



Alameda County Transportation Commission
meeting as a committee of the whole as the

PROGRAMS AND PROJECTS COMMITTEE

MEETING NOTICE

Monday, November 19, 2012, 12:15 P.M.

1333 Broadway, Suite 300, Oakland, California 94612

(see map on last page of agenda)

Commission Chair

Mark Green, Mayor – Union City

Commission Vice Chair

Scott Haggerty, Supervisor – District 1

AC Transit

Greg Harper, Director

Alameda County Supervisors

Richard Valle – District 2

Wilma Chan – District 3

Nate Miley – District 4

Keith Carson – District 5

BART

Thomas Blalock, Director

City of Alameda

Rob Bonta, Vice Mayor

City of Albany

Farid Javandel, Mayor

City of Berkeley

Laurie Capitelli, Councilmember

City of Dublin

Tim Sbranti, Mayor

City of Emeryville

Ruth Atkin, Councilmember

City of Fremont

Suzanne Chan, Councilmember

City of Hayward

Marvin Peixoto, Councilmember

City of Livermore

John Marchand, Mayor

City of Newark

Luis Freitas, Councilmember

City of Oakland

Councilmembers

Larry Reid

Rebecca Kaplan

City of Piedmont

John Chiang, Mayor

City of Pleasanton

Jennifer Hosterman, Mayor

City of San Leandro

Michael Gregory, Vice Mayor

Executive Director

Arthur L. Dao

Chair:

Mark Green

Vice Chair:

Scott Haggerty

Members:

Nate Miley

Farid Javandel

Larry Reid

Ruth Atkin

Luis Freitas

Suzanne Chan

Staff Liaison:

Stewart D. Ng

Executive Director:

Arthur L. Dao

Clerk of the

Commission:

Vanessa Lee

AGENDA

*Copies of Individual Agenda Items are Available on the:
Alameda CTC Website -- www.AlamedaCTC.org*

1 PUBLIC COMMENT

Members of the public may address the Committee during “Public Comment” on any item not on the agenda. Public comment on an agenda item will be heard when that item is before the Committee. Only matters within the Committee’s jurisdictions may be addressed. Anyone wishing to comment should make their desire known by filling out a speaker card and handing it to the Clerk of the Commission. Please wait until the Chair calls your name. Walk to the microphone when called; give your name, and your comments. Please be brief and limit comments to the specific subject under discussion. Please limit your comment to three minutes.

2 ROLL CALL

3 CONSENT CALENDAR

3A. Minutes of October 8, 2012 – **Page 1** **A**

4 PROGRAMS

4A. Approval of the Alameda-Contra Costa Transit District’s (AC Transit) Request to Extend the Agreement Expiration Date for the Measure B Paratransit Gap Grant Agreement No. A08-0026, New Freedom Fund Match Project– **Page 5** **A**

4B. Approval of the Reprogramming of Cycle 2 Lifeline Transportation Program Funding– **Page 13** **A**

4C. California Transportation Commission (CTC) October 2012 Meeting Summary – **Page 17** **I**

- 4D. Report of Pavement Condition Of Bay Area Jurisdictions 2011 by the Metropolitan Transportation Commission (MTC) – **Page 21** **I**

5 PROJECTS

- 5A. I-680 Northbound Express Lane Project (ACTIA 8B)– Allocation of 2000 Measure B Capital Funding and Approval to Amend the Professional Services Agreement with WMH Corporation for expanded scope of services – **Page 31** **A**
- 5B. Telegraph Avenue Corridor Transit Project (APN 607.0) - Approval of Allocation of Measure B Funding for the Plans, Specifications and Estimate (Design) Phase – **Page 39** **A**
- 5C. Approval of authorization for Staff to negotiate and/or coordinate with California Department of Transportation (Caltrans) to negotiate for the sale of the Alameda CTC-owned property (APN 543-275-12-2) and Update on the Draft Disposal Plan for State-owned right-of-way that was purchased for the Former Route 84 Historic Parkway in Fremont and Union City– **Page 43** **A**

6 CLOSED SESSION

- 6A. Pursuant to Government Code Section 54956.8: Conference with Real Property Negotiators (If needed) **I**
- 6B. Report on Closed Session **I**

7 COMMITTEE MEMBERS REPORTS (VERBAL)

8 STAFF REPORTS (VERBAL)

9 OTHER BUSINESS

10 ADJOURNMENT AND NEXT MEETING: JANUARY 14, 2013

Key: A- Action Item; I – Information Item; *Material will be provided at meeting
(#) All items on the agenda are subject to action and/or change by the Committee.

*PLEASE DO NOT WEAR SCENTED PRODUCTS SO INDIVIDUALS WITH
ENVIRONMENTAL SENSITIVITIES MAY ATTEND*

*Alameda County Transportation Commission
1333 Broadway, Suites 220 & 300, Oakland, CA 94612
(510) 208-7400 (New Phone Number)
(510) 836-2185 Fax (Suite 220)
(510) 893-6489 Fax (Suite 300)
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Glossary of Acronyms

ABAG	Association of Bay Area Governments	MTC	Metropolitan Transportation Commission
ACCMA	Alameda County Congestion Management Agency	MTS	Metropolitan Transportation System
ACE	Altamont Commuter Express	NEPA	National Environmental Policy Act
ACTA	Alameda County Transportation Authority (1986 Measure B authority)	NOP	Notice of Preparation
ACTAC	Alameda County Technical Advisory Committee	PCI	Pavement Condition Index
ACTC	Alameda County Transportation Commission	PSR	Project Study Report
ACTIA	Alameda County Transportation Improvement Authority (2000 Measure B authority)	RM 2	Regional Measure 2 (Bridge toll)
ADA	Americans with Disabilities Act	RTIP	Regional Transportation Improvement Program
BAAQMD	Bay Area Air Quality Management District	RTP	Regional Transportation Plan (MTC's Transportation 2035)
BART	Bay Area Rapid Transit District	SAFETEA-LU	Safe, Accountable, Flexible, Efficient Transportation Equity Act
BRT	Bus Rapid Transit	SCS	Sustainable Community Strategy
Caltrans	California Department of Transportation	SR	State Route
CEQA	California Environmental Quality Act	SRS	Safe Routes to Schools
CIP	Capital Investment Program	STA	State Transit Assistance
CMAQ	Federal Congestion Mitigation and Air Quality	STIP	State Transportation Improvement Program
CMP	Congestion Management Program	STP	Federal Surface Transportation Program
CTC	California Transportation Commission	TCM	Transportation Control Measures
CWTP	Countywide Transportation Plan	TCRP	Transportation Congestion Relief Program
EIR	Environmental Impact Report	TDA	Transportation Development Act
FHWA	Federal Highway Administration	TDM	Travel-Demand Management
FTA	Federal Transit Administration	TEP	Transportation Expenditure Plan
GHG	Greenhouse Gas	TFCA	Transportation Fund for Clean Air
HOT	High occupancy toll	TIP	Federal Transportation Improvement Program
HOV	High occupancy vehicle	TLC	Transportation for Livable Communities
ITIP	State Interregional Transportation Improvement Program	TMP	Traffic Management Plan
LATIP	Local Area Transportation Improvement Program	TMS	Transportation Management System
LAVTA	Livermore-Amador Valley Transportation Authority	TOD	Transit-Oriented Development
LOS	Level of service	TOS	Transportation Operations Systems
		TVTC	Tri Valley Transportation Committee
		VHD	Vehicle Hours of Delay
		VMT	Vehicle miles traveled

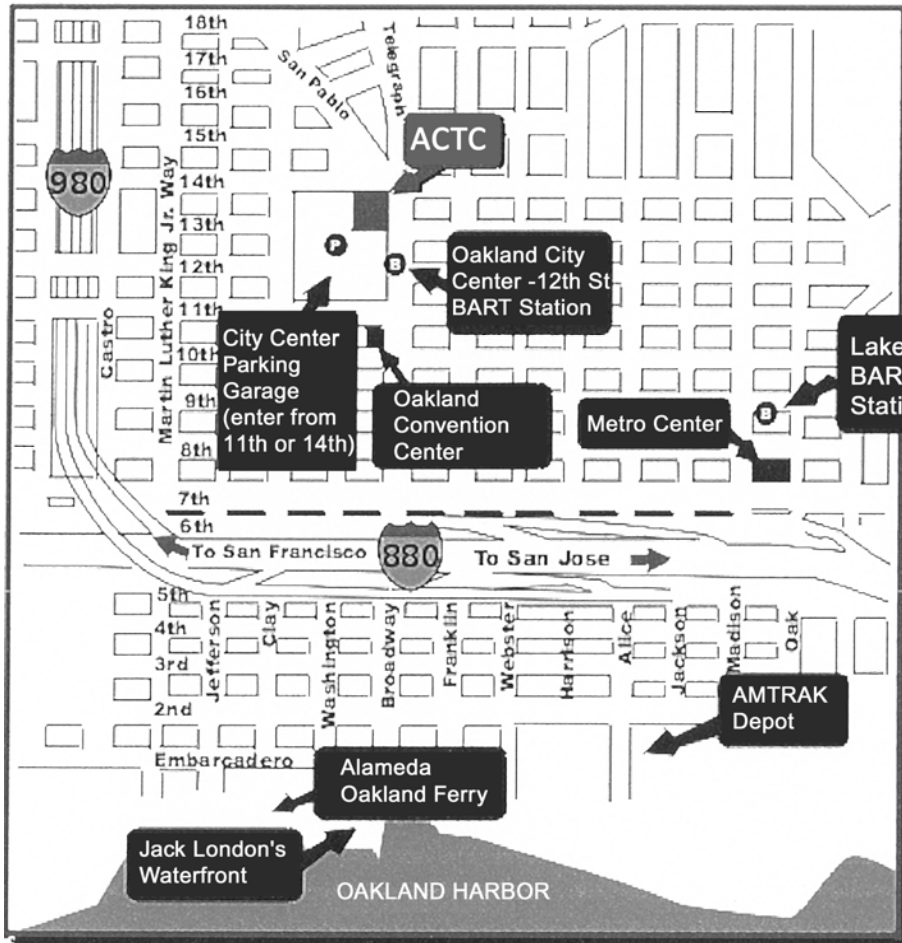


1333 Broadway, Suites 220 & 300

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www.AlamedaCTC.org



Directions to the Offices of the Alameda County Transportation Commission:

**1333 Broadway, Suite 220
Oakland, CA 94612**

Public Transportation Access:

BART: City Center / 12th Street Station

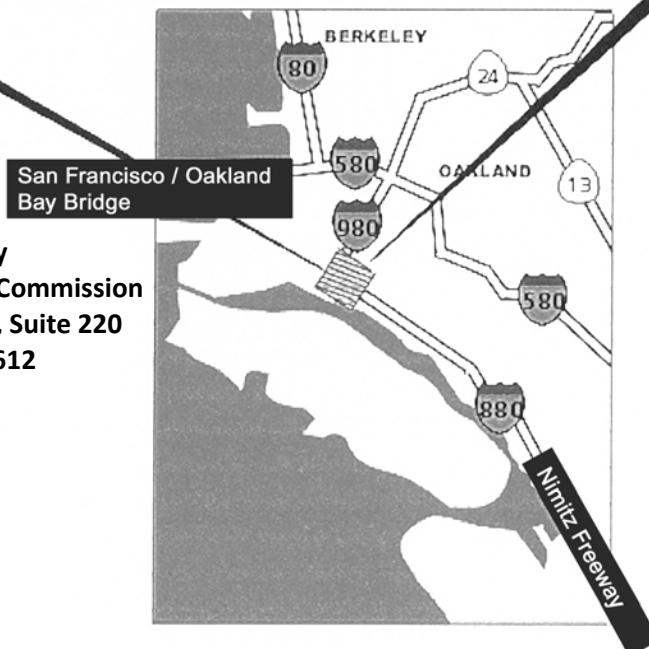
AC Transit:

Lines 1, 1R, 11, 12, 13, 14, 15, 18, 40, 51, 63, 72, 72M, 72R, 314, 800, 801, 802, 805, 840

Auto Access:

- Traveling South: Take 11th Street exit from I-980 to 11th Street
- Traveling North: Take 11th Street/Convention Center Exit from I-980 to 11th Street
- Parking: City Center Garage – Underground Parking, (Parking entrances located on 11th or 14th Street)

**Alameda County
Transportation Commission
1333 Broadway, Suite 220
Oakland, CA 94612**





**PROGRAMS AND PROJECTS COMMITTEE
MINUTES OF OCTOBER 08, 2012
OAKLAND, CALIFORNIA**

Mayor Green convened the meeting at 2:05 p.m.

1. Public Comment

There was no public comment.

2. Roll Call

A roll call was conducted. A quorum was confirmed.

3. Consent Calendar

3A. Minutes of September 10, 2012

Supervisor Haggerty motioned to approve this Item. Mayor Javandel seconded the motion. The motion passed 7-0.

4. Programs

4A. Approval of State Transportation Improvement Program (STIP) At Risk Report

4B. Approval of Federal Surface Transportation/Congestion Mitigation And Air Quality (STP/CMAQ) Program At Risk Report

4C. Approval of CMA Exchange Program Quarterly Status Monitoring Report

4D. Approval of Transportation Fund for Clean Air (TFCA) Program At Risk Report

4E. Review of FY 11-12 Alameda CTC Program Status Update on Pass-Through fund and Grant Programs

4F. Review of California Transportation Commission (CTC) September 2012 Meeting Summary

Matt Todd stated that all recommended actions were contained in the reports and any substantive changes would be presented at the October Commission Meeting.

Supervisor Haggerty motioned to approve Items 4A through 4F. Mayor Javandel seconded the motion. The motion passed 7-0.

5. Projects

5A. East Bay Greenway – Authorization to Execute all Necessary Agreements for Construction Management of East Bay Greenway Segment 7A and

**Information on Initial Study/Mitigated Negative Declaration (IS/MND) for
Entire 12-Mile Project– Page 59**

- 5B. Isabel Avenue/Route 84/I-580 Interchange Project (ACTC No. 623) – Approval of Reduction of 2000 Measure B Allocated Amount by \$1.5 million and of Amendments to Project Specific Funding Agreements A07-0058 and A08-0045 (Amendments No. 1 and 2, respectively) between the Alameda CTC and the City of Livermore to shift the Allocated Measure B funding between phases and extend the termination dates– Page 63**
- 5C. Dumbarton Corridor Project (ACTC No. 625) - Approval of Time Extension for Project Specific Funding Agreement No. A05-0007 (Amendment No. 5) between the Alameda CTC and San Mateo County Transportation Authority– Page 77**
- 5D. Eastbound I-580 High Occupancy Toll (HOT) Project (ACTC No. 720.4) – Approval of Time Extension for Professional Service Agreement No. A08-030 (Amendment No. 2) between the Alameda CTC and Solem and Associates**
- 5E. Oakland Airport Connector Project (AlaCTC Project No. 603.0) Approval of Time Extension for Project Specific Funding Agreement No. A06-0041 (Amendment No. 4) Between the Alameda CTC and the San Francisco Bay Area Rapid Transit District (BART)**
- 5F. I-880 Operational and Safety Improvements at 23rd and 29th Avenues Project (ACTC Project #717.0) - Approval of the Initial Project Report to Request MTC Allocation of Regional Measure 2 Funds for Construction Support**
- 5G. I-238 Widening Project (AlaCTC No. 621.0) - Approval of Reduction CMA TIP Programmed Amount for the I-Bond Project Development Closeout, Construction Phase Support and Project Closeout; and Adopt the I-238 Widening Project Closeout into the CMA TIP, and Authorize Related Amendments to Existing Agreements and Contracts**

Matt Todd stated that all recommended actions were contained in the reports and any substantive changes would be presented at the October Commission Meeting.

Supervisor Haggerty motioned to approve Items 5A through 5G. Councilmember Atkin seconded the motion. The motion passed 7-0.

**5H. Acceptance of Alameda CTC Semi-Annual Capital Projects Status Update
October 2012**

James O'Brien gave a brief overview of the Alameda CTC Capital Projects Status Update and recommended acceptance.

Councilmember Atkin motioned to approve this Item. Mayor Javandel seconded the motion. The motion passed 7-0.

6/7. Staff and Committee Member Reports

There were no staff or committee reports.

8. Adjournment/Next Meeting: November 19, 2012

Chair Green adjourned the meeting at 2:25 p.m. The next meeting is on November 19, 2012.

Attest by:



Vanessa Lee
Clerk of the Commission

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Memorandum

DATE: November 06, 2012

TO: Programs and Projects Committee

FROM: Matt Todd, Manager of Programming
John Hemiup, Senior Transportation Engineer

SUBJECT: **Approval of the Alameda-Contra Costa Transit District's (AC Transit) Request to Extend the Agreement Expiration Date for the Measure B Paratransit Gap Grant Agreement No. A08-0026, New Freedom Fund Match Project**

Recommendation

It is recommended the Commission approve the Alameda-Contra Costa Transit District's (AC Transit) request to extend the Agreement expiration date for the Paratransit Gap Grant funded New Freedom Fund Grant Match Project (Agreement No. A08-0026) to December 31, 2013, to allow for additional time to complete the project.

Summary

AC Transit's New Freedom Fund Grant Match Project will lay the groundwork to determine the feasibility of establishing a mobility management structure (a coordinated transportation system) within its jurisdiction. The project will result in a detailed inventory of all available transportation resources, creation of a database, and identification of options to create a coordinated transportation system for seniors and people with disabilities.

To fund this project, in February 2008, AC Transit was awarded a Metropolitan Transportation Commission (MTC) New Freedom grant in the amount of \$144,000. In July 2008, AC Transit was awarded a \$36,000 Measure B Paratransit Gap Grant (Cycle 4) to serve as a match fund to fully finance the project cost.

Discussion

The original Measure B Paratransit Gap Grant agreement was entered into on July 1, 2008 for a total project cost of \$36,000 and a completion date scheduled for October 31, 2010. AC Transit reported significant delays in completing this project due to several staffing changes, budget cuts, and New Freedom funding authorization delays. As such, there have been a total of three (3) approved amendment requests pertaining to this project to extend the original milestones and project completion dates as described in the bullets below.

1. On September 8, 2009, Alameda County Transportation Improvement Authority (ACTIA) administratively approved Amendment No.1 to extend the project completion date to December 31, 2010.
2. On February 25, 2010, ACTIA administratively approved Amendment No.2 to adjust the task deliverable dates due to New Freedom funding delays.
3. On February 24, 2011, Alameda CTC, as the successor entity to ACTIA, approved Amendment No.3 and extended the grant agreement expiration from December 31, 2010 to December 31, 2012 to accommodate staffing changes and the New Freedom funding authorization delay.

AC transit is requesting a one-year time extension to the agreement expiration date from December 31, 2012 to December 31, 2013 to bring the milestones of both funding sources into alignment and to provide additional time to implement the project.

Project: New Freedom Fund Grant Match		Gap Grant July 1, 2008 (<i>Cycle</i>	
Sponsor: Project		Awarded: 4) \$36,000	
Alameda-Contra Costa Transit		Award Amount:	
District			
	Original Grant Agreement	Approved Extensions	Requested New Deadlines
Project Completion	June 30, 2010	June 30, 2012	September 30, 2013
Agreement Expiration	October 31, 2010	December 31, 2012	December 31, 2013

It is recommended the Commission approve the requested extension of the new project completion date of September 30, 2013, and a one-year grant expiration date extension from December 31, 2012 to December 31, 2013.

Fiscal Impact

This action will not change the Paratransit gap grant funding amount.

Attachment(s)

Attachment A: AC Transit's Extension Request for Agreement A08-0026



Alameda-Contra Costa Transit District

August 24, 2012

Mr. Matthew Todd, P.E.
Alameda CTC Manager of Programming
1333 Broadway, Suite 300
Oakland, CA 94612

Subject: Request No. 4 for Administrative Change to
Grant Agreement No. *A08-0026* for
New Freedom Fund Grant Match Project

Dear Mr. Todd:

We are hereby requesting an administrative change to the grant agreement in the subject line as per Section IV Part 8 of said agreement. We have attached the appropriate exhibits to reflect our requested change(s) as follows:

Attached (Yes or No)	Documentation for Change Request	
Yes	Exhibit A	Written Explanation for Change Request (<i>Required</i>)
Yes	Exhibit B	Revised Attachment A: Project Description and Task Breakdown
Yes	Exhibit C	Revised Attachment B: Task Deliverables and Deliverable Due Dates, including Project Milestone Schedule
No	Exhibit D	Revised Attachment C: Task Budgets and Other Funding
No	Exhibit E	Revised Attachment F-1: Project Performance Measures

We have signed each of the exhibits showing the requested changes and understand that Alameda CTC will review our requested changes and, if agreeable, will also sign the exhibits and return copies of the approved exhibits. The approved exhibits signed by both parties will become the current agreement information on file at Alameda CTC.

If you have any questions or need additional information please contact *Chris Andrichak* at telephone number *510-891-4855*.

Sincerely,

John Haenfling

Director of Project Controls & Systems Analysis

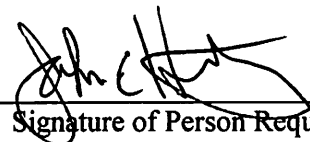
WRITTEN EXPLANATION FOR CHANGE REQUEST

Project Sponsor: AC Transit

Project Title: New Freedom Fund Grant Match Project

Agreement Number: A08-0026

Reason for Change: This project has encountered several delays. Though the Grant was awarded in June 2008, the Metropolitan Transportation Commission (MTC) did not give authorization to proceed until 2009. The Contra Costa County Transit Authority (CCCTA) Staff person assigned to this project retired in July 2010. In September 2010, CCCTA asked to be removed from the project. An extension was granted by the MTC in July 2012. This administrative amendment will bring the milestones of both funding sources into alignment.



Signature of Person Requesting Change

8/24/2012

Date

Alameda CTC Approval

Date

REVISED ATTACHMENT A

PROJECT DESCRIPTION AND TASK BREAKDOWN

Project Sponsor: AC Transit

Project Title: New Freedom Fund Grant Match Project

Agreement Number: A08-0026

Grant Initiation Date: July 1, 2007

Initial ACTIA Grant Funds Awarded to Project: \$36,000

Additional Measure B Grant Funds Awarded to Project (if applicable): \$0

Total Measure B Grant Funds Awarded to Project: \$36,000


Total Project Sponsor Matching Funds: \$144,000

<u>Amount</u>	<u>Source</u>
\$144000	FTA New Freedom

Total Project Cost: \$180,000

Percentage - Total Measure B Grant Funds Awarded to Project/Total Project Cost: 20%

Project Description: This grant/project provides the matching funds for a New Freedom grant awarded to AC Transit to provide a detailed inventory of all available transportation resources, creation of a database, and identification of options to create a coordinated transportation system for seniors and disabled people in Alameda and West Contra Costa Counties (Mobility Management Structure).



Signature of Person Requesting Change

8/24/2012

Date

Alameda CTC Approval

Date

REVISED ATTACHMENT B
TASK DELIVERABLES AND PROJECT MILESTONE SCHEDULE

Project Sponsor: AC Transit
Project Title: New Freedom Fund Grant Match Project
Agreement Number: A08-0026

Project Task Deliverables and Due Dates: The following Revised Table B-1 is intended to replace the current, approved Table B-1 in its entirety.

Table B-1: Task Deliverables and Due Dates			
Task No. (from Table A-1)	Deliverable	Previously Approved Deliverable Due Date	Revised Deliverable Due Date to Alameda CTC
1	Copy of executed agreement with AC Transit and the Metropolitan Transportation Commission	September 30, 2010	September 30, 2010
1	Documentation of Award of Contract (including a signed contract and a copy of the RFP) for consultant	December 31, 2011	November 30, 2012
2	Copy of detailed inventory and database	September 30, 2012	June 30, 2013
3	Copy of Summary of Coordination of Options Report	August 31, 2012	June 30, 2013
4	Presentation to the Alameda CTC Paratransit Advisory and Planning Committee (PAPCO)	September 30, 2012	July 31, 2013
4	Final Report/Final Invoice	September 30, 2012	September 30, 2013
<i>[Strike Tab key while in last cell to expand table.]</i>			
Note: Project Sponsor shall provide Alameda CTC with not less than 10 days advance notice of any public meetings or events related to implementation of this grant.			



Signature of Person Requesting Change

8/24/2012

Date

Alameda CTC Approval

Date

Project Milestone Schedule: The following Revised Table B-2 is intended to replace the current, approved Table B-2 in its entirety.

Table B-2: Project Milestone Schedule		
Project Milestone	Previously Approved Date	Revised Date
Award ACTIA Grant (Cycle 4)	July 1, 2007	N/A
Initiate Grant/Notice to Proceed Date	July 1, 2007	N/A
Execute Agreement with AC Transit and the Metropolitan Transportation Commission	September 30, 2010	September 30, 2010
Award Consultant Contract	December 31, 2011	November 30, 2012
Develop Detailed Inventory and Database	September 30, 2012	June 30, 2013
Develop Summary of Coordination Options Report	June 30, 2012	June 30, 2013
Close Out Project – Complete Final Report, Presentation to BPAC, Final Invoice	September 30, 2012, or Ninety (90) days after Project Completion, whichever is earlier	September 30, 2013
Complete Grant Funding Period	<i>June 30, 2012</i>	September 30, 2013
Grant Funding Agreement Expires	<i>December 31, 2012</i>	December 31, 2013


Signature of Person Requesting Change

8/24/2012
Date

Alameda CTC Approval

Date

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Memorandum

DATE: November 6, 2012

TO: Programs and Projects Committee

FROM: Matt Todd, Manager of Programming

SUBJECT: **Approval of the Reprogramming of Cycle 2 Lifeline Transportation Program Funding**

Recommendation

It is recommended the Commission approve the reprogramming of \$270,000 of Cycle 2 Lifeline Transportation Program funding from the BART Ashby Station/Ed Robert's Campus project to the BART MacArthur Station Plaza Improvements project.

Summary

The Lifeline Transportation Program (Lifeline) is administered by MTC and is intended to fund projects that improve mobility for low-income residents of Alameda County. The Cycle 2 Lifeline Program was adopted by the Alameda County CMA Board in April 2008 and included \$2 million for BART elevator improvements at Ashby Station associated with the Ed Roberts Campus. The elevator project was completed under budget leaving \$270,000 in unexpended Lifeline funds. The subject funds will expire unless they are reallocated by June 30, 2013. BART is requesting the Alameda CTC to reprogram the remaining Lifeline funding to the MacArthur Station Plaza Improvements project, which has a funding shortfall.

Discussion

The Lifeline program is administered by MTC and is intended to fund projects that result in improved mobility for low-income residents. Eligible projects are to be consistent with: 1) strategies identified in a Community-based Transportation Plan (CBTP), 2) other relevant planning efforts, or 3) other documented assessment of need within the designated communities of concern. Alameda County has five areas with completed CBTPs: Alameda, South/West Berkeley, West Oakland, Central/ East Oakland, and Central Alameda County. Projects that apply findings from one or more CBTPs (or other relevant planning efforts) to other low-income areas or constituencies within the county are also eligible.

MTC funds the Lifeline program with multiple federal and state sources including State Transportation Account (STA), Job Access and Reverse Commute (JARC) and Proposition 1B Transit. STA and JARC can be used to fund transit operations or transit capital projects, Prop. 1B Transit is limited to transit capital projects. The Cycle 2 Lifeline Program was initially adopted by the Alameda County CMA Board in April

2008 and included \$2 million of Lifeline Prop. 1B Transit funding for elevator improvements at the Ashby Station associated with the Ed Roberts Campus. The elevator project was completed under budget, leaving \$270,000 in unexpended Lifeline Prop. 1B Transit funds. BART is requesting the Alameda CTC reprogram the remaining Lifeline funding to the MacArthur Station Plaza Improvements (MacArthur Plaza) project, which has a funding shortfall.

Although the MacArthur Station is not located within one of Alameda County's five Community-based Transportation Plan (CBTP) study areas, the components proposed for Lifeline funding (detailed in Attachment A) are consistent with strategies identified in several of the Alameda County CBTPs. Additionally, the MacArthur Station is located within a Community of Concern, as defined by MTC.

The MacArthur Plaza project's funding shortfall of approximately \$800,000 is due to the need for BART to reallocate funding initially identified for the MacArthur Plaza to the associated parking garage project to cover additional project costs caused by a project delay. This has put key components of the MacArthur Plaza scope at risk for removal if additional funds are not secured. Specifically, the \$270,000 of Lifeline funds will allow specific bike rack, tactile path, wayfinding and access components as detailed in Attachment A to be retained in the project scope. The project's final design is scheduled for completion in November 2012 and construction is scheduled to begin February 2013. The Lifeline Prop. 1B Transit funds have an allocation deadline of June 2013. BART's construction schedule would meet the allocation and expenditure milestone requirements.

Alameda CTC staff reviewed previously-approved, Cycle 2 (2008) and Cycle 3 (2012), Lifeline programs for other potential project candidates, but did not identify projects eligible for Prop. 1B Transit funding that would be a priority for Lifeline funding at this time.

Next Steps

If approved, the reprogramming request will go to MTC for consideration in December 2012. If approved by MTC, BART will revise its Prop. 1B Transit allocation in January 2013.

Attachment

Attachment A: MacArthur Station Plaza - Components Proposed for Lifeline Funds

**MacArthur BART Entry Plaza Renovation
Components Proposed for Lifeline Funding
September 27, 2012**

- Provide 200 space bicycle racks and related accessories for the MacArthur Bike Station. The need for secure bicycle parking was identified in the station area planning and bicycle access planning conducted by BART as well as the planning efforts of the City of Oakland. The proposed bicycle facilities will provide greater mobility for low income and minority riders of BART. The actual bike station structure is funded from other grants, but the bicycle racks are a critical component of the new and renovated facilities.
- Provide a tactile path and wayfinding project that will include a tactile paving strip from the bus loading and kiss/ride areas through the plaza to the station entrance and accessible fare gates. The tactile strip is a raised pathway detectable to blind and low-vision patrons, with color and texture that contrasts with the adjacent pavement. The path project is a desired improvement advocated by BART's Accessibility Task Force and other disability advocates.
- Remove physical barriers between station entrance, bus stops and the primary pedestrian intersection by replacing the raised landscape beds and other physical impediments with an assessable concrete surface and benches. The goal is to provide greater convenience and ease for disabled and elderly passengers who access the BART system by other modes other than the automobile.
- Provide wayfinding signage within the plaza and intermodal area. The signage would include transit center information and guides to the various transit services that serve the MacArthur Station.

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Memorandum

DATE: November 6, 2012

TO: Programs and Projects Committee

FROM: Matt Todd, Manager of Programming
Vivek Bhat, Senior Transportation Engineer

SUBJECT: California Transportation Commission (CTC) October 2012 Meeting Summary

Recommendation

This item is for information only. No action is requested.

Discussion

The California Transportation Commission is responsible for programming and allocating funds for the construction of highway, passenger rail, and transit improvements throughout California. The CTC consists of eleven voting members and two non-voting ex-officio members. The San Francisco Bay Area has three (3) CTC members residing in its geographic area: Bob Alvarado, Jim Ghielmetti, and Carl Guardino.

The October 2012 CTC meeting was held at Sacramento, CA. Detailed below is a summary of the three (3) agenda items of significance pertaining to Projects / Programs within Alameda County that were considered at the October 2012 CTC meeting (Attachment A).

1. Proposition 1B Corridor Mobility Improvement Account (CMIA) /I-880 SB HOV Lane Extension-South Segment (Marina to Davis)

The CTC approved de-allocation of \$5,754,000 in Proposition 1B CMIA Program funds from the I-880 SB HOV Lane Extension-South Segment (Marina to Davis) project, thereby reducing the original CMIA construction capital allocation of \$51,700,000 to \$45,946,000

Outcome: The de-allocation reflects contract award savings. Construction phase is scheduled to begin in in late fall 2012.

2. Trade Corridor Improvement Fund (TCIF)/ I-580 EB Truck Climbing Lane project

The CTC approved an amendment of the TCIF baseline agreement for the I-580 Eastbound Truck Climbing Lane project to update the project schedule and the funding plan. For

construction purposes, this project is being combined with a SHOPP-funded emergency road repair project. The traffic staging plans had to be modified before the two contracts could be combined.

Outcome: The construction duration has increased by ten months. Construction phase is scheduled to be complete by December 2015.

3. Trade Corridor Improvement Fund (TCIF)/ Outer Harbor Intermodal Terminals (Segment 2)

The CTC approved allocation of \$65.8 Million in TCIF funds for the Port of Oakland's Outer Harbor Intermodal Terminal Project.

Outcome: Allocation will allow Project to be advertised and proceed to construction.

Attachment(s)

Attachment A: October 2012 CTC Meeting Summary for Alameda County Projects /Programs

October 2012 CTC Summary for Alameda County Projects/ Programs

Sponsor	Program / Project	Item Description	CTC Action / Discussion
Alameda CTC	Corridor Mobility Improvement Account (CMIA) Program /I-880 SB HOV Lane Extension-South Segment (Marina to Davis)	De-allocate \$5.7M, thereby reducing the original CMIA construction capital allocation of \$51,700,000 to \$45,946,000, to reflect contract award savings.	Approved
Caltrans	Trade Corridor Improvement Fund (TCIF)/ I-580 Eastbound Truck Climbing Lane project	Amend the TCIF baseline agreement for the I-580 Eastbound Truck Climbing Lane project to update the project schedule and the funding plan.	Approved
Port of Oakland	Trade Corridor Improvement Fund (TCIF)/ Outer Harbor Intermodal Terminals – Segment 2	Allocate \$65.8 Million in CON phase	Approved

http://www.dot.ca.gov/hq/transprog/ctcbooks/2012/1012/00_Timed.pdf

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Memorandum

DATE: November 6, 2012

TO: Programs and Projects Committee

FROM: Matt Todd, Manager of Programming
John Hemiup, Senior Transportation Engineer

SUBJECT: Report of Pavement Condition Of Bay Area Jurisdictions 2011 by the Metropolitan Transportation Commission (MTC)

Recommendation

This item is for information only. No action is requested.

Summary

MTC released the "Pavement Condition Of Bay Area Jurisdictions 2011" report on October 29, 2012. This report provides total lane miles and the Pavement Condition Index (PCI) scores for each city and county in the San Francisco Bay Area. The PCI score is a numerical index between 0 and 100, based on a three year running average, which indicates the average condition of the roadway pavement in a jurisdiction. In Alameda County, PCI scores ranged from Very Good to At-Risk for the 14 cities of Alameda, Albany, Berkeley, Dublin, Emeryville, Fremont, Hayward, Livermore, Newark, Oakland, Piedmont, Pleasanton, San Leandro, Union City and the County of Alameda.

Discussion

The San Francisco Bay Area roadway network comprises of 42,659 total lane miles of which 7,953 miles (19%) is represented by the cities and County of Alameda.

Every year local jurisdictions analyze their pavement conditions by evaluating representative samples of roadways and entering this data into MTCs' online Pavement Management Program (PMP) called "Street Saver". The "Street Saver" program is a computer-assisted decision-making process designed to help cities and counties prevent pavement problems through judicious maintenance, and to diagnose which roadways to repair in a timely, cost-effective manner. In this report, MTC compiles the PCI scores for the jurisdictions in the nine counties of the Bay Area and ranks them by Condition Categories, ranging from Very Good-Excellent (PCI= 80-100) to Failed (PCI= 0-24):

The following table describes the average pavement conditions and possible roadway treatments recommended per each Condition Category:

Condition Category	Description
Very Good-Excellent (PCI= 80-100)	Pavements are newly constructed or resurfaced and have few if any signs of distress
Good (PCI= 70-79)	Pavements require mostly preventive maintenance and have only low levels of distress, such as minor cracks or spalling, which occurs when the top layer of asphalt begins to peel or flake off as a result of water permeation.
Fair (PCI= 60-69)	Pavements at the low end of this range have significant levels of distress and may require a combination of rehabilitation and preventive maintenance to keep them from deteriorating rapidly.
At Risk (PCI= 50-59)	Pavements are deteriorated and require immediate attention including rehabilitative work. Ride quality is significantly inferior to better pavement categories
Poor (PCI= 25-49)	Pavements have extensive amounts of distress and require major rehabilitation or reconstruction. Pavements in this category affect the speed and flow of traffic significantly.
Failed (PCI- 0-24)	Pavements need reconstruction and are extremely rough and difficult to drive.

The following table summarizes the lane miles, the running three year average PCI and the condition category of the 14 Alameda cities and the county of Alameda:

Jurisdiction	Lane Miles	PCI 2011	Category
Dublin	247	84	Very Good
Union City	331	79	Good
Livermore	670	78	Good
Emeryville	47	78	Good
Pleasanton	498	77	Good
Alameda County	995	73	Good
Piedmont	78	73	Good
Newark	250	71	Good
Hayward	629	69	Fair
City of Alameda	275	67	Fair
Fremont	1,065	63	Fair
Berkeley	453	59	At Risk
Albany	59	58	At Risk
Oakland	1,964	57	At Risk
San Leandro	392	56	At Risk

The PCI value provided in the “Pavement Condition Of Bay Area Jurisdictions 2011” report is an average of 3 years and each years’ PCI represents an average of all the various road conditions within a jurisdictions’ roadway network. MTC Staff provided the following summary of both Alameda County (including all jurisdictions) and the entire Bay Area for the single year of 2011, showing the percentage of Lane Miles that correlate to various Condition Categories.

Alameda County
(All Jurisdictions)

	Lane Miles of Local Street & Road Pavement									
	Excellent PCI=90-100	Very Good PCI = 80-89	Good PCI = 70-79	Fair PCI = 60-69	At Risk PCI = 50-59	Poor PCI = 25-49	Failed PCI = 0-24	No Data	Totals	Wgt. PCI
Alameda County*	954.38	1690.91	1773.31	1122.09	848.97	1264.84	297.94	1.85	7952	70.09
Percent	12.00%	21.26%	22.30%	14.11%	10.68%	15.91%	3.75%	0.02%	100%	

Bay Area
(nine counties)

	Lane Miles of Local Street & Road Pavement									
	Excellent PCI=90-100	Very Good PCI = 80-89	Good PCI = 70-79	Fair PCI = 60-69	At Risk PCI = 50-59	Poor PCI = 25-49	Failed PCI = 0-24	No Data	Totals	Weighted Avg PCI
Bay Area	3,734	9,502	8,950	5,977	4,607	6,772	3,060	144	42,745	66
Percent	9%	22%	21%	14%	11%	16%	7%	0%	100%	

Only 4 of the 9 counties can point to one city in their jurisdiction that made the top of the average Condition Category as Very Good and Dublin stands as second highest lane miles to enjoy this premium status. A majority of Alameda cities (6) and the County also enjoyed an average Condition Category of Good and could look towards applying preventive maintenance practices to keep this status. Though 3 cities are categorized as Fair, this does indicate that more roadways are becoming worn and thus will require rehabilitation along with preventive maintenance to improve their status.

If voters approve Measure B1 supporting the 2012 Transportation Expenditure Plan on November 6, 2012, additional resources would be available to assist local agencies to improve their roadway network through rehabilitative project and preventive maintenance practices.

Attachment

Attachment A: Pavement Condition Of Bay Area Jurisdictions 2011

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Pavement Condition Of Bay Area Jurisdictions 2011

Pavement Condition Index (PCI) for Bay Area Jurisdictions, 2011

			3-Year Moving Average				
Jurisdiction	County	Total Lane Miles	2006	2007	2009 ¹	2010	2011
Very Good (PCI = 80–89)							
Brentwood	Contra Costa	407	85	84	85	86	86*
Belvedere	Marin	24	81	79	82	84	85**
Dublin	Alameda	247	80	80	81	82	84
Foster City	San Mateo	121	82	83	82	81	81
Los Altos	Santa Clara	226	85	84	83	82	81
Good (PCI = 70–79)							
San Pablo	Contra Costa	102	67	72	76	80	79*
Atherton	San Mateo	106	68	69	73	77	79*
Union City	Alameda	331	76	75	76	78	79*
Livermore	Alameda	670	79	79	78	78	78
Dixon	Solano	126	81	77	76	76	78
Santa Clara	Santa Clara	592	83	82	82	80	78
Emeryville	Alameda	47	76	79	76	77	78*
Daly City	San Mateo	254	70	73	75	77	77
Los Altos Hills	Santa Clara	113	74	75	76	77	77*
Pleasanton	Alameda	498	74	75	76	77	77
Portola Valley	San Mateo	71	64	63	67	73	77**
Redwood City	San Mateo	354	74	76	77	78	77
Brisbane	San Mateo	57	70	73	76	77	77*
Morgan Hill	Santa Clara	256	71	75	76	77	77
San Ramon	Contra Costa	427	74	73	74	75	76
Sunnyvale	Santa Clara	636	80	77	74	75	76
Burlingame	San Mateo	162	68	72	75	77	76
Mountain View	Santa Clara	330	74	74	75	76	75*
Campbell	Santa Clara	218	78	76	75	75	75
Contra Costa County	Contra Costa	1,319	83	82	80	78	75
Oakley	Contra Costa	229	83	80	78	76	75*
Sonoma	Sonoma	68	80	79	79	77	74
Hercules	Contra Costa	122	75	74	73	73	74*
San Rafael	Marin	331	63	66	70	75	74

Pavement Condition Index (PCI) for Bay Area Jurisdictions, 2011 (continued)

			3-Year Moving Average				
Jurisdiction	County	Total Lane Miles	2006	2007	2009¹	2010	2011
Santa Clara County	Santa Clara	1,437	75	77	75	74	74
Clayton	Contra Costa	94	75	77	76	75	74*
Gilroy	Santa Clara	256	82	80	79	76	74***
Alameda County	Alameda	995	69	71	72	72	73
Fairfield	Solano	718	77	75	73	73	73*
Novato	Marin	317	65	67	71	73	73
Palo Alto	Santa Clara	383	N/A	N/A	72	73	73*
Vacaville	Solano	582	78	79	77	76	73
El Cerrito	Contra Costa	145	53	50	50	62	73*
Lafayette	Contra Costa	202	64	70	71	72	73*
Piedmont	Alameda	78	67	67	69	70	73*
San Mateo	San Mateo	412	61	67	70	73	72*
Concord	Contra Costa	713	78	78	78	76	72*
Danville	Contra Costa	315	74	73	72	73	72
Hillsborough	San Mateo	164	64	66	69	71	72*
Saratoga	Santa Clara	281	70	71	72	71	72
South San Francisco	San Mateo	296	67	71	72	73	72
Windsor	Sonoma	171	74	75	74	73	71
Corte Madera	Marin	71	73	73	73	72	71
Newark	Alameda	250	75	71	69	69	71
Walnut Creek	Contra Costa	435	72	74	73	73	71
American Canyon	Napa	107	76	76	75	74	71
Yountville	Napa	17	67	65	67	69	71
Cupertino	Santa Clara	303	69	70	70	70	70*
Tiburon	Marin	67	64	67	68	70	70*
Fair (PCI= 60–69)							
Antioch	Contra Costa	666	70	70	70	69	69
Monte Sereno	Santa Clara	27	65	70	68	69	69*
Pinole	Contra Costa	119	71	71	70	70	69*
Ross	Marin	22	64	65	69	67	69
San Mateo County	San Mateo	625	65	67	68	69	69
Hayward	Alameda	629	68	68	69	69	69

Pavement Condition Index (PCI) for Bay Area Jurisdictions, 2011 (continued)

			3-Year Moving Average				
Jurisdiction	County	Total Lane Miles	2006	2007	2009¹	2010	2011
Cloverdale	Sonoma	65	69	71	72	71	68
Fairfax	Marin	55	69	70	69	69	68*
Los Gatos	Santa Clara	222	72	73	72	69	68
Milpitas	Santa Clara	291	70	70	70	69	68
Rohnert Park	Sonoma	206	68	67	67	69	68*
Solano County	Solano	940	58	61	64	67	68
Colma	San Mateo	23	67	72	67	65	68*
Menlo Park	San Mateo	200	62	62	62	63	68
Suisun City	Solano	150	53	50	55	62	68*
Alameda	Alameda	275	63	63	62	66	67*
Pleasant Hill	Contra Costa	225	62	65	65	67	66
San Carlos	San Mateo	175	68	69	70	67	65*
Santa Rosa	Sonoma	1,097	64	64	65	65	65
Pittsburg	Contra Costa	334	65	64	64	64	64
San Francisco City/County	San Francisco	2,130	64	64	64	64	64
San Jose	Santa Clara	4,264	63	63	63	64	64
Sebastopol	Sonoma	47	67	67	66	65	64
Fremont	Alameda	1,065	70	68	66	64	63
Healdsburg	Sonoma	93	66	66	67	66	63*
San Bruno	San Mateo	178	62	64	63	63	63
Sausalito	Marin	52	69	68	65	63	63***
Mill Valley	Marin	117	64	62	60	61	62*
Millbrae	San Mateo	125	60	57	57	59	62
Benicia	Solano	190	70	68	66	63	61
Cotati	Sonoma	46	66	66	64	64	61
Calistoga	Napa	31	57	57	59	60	61*
Martinez	Contra Costa	230	57	57	59	59	60
Napa County	Napa	835	54	51	55	57	60*
Pacifica	San Mateo	188	64	60	59	59	60

Pavement Condition Index (PCI) for Bay Area Jurisdictions, 2011 (continued)

			3-Year Moving Average				
Jurisdiction	County	Total Lane Miles	2006	2007	2009 ¹	2010	2011
At-Risk (PCI = 50–59)							
Berkeley	Alameda	453	62	60	60	60	59
Half Moon Bay	San Mateo	54	55	59	61	62	59*
Napa	Napa	465	52	53	55	57	58
Albany	Alameda	59	62	63	63	60	58
Belmont	San Mateo	135	61	61	61	60	58*
Richmond	Contra Costa	568	46	50	53	55	58
Woodside	San Mateo	96	62	60	57	57	58*
Oakland	Alameda	1,964	56	57	59	56	57
San Anselmo	Marin	81	59	58	57	55	56
San Leandro	Alameda	392	62	60	58	57	56
Moraga	Contra Costa	110	61	60	59	58	56
East Palo Alto	San Mateo	80	60	56	52	53	53*
Marin County	Marin	846	48	49	50	52	52
Petaluma	Sonoma	390	60	57	55	55	52
Vallejo	Solano	706	54	54	53	53	51
Poor (PCI = 25–49)							
Orinda	Contra Costa	192	46	47	48	49	48*
Rio Vista	Solano	45	51	48	45	42	47
Sonoma County	Sonoma	2,713	44	44	44	45	45
St. Helena	Napa	51	58	53	48	46	44
Larkspur	Marin	64	51	48	47	45	44
Regional		42,659	64	65	66	66	66

Notes:

Where “N/A” is indicated, the jurisdiction used a pavement management software that does not use PCI scale.

¹ Increased utilization of online reporting options by many jurisdictions in 2009 allowed MTC to collect and tabulate 2009 pavement condition data, even as 2008 data was still being compiled. To simplify reporting, MTC decided not to separately report 2008 data, electing instead to bring all PCI data up to date as of 2009. The reported 2009 three-year moving average is computed from the individual-year scores for 2006, 2007 and 2009.

* Three-year moving average score is an estimate based on inspections done in 2010.

** Three-year moving average score is an estimate based on inspections done in 2009.

*** Three-year moving average score is an estimate based on inspections done in 2008.

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Memorandum

DATE: November 6, 2012

TO: Programs and Projects Committee

FROM: Stewart D. Ng, Deputy Director for Programming and Projects
Kanda Raj, Project Controls Team

SUBJECT: **I-680 Northbound Express Lane Project (ACTIA 8B)– Allocation of 2000 Measure B Capital Funding and Approval to Amend the Professional Services Agreement with WMH Corporation for expanded scope of services**

Recommendation

It is recommended the Commission approve the following actions related to the funding and implementation of the I-680 Northbound Express Lane Project (APN 721.0):

1. Authorize the shift of \$4.5 million from the 2000 Measure B Programmed Balance for the I-680 Northbound Express Lane Project (APN 721.0) to the 2000 Measure B Programmed Balance for the I-680 Southbound Express Lane Project (APN 710.4) and maintain the combined 2000 Measure B Total Commitment of \$35.197 million for both directions;
2. Allocate \$4.5 million from the 2000 Measure B Programmed Balance for the I-680 Northbound Express Lane Project for the Preliminary Engineering/Environmental Studies Phase of the Project; and
3. Authorize the Alameda CTC Executive Director, or designee of the Executive Director, to execute Amendment No.1 to the Professional Services Agreement with WMH Corporation (Alameda CTC Agmt. No. A11-0034) to extend the termination date of the Agreement from June 30, 2014 to June 30, 2015, and to increase the not to exceed compensation amount of the Agreement by \$2,500,000 to a revised total of \$6,161,366 to accommodate an expanded scope of services to complete the Project Initiation Document (PID) and Project Approval and Environmental Document (PA&ED) phases of project development for the I-680 Northbound Express Lane Project ("Project").

The I-680 Express Lane Joint Powers Authority is also reviewing these recommendations this month.

Summary

The I-680 Sunol Express Lanes Project, including both the northbound and southbound lanes, is one of the 27 capital projects included in the 2000 Measure B Transportation Expenditure Plan. Initially, the total 2000 Measure B commitment for the project was allocated for the southbound project,

including \$20 million to advance the share of certain State funds that were not available at the time needed for project delivery. The southbound Express Lane has been constructed and is being operated by the I-680 Sunol JPA. The \$20 million used to advance the State funding has been repaid and was programmed to the northbound Express Lane project in the FY 2011/12 2000 Measure B Strategic Plan, leaving a total 2000 Measure B commitment for the southbound project of \$15.197 million. The first recommended action would adjust the two individual 2000 Measure B commitments to \$19.697 million and \$14.5 million for the southbound and northbound projects, respectively, while maintaining the total combined commitment of \$35.197 million.

In September 2012, the I-680 Sunol JPA reviewed a breakeven analysis presented for the I-680 Southbound Express Lane Operations. The adjustment to the southbound project is consistent with actions approved by the I-680 Sunol JPA. The previously allocated amount for the I-680 Northbound Express Lane Project is \$5.5 million. The recommended allocation of \$4.5 million is required for the additional consultant, Caltrans and agency staff costs.

In July, 2011 the Alameda CTC retained WMH Corporation (“Consultant”) to provide PA&ED services for converting an already approved I-680 Northbound High Occupancy Vehicle (HOV) Lane project to a combined HOV/Express Lane facility, between SR 237 and SR 84. However, in August 2011, in response to a writ filed by a local city the Alameda County Superior Court directed the Department (Caltrans) to vacate the environmental document prepared for the I-680 Northbound HOV Lane project in its entirety. Given the Court’s direction and that seven to ten years has passed since the environmental studies were conducted, Caltrans and Alameda CTC have determined that a completely new environmental document is required for the Project. In addition, expanded preliminary engineering, traffic analysis, technical studies and a higher level of environmental document will be needed to approve the Project.

Amendment No.1 to Agreement No.A11-0034 will reset the Consultant’s base project scope, schedule and budget to incorporate these changes.

Discussion

The Project proposes to widen I-680 from SR 237 to SR 84 in Santa Clara and Alameda Counties to construct a northbound HOV/Express Lane to 1) reduce traffic congestion and thereby enhance mobility along this corridor, 2) reduce travel time and improve travel reliability, 3) reduce congestion related accidents, and thereby enhance safety, and 4) provide a complementary facility for commuters using the existing I-680 Southbound Express Lane. The combined HOV/Express Lane facility will allow solo drivers to access the unused lane capacity for a fee while allowing carpool traffic to use the lane at no cost.

When the Consultant was initially retained by the Alameda CTC, it was determined that a combined Project Study Report/Project Report (PSR/PR) and Initial Study/Environmental Assessment (IS/EA) would be the appropriate level of project approval and environmental clearance documentation required to complete the PA&ED phase. At that time, the scope assumed re-evaluating previously completed environmental technical studies and completing a Negative Declaration/Finding of No Significant Impact (ND/FONSI) to convert the HOV lane to a combined HOV/Express Lane. It was also assumed that exceptions to nonstandard design features approved under the 2005 PA&ED would not require re-approval for the Project.

In response to the Court's direction, Caltrans has vacated the HOV Lane project which requires that the scope of services be revised to include both the PID and PA&ED phases of project development for a new combined HOV/Express Lane facility. Based on coordination between Caltrans and Alameda CTC, the design team will now prepare a concurrent Project Study Report-Project Development Support (PSR-PDS, a PID document) in addition to completing a Project Report (PR) and a higher level environmental document – Environmental Impact Report/Environmental Assessment (EIR/EA) for the HOV/Express Lane project. These decisions resulted in overhauling the initial project delivery approach, warranting revisions to Consultant's express lane scope of services, schedule and budget.

Major scope revisions that require resetting the project scope, schedule and budget for the Project are summarized below.

Traffic Studies

The base scope of services included traffic studies to analyze the effects of converting the HOV Lane to a combined HOV/Express Lane on I-680 northbound from SR 237 to SR 84. The Alameda Superior Court agreed with the writ filed by a local city that highlighted a lack of traffic data to determine the perceived effect of the HOV Lane project to their local streets. The local city maintained that adding capacity on I-680 northbound would result in increased cut-through traffic on its local streets. To address the court ruling, the project team will have to expand the traffic study area to encompass both the I-680 northbound corridor between SR 237 and Alcosta Boulevard, as well as the "Tri-Valley Triangle Area" bounded by I-680, I-580 and SR 84. The traffic studies will also include a more detailed analysis of traffic operations on I-680 northbound and at ramp termini/local street intersections. The project team has proactively engaged with local city traffic staff to reach consensus on the scope of the traffic studies and will continue to work with them to reach an equitable solution.

The additional cost to perform the augmented scope of traffic study services is estimated as \$371,000.

Preliminary Engineering

The base scope of services included data collection, planning activities, preparing base mapping, developing study alternatives, and preparing preliminary cost estimate, using information from the 2005 PA&ED studies. Since the 2005 HOV project was vacated, the approved PSR and Project Report for that project were no longer valid. Therefore, Caltrans communicated with Alameda CTC and determined that a PSR-PDS document together with the required supporting studies and documentation would be required to authorize the Project to proceed to the PA&ED phase.

The additional cost to perform the augmented scope of preliminary engineering services is estimated as \$267,000.

Environmental Technical Studies

The base scope of services primarily focused on the reevaluation of environmental technical reports prepared for the previous HOV Lane project and to address the incremental improvements associated with converting the HOV Lane to an HOV/Express Lane facility. To support preparation of an EIR/EA document, various technical analyses are required. To the extent feasible, data and technical information prepared by Caltrans under prior studies will be utilized. However, due to the prior project controversies, the fact that prior technical studies were published between seven and ten years ago, and significant updates in state and federal standards and guidelines having occurred since that

time - new field investigations and environmental technical reports are required. In addition, environmental technical studies for special status species and the widening of Alameda Creek Bridge will also be included in this revised scope of services.

The additional cost to perform the augmented scope of services is estimated as \$663,000.

Environmental Document

The base scope assumed that the HOV component of the project was already approved and that the 2005 ND/FONSI will be revalidated to add the express lane. The scope was therefore focused on technical reports that addressed the incremental improvements associated with converting the HOV lane to an HOV/Express Lane, determining the northerly limits of the express lane, performing minor widening for express lane ingress/egress locations and CHP enforcement, and installing equipment to support operation of the express lane facility.

Based on the Court's ruling, the project team determined that for the State environmental clearance under the California Environmental Quality Act (CEQA), an EIR is the appropriate level of analysis for the project. For the Federal environmental clearance under the National Environmental Policy Act (NEPA), this project is expected to complete an EA. In addition, Caltrans under NEPA delegation determined that this will be a "complex EA," based on past controversies, potential for noise, visual effects and concern regarding environmental justice (associated with the express lane).

The additional documentation and review cycles required for EIR/EA approval are expected to extend the PA&ED schedule from the initial estimate of 21 months to 36 months.

The additional cost to perform the augmented environmental document scope of services is estimated as \$303,000.

Project Approval

The base scope of services included preparation of a combined PSR/PR and limited new technical studies to convert the HOV lane to an HOV/Express Lane facility, by making reference to and/or utilizing the approved technical studies prepared for the HOV Lane project. To address the court's ruling, a Project Report (PR) will be prepared to obtain project approval for the revised HOV/Express Lane Project. The project team also determined that all new technical reports would be required to support the PR including preparation of fact sheets to approve nonstandard design features approved under the 2005 PA&ED, and conceptual landscape plans. Geometric plans will be developed for both the full Build Alternative and an initial fundable phase of construction to support the EIR/EA documentation. Advance planning studies for five additional bridge structures and twelve special retaining walls are also required.

The additional cost to perform the augmented project approval scope of services is estimated as \$570,000.

Project Management

The project management effort has increased since the approval of base scope, based on the scope changes outlined above. Additional coordination and management efforts are required to support the revised traffic, environmental, and engineering processes, including extending the project schedule by 15 months.

The additional cost to perform the augmented project management scope of services is estimated as \$261,000.

Furthermore, additional traffic studies may be warranted to address project impacts, including expanding the study limits on various local street intersections. Therefore, the staff recommends including an additional \$65,000 as project contingency funds. These funds will not be authorized, unless deemed necessary in writing by the Executive Director.

Therefore, in summary an additional budget of \$2,500,000 is required to accommodate the expanded scope of services described above.

Fiscal Impact

Approval of the recommended actions will result in \$4.5 million of 2000 Measure B capital funds being allocated and made available for encumbrance and subsequent expenditure. The allocation is consistent with the approved FY 2012/13 2000 Measure B Allocation Plan, and the subsequent encumbrance and expenditures are reflected in the current 2000 Measure B Capital Program Financial Plan, which is used as the basis for the Alameda CTC's annual budgeting processes.

Attachment (s)

Attachment A: Summary of Amendments

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Summary of Amendments
I-680 Northbound Express Lane Project - Consulting Services Agreements

Agreement No.	Date	Original/ Amendment	Amount of Amendment	Total Contract Amount	Description
A11-0034	July 2011	Original		\$ 3,661,366	Provide preliminary engineering and environmental studies to complete a combined PSR/PR and ND/FONSI.
	November 2012	Proposed Amend. 1	\$ 2,500,000	\$ 6,161,366	Provide expanded preliminary engineering and environmental study scope of services to complete a concurrent PSR-PDR, PR and an EIR/EA for the project.

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Memorandum

DATE: November 6, 2012

TO: Programs and Projects Committee

FROM: Stewart Ng, Deputy Director, Programming and Projects
James O'Brien, Project Controls Team

SUBJECT: **Telegraph Avenue Corridor Transit Project (APN 607.0) - Approval of Allocation of Measure B Funding for the Plans, Specifications and Estimate (Design) Phase**

Recommendations

It is recommended that the Commission approve the following actions related to the Telegraph Avenue Corridor Transit Project (ACTIA No. 07A):

1. Allocate \$1,328,000 of Measure B funding for the Plans, Specifications and Estimate (PS&E) Phase; and
2. Authorize the execution of Amendment No. 5 to the Project Specific Funding Agreement (PSFA) with AC Transit for the Preliminary Engineering / Environmental Studies (PE/Env) Phase (Agreement No. A05-0005) to add the PS&E Phase, encumber the allocated funds along with funds made available upon the closeout of the other sub-projects (ACTIA 07B and 07C), and to extend the termination date of the PSFA to September 30, 2014 to allow for completion and close out of the PE/Env and PS&E phases.

Summary

The Telegraph Avenue Corridor Transit Project (ACTIA 07A) is a sub-project of one of the 27 capital projects included in the 2000 Measure B Expenditure Plan. The project is currently transitioning from the PE/Env phase to the PS&E phase and is being implemented by AC Transit. The other two sub-projects, the San Pablo Avenue Corridor Transit Improvement Project (ACTIA 07B) and the Telegraph Avenue Corridor Transit Project - Stage 2 (ACTIA 07C) are complete and have been closed out.

AC Transit has requested the recommended allocation and amendment to PSFA No. A05-0005. The current budget for the PE/Env phase of the project is \$18.3 million. The PE/Env phase budget includes \$9.1 million of Measure B funds (i.e. 49.7% of the total phase budget) and a mix of federal, state and regional funds. The current budget for the PS&E phase of the project is \$11.3 million. The PS&E phase budget includes \$2.411 million of Measure B funds (i.e. 21.3% of the total phase budget) and a mix of federal, state and regional funds. The amount of Measure

B funds in the PS&E phase budget includes the amount recommended for allocation above plus \$1.083 million made available upon closeout of the San Pablo Avenue Corridor Transit Improvement Project (ACTIA 07B) and the Telegraph Avenue Corridor Transit Project - Stage 2 (ACTIA 07C) projects. The \$1.083 million of rollover funds from ACTIA 07B and ACTIA 07C is included in the previously allocated amount based on the fact that the funding had been allocated for projects ACTIA 07B and 07C.

Table 1 below summarizes the total Measure B commitment to the project and the allocated amount.

Table 1: Summary of Telegraph Avenue Corridor Transit Project (ACTIA No. 07A) 2000 Measure B Commitment and Allocations		
Description	Allocation Amount (\$ x 1,000)	Remaining 2000 MB Programmed Balance (\$ x 1,000)
Total Measure B Commitment (FY12/13 Dollars)	NA	\$ 11,510
Previously Allocated Amount	\$ 10,182 ¹	\$ 1,328
Recommended Allocation (This Agenda Item)	\$ 1,328	\$ 0
Remaining Measure B Programmed Balance		\$ 0
Notes:		
1. Previously allocated amount includes \$1.083M transferred from ACTIA 07B and ACITA 07C upon closeout of those sub-projects.		

The allocated 2000 Measure B capital funds summarized in Table 1 above are made available for expenditure through encumbrances such as Project Specific Funding Agreements with the project sponsor.

Including the PS&E phase in the same PSFA as the PE/Env phase will allow for the shift of any Measure B funds not used for the PE/Env phase to the PS&E phase without the need for a formal amendment to the PSFA when the cutover from PE/Env to PS&E occurs. Since the project is in the process of transitioning from the PE/Env phase to the PS&E phase, the ability to shift the funds between phases in the same agreement will reduce the administrative efforts related to delivering the Measure B funds to the project. The PSFA includes provisions for such a shift based on a written request submitted by the project sponsor and approved by Alameda CTC staff prior to any costs to be funded by the shift being incurred.

Table 2 below summarizes the encumbrances for PSFA A05-0005 and the amendments approved to date.

Table 2: Summary of Project Specific Funding Agreement No. A05-0005		
Description	Amendment Amount (\$ x 1,000)	Total Amount Encumbered (\$ x 1,000)
Original PSFA A05-0005 Dated 3/2/05	NA	\$ 4,025
Amendment No. 1 to A05-0005 Dated 6/26/08	\$ 946	\$ 4,971
Amendment No. 2 to A05-005 Dated 9/8/09	\$ 0 ¹	\$ 4,971
Amendment No. 3 to A05-0005 Dated 3/26/10	\$ 0 ²	\$ 4,971
Amendment No. 4 to A05-0005 Dated 7/22/10	\$ 1,000	\$ 5,971
Recommended Amendment No. 5 to A05-0005 (This Agenda Item) \$3.128M for PE/Env \$2.411M for PS&E (Design)	\$ 5,539 ³	\$ 11,510
Total Amount Encumbered		\$ 11,510
Notes: 1. Amendment No. 2 revised the amounts per fiscal year without adding new capacity. 2. Amendment No. 3 extended the termination date without adding new capacity. 3. Amendment No. 5 was approved for PE/Env amount in January 2012. The Design amount includes \$1.083M transferred from ACTIA 07B and ACITA 07C upon closeout of those sub-projects.		

Discussion

The initial BRT project extended from the City of Berkeley to the north, through the City of Oakland, and south into the City of San Leandro. The environmental studies for the BRT project began in March 2003. The Draft Environmental Impact Statement/Environmental Impact Report (EIS/EIR) was published in May 2007, but work was delayed on the completion of the Final EIS/EIR due to concerns expressed by the local jurisdictions regarding the development of a locally acceptable project.

AC Transit worked with the cities of Berkeley, Oakland and San Leandro to identify a locally Preferred Alternative (LPA) for the project, which was adopted by the AC Transit Board in June 2010. In December 2011, AC Transit selected a consultant firm to perform both the preliminary engineering and final design phases of the project. In April 2012 the AC Transit Board certified the Final Environmental Impact Report (FEIR) and ultimately adopted the Downtown Oakland

to San Leandro (DOSL) alternative as the preferred. In June 2012, the Federal Transit Agency (FTA) granted the project a Record of Decision (ROD) and officially certified that all federal environmental guidelines have been satisfied. AC Transit recently submitted an updated FTA Small Starts application based on initial PE work with a project estimate of \$178 million.

AC Transit has been working with the Alameda CTC, the Metropolitan Transportation Commission (MTC), and the Federal Transit Administration (FTA) to finalize the project delivery and funding plan. The recommended action is consistent with the project delivery plan developed in conjunction with the agencies involved.

Fiscal Impact

Approval of the recommended actions will result in \$1.328 million of 2000 MB capital funds being allocated and made available for encumbrance and subsequent expenditure. The allocation is earlier than indicated in the approved FY 2012/13 2000 MB Allocation Plan, however the subsequent encumbrance and anticipated expenditures are consistent with the current 2000 MB Capital Program Financial Plan which is used as the basis for the Alameda CTC's annual budgeting processes.



Memorandum

DATE: November 6, 2012

TO: Programs and Projects Committee

FROM: Stewart D. Ng, Deputy Director, Programming and Projects
James Richards, Project Controls Team

SUBJECT: **Approval of authorization for Staff to negotiate and/or coordinate with California Department of Transportation (Caltrans) to negotiate for the sale of the Alameda CTC-owned property (APN 543-275-12-2) and Update on the Draft Disposal Plan for State-owned right-of-way that was purchased for the Former Route 84 Historic Parkway in Fremont and Union City**

Recommendations

It is recommended that the Commission authorize Staff to negotiate and/or coordinate with Caltrans to negotiate with the Fremont Unified School District for the sale of an agency-owned property (Assessor Parcel Number 543-275-12-2) that was acquired from the former Measure B-funded Route 84 Historic Parkway Project in Fremont.

Summary

Through the Letter of Intent (LOI) dated October 31, 2012, the Fremont Unified School District (FUSD) has expressed interest in purchasing a vacant property currently owned by the Alameda County Transportation Commission. This property is approximately 11.06 acre in size and is located in between Fremont Boulevard and Paseo Padre Parkway in Fremont.

This Alameda CTC-owned property is also located in between two large vacant Caltrans-owned properties. The FUSD has also expressed its interest directly to Caltrans in purchasing the state-owned land. It is the desire of the FUSD to use these properties together for the construction of a middle school as well as other improvements.

For several years, these properties (state-owned and agency-owned) have been planned for disposal because they are no longer needed for their originally intended purpose, which was for the construction of a sales tax-funded highway project. Therefore, as the FUSD has expressed interest in purchasing the property now, it is recommending that the Commission accelerate the land disposal process and authorize staff to enter negotiations and/or partner with Caltrans to negotiate for the sale of the agency-owned property. The revenue from the potential sale of the property will fund the construction of the 1986 Measure B-funded East-West Connector Project

(Modified Route 84 Historic Parkway Project) in Fremont and Union City. This funding arrangement has been previously approved by the Commission and remains a long standing commitment to the project.

FUSD will need all three properties for its planned improvements. Staff coordination with Caltrans will be essential to this effort as well as achieving the aggressive acquisition timing desired in the LOI.

Background

In 1990, the former Alameda County Transportation Authority (ACTA) acquired a property approximately 11.06 acre in size and located between Fremont Boulevard and Paseo Padre Parkway in Fremont. This ACTA-owned (now Alameda CTC) property is also located between two large State-owned properties. These properties were acquired for the construction of the 1986 Measure B-funded Route 84 Historic Parkway Project. In 2007, after a lengthy project development process that involved the preparation of two separate environmental documents, the final acceptable roadway alignment did not require the use of the originally acquired properties. In addition, through the adopted Expenditure Plan Amendment, a Memorandum of Understanding between the Cities of Fremont, Union City, ACTA, and Caltrans, and legislation (AB 1462), it is required that all the state-owned land that was purchased for the original Route 84 Historic Parkway Project, that would not be needed for the construction of the East-West Connector Project, would be disposed, and the generated revenue would go to fund a set of pre-determined projects in the Route 84 Local Area Transportation Improvement Program (Route 84 LATIP), as approved by the California Transportation Commission (CTC). Staff is working with Caltrans and CTC staff in the development of the Draft Disposal Plan for the state-owned land. This Draft Disposal Plan is included as Attachment 3 of this Memorandum.

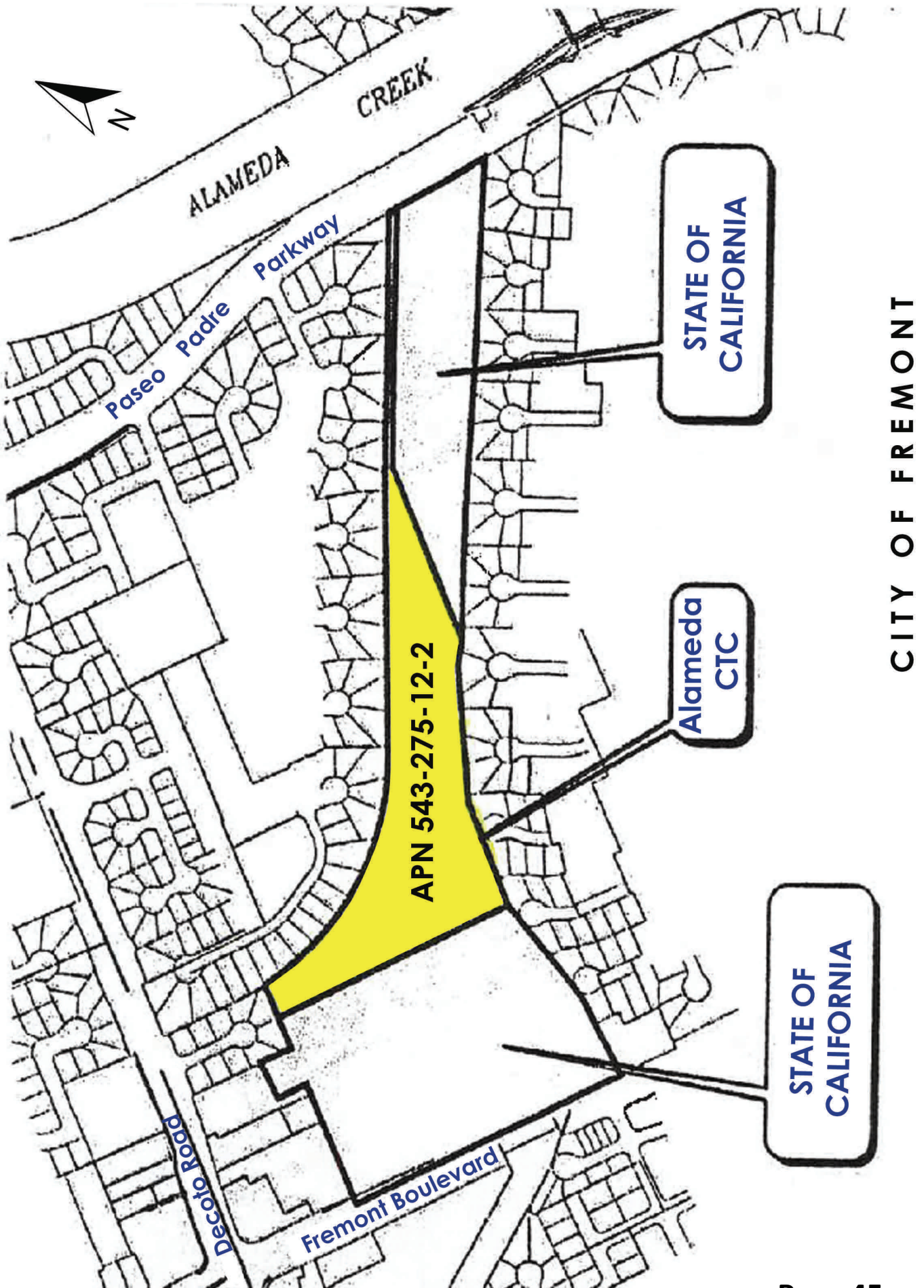
Fiscal Impacts

There is a potential substantial net positive fiscal impact with the approval of this item. In 1990, ACTA purchased the subject property for about \$4.1 million.

Attachments

- Attachment A: Parcel Location Map
- Attachment B: Copy of the Letter of Intent from the Fremont Unified School District, dated October 31, 2012
- Attachment C: Draft Disposal Plan for the Route 84 LATIP

Attachment 1: Parcel Location Map



This map is for illustrative purposes only, not to scale.

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FREMONT UNIFIED SCHOOL DISTRICT

BOARD OF EDUCATION

Lily Mei

Bryan Gebhardt

Larry Sweeney

Ivy Wu

Lara York

James Morris, Ed.D.

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<http://www.fremont.k12.ca.us>

Art Dao, Executive Director
Alameda County Transportation Commission
1333 Broadway, Suite 300
Oakland, CA 94612

This Letter Of Intent is being submitted by the Fremont Unified School District (“**Buyer**”) to the Alameda County Transportation Authority (“**Seller**”) for its review and consideration.

1. Property. The property (“**Property**”) is located adjacent to 35068 Fremont Blvd (APN: 543-275-12-2), being approximately 11.06 acres of land situated in the city of Fremont, Alameda County, Ca., 94536, together with all appurtenant and development rights. The precise boundaries of the Property will be subject to adjustment based on a final preferred configuration such as that shown in Exhibit “A”, attached hereto.
2. Purchase Price. The Parties shall negotiate the Purchase Price on the basis of two (2) appraisals performed by independent MAI appraisers, one selected by each Party. The Parties shall provide the appraisers with mutually agreed instructions, including that the Property is to be appraised in its “As Is” condition without vesting or entitlements. Each Party shall pay for the appraisal it commissions. In the event the two appraisals differ by more than ten percent (10%) and the Parties are unable to reach agreement on a Purchase Price, the Parties shall mutually select a third MAI appraiser, acceptable to both Parties, who will evaluate both prior appraisals and make a determination as to his or her opinion as to the Purchase Price. The cost of the third appraiser will be shared equally between the Parties, and shall not exceed seven thousand five hundred dollars (\$7,500). The Parties agree to negotiate in good faith, within the parameters specified by the above process, to arrive at an agreed Purchase Price within sixty (60) days after the full execution of the Purchase and Sale Agreement (“**Agreement**”). In the event that the Parties are unable to agree upon a mutually acceptable Purchase Price within said sixty (60) day period, either Party shall have the right, in its sole and absolute discretion, to terminate the Agreement which shall thereafter be null and void in its entirety. Buyer shall pay the Purchase Price in cash at Closing. The final Purchase Price will be subject to adjustment based upon the actual amount of Property Buyer acquires, computed on the basis of the per acre price to which the Parties agree, not to exceed the appraised value of the Property without entitlements.
3. Deposits. Within ten (10) days of the mutual execution of the Purchase and Sale Agreement (“**Agreement**”), Buyer and Seller shall open an escrow with First American Title Company (“**Escrow Holder**”). Immediately thereafter, Buyer will deposit the sum of **Twenty five Thousand Dollars (\$25,000)** (the “**Initial Deposit**”) with Escrow Holder. Escrow Holder shall place said deposit into an interest bearing account as an earnest money deposit with interest accruing to the benefit of Buyer.

4. Feasibility Period.

- a. The feasibility period shall begin on the date that Escrow Holder notifies both Parties in writing of Escrow Holder's receipt of a fully executed copy of the Agreement, and shall end on the date that is six (6) months thereafter (the "**Feasibility Period**").
- b. During the Feasibility Period, Buyer may approve or disapprove all matters and documents, at its sole and absolute discretion, affecting development of the Property.
- c. Seller shall deliver to Buyer, within five (5) calendar days after execution of the Agreement by all Parties, complete, accurate and legible (hard and electronic) copies of all documents concerning the Property that are in Seller's possession or control or are readily available to Seller including, but not limited to, title reports, specifications, maps, drawings, surveys, engineering, soils, environmental, and geotechnical studies and reports, leases, estoppels, topographic surveys, grading plans, feasibility, marketing or other studies, investigations or reports, permits, approvals, affordable housing agreements, right of way and easement agreements, zoning and master plans, bonds, specific plans, initial studies, mitigated negative declarations and/or environmental impact reports, Phase I and II environmental assessments, entitlement documents; property tax bills; estoppels from tenants; and notices of any violation of any federal, state or local statutes, ordinances, affordable housing or inclusionary housing agreements, rules or regulations.
- d. The Agreement and the escrow shall be cancelled and of no further force and effect if Buyer fails to notify Seller in writing ("**Approval Letter**") prior to the expiration of the Feasibility Period of its intention to move forward.
- e. If Buyer fails to notify Seller of its intention to move forward by timely issuance of the Approval Letter, all deposits held in escrow shall be returned to Buyer.
- f. In the event Buyer notifies Seller of its approval of the feasibility of development by issuance of the Approval Letter, at its sole and absolute discretion, within said six (6) month Feasibility Period, all deposits held in escrow will become non-refundable, and shall apply to the Purchase Price at Close of Escrow.
- g. However, Buyer's obligation to close escrow shall be specifically contingent upon the following:
 - i. Buyer obtaining approval of the use of the Property for a school site by the California Department of Toxic Substance Control ("**DTSC**"), including DTSC approval of a Phase I environmental assessment and, if necessary, a Preliminary Environmental Assessment ("**PEA**"), with conditions acceptable to Buyer and DTSC, and that any remediation and clean up can

be accomplished in a manner that is suitable to Buyer prior to the close of escrow.

- ii. California Department of Education (“CDE”) approval of the use of the Property as a school site.
- iii. Buyer’s Board of Education approval of the use of the Property as a school site after a public hearing concerning compliance with the requirements of California law and CDE regulations concerning location of school sites.
- iv. Determination by Buyer that the Property complies with all federal, state and local environmental requirements applicable for use of the Property as a school site including, without limitation, the California Environmental Quality Act (“CEQA”) and the expiration of any statutes of limitations applicable thereto, all applicable permits, mitigation and monitoring plans, geological and soil engineering investigations, hazardous waste and hazardous air emissions requirement, and completion of any applicable environmental site assessments in compliance with Education Code section 17213.1, et seq.
- v. Title to the Property being conveyed to Buyer at Close of Escrow free and clear of any and all liens, encumbrances and any other items affecting title other than the following exceptions:

A lien for non-delinquent taxes and assessments;

Any exceptions which the Title Report discloses that are accepted in writing by Buyer; and

The printed exceptions in the applicable Title Policy.

- vi. Seller’s representations and warranties that no defect or condition exists which would prevent Buyer’s intended use of the Property, including but not limited, to, the condition of the soil, the existence of geologic hazards or groundwater contamination on the Property, the existence of ecological or environmental impediments to the intended use of the Property, or the transfer of any water rights which are appurtenant to the Property.
- vii. In accordance with California Health and Safety Code Section 25359.7, Seller’s representations that no release of Hazardous Substances (as defined in Exhibit B hereto) has come to be located upon or under the Property.
- viii. Seller’s further confirmation that no underground storage tanks are located on the Property.

- ix. Acceptance and approval of the Property for school site purposes by appropriate state and local regulatory agencies, including, but not limited to, the City of Fremont, County of Alameda, DTSC, CDE, U.S. Army Corps of Engineers, U.S. Fish and Wildlife Department, California Department of Fish and Game, the Regional Water Quality Board, the State Allocation Board, and the Office of Public School Construction.
 - x. Buyer obtaining financing on terms satisfactory to it for acquisition of the Property and for the Project it intends to construct thereon.
 - xi. Buyer acquiring and closing escrow on sufficient adjacent property, including but not limited to Assessor's Parcel Number 543-275-4-4 to be able to proceed with its planned use of the Property.
5. Property Studies. Immediately upon the full execution of the LOI by all parties, Buyer will have the right to enter the Property to conduct, and have its engineers or other consultants conduct, physical inspections and studies of the Property including, but not limited to, soil studies, geotechnical studies and environmental assessments to determine the physical condition of the Property and to conduct economic feasibility and cost studies and any other studies considered appropriate by Buyer. Buyer shall not conduct any invasive testing without the prior, reasonable consent of Seller. Buyer will indemnify Seller for any claims arising out of Buyer's inspections.
 6. Close of Escrow. Close of Escrow shall occur sixty (60) days following the conclusion of the Feasibility Period ("Closing Date" or "Close of Escrow"). However, Buyer shall have two (2) options to extend the Closing Date for a period of ninety (90) days each ("**Closing Extension(s)**"), exercisable by providing written notice to Seller and delivering to the Escrow Holder in each instance the sum of Ten Thousand Dollars (\$10,000) ("**Closing Extension Payment(s)**") to Escrow Holder. Upon deposit with the Escrow Holder, the Closing Extension Payment(s) shall be applicable to the Purchase Price at the Close of Escrow, and be non-refundable to Buyer once made, except in the event of a Seller default or the failure of a condition to Buyer's obligation to purchase the Property.
 7. Escrow Holder. The Escrow Holder for the transaction shall be First American Title Insurance Company at 1850 Mount Diablo Blvd., Suite 300, Walnut Creek, California, 94596 with Liz Treangen being the escrow officer.
 8. Escrow/Closing Costs. Except with regard to the Title Policy (as defined in Section 16, below), Buyer and Seller shall pay closing costs, escrow fees and transfer taxes in accordance with the custom in Alameda County, as reasonably determined by Escrow Holder.
 9. Specific Contingency. Buyer's obligation to purchase the Property shall be contingent upon Buyer's right to re-sell all or a portion of the Property at any time at its sole and

absolute discretion. The deed conveyed to Buyer by Seller shall not contain any deed restriction.

10. Relocation of Tenants. Subject to Buyer's review and acceptance of the terms of the current leases to which any or all of the Property is subject, Buyer shall be responsible for the relocation of any and all current tenants of the Property including any and all costs associated therewith. If Seller is or becomes aware of any occupants of the Property other than current tenants with valid unexpired leases at or before Close of Escrow, Seller shall provide Buyer written notice of those occupants and shall be responsible for their removal from the Property upon Buyer's written request for removal of those occupants.
11. Purchase and Sale Agreement. The Agreement shall be in Buyer's standard form prepared by Buyer's counsel, with terms and conditions in accordance with this Letter of Intent and will be provided to Seller for its review and comment within twenty (20) business days of the full execution of this Letter of Intent. The Parties shall negotiate the PSA in good faith and attempt to reach agreement as expeditiously as possible. The Agreement shall also serve as lawfully binding escrow instructions to Escrow Holder.
12. Right to Terminate. Any time after its execution of this Letter of Intent or during the Feasibility Period, Buyer may terminate this Letter of Intent and the Agreement.
13. Challenges and Moratoriums. It shall be a condition to the Close of Escrow, in favor of Buyer and Seller, that no lawsuit, administrative appeal, judicial challenge, or filing of application for referendum, (collectively "**Challenges**"), shall have been initiated, be in effect, or be pending as of the Closing Date, and that no moratorium imposed or announced by any governmental entity or authority having jurisdiction over the Property or Buyer's development thereof, or by any utility provider that would result in restricting, delaying or denying permits or approvals necessary for the development, construction, use or occupancy of the Property (collectively, "**Moratoriums**") shall have been initiated, be in effect, or be pending as of the Closing Date. If there is a Moratorium or Challenge in effect or pending on the date of the scheduled Closing Date, the Closing Date shall be extended to the date that is ten (10) days after the Moratorium is terminated and any Challenge is fully and finally resolved in favor of Buyer or Seller respectively without further ability to appeal, as reasonably determined by the Party thereto, or if the Moratorium or Challenge extends ninety (90) or more days past the Closing Date, Buyer or Seller as applicable shall have the right, but not the obligation, to terminate the Agreement contingent upon Buyer receiving a full refund of all deposits paid to date.
14. Right to Assign. Buyer shall have the right to assign its rights under the Agreement to an entity affiliated with Buyer or to an unaffiliated third party in order to meet the requirements for a financing of the acquisition or development of the Property.
15. Structure of Transaction. Buyer and Seller agree to work together to determine a closing structure that is mutually satisfactory.

16. Title Insurance. Buyer will pay for Title Company to issue a standard coverage ALTA policy of title insurance in the amount of the Purchase Price. Buyer may obtain an extended coverage ALTA policy so long as Buyer pays any additional title premium or other costs associated with the issuance of the extended policy coverage including any survey required. The title insurance policy, whether it is a standard or extended ALTA Policy (the “**Title Policy**”), will be subject only to those matters approved by the Buyer during the Feasibility Period.
17. Broker’s Commission. Buyer represents that Buyer has entered into a written agreement with John A. Dutra and Tony F. Dutra of Dutra Land & Consulting Services, Inc., and no other agreement with any other broker or agent relating to this proposed transaction. Seller warrants that Seller has not entered into any agreement with any broker or agent relating to this proposed transaction. Each Party shall hold the other Party harmless as to broker’s commissions or fees or finder’s fees payable in connection with this transaction. The Agreement shall include standard mutual indemnifications for claims by other brokers.
18. Buyer’s Default. In the event of a default by Buyer under the Agreement, Seller will be entitled to the amount of nonrefundable deposits in escrow at time of default as liquidated damages and as Seller’s sole and exclusive remedy against Buyer.
19. Seller’s Default. In the event of a material default by Seller, the Agreement shall not be terminated automatically, but only upon delivery to Escrow Holder and Seller of written notice of termination from Buyer. Upon notice to Escrow Holder and Seller from Buyer, Buyer shall be entitled to pursue any and all legal remedies to which it is entitled at law and in equity, including but not limited to judicial action seeking specific performance and/or damages.
20. Condition of Property. Seller shall disclose, to the best of its knowledge, the existence of any hazardous substances or materials or lack of compliance with any laws or other representations and warranties as are customary in purchase agreements of this nature.
21. Standard Representations and Warranties. The Agreement will contain Seller representations and warranties, including but not limited to representations with respect to authority, brokers, completeness of documents disclosed to Buyer, hazardous substances, no litigation, and no violations of laws.
22. Confidentiality. The Parties acknowledge that to the extent allowed by law the transaction contemplated herein, including the terms of the transaction and the identity of the Parties, is confidential and shall not be disclosed to any person.

This Letter of Intent is not intended to constitute a binding agreement, but rather to serve as the basis for negotiating and drafting a definitive Purchase and Sale Agreement between the Parties containing the terms stated in this Letter of Intent as well as other terms and conditions to be determined. Neither Party will rely on this Letter of Intent as binding on the other; any such reliance would be imprudent and unreasonable. Neither party will be bound unless and until a

definitive Agreement has been (1) executed and delivered by both Parties; (2) approved by their respective attorneys; (3) as to Buyer, by the Board of Trustees of the Fremont Unified School District; and (4) as to Seller, approved by the governing board of the Alameda County Transportation Commission.

All parties expressly disclaim and waive any cause of action for breach of any express or implied duty to negotiate in good faith that may arise out of the matters described herein and acknowledge and agree that any transaction resulting from this Letter of Intent remains subject to the approval of each party's governing board/committee/authorized agent.

If acceptable, Seller is requested to execute this Letter of Intent in the space provided below and return it to the undersigned by **3:00 p.m. on a date that is thirty (30) calendar days after the date of this Letter of Intent**. In the event that Seller fails to execute this Letter of Intent within the time set forth, this LOI shall terminate and be of no further force or effect.

SELLER:

Alameda County Transportation Commission

By: _____

By: _____

Date: _____, 2012

BUYER:

Fremont Unified School District

By:  _____

Dr. James Morris, Superintendent

Date: 10/31, 2012

Exhibit A
Diagram of Property Configuration

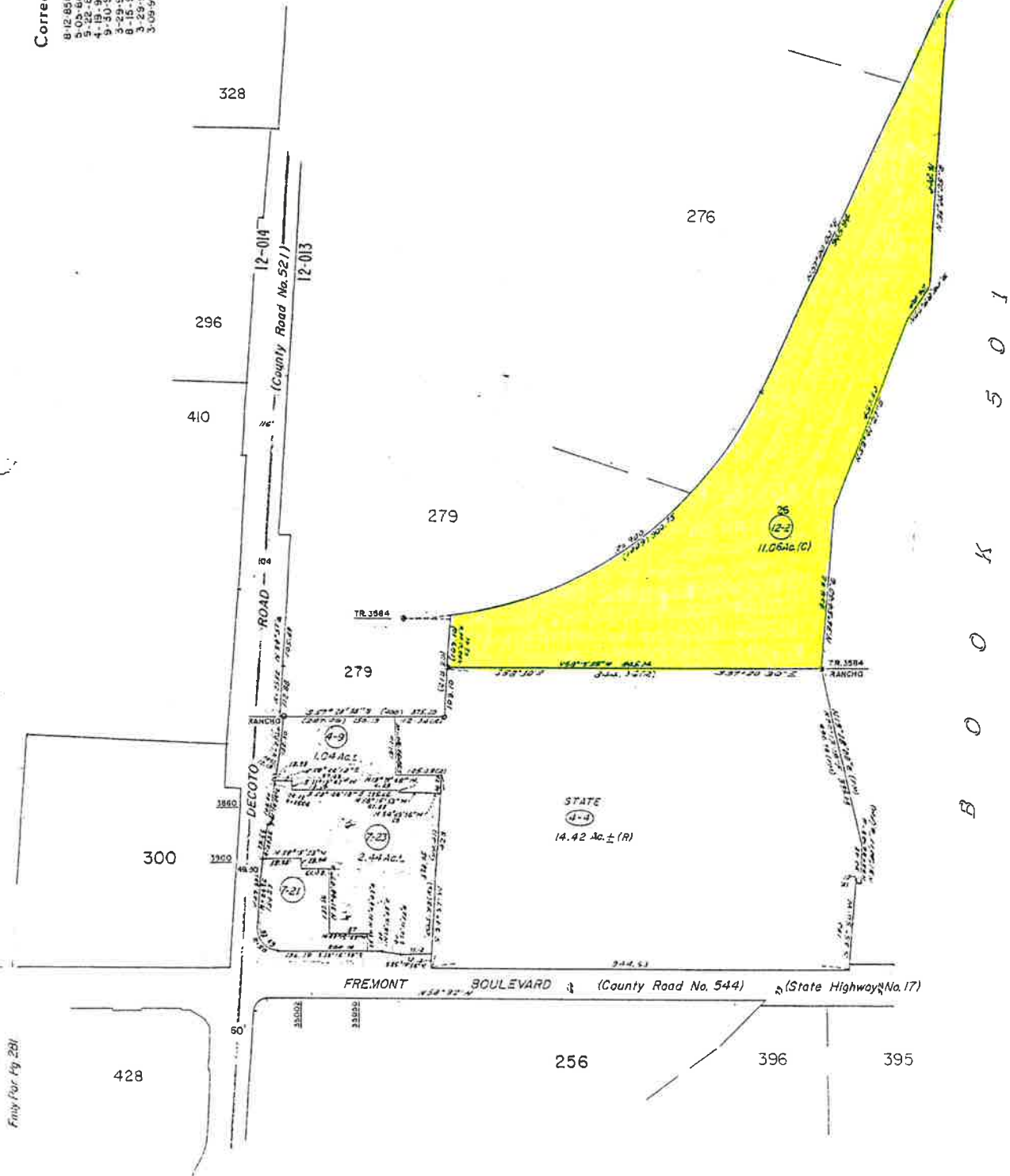
RANCHO POTRERO DE LOS CERRITOS (THOMAS PACHECO AND AUGUSTIN ALVISO)
TRACT 3584 (Bk. 95 Pg. 38)

(Pat. 9k. A Pg. 217, 218) (Case 1-4-10) Original

275

Scale: 1" = 200'

Corrected: 4-20-61 HLL
Rev 4-16-76 RG
8-12-65 CS
12-30-80 NMM
12-30-80 NMM
5-22-86 BV
4-19-90 BV
9-30-92 CSL
8-29-94 CSL
1-15-95 E
3-29-98 CSL
3-09-99 LGH



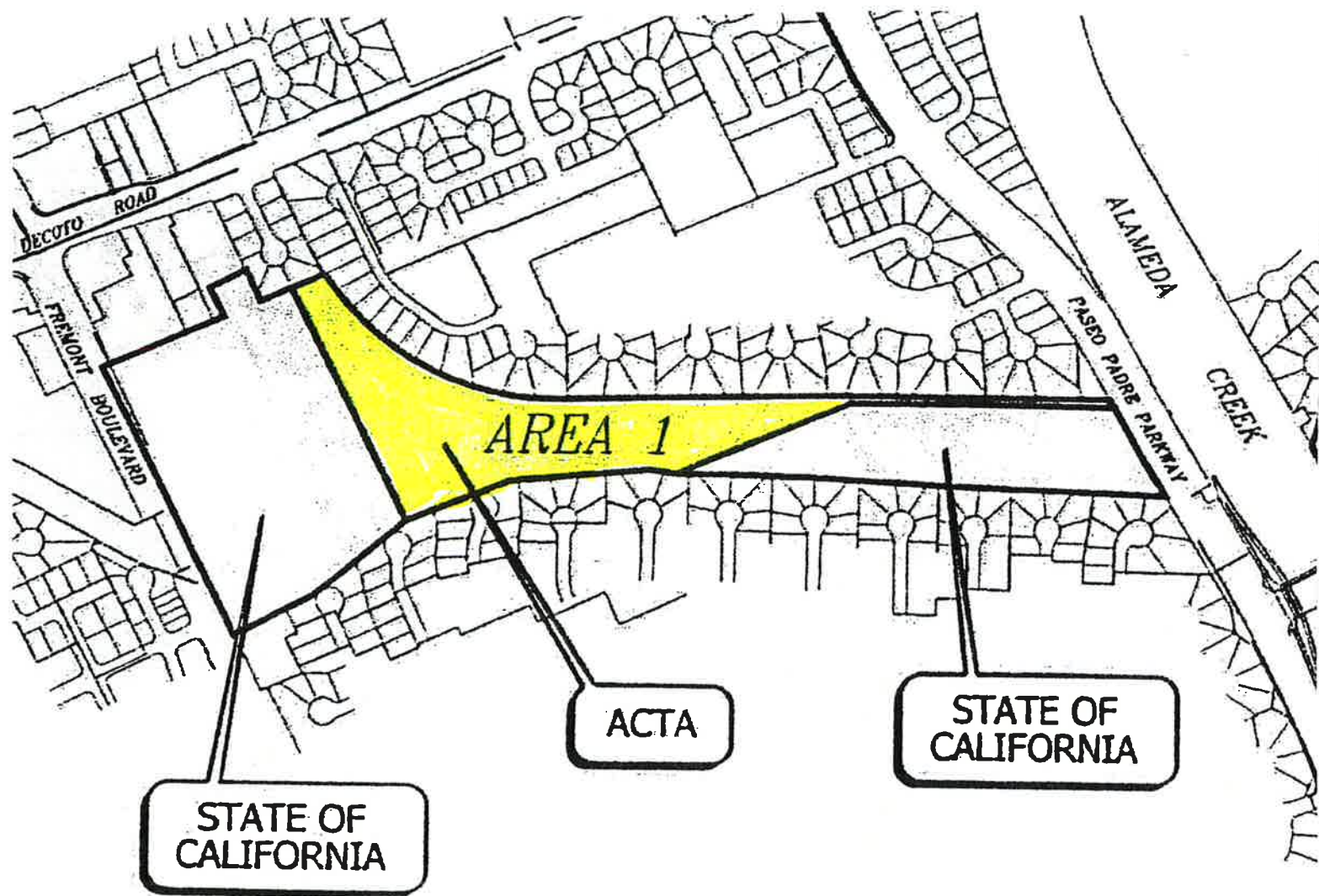


Exhibit B
Definition of Hazardous Substances

"Hazardous Substances" includes without limitation:

(a) Those substances included within the definitions of "hazardous substance," "hazardous waste," "hazardous material," "toxic substance," "solid waste," or "pollutant or contaminant" in CERCLA, RCRA, TSCA, HMTA, or under any other Environmental Law;

(b) Those substances listed in the United States Department of Transportation (DOT) Table [49 CFR 172.101], or by the Environmental Protection Agency (EPA), or any successor agency, as hazardous substances [40 CFR Part 302];

(c) Other substances, materials, and wastes that are or become regulated or classified as hazardous or toxic under federal, state, or local laws or regulations; and

(d) Any material, waste, or substance that is:

(i) A petroleum or refined petroleum product,

(ii) Asbestos,

(iii) Polychlorinated biphenyl,

(iv) Designated as a hazardous substance pursuant to 33 U.S.C.A. §1321 or listed pursuant to 33 U.S.C.A. §1317,

(v) A flammable explosive, or

(vi) A radioactive material.

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DRAFT
Route 84 LATIP
Excess Right of Way
Disposal Plan
October 2012

The State of California, Department of Transportation (DEPARTMENT) purchased numerous properties prior to the route rescission, for the original Historic Parkway Project (on SR 84 between I-880 and SR 238 (Mission Boulevard). The original Historic Parkway Project alignment is no longer a viable option, the route has been rescinded and the remaining properties are excess to the DEPARTMENT's needs.

The proceeds from the sale of the properties will be transferred to a special DEPARTMENT Fund to fund transportation projects and actions intended to relieve congestion in southern Alameda County in the same corridors that would have been affected by the Historic Parkway.

The timing of the sales of the properties needs to be synchronized with the overall market for these types of properties. This is necessary in order to avoid flooding the market and realizing a lower sales price. At the present time, the residential development market for single family residences and for multiple-dwelling units is in an upswing.

Some of the properties are located adjacent to other publicly owned and privately owned land and an investigation into combining the various properties needs to be studied as part of this Disposal Plan. This could trigger the need for General Plan Amendments, Subdivision Map preparation and other activities needed to be in compliance with local ordinances and policies.

Properties of this nature are normally sold via Individual Sales Plans (the sale of individual parcels, or a few small parcels as a group), Request for Proposals (RFP – inviting a single developer or a group of developers to develop a plan for the properties) or a combination of the two. This plan recommends that a study of the development potential and current market opportunities be done for these parcels. If the study shows a high potential for development and developer interest which would result in a higher net

sales price than proceeding with Individual Sales Plans, then one or more RFP's should be developed and put out on the street.

The Steps in the Disposal Plan:

Development Potential and Current Market Opportunity Study

1. Property Identification – 1 to 2 months
 - a. Zoning
 - b. General Plan
 - c. General Plan 2030 Update
 - d. Current Use
 - e. Highest and Best Use
 - f. Size
 - g. Entitlements
 - h. Access
 - i. Infrastructure
 - j. Availability – Is it needed for a pending project?
2. Adjoining Property Identification – 1 to 2 months (at same time as #1)
 - a. Zoning
 - b. General Plan
 - c. General Plan 2030 Update
 - d. Highest and Best Use
 - e. Current Use
 - f. Size
 - g. Entitlements
 - h. Access
 - i. Infrastructure
 - j. Availability – Is it already committed for another project?
3. Development Opportunity Identification – 3 to 6 months
 - a. Work with City and County Staff
 - b. Work with local Developers
 - c. Work with local Real Estate Professionals
4. Current Market Opportunity Identification – 3 to 6 months (at same time as #3)
 - a. Work with local Developers
 - b. Work with local Real Estate Professionals
 - c. Appraisals

5. Request for Proposal (RFP) Development – 3 to 6 months
6. RFP on the Street – Market the properties for 3 to 6 months
 - Sell the properties

Total Time to sell the properties = 12 to 20 Months

Properties:

There are six (6) pieces of State-owned property, located in the Cities of Fremont (two properties) and Union City (four properties). The properties in Fremont are bounded by residential and commercial development and the properties in Union City are bounded by existing residential development and the Quarry Lakes Regional Recreation Area, an East Bay Regional Park District facility.

Fremont:

- APN: 543-0275-004-04; 14.35 acres; zoned Single Family Residential, Low Density
- APN: 501-1802-09 (verify); 7.47 acres; zoned Single Family Residential, Low Density

Union City:

- APN: 087-0011-016-06; 8.23 acres; zoned Open Space and Single Family Residential
- APN: 087-0011-017-07; 8.70 acres; zoned Open Space and Single Family Residential
- APN: 087-0011-015-14; 12.86 acres; zoned Private Institutional and Single Family Residential
- APN: 087-0011-015-15; 8.84 acres; zoned Single Family Residential

There is one piece of property that is owned by ACTC in the City of Fremont that is located between the two State-owned properties listed above.

- APN: 543-0275-012-02; 11.06 acres; zoned Single Family Residential, Low Density

Impact of:

- Time for developers to fully investigate:

- Zoning and local ordinances and policies
 - Arrange for Financing
 - Get a good read on environmental issues and permit requirements and mitigation
 - Get a good read on the hard costs of the project
 - Get a good read on General Plan Amendment requirements
- General Plan Amendment processes and time-lines need to be factored in – the more uncertainty there is, the lower the price realized
- Projections for the market demand for the project in relation to the project schedule