilities by any entity other than Licensor, and the construction requires the Licensee to relocate the Facilities, then that entity and the Licensee shall determine between themselves who will pay the cost of relocation and the restoration of the surface. None of the related costs shall be paid by Licensor.

16. Waiver. The waiver by either party of any breach or violation of any term, covenant, or condition of this License shall not be deemed a waiver of such term, covenant, condition, ordinance, or law, or of any subsequent breach or violation of the same or of any other term, covenant, condition, ordinance, or law.
17. Mediation. Should any dispute arise out of this License, either party may request that it be submitted to mediation. The Parties shall meet in mediation within 30 days of a request. The mediator shall be agreed to by the mediating parties. In the absence of an agreement, the Parties shall each submit one name from mediators listed by either the American Arbitration Association, the State Mediation and Conciliation Service, or other agreed-upon service. The mediator shall be selected by a blind draw. The cost of mediation shall be borne equally by the Parties. Neither party shall be deemed the prevailing party. No party shall be permitted to file a legal action without first meeting in mediation and making a good faith attempt to reach a mediated settlement. The mediation process, once commenced by a meeting with the mediator, shall last until agreement is reached by the Parties but not more than 60 days, unless the maximum time is extended by the Parties.

In the event of a legal action, the prevailing party in any dispute under this License shall be paid all of its costs and expenses including, without limitation, reasonable attorney's fees incurred in connection with enforcement of either party's performance of all of its obligations under this License.

18. Entire Agreement. This License contains the entire agreement of the Parties with respect to the subject matter hereof and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith. This License shall not be amended or modified in any way except in writing, executed by the duly authorized representative of each of the Parties. The rights and remedies of the Parties shall be solely and exclusively those herein contained and in lieu of any remedies otherwise available at law or in equity.
19. Counterparts. This License may be executed by facsimile or other electronic means (DocuSign, PDF format, etc.) in any number of counterparts, each of which is an original, but all of which shall constitute one instrument.
20. Binding Effect and Authority. This License is binding upon and inures to the benefit of the successors and/or assigns of the parties. Each individual executing this License on behalf of a party entity represents and warrants that he or she is duly authorized to execute this License on behalf of that party.
21. Compliance with Laws. Licensee, employees, representatives, consultants, contractors, volunteers and/or other persons shall comply with all federal, state, and local laws, ordinances, regulations, rules, and directives any governmental agencies with jurisdiction over the Premises and will not discriminate illegally against any person.

22. Venue and Governing Law. This License is governed by and construed and enforced in accordance with the laws of the State of California. In the event of litigation, venue will be in the County of San Mateo.
23. Construction and Severability. If any part of this License is held to be invalid or unenforceable, the remainder of this License will remain valid and enforceable if the remainder of the License is reasonably capable of completion.
24. Assignment. This License may not be assigned by either party without the prior written consent of the other, which shall not be unreasonable withheld, conditioned, or delayed. This License shall be binding upon and inure to the benefit of each party's respective successors and permitted assigns.
25. Approvals. Each of the Parties hereby represents and warrants that its execution of this Agreement has been duly authorized by all necessary action(s) and constitutes a valid and binding obligation of said party.
26. Notice. For purposes of giving formal written notice to the Licensee, the Licensee's address is:

San Mateo County Express Lanes Joint Powers Authority
555 County Center, 5th Floor
Redwood City, CA 94063

For purposes of giving formal, written notice to Licensor, Licensor's address is:

City of San Mateo
Public Works Department
330 West 20th Avenue
San Mateo, CA 94403

Written notice must be made either personally or by regular United States Mail. If the notice is mailed, the notice will be complete when deposited in the United States Mail, postage paid, and addressed as required in this section. Notice of change of address will be given in the same manner as required by this Section.

[SIGNATURES TO FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, this License Agreement is executed by the undersigned Parties. The Parties hereto further certify that the persons signing this License Agreement is duly authorized to do so.

LICENSEE, San Mateo County Express Lanes Joint Powers Authority

By: _____ (Signature) Dated: _____

Name:

Title:

LICENSOR, City of San Mateo

By: _____ (Signature) Dated: _____

Drew Corbett, City Manager
City of San Mateo

Approved as to form:

_____ (Signature) Dated: _____

Timothy Fox, Legal Counsel
San Mateo County Express Lanes Joint Powers Authority

_____ (Signature) Dated: _____

Linh P. Nguyen, Assistant City Attorney
City of San Mateo

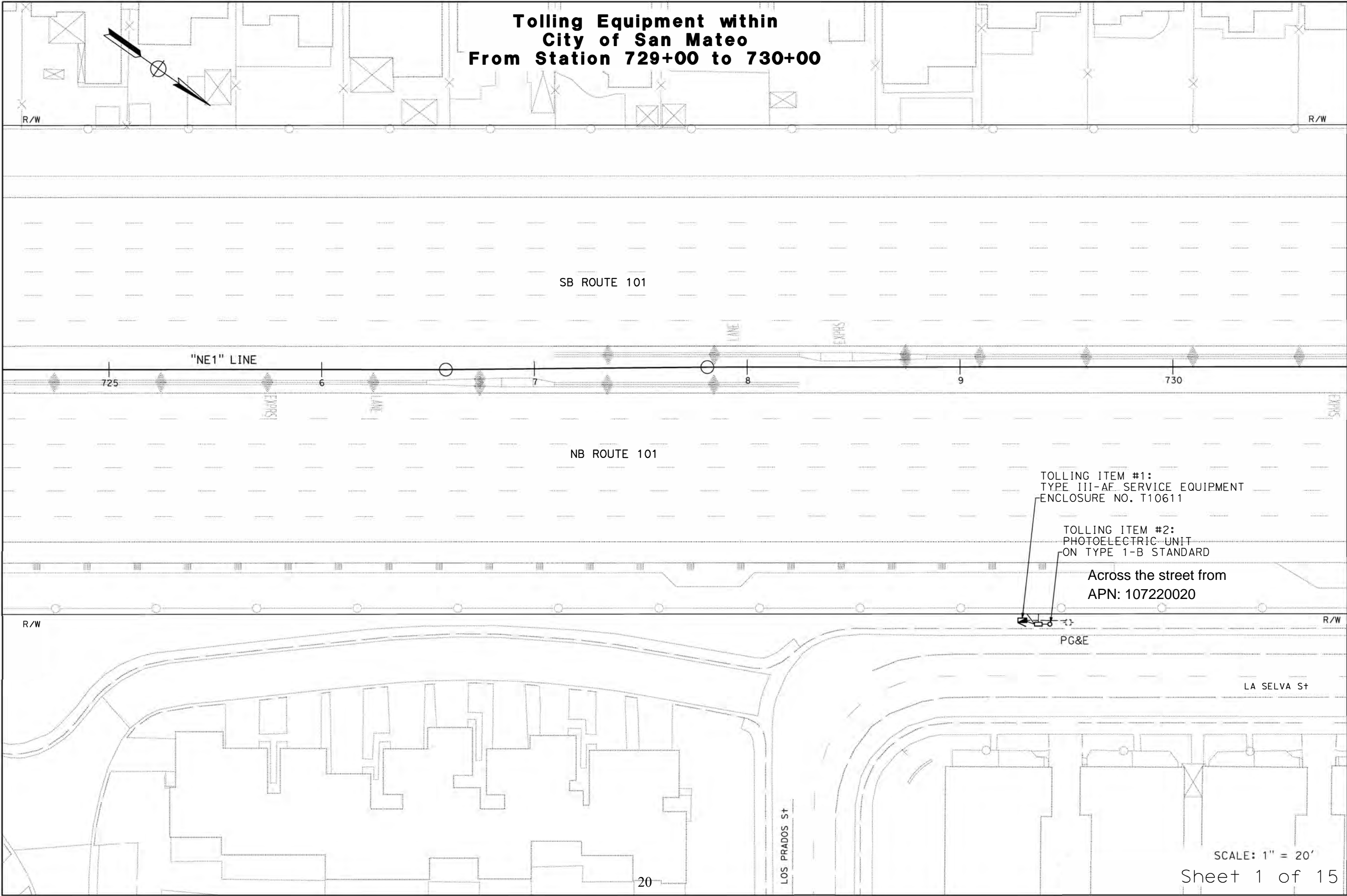
EXHIBITS

Exhibit A – Property and Facilities Location
Exhibit B – Insurance Requirement

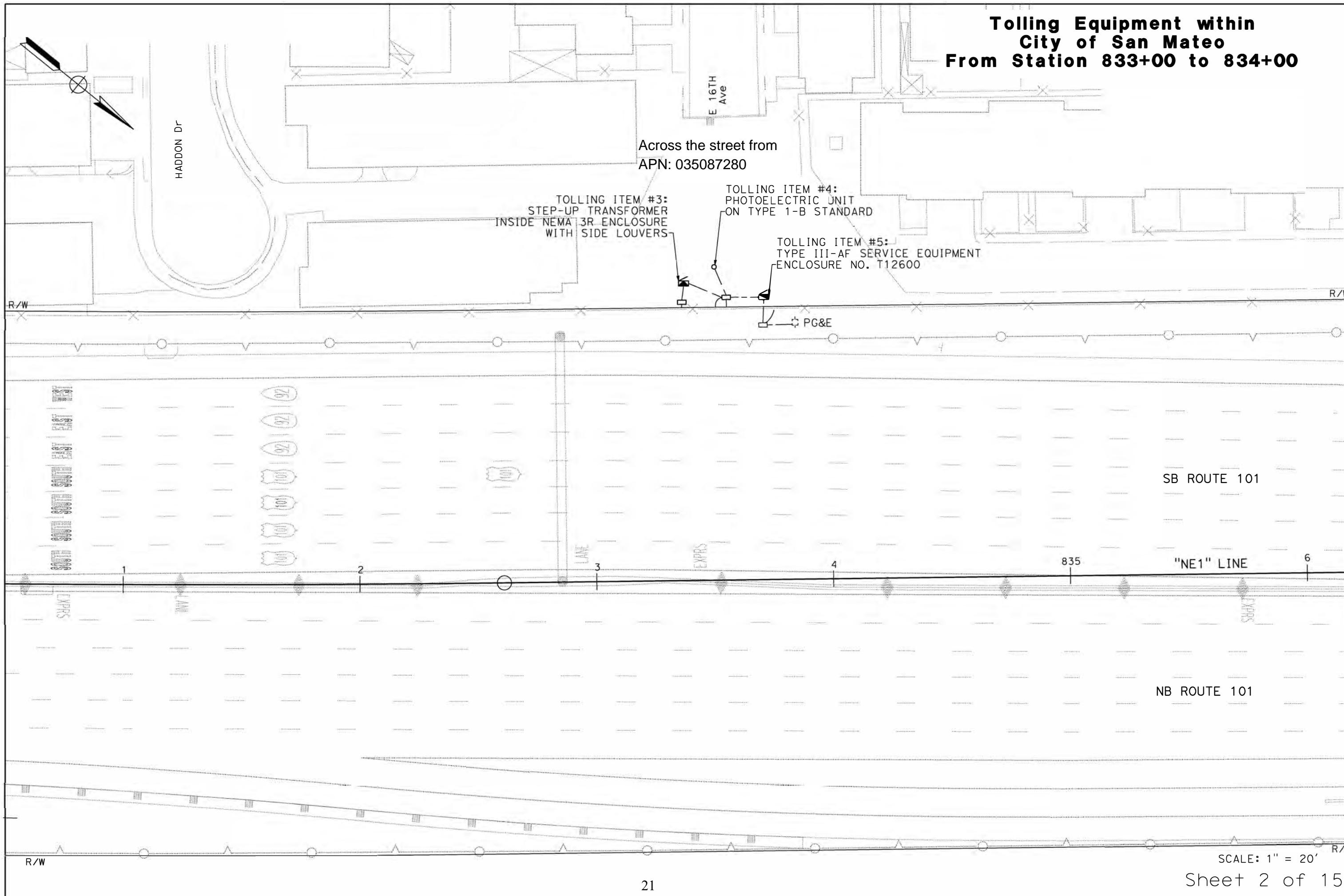
EXHIBIT A

Property and Facility Location

**Tolling Equipment within
City of San Mateo
From Station 729+00 to 730+00**



**Tolling Equipment within
City of San Mateo
From Station 833+00 to 834+00**



**Tolling Equipment within
City of San Mateo
From Station 839+00 to 842+00**

Across the street from APN: 035066440

TOLLING ITEM #6:
TYPE III-AF SERVICE EQUIPMENT
ENCLOSURE NO. T12711

TOLLING ITEM #7:
PHOTOELECTRIC UNIT
ON TYPE 1-B STANDARD

PG&E

S AMPHLETT Blvd

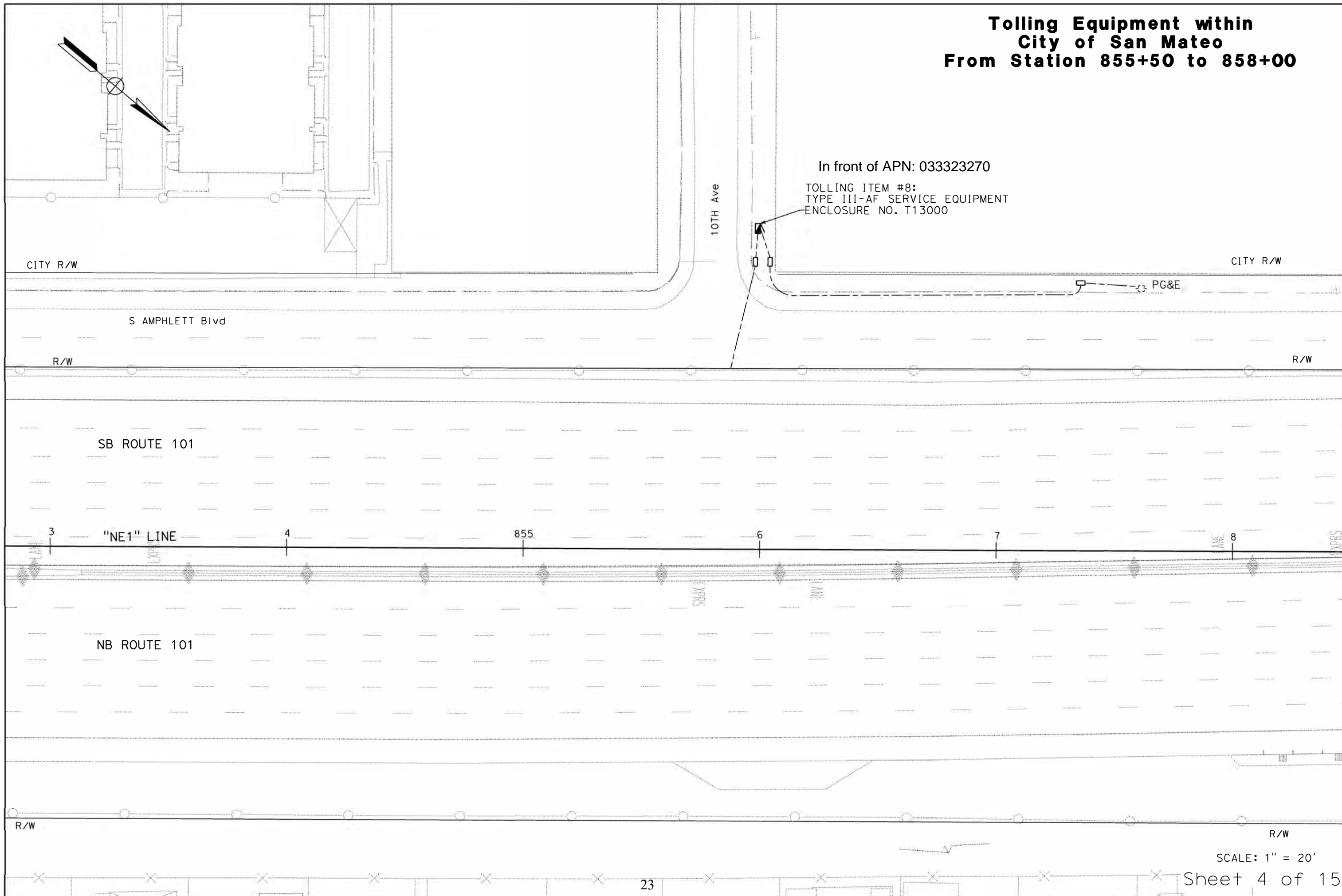
SB ROUTE 101

"NE1" LINE

NB ROUTE 101

SCALE: 1" = 20'

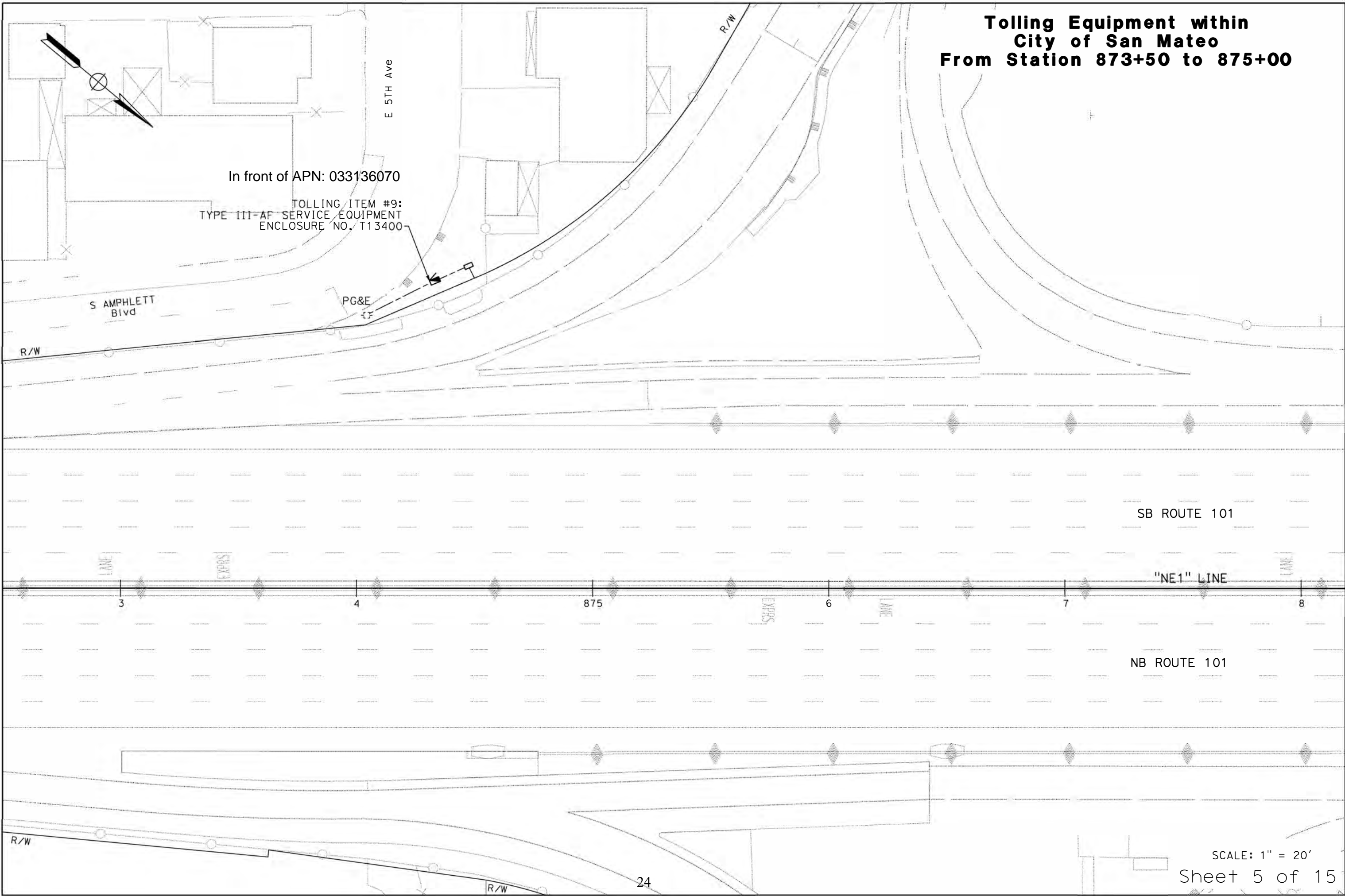
**Tolling Equipment within
City of San Mateo
From Station 855+50 to 858+00**



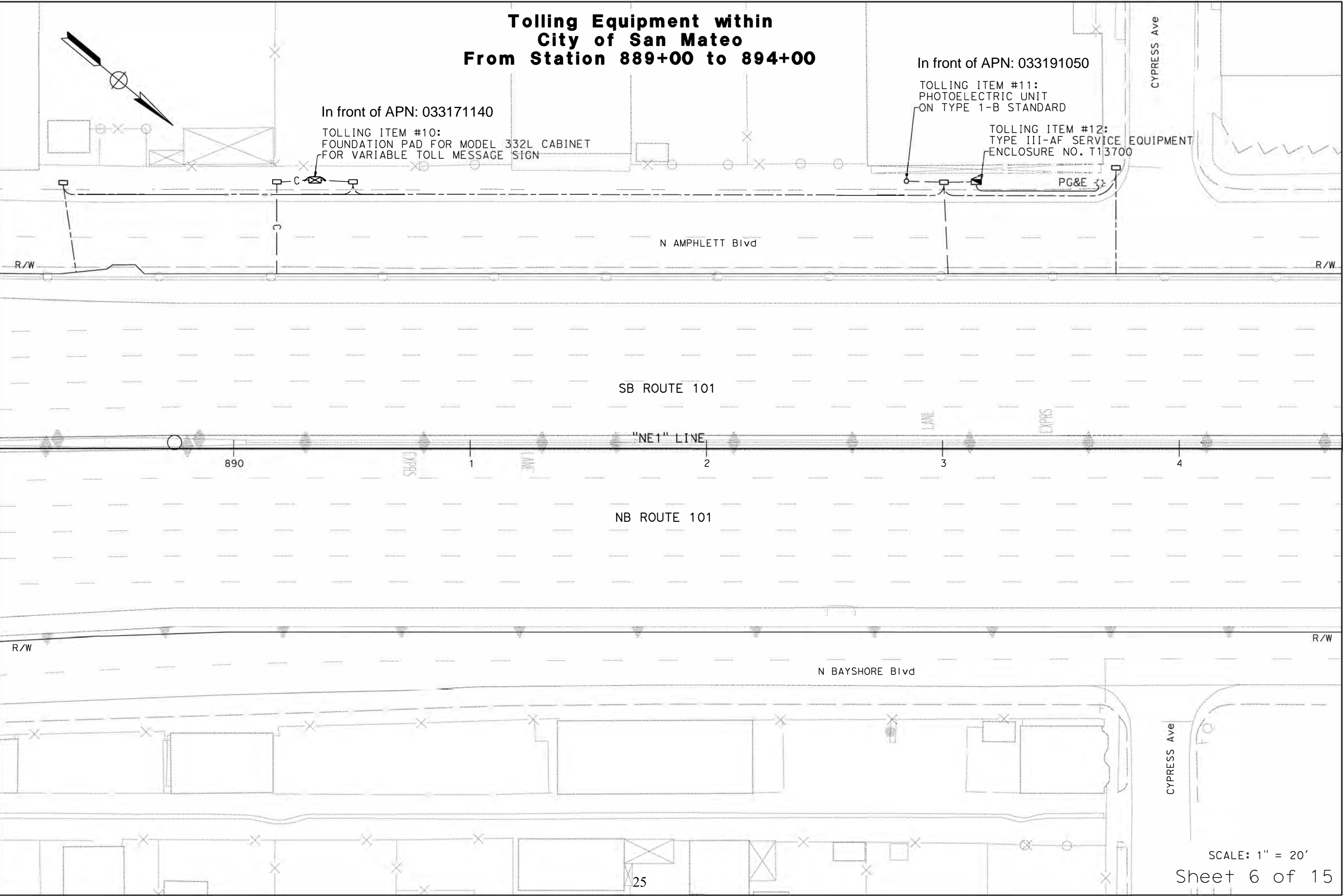
SCALE: 1" = 20'

Sheet 4 of 15

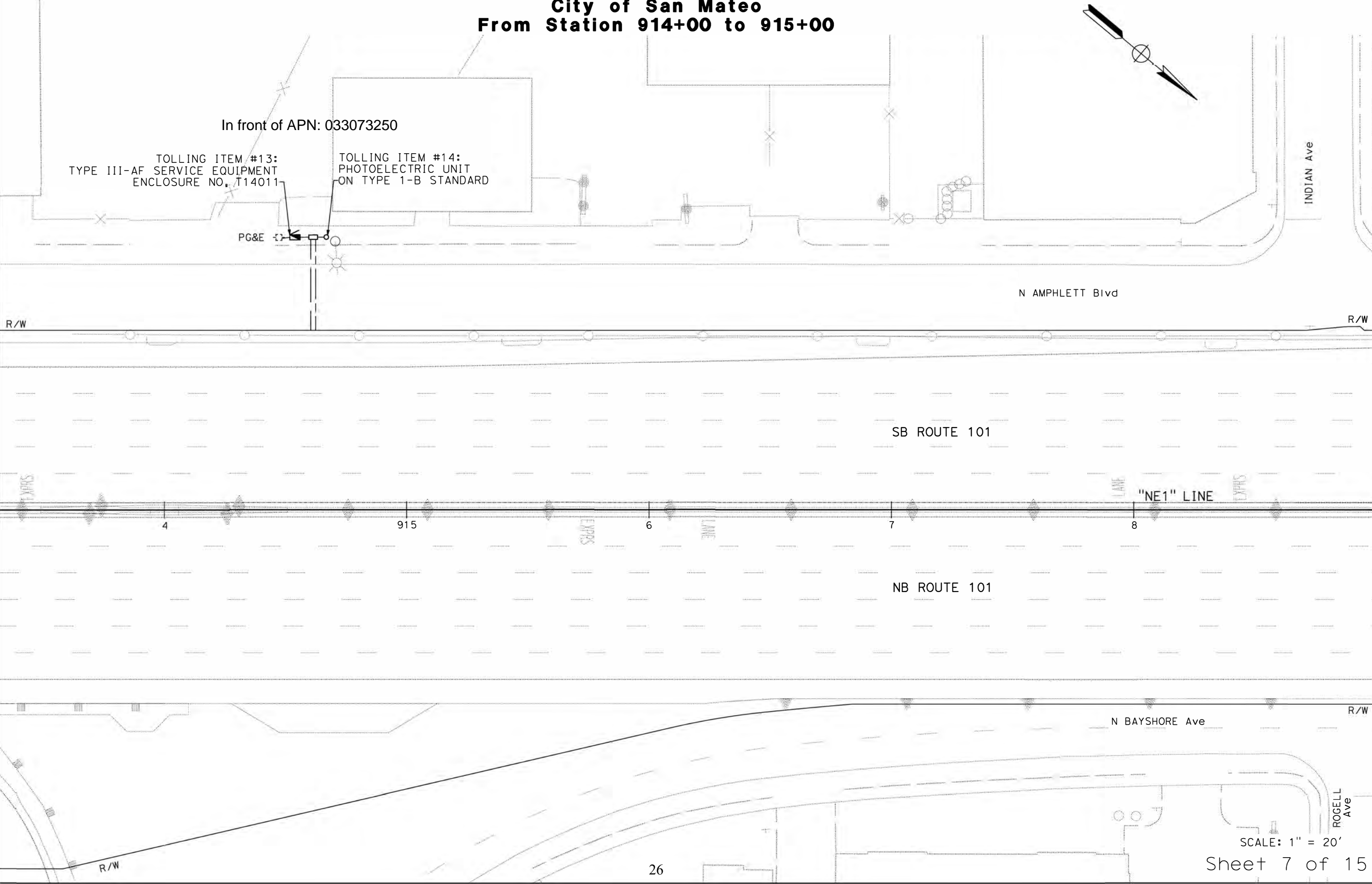
**Tolling Equipment within
City of San Mateo
From Station 873+50 to 875+00**



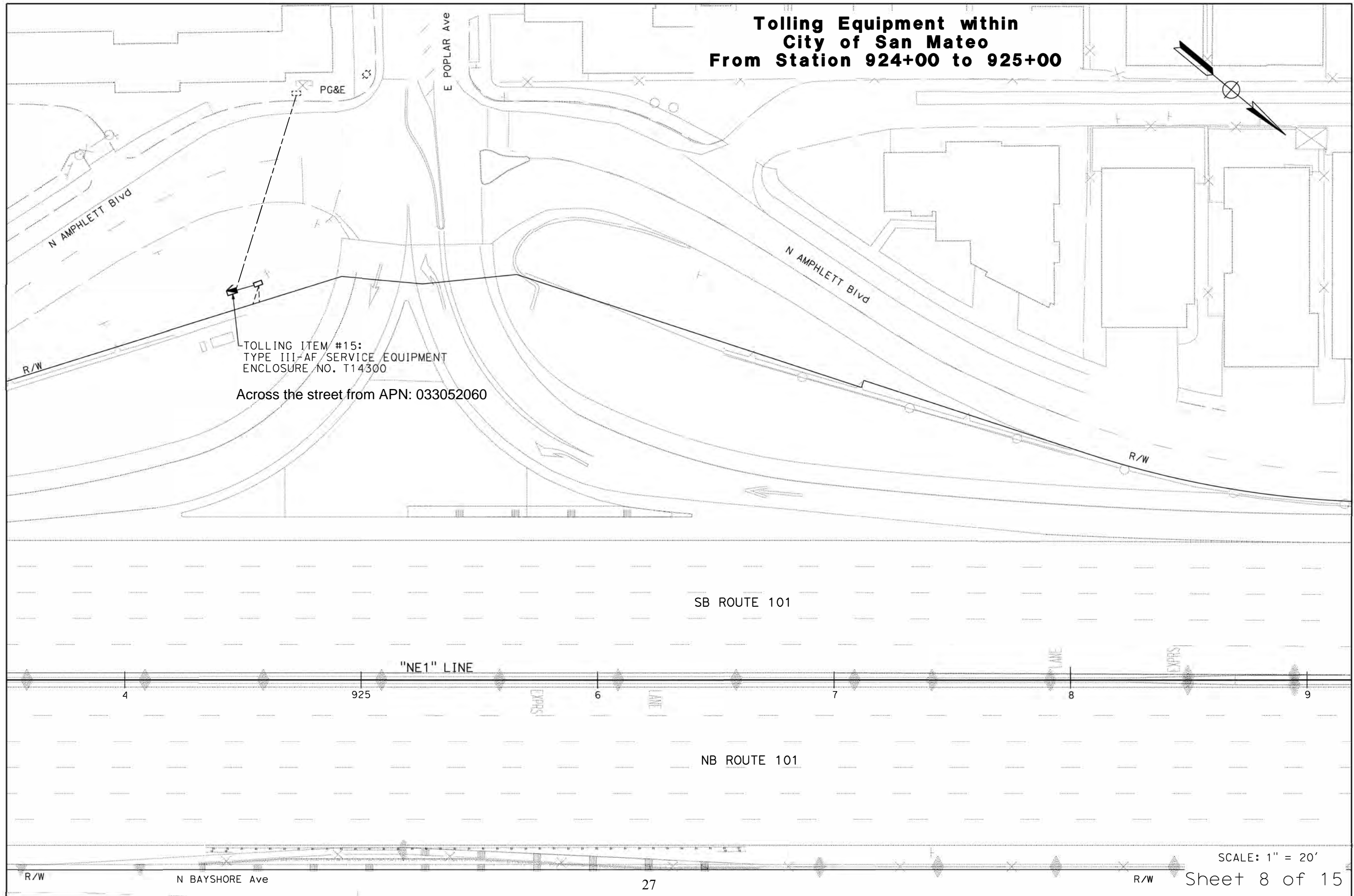
**Tolling Equipment within
City of San Mateo
From Station 889+00 to 894+00**



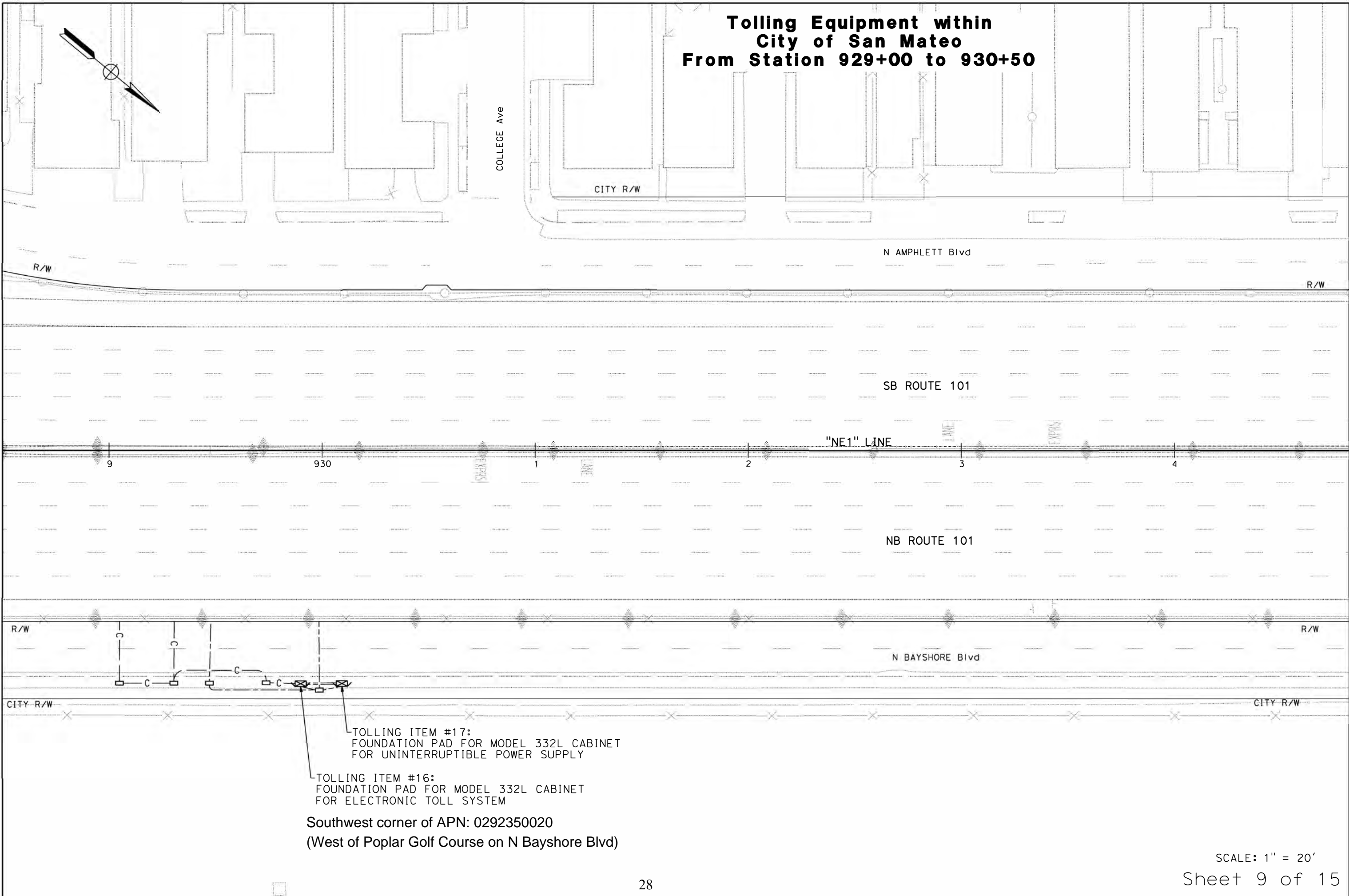
**Tolling Equipment within
City of San Mateo
From Station 914+00 to 915+00**



**Tolling Equipment within
City of San Mateo
From Station 924+00 to 925+00**



**Tolling Equipment within
City of San Mateo
From Station 929+00 to 930+50**

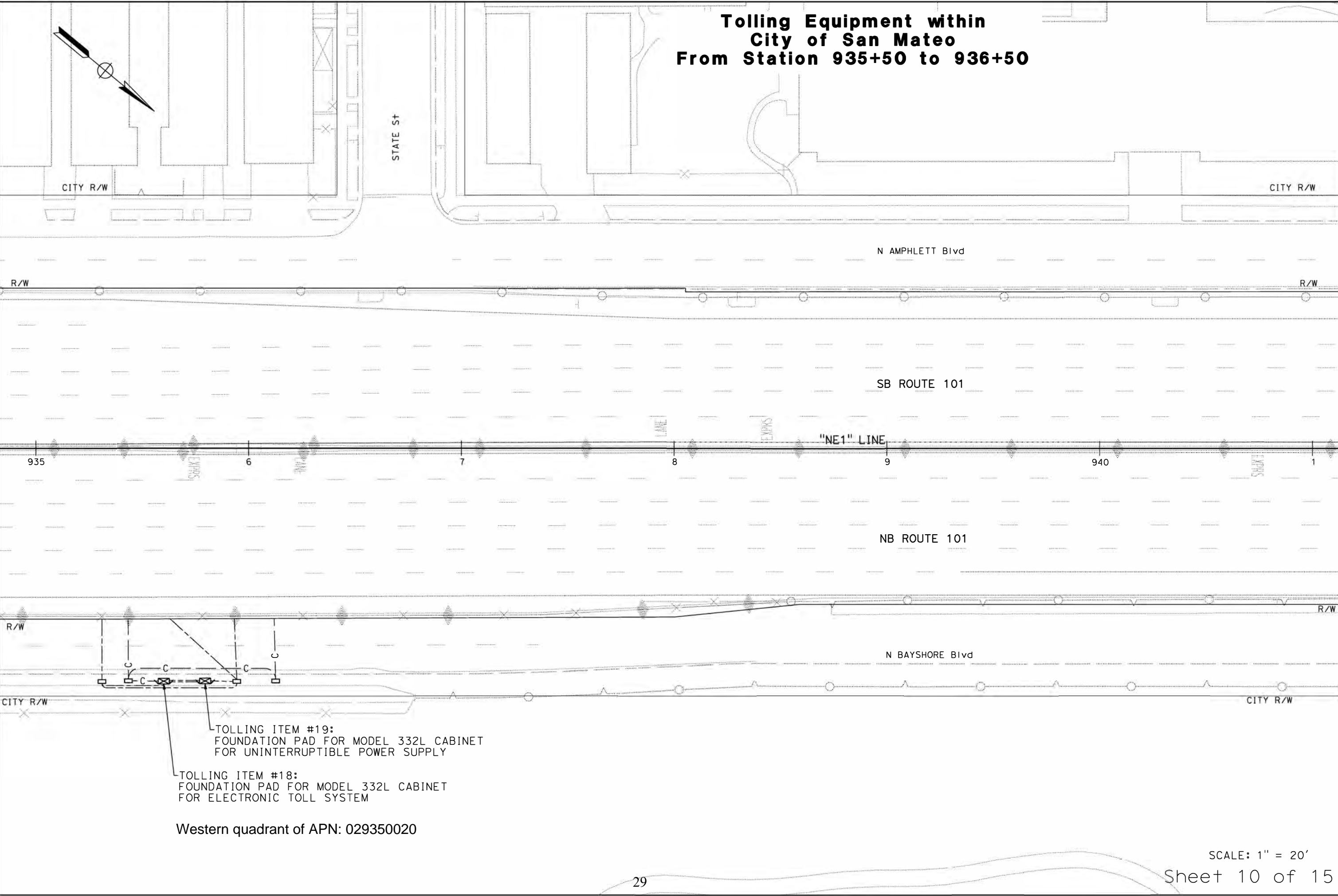


TOLLING ITEM #17:
FOUNDATION PAD FOR MODEL 332L CABINET
FOR UNINTERRUPTIBLE POWER SUPPLY

TOLLING ITEM #16:
FOUNDATION PAD FOR MODEL 332L CABINET
FOR ELECTRONIC TOLL SYSTEM

Southwest corner of APN: 0292350020
(West of Poplar Golf Course on N Bayshore Blvd)

**Tolling Equipment within
City of San Mateo
From Station 935+50 to 936+50**

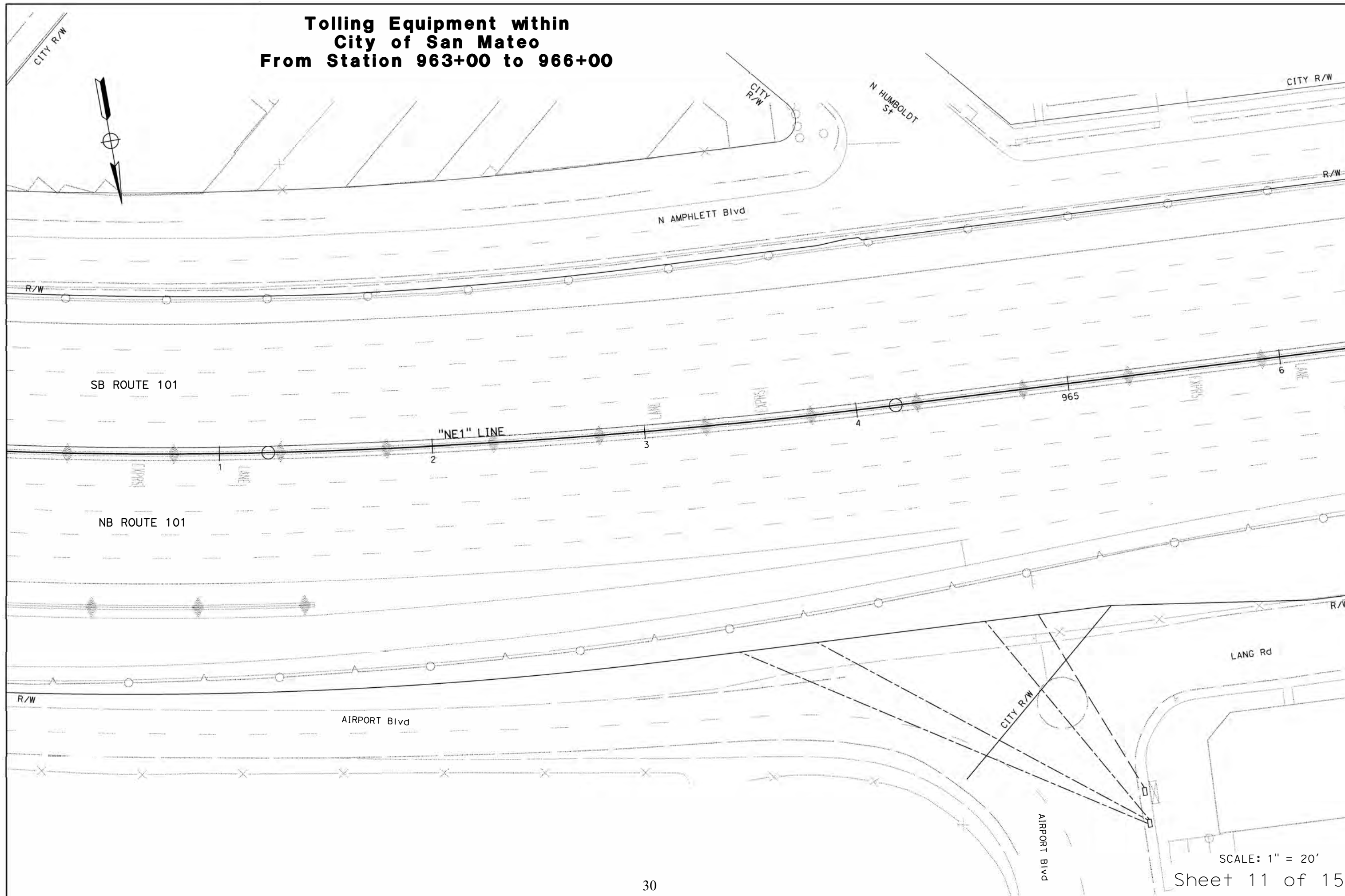


TOLLING ITEM #19:
FOUNDATION PAD FOR MODEL 332L CABINET
FOR UNINTERRUPTIBLE POWER SUPPLY

TOLLING ITEM #18:
FOUNDATION PAD FOR MODEL 332L CABINET
FOR ELECTRONIC TOLL SYSTEM

Western quadrant of APN: 029350020

**Tolling Equipment within
City of San Mateo
From Station 963+00 to 966+00**



Tolling Equipment within City of San Mateo



Tolling Equipment within City of San Mateo

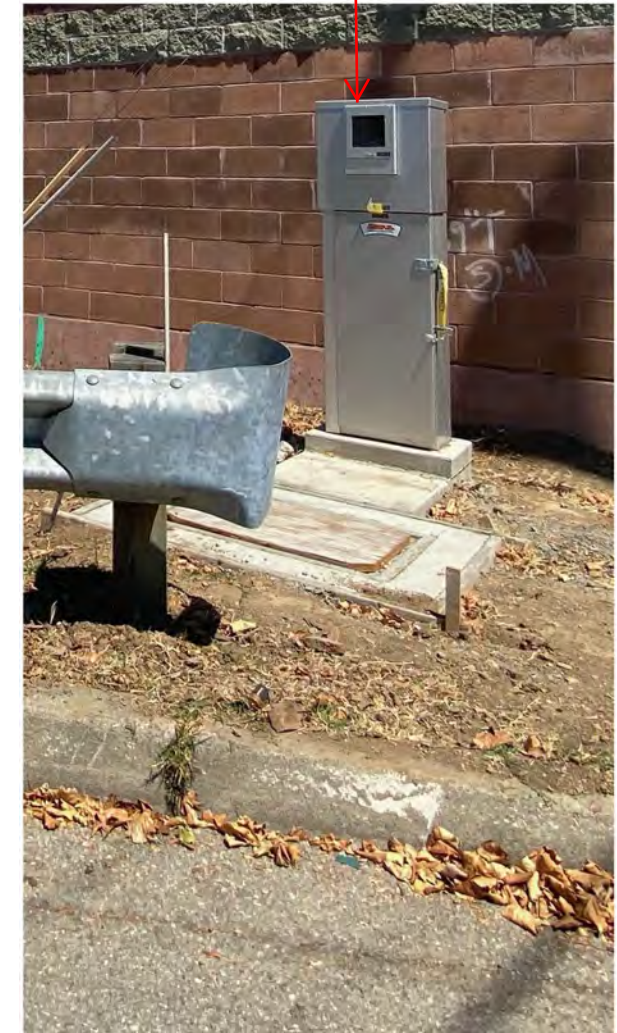
TOLLING ITEM #6:
PHOTOELECTRIC UNIT
ON TYPE 1-B STANDARD



TOLLING ITEM #8:
TYPE III-AF SERVICE EQUIPMENT
ENCLOSURE NO. T13000



TOLLING ITEM #9:
TYPE III-AF SERVICE EQUIPMENT
ENCLOSURE NO. T13400



Tolling Equipment within
City of San Mateo

TOLLING ITEM #14:
PHOTOELECTRIC UNIT
ON TYPE 1-B STANDARD

TOLLING ITEM #13:
TYPE III-AF SERVICE EQUIPMENT
ENCLOSURE NO. T14011

TOLLING ITEM #15:
TYPE III-AF SERVICE EQUIPMENT
ENCLOSURE NO. T14300

TOLLING ITEM #11:
PHOTOELECTRIC UNIT
ON TYPE 1-B STANDARD

TOLLING ITEM #12:
TYPE III-AF SERVICE EQUIPMENT
ENCLOSURE NO. T13700

TOLLING ITEM #10:
FOUNDATION PAD FOR MODEL 332L CABINET
FOR VARIABLE TOLL MESSAGE SIGN



Tolling Equipment within City of San Mateo

TOLLING ITEM #19:
FOUNDATION PAD FOR MODEL 332L CABINET
FOR UNINTERRUPTIBLE POWER SUPPLY

TOLLING ITEM #18:
FOUNDATION PAD FOR MODEL 332L CABINET
FOR ELECTRONIC TOLL SYSTEM

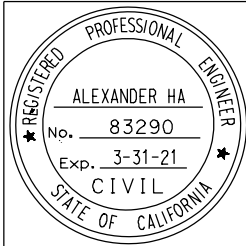


TOLLING ITEM #17:
FOUNDATION PAD FOR MODEL 332L CABINET
FOR UNINTERRUPTIBLE POWER SUPPLY

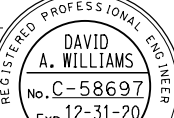
TOLLING ITEM #16:
FOUNDATION PAD FOR MODEL 332L CABINET
FOR ELECTRONIC TOLL SYSTEM

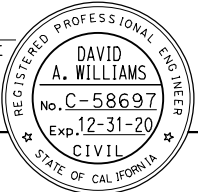


NOTE:
FOR ACCURATE RIGHT OF WAY DATA, CONTACT
RIGHT OF WAY ENGINEERING AT THE DISTRICT OFFICE.

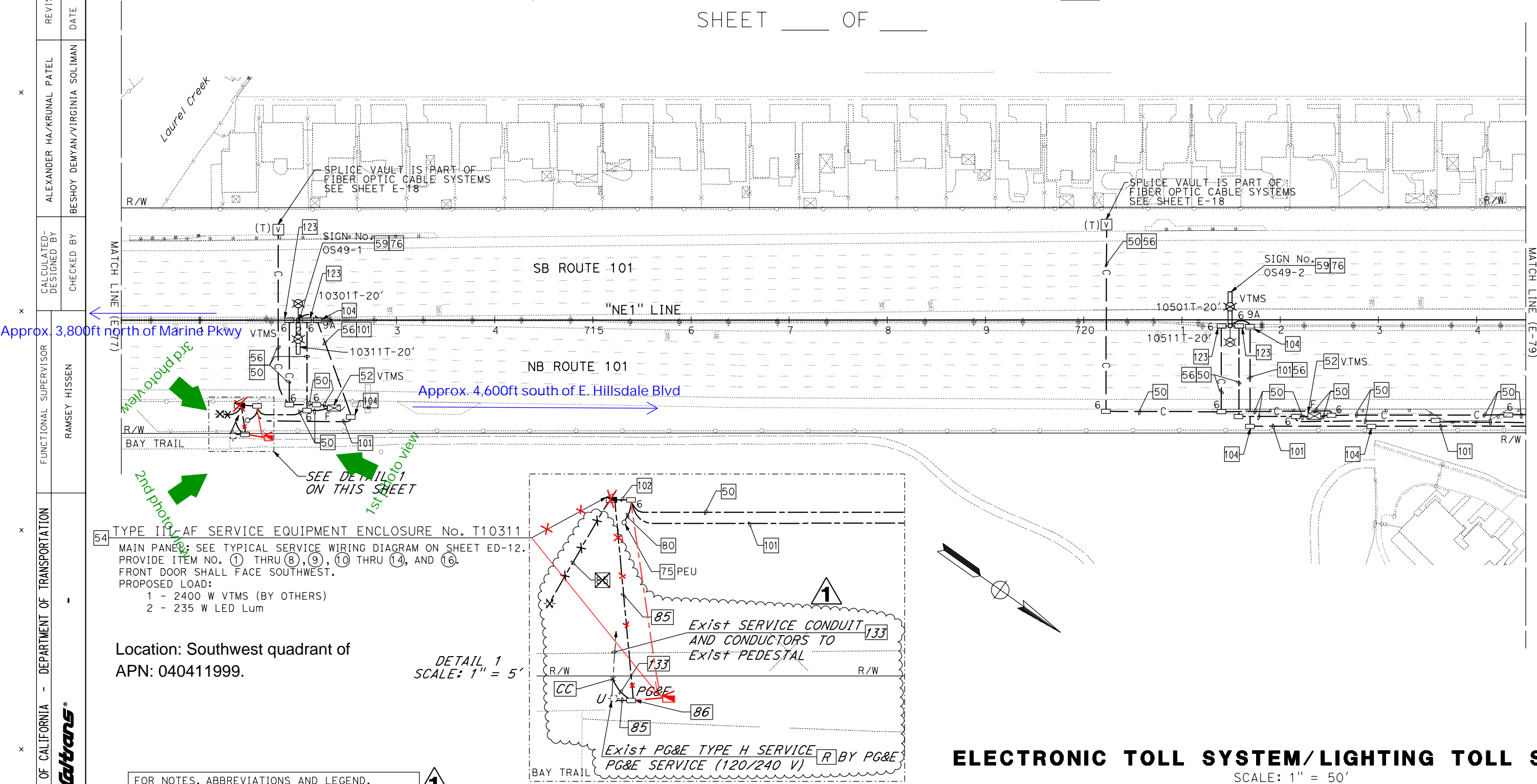


1	2-10-20	PG&E AND SI CONDUITS & PULL BOX REVISIONS	AH	BD	10
MARK	DATE	REVISION(S) DESCRIPTIONS	DES	CHK	DET
REGISTERED CIVIL ENGINEER: <i>[Signature]</i>			DATE: 2-10-2020		

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
04	SCI, SM	101	50.3/52.6, 0.0/21.9		
AS-AWARDED CONTRACT PLANS THIS STAMP PLACED IN LIEU OF ORIGINAL SIGNATURE					
REGISTERED CIVIL ENGINEER		DATE			
PLANS APPROVAL DATE					
THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.					
AECOM 100 W. SAN FERNANDO ST SUITE 200 SAN JOSE, CA 95113-2254			SAN MATEO COUNTY TRANSPORTATION AUTHORITY 1250 SAN CARLOS AVE SAN CARLOS, CA 94070		



CONTRACT CHANGE ORDER NO. 10
SHEET OF



ELECTRONIC TOLL SYSTEM/LIGHTING TOLL SYSTEM
SCALE: 1" = 50'

EXHIBIT B

Insurance Requirements

Licensee, at its own cost and expense, will maintain the following insurance coverages once toll equipment is installed and owned by the Licensee, at Licensee's own cost and expense, the following policies of insurance or certificates or binders as necessary to represent that coverage as specified below is in place with companies doing business in California and with AM Best ratings of at least A-VII or better. The insurance shall at a minimum include:

A. General Liability, Worker's Compensation

1. Commercial General Liability insurance, shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, Bodily Injury, Broad Form Property Damage, and liability assumed under an insured contract [(including the tort liability of another assumed in a business contract)].

(a) Coverage afforded on behalf of the Licensor shall be primary insurance and any other insurance available to the Licensor under any other policies shall be excess insurance (over the insurance required by this Agreement).

(b) Limits of liability: Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$2,000,000 each occurrence.

(a) If the policy is a "claim made" type policy, the following should be included as endorsements:

(i) The retroactive date shall be the effective date of this Agreement or a prior date.

(ii) The extended reporting or discovery period shall not be less than thirty-six (36) months.

2. Worker's Compensation insurance as required by the laws of the State of California. Statutory coverage may include Employers Liability coverage with limits not less than \$1,000,000. Licensee certifies that he/she is aware of the provisions of section 3700 of the California Labor Code, which requires every employer to provide Workers' Compensation coverage, or to undertake self-- insurance in accordance with the provisions of that Code. Licensee shall comply with the provisions of section 3700 of the California Labor Code before commencing performance of the work under this Agreement and thereafter as required by that code.

B. Terms Conditions and Endorsements

The aforementioned insurance shall have all the following conditions:

1. 1. Insured Status (Additional Insured): Licensee shall provide insured status using ISO endorsement CG 20 10 or its equivalent naming the Licensor City of San Mateo, its Councilmembers, directors, officers, agents and employees as insureds in its Comprehensive Commercial General Liability policy. If Licensee submits the ACORD Insurance Certificate, the insured status endorsement must be set forth on a CG 20 10 (or equivalent). A STATEMENT OF ADDITIONAL INSURED STATUS ON THE ACORD INSURANCE CERTIFICATE FORM IS INSUFFICIENT AND WILL BE REJECTED AS PROOF OF MEETING THIS REQUIREMENT; and
2. Cancellation Notice: 30-day prior written notice of termination in coverage and 10-day prior written notice of cancellation for non-payment;
3. Cross-liability coverage as provided under standard ISO forms' separation of insureds clause; and
4. Certificate holder is to be the same person and address as indicated in the "Notices" section of this Agreement; and
5. Insurer shall carry an insurance from an admitted company with a Best Rating of A-minus VII or better.

C. Replacement of Coverage

In the case of the breach of any of the insurance provisions of this Agreement, Licensor may, at the Licensor's option, take out and maintain at the expense of Licensee, such insurance in the name of Licensee as is required pursuant to this Agreement, and may deduct the cost of taking out and maintaining such insurance from any sums which may be found or become due to Licensee under this Agreement.

D. Insurance Interpretation

All endorsements, certificates, forms, coverage and limits of liability referred to herein shall have the meaning given such terms by the Insurance Services Office as of the date of this Agreement.

E. Proof of Insurance

Licensee will be required to provide proof of all insurance required for the work prior to execution of the contract. Failure to provide the insurance proof requested or failure to do so in a timely manner shall constitute ground for rescission of the contract award.

F. Subcontractors / Assignment

Should Licensee subcontract or otherwise assign/delegate the operation of the San Mateo County Express Lanes Project required under this Agreement to any other party, it shall include all subcontractors/assignees/delegees as insureds under its policies or shall maintain separate certificates and endorsements for each subcontractor/assignee/delegee. As an alternative, License may require all subcontractors/assignees/delegees to provide at their own expense evidence of all the required coverages listed in this Schedule. If this option is exercised, both Licensor and Licensee shall be named as additional insured under the subcontractor's/assignee's/delegee's General Liability and Workers' Compensation policies. All coverages for subcontractors/assignees/delegees shall be subject to all the requirements stated herein. Licensor reserves the right to perform an insurance audit during the term of this Agreement to verify compliance with requirements.

G. Deductibles and Self-Insured Retentions

Any deductible or self-insured retentions must be declared to and approved by Licensor. At the option of Licensor, either: the insurer shall reduce or eliminate such deductible or self-insured retentions as respects Licensor, its elected and appointed officials, employees, and agents, or the Licensee shall provide a financial guarantee satisfactory to Licensor guaranteeing payment of losses and related investigations, claim administration and defense expenses.

H. Waiver of Subrogation

Licensee waives all rights against Licensor and its elected and appointed officials, employees, and agents, for recovery of damages to the extent these damages are covered by the forms of insurance coverage required above.

I. Evaluation of Adequacy of Coverage

Licensor maintains the right to modify, delete, alter or change these requirements, with reasonable notice, upon not less than ninety (90) calendar days prior written notice.

San Mateo County Express Lanes Joint Powers Authority Agenda Report

Date: March 10, 2023

To: San Mateo County Express Lanes Joint Powers Authority (SMCEL-JPA) Board of Directors

From: Policy/Program Manager (PPM)

Subject: Receive update on the US 101 Express Lanes operations from Whipple Ave. to the San Mateo /Santa Clara County line.

(For further information please contact Lacy Vong, Policy/Program Manager, LVong@hntb.com)

RECOMMENDATION

Receive update on the US 101 Express Lanes operations from Whipple Ave. to the San Mateo /Santa Clara County line. No Board action is required.

FISCAL IMPACT

There is no fiscal impact related to this informational item.

SOURCE OF FUNDS

N/A

BACKGROUND

US 101 Express Lanes Operations – Southern Segment

On February 11th, 2022, the southern segment of the US 101 Express Lanes (between Whipple Avenue and Embarcadero Road) opened concurrently with the Santa Clara Valley Transportation Authority (VTA)'s companion express lane project to the south. The southern segment express lanes have reached a steady state in operations and are performing well.

Below are operational highlights for the three-month period of November 1, 2022 through January 31, 2023:

- The average potential daily revenue for the southern segment during this period was \$32,480. A month-to-month breakdown appears in the following table:

Period	Number of Tolling Days	Total Potential Revenue for the Period	Average Potential Daily Revenue
November 1-30, 2022	20	\$694,482	\$34,724
December 1-31, 2022	21	\$599,313	\$28,539
January 1-31, 2023	21	\$719,941	\$34,283

- During this reporting period, the average daily toll rates have been:

Period	Southbound	Northbound
November 1-30, 2022	\$2.34	\$1.07
December 1-31, 2022	\$1.86	\$1.11
January 1-31, 2023	\$2.53	\$1.19

- Daily average express lanes volumes have declined slightly month over month. The following is a summary of volumes over the reporting period:

Period	Number of Tolling Days	Average Daily EL Volume		% Change from Previous Month	
		Northbound	Southbound	Northbound	Southbound
November 1-30	20	15,945	14,396	+1.8%	+10.0%
December 1-31	21	15,559	13,509	-2.5%	-6.2%
January 1-31	21	14,863	13,321	-4.5%	-1.4%

- Average daily express lane trips decreased in January compared to December with a decrease of 4.5% in northbound and slight decrease of 1.4% in the southbound direction.
- Express Lanes continue to operate at about 9 to 12 mph faster than the general purpose lanes in both directions.
- Out of these trips, most continue to be image-based trips and drivers who declared as HOV3, followed by single occupant vehicle (SOV) and HOV2. Clean Air Vehicle (CAV) declarations represented the smallest portion of trips at about 1.4% in January, down from previous months.
- Potential toll revenue increased in January compared to December at approximately \$720,000, which is the highest month of Fiscal Year 2023.
- Actual cumulative revenue in fiscal year 2023 through January is approximately \$3.8 million.

- Toll operations and maintenance (O&M) costs, which consists of the toll system operating and maintenance, FasTrak Regional Customer Service Center support, Caltrans civil roadway maintenance, and California Highway Patrol enhanced lane enforcement activities, is about \$2.0 million through the end of January 2023. The Toll O&M costs do not include agency overhead and other administrative costs used to support the Express Lanes Program.
- In the period from April 2022 – January 2023, 1,474 participants enrolled in the Community Transportation Benefits Program. Out of the 1,474 participants, 1,216 selected the Clipper Card benefit, and 258 selected the FasTrak benefit.

ATTACHMENT

1. 101 Express Lanes Operations Dashboard

