

SUPPLEMENT NO. 2 TO MASTER FUNDING AGREEMENT
Between the METROPOLITAN TRANSPORTATION COMMISSION
And the CITY OF SAN LEANDRO
For
HESPERIAN BOULEVARD BIKE LANE GAP CLOSURE

This Supplement No.2 to the Master Funding Agreement (“Supplement” or “Agreement”) is entered into this May __, 2025 by and between the Metropolitan Transportation Commission (“MTC”) and City of San Leandro (“AGENCY”) and supplements the Master Funding Agreement, dated July 1, 2021 by and between MTC and AGENCY.

Pursuant to this Supplement, MTC agrees to provide an amount not to exceed one hundred thousand dollars (\$100,000) in non-federal [MTC Exchange] funds to AGENCY to fund the Hesperian Boulevard Bike Lane Gap Closure (as more fully described in Annex I hereto, the “Supplement Project”). The estimated budget and payment milestones for the Supplement Project scope of work is attached as Annex II hereto.

The Supplement Project work will commence on May __, 2025 and be completed no later than December 31, 2026.

The clauses selected below and attached as exhibits to the Master Funding Agreement shall apply to AGENCY’s performance of the applicable Supplement Project scope of work hereunder: Insurance is not required.

- ☐ Exhibit B-1, Additional Terms and Conditions (General), Paragraph A
- ☒ Exhibit B-1, Additional Terms and Conditions (General), Paragraph B
- ☐ Exhibit B-2, Additional Terms and Conditions (Federally Required Clauses)
- ☐ Exhibit B-3, Additional Terms and Conditions (State Required Clauses)
- ☐ Exhibit B-4, Additional Terms and Conditions (Prevailing Wage Rates, Apprenticeships, and Payroll Records, Non-Federally-Funded Agreements)
- ☐ Exhibit B-5, Additional Terms and Conditions (Prevailing Wage Rates, Apprenticeships, and Payroll Records, Federally-Funded Agreements)
- ☐ Exhibit B-6, Additional Terms and Conditions (Regional Toll Funds including RM1, RM2, and AB1171)
- ☐ Exhibit B-7, Additional Terms and Conditions (Regional Discretionary Federal Funds including STP and CMAQ)

The MTC Planning Committee approved Hesperian Boulevard Bike Lane Gap Closure Project award for the Active Transportation Capital Design Technical Assistance Program, on March 14, 2025.

The MTC Project Manager for the Supplement Project is Kara Oberg, MTC, koberg@bayareametro.gov until June 30, 2025. Afterwards, the MTC Project Manager will be _____. The AGENCY Project Manager for the Supplement Project is Iman M. Fawzy, (510) 577-3373, ifawzy@sanleandro.org.

This Supplement is supplemental to the Master Funding Agreement; all terms and conditions of the Master Funding Agreement, as may be amended, remain unchanged hereby.

Capitalized terms used but not defined herein shall have the respective meanings assigned to them in the Master Funding Agreement.

**METROPOLITAN TRANSPORTATION
COMMISSION**

CITY OF SAN LEANDRO

Andrew B. Fremier, Executive Director

Janelle T. Cameron, City Manager

Approved as to Legal Form:

Richard D. Pio Roda, City Attorney

Annex I

Project Description and Scope of Work

This funding agreement and scope of work supports the implementation of the Metropolitan Transportation Commissions' Active Transportation Plan and the Regional Active Transportation (AT) Network. The Regional AT Network focuses the Bay Area's efforts in providing safe and all ages and abilities active transportation connections in areas with the highest potential for shifting auto trips to biking and walking trips, where there is the greatest need for affordable transportation options, and where active trips can connect people with transit for longer distance travel.

This scope of work also supports the advancement of MTC's Transit-Oriented Communities (TOC) Policy, which supports the region's transit investments by creating communities around transit stations and along transit corridors.

Project:

The Hesperian Bike Lane Gap Closure (the 'Project') will install separated bike lanes (Class IV) and pedestrian crossing improvements on Hesperian Boulevard from E 14th Street to Bayfair Drive. The Project will provide bike network connectivity to the existing Class IV bikeway on Fairmont Drive, and future Class IV bikeways of the East Bay Greenway and the Hesperian Blvd corridor. The Project improvements align with the San Leandro Bicycle and Pedestrian Master Plan goal to provide a complete pedestrian and bikeway network and improve multimodal transportation to the community. This funding is for design of the Class IV bike facility and pedestrian crossing improvements.

This project will include "Designing for All Ages and Abilities Contextual Guidance for High-Comfort Bicycle Facilities" by the National Association of City Transportation Officials (NACTO) and adhere to the U.S Access Board's "Public Rights of Way Accessibility Guidelines" (PROWAG).

The services to be performed by Agency shall consist of services requested by the Project Manager or a designated representative including, but not limited to, the following:

Task 1. Outreach and 65% design.

Task 1 Deliverable: FTC and/or BPAC meeting minutes, and 65% PS&E pdf.

Task 2. 100% design.

Task 2 Deliverable: 100% PS&E pdf.

Annex II
Project Schedule, Budget and Payment

FIRM-FIXED PAYMENT

Payment to AGENCY shall be due in the firm fixed amounts indicated below, upon acceptance by the MTC Project Manager of the following deliverables or milestones, described in detail in Attachment A:

#	Deliverable	Due Date:	Amount Due
1	FTC and/or BPAC meeting minutes, and 65% PS&E pdf	06/01/2026	\$50,000
2	100% PS&E pdf	12/31/2026	\$50,000
3			0
TOTAL			

RECIPIENT shall submit an invoice identifying the project deliverable or milestone for which payment is sought no later than thirty (30) days after MTC's acceptance of such deliverable/milestone.

COST REIMBURSEMENT

MTC will reimburse AGENCY for all expenses deemed reasonable and necessary by MTC incurred by RECIPIENT in the performance of this Agreement. Such reimbursement shall include travel and personal expenses incurred by employees or agents of AGENCY in accordance with 48 Code of Federal Regulations Part 31 or 2 CFR Part 200, as applicable.

The estimated budget by Task and Deliverable is described below.

#	Deliverable	Due Date:	Estimated Budget
1			
2			
3			0
TOTAL NOT TO EXCEED			

AGENCY shall submit invoices for services rendered on a monthly basis covering fees and expenses for a single calendar month, identifying the work for which payment is requested; the hours worked; any authorized expenses, together with receipts for such expenses; the amount requested; and the cumulative amount billed and paid under this Agreement.