

**APPENDIX D: EXECUTED PROJECT DEVELOPMENT
AGREEMENT**

**Transbay Terminal / Caltrain Downtown Extension
Redevelopment Project:
Project Development Agreement Between the
Transbay Joint Powers Authority and the
Federal Transit Administration**

1.0 Purpose

The Federal Transit Administration (FTA) and the Transbay Joint Powers Authority (TJPA) are executing this Project Development Agreement ("Agreement") to set forth their intentions for compliance with FTA's Record of Decision and program requirements that will govern the Transbay Terminal / Caltrain Downtown Extension / Redevelopment Project ("Project"). FTA and TJPA acknowledge that this Agreement may be modified from time to time to accommodate statutory or regulatory changes, changes to the Project, or changes to TJPA's project management or financing plans, as necessary or appropriate.

2.0 TJPA Grantee Status

As of the date of this Agreement TJPA is not an FTA grantee. Currently, TJPA is working to meet the requirements for securing status as an FTA grant recipient. TJPA and FTA are cooperating with one another to enable TJPA to secure grantee status as soon as possible.

3.0 Project Scope

The Transbay Terminal Project is comprised of the Transbay Terminal, the Downtown Caltrain Extension, the Redevelopment Project, the Temporary Transbay Terminal, the Bus Storage Facility, and a number of smaller activities, facilities, and equipment, such as the demolition of the existing Terminal and other site preparation as described in the Final Environmental Impact Statement (FEIS), published April 2, 2004.

4.0 Approach Towards Project Development

As a prerequisite to FTA approval of a Record of Decision (ROD), TJPA has agreed to this Project Development Agreement to ensure consistency with FTA's Record of Decision, including all mitigation measures identified in the ROD and FEIS. TJPA intends to fully comply with all FTA environmental and program requirements that govern any portion of the Project identified in Section 3.0 (Project Scope), above.

5.0 Project Financing Plan

TJPA will develop a financing plan, including all planned and committed sources of federal, state, regional, local, and private funds for all phases of the project. This Financing Plan will specify a schedule for securing the commitment of funding for the Project, as necessary or appropriate. This Financing Plan will also identify the amounts and sources of funds for which commitments have been secured from the entities responsible for approving such commitments, and identify any sources to be obtained and the necessary steps to assure commitment of those funds.

6.0 FTA Oversight

As soon as practicable after the execution of this Agreement, FTA will retain the services of a Project Management Oversight Contractor (PMOC) to assist FTA in its oversight of the Project. FTA will use the services of its PMOC during Preliminary Engineering and any subsequent phases of Project development. In its discretion, FTA may also retain the services of a Financial Management Oversight Contractor (FMOC) during any phase of Project development, for the purposes of obtaining an objective, independent evaluation of TJPA's plans for financing both the capital costs of constructing the Project and the continuing operation and maintenance of the Project.

Additionally, at its discretion, FTA may retain the services of contractors in land use, financing, procurement systems management, environmental mitigation and monitoring, and other fields related to the development of transportation infrastructure, for the purposes of evaluating the Project and the other alternatives under study. TJPA pledges its utmost cooperation in enabling FTA and its PMOC and FMOC to monitor TJPA's adherence to FTA requirements and TJPA's financing plans, and to provide FTA and its PMOC and FMOC all records, data, and access to property as may be reasonably required for that purpose. These PMOC, FMOC, and contractor services will be secured and paid for from sources not included in TJPA's financing plan, nor will funding to the Project be reduced to pay for these FTA requested services.

7.0 Best Available Documents

The Project scope, cost estimate, and budget in the FEIS are the best available documents at this stage. TJPA expects to continually revise and refine these documents, however, as the Project progresses through Preliminary Engineering and any subsequent phase of Project development. TJPA pledges to promptly provide FTA and its consulting contractors all successive iterations of each of these documents throughout the course of the Project.

8.0 Reviews and Comment

FTA will expedite review and comment on documents in a timely manner. FTA will make every reasonable effort to complete its reviews of study deliverables, technical reports, and the like, within thirty days of receiving the material for review. TJPA will make every reasonable effort to respond to FTA comments within 30 days.

9.0 Private Sector Participation

FTA recognizes that TJPA may choose to seek private sector participation in the engineering, design, construction, operation, maintenance, or financing of the Project. FTA will make every effort to facilitate TJPA's public-private partnerships in the development of the Project.

10.0 Pre-award Authority

Upon the execution of this Agreement and issuance of the ROD, TJPA will have pre-award authority to incur costs for all allowable and allocable costs for environmental, preliminary engineering and real estate acquisition activities. TJPA acknowledges, however, that the pre-award authority to acquire real property that accompanies FTA's issuance of a Record of Decision is not an administrative, contractual, implied, or moral commitment of any kind towards the Project, nor is it any commitment to reimburse TJPA for any associated costs or to participate in any Project on the acquired property. TJPA will use its pre-award authority with discretion and with full knowledge of the risks in doing so.

11.0 Contacts

TJPA and the FTA will each designate a contact person who has the authority to speak for and represent the Project. The contact person will be available, upon adequate notice, to attend and participate in coordination meetings or otherwise provide timely input into the preparation and review of all documents necessary to the development of the Project.

12.0 Milestone Reporting

During calendar years 2005 and 2006 TJPA will perform preliminary design as necessary to achieve an approximate 30% completion of Project design. The TJPA agrees to provide quarterly milestone reports to the FTA, and to expeditiously complete its development of the Project in accordance with the following timetable:

<u>Milestone</u>	<u>Scheduled Completion</u>
FTA's Record of Decision	February 2005
FTA's approval of TJPA Grantee Status	Summer 2005
Real Estate Acquisition and Management Plan	Summer 2005
Preliminary Mitigation Monitoring Implementation Plan	Summer 2005
TIFIA Loan Application	Fall 2006
Final Design	Fall 2009
Construction Completion	Fall 2013

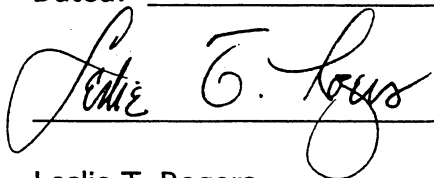
13.0 Real Estate Acquisition and Management Plan

The TJPA will work with its consultants, legal counsel, the City and County of San Francisco, and the San Francisco Redevelopment Agency to develop a Real Estate Acquisition Plan. The Real Estate Acquisition and Management Plan will identify all parcels, ownership and tenancy, current use, type of occupancy, relocation requirements, contact information, and any other relevant additional information. A parcel numbering system will be established to track each affected parcel as to its current status from preliminary engineering to close of escrow. Parcel acquisitions will be prioritized and general strategies for acquisition of each parcel will be developed and documented.

14.0 Modifications

Modifications to this Agreement may be proposed at any time during Preliminary Engineering on the Project and will become effective upon approval by both FTA and TJPA.

Dated: FEB 8 2005



Leslie T. Rogers
Regional Administrator
Federal Transit Administration

Dated: 2-8-05



Maria Ayerdi
Executive Director
Transbay Joint Powers Authority