



Meeting Notice

1111 Broadway, Suite 800, Oakland, CA 94607

• 510.208.7400

• www.AlamedaCTC.org

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City of Oakland

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City of San Leandro
Mayor Pauline Cutter

City of Union City
Mayor Carol Dutra-Vernaci

Executive Director
Arthur L. Dao

Programs and Projects Committee

Monday, April 11, 2016, 12:15 p.m.

**1111 Broadway, Suite 800
Oakland, CA 94607**

Mission Statement

The mission of the Alameda County Transportation Commission (Alameda CTC) is to plan, fund, and deliver transportation programs and projects that expand access and improve mobility to foster a vibrant and livable Alameda County.

Public Comments

Public comments are limited to 3 minutes. Items not on the agenda are covered during the Public Comment section of the meeting, and items specific to an agenda item are covered during that agenda item discussion. If you wish to make a comment, fill out a speaker card, hand it to the clerk of the Commission, and wait until the chair calls your name. When you are summoned, come to the microphone and give your name and comment.

Recording of Public Meetings

The executive director or designee may designate one or more locations from which members of the public may broadcast, photograph, video record, or tape record open and public meetings without causing a distraction. If the Commission or any committee reasonably finds that noise, illumination, or obstruction of view related to these activities would persistently disrupt the proceedings, these activities must be discontinued or restricted as determined by the Commission or such committee (CA Government Code Sections 54953.5-54953.6).

Reminder

Please turn off your cell phones during the meeting. Please do not wear scented products so individuals with environmental sensitivities may attend the meeting.

Glossary of Acronyms

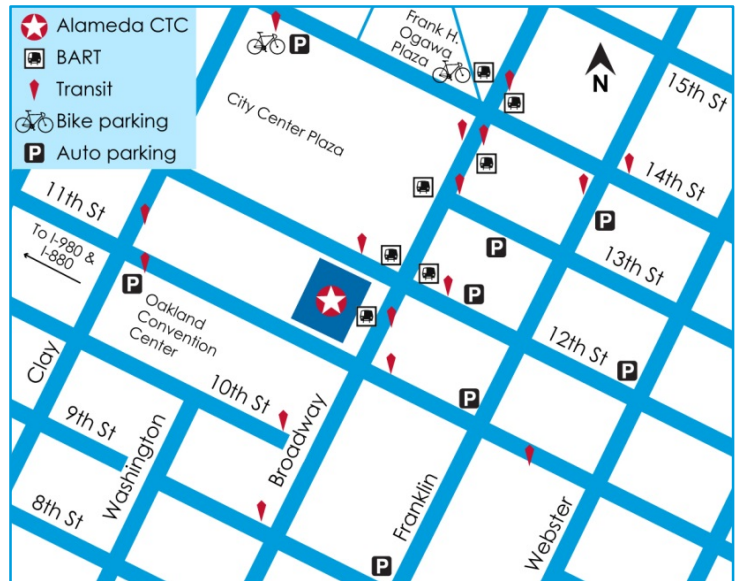
A glossary that includes frequently used acronyms is available on the Alameda CTC website at www.AlamedaCTC.org/app_pages/view/8081.

Location Map

Alameda CTC

1111 Broadway, Suite 800
Oakland, CA 94607

Alameda CTC is accessible by multiple transportation modes. The office is conveniently located near the 12th Street/City Center BART station and many AC Transit bus lines. Bicycle parking is available on the street and in the BART station as well as in electronic lockers at 14th Street and Broadway near Frank Ogawa Plaza (requires purchase of key card from bikelink.org).



Garage parking is located beneath City Center, accessible via entrances on 14th Street between 1300 Clay Street and 505 14th Street buildings, or via 11th Street just past Clay Street. To plan your trip to Alameda CTC visit www.511.org.

Accessibility

Public meetings at Alameda CTC are wheelchair accessible under the Americans with Disabilities Act. Guide and assistance dogs are welcome. Call 510-893-3347 (Voice) or 510-834-6754 (TTD) five days in advance to request a sign-language interpreter.



Meeting Schedule

The Alameda CTC meeting calendar lists all public meetings and is available at www.AlamedaCTC.org/events/upcoming/now.

Paperless Policy

On March 28, 2013, the Alameda CTC Commission approved the implementation of paperless meeting packet distribution. Hard copies are available by request only. Agendas and all accompanying staff reports are available electronically on the Alameda CTC website at www.AlamedaCTC.org/events/month/now.

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Programs and Projects Committee Meeting Agenda

Monday, April 11, 2016 12:15 p.m.

1111 Broadway, Suite 800, Oakland, CA 94607 • PH: (510) 208-7400 • www.AlamedaCTC.org

1. Pledge of Allegiance

Chair: Mayor Carol Dutra-Vernaci, Union City

Vice Chair: Mayor Pauline Cutter, City of San Leandro

Commissioners: Luis Freitas, Scott Haggerty, Dan Kalb, Peter Maass, Nate Miley

Ex-Officio Members: Bill Harrison, Rebecca Kaplan

Staff Liaison: James O'Brien

Executive Director: Arthur L. Dao

Clerk: Vanessa Lee

2. Roll Call

3. Public Comment

4. Consent Calendar

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4.1. [PPC Meeting Minutes: Approval of the March 14, 2016 Meeting Minutes](#)

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5. Programs and Projects

5.1. [Wheelchair and Scooter Breakdown Transportation Service \(WSBTS\) and Hospital Discharge Transportation Service \(HDTS\) \(PN 1337.000\): Approval of Amendment No. 2 to Professional Services Agreement No. A14-0002 with MV Transportation, Inc. for an additional amount of \\$70,000 for a total not-to-exceed amount of \\$140,000 and a one-year time extension to provide continued WSBTS and HDTS program services for FY 2016-17](#)

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5.2. [I-580 Soundwall Landscape Project \(PN 1384.001\): Construction Contract Acceptance \(Alameda CTC Resolution 16-005\): Adoption of Alameda CTC Resolution 16-005 which authorizes acceptance of the completed construction contract with Bortolussi & Watkin, Inc. for the I-580 Soundwall Landscape Project](#)

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5.3. [I-680 Sunol Express Lane- Southbound Access Conversion \(PN 1408.001\): Approval of Cooperative Agreement with the California Department of Transportation \(Caltrans\) for the Scoping and Project Approval & Environmental Document phases of the Project](#)

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5.4. [I-80 Integrated Corridor Mobility \(ICM\) Project \(PN 1378.001-6\): Approval of Amendment No. 3 to Professional Services Agreement No. A11-0039 with Kimley-Horn and Associates, Inc. for an additional amount of \\$700,000 for a total not-to-exceed amount of \\$2,696,870 and a one-year time extension to provide system manager services through the project completion.](#)

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5.5. [East Bay Greenway \(Coliseum BART to 85th Avenue\) Project \(PN 1255.000\): Close-out of East Bay Greenway – Segment 7A Project: Approve and authorize:](#)

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- 1) The Executive Director to execute Amendment No. 5 to the Professional Services Agreement No. A13-0020 with Ghirardelli Associates, Inc. for an additional not-to-exceed amount of \$100,000 for a total not-to-exceed amount of \$940,000;
- 2) The Executive Director to negotiate and execute a contract change order with GradeTech, Inc. for final settlement of notice of potential claims required for project closeout;
- 3) The adoption of Alameda CTC Resolution 16-006 which authorizes acceptance of the completed construction contract with GradeTech, Inc. for the East Bay Greenway – Segment 7A Project, pending submittal of final closeout documents;
- 4) The allocation of \$500,000 in 2000 Measure B funds for project close-out activities and settlement of notice of potential claims.

6. Staff Reports (Verbal)

7. Committee Member Reports

8. Adjournment

Next Meeting: May 9, 2016

All items on the agenda are subject to action and/or change by the Commission.



1. **Pledge of Allegiance**

2. **Roll Call**

A roll call was conducted. All members were present.

Subsequent to the roll call

Commissioner Haggerty left prior to the vote on item 5.2. Commissioner Freitas left prior to the vote on item 5.3.

3. **Public Comment**

There were no public comments.

4. **Consent Calendar**

4.1. **PPC Meeting Minutes: Approval of the February 8, 2016 Meeting Minutes**

Commissioner Kaplan moved to approve the Consent Calendar. Commissioner Haggerty seconded the motion. The motion passed with the following vote:

Yes: Dutra-Vernaci, Cutter, Freitas, Haggerty, Kalb, Maass, Miley
No: None
Abstain: None
Absent: None

5. **Programs and Projects**

5.1. **Alameda CTC Measure BB Draft Capital Project Delivery Plan (CPDP): Approve the Alameda CTC Measure BB Draft Capital Project Delivery Plan.**

Richard Carney recommended that the Commission approve the Alameda CTC Measure BB Draft CPDP. Richard stated that the Measure BB CPDP acts as an initial work program framework to allow staff to initiate the necessary management processes to lead the delivery of specific capital projects in the Transportation Expenditure Plan (TEP). Richard then provided a presentation that covered allocation track records for 1986 Measure B and 2000 Measure B. He also covered the purpose of the plan as well as the schedule of the 30-year program and staffing needs. Richard provided information on freight, arterials and bicycle/pedestrian projects. He also provided information on highway and interchange improvements and he concluded by reviewing Alameda's CTC delivery commitment to the program.

Commissioner Haggerty wanted to know why the Dublin Blvd. project was being looked at as an arterial and asked if the project could be included as a bicycle/pedestrian project. Art Dao stated that the Dublin Blvd. project scoping will address all modes including arterials and complete streets.

Commissioner Maass asked how many employees and consultants Alameda CTC will actually hire to meet the staffing needs outlined in the plan. Art stated that Alameda CTC will have a core staff of approximately 35-employees and will continue to rely on the private sector to perform technical or specialty work as each project is developed.

Commissioner Kalb asked if there will be coordination with local jurisdictions and stakeholders for the multi-modal corridor projects. Art stated that is it common practice for staff to coordinate with local staff during the delivery of local projects.

Commissioner Miley requested to see all Capital Projects outlined in a schedule that includes staffing needs for each project. Art informed the committee that staff provides that information in the semi-annual Capital Projects status report.

Commissioner Miley asked if the Commission has the option to alter the project schedules in order to accelerate projects. Art stated that most projects are tied to funding sources and the delivery schedules are evaluated on an individual project by project basis.

Commissioner Cutter moved to approve this item. Commissioner Harrison seconded the motion. The motion passed with the following vote:

Yes: *Dutra-Vernaci, Cutter, Freitas, Haggerty, Kalb, Maass, Miley*
No: *None*
Abstain: *None*
Absent: *None*

5.2. Comprehensive Investment Plan (CIP) 2016 Update: Approval of Draft Programming and Allocation List and Principals and Assumptions for the CIP 2016 Update

James O'Brien recommended that the Commission approve the Draft Programming and Allocation List and Principals and Assumptions for the CIP 2016 Update. James provided an overview of the plan and provided information on the timeline for plan updates. He stated that the current update includes project development for freight-related programs and multi-modal corridor studies as well as programs and projects from the Capital Project Delivery Plan. James stated that revenue forecasts will be updated and will include long range planning efforts. The update also covers programming and allocation requirements. James concluded by reviewing the next steps of the plan and suggesting that the committee approve the programming and allocation amounts at the March Commission meeting which will allow for the effective date of eligibility for the allocations to be established this month instead of waiting for May 2016 when the CIP 2016 Update is expected to be approved by the Commission.

Commissioner Kaplan moved to approve the item with the suggested recommendation to approve the programming and allocation amounts at the March Commission meeting. Commissioner Harrison seconded the motion. The motion passed with the following vote:

Yes: *Dutra-Vernaci, Cutter, Freitas, Kalb, Maass, Miley*
No: *None*
Abstain: *None*
Absent: *Haggerty*

5.3. Measure BB Community Development Improvement Program (MBB 045 / PN 1460.000): Approval of the Measure BB Community Development Investments Program Guideline

Trinity Nguyen recommended that the Commission approve the Measure BB Community Development Investments Program Guideline. She stated that initial Draft CDIP guidelines were presented in September 2015, and a total of 19 comments were received. The comments were condensed and segregated into three categories: Category 1: Minor clarifications/revisions specific to the CDIP, Category 2: Fundamental changes to the CDIP, and Category 3: Clarifications/revisions on programming procedures relative to the CDIP and other Alameda CTC funded programs which will be addressed and incorporated into the CIP programming procedure. Category 1 and Category 2 comments are specific to the CDIP, and are addressed in the CDIP Program Guideline. Trinity provided information on investments in capital projects, award limits and gave a brief overview of the program guidelines.

Commissioner Kaplan asked if there was an allocation for shuttles included in the plan. Trinity stated that the approval is for the program guidelines and does not include any funding allocations.

Commissioner Kaplan asked how many shuttle applications were received. Trinity stated that three applications were received however, there were several expansion applications received for which staff has requested additional information.

There was a public comment made on this item by Ken Bukowski regarding Measure BB funding of the Emery Go Round shuttle.

Commissioner Kalb moved to approve this item. Commissioner Mass seconded the motion. The motion passed with the following vote:

Yes: *Dutra-Vernaci, Cutter, Kalb, Maass, Miley*
No: *None*
Abstain: *None*
Absent: *Freitas, Haggerty*

5.4. 2016 State Transportation Improvement Program (STIP) Update

Vivek Bhat provided an update on the 2016 State Transportation Improvement Program. He stated that the California Transportation Commission (CTC) amended the 2016 State Transportation Improvement Program Fund Estimate with a lower Price-Based Excise Tax Rate, resulting in a decreased statewide STIP capacity of approximately \$754 million over the Fund Estimate period. The Metropolitan Transportation Commission (MTC) Bay Region share of this reduction amounts to \$96 million. Per CTC's direction, MTC staff has proposed to delay \$71.3 million in projects regionally, to an unfunded future year of the STIP. Vivek stated that two projects included within the 2016 Alameda RTIP are proposed to be delayed to FY 2021-22 under this proposal; the BART Station Modernization Program - \$ 3.726 M and; Improved Bike/Ped Connectivity to East Span SFOBB - \$3.063 M. He concluded by stating that Alameda CTC staff will work with MTC and CTC staff on any new CTC-proposed delays as part of the STIP recommendation process to minimize the impact to projects within Alameda County

This item was for information only.

6. Committee Members

There were no committee member reports.

7. Staff Reports

There were no staff reports.

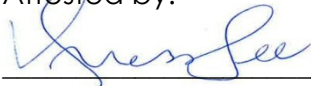
8. Adjournment/ Next Meeting

The next meeting is:

Date/Time: Monday, April 11, 2016 @12:00 p.m.

Location: Alameda CTC Offices, 1111 Broadway, Suite 800, Oakland, CA 94607

Attested by:



Vanessa Lee,
Clerk of the Commission



Memorandum

5.1

1111 Broadway, Suite 800, Oakland, CA 94607 • PH: (510) 208-7400 • www.AlamedaCTC.org

DATE: April 4, 2016

SUBJECT: Wheelchair and Scooter Breakdown Transportation Service (WSBTS) and Hospital Discharge Transportation Service (HDTS) (PN 1337.000) Approval of Contract Amendment to Professional Services Agreement No. A14-0002 with MV Transportation, Inc.

RECOMMENDATION: Approve and authorize the Executive Director to execute Amendment No. 2 to the Professional Services Agreement No. A14-0002 with MV Transportation, Inc. for an additional amount of \$70,000 for a total not-to-exceed amount of \$140,000 and a one-year time extension to provide continued WSBTS and HDTS program services for FY 2016-17.

Summary

Alameda CTC administers the Hospital Discharge Transportation Service (HDTS) and Wheelchair & Scooter Breakdown Transportation Service (WSBTS) programs. These countywide programs are both funded by the Measure B Special Transportation for Seniors and People with Disabilities (Paratransit) discretionary Gap Grant funds. The Alameda CTC contracts with MV Transportation, Inc. to be the service provider for these two transportation programs.

The recommended action would increase the contract not-to-exceed amount as shown in Table A of this report and authorize a one-year time extension to June 30, 2017, to provide continued WSBTS and HDTS program services for FY 2016-17.

Background

Alameda CTC has administered, on a countywide level, the Wheelchair & Scooter Breakdown Transportation Service (WSBTS) Program since 2003 and the Hospital Discharge Transportation Service (HDTS) since 2006. The programs are funded solely by the Measure B Special Transportation for Seniors and People with Disabilities (Paratransit) discretionary Gap Grant funds. Both programs provide critical transportation services at no cost to the vulnerable populations they serve.

The WSBTS program provides free transportation home or to a repair shop to people in motorized wheelchairs or scooters in the event of a mechanical breakdown. The WSBTS program will also retrieve and deliver a mobility device if an individual is separated from it when taken to a hospital in an emergency. Any person using a mobility device within

Alameda County is eligible for this transportation for travel within the County. Annually, the WSBTS program provides approximately 100 trips.

The HDTS program provides same day, door-to-door transportation for individuals who have no other resources for transportation home, or to a nursing facility, following discharge from participating Alameda County hospitals. Individuals who use the HDTS are provided with an Access Alameda booklet and a paratransit application to help them plan for future accessible transportation needs. Hospitals pay a nominal fee of \$5 per HDTS program voucher which is good for one trip. Annually, the HDTS program provides approximately 300 trips.

MV Transportation, Inc. was selected by Alameda CTC to provide WSBTS and HDTS program services through a competitive selection process in 2014. The contract was executed for a one-year period with an option to extend the contract term for up to two additional years at pre-established trip rates. Under Amendment No. 1, executed in June 2015, Alameda CTC exercised the option for one additional year, extending the contract through June 30, 2016.

During the past two years, MV Transportation, Inc., an Alameda CTC certified local business enterprise, has continued to perform satisfactorily in the delivery of their contracted services. Staff recommends the Commission authorize the Executive Director or his designee to exercise the option for the second additional year of service with MV Transportation, Inc. and enter into Amendment No. 2 to Agreement A14-0002 with MV Transportation, Inc. for an additional \$70,000 for a total not-to-exceed contract budget of \$140,000 and a one-year time extension to provide uninterrupted WSBTS and HDTS program services through June 30, 2017. Table A below summarizes the contract actions related to Agreement A14-0002.

Table A: Summary of Agreement No. A14-0002			
Contract Status	Work Description	Value	Total Contract Not-to-Exceed Value
Original Professional Services Agreement A14-0002 June 2014	WSBTS and HDTS program services		\$70,000
Amendment No. 1 June 2015	One-year time extension	\$0	\$70,000
Proposed Amendment No. 2 (This Agenda Item)	FY 2016-17 WSBTS and HDTS program services	\$70,000	\$140,000
Total Amended Contract Not-to-Exceed Amount			\$140,000

Levine Act Statement: MV Transportation, Inc. did not report a conflict in accordance with the Levine Act.

Fiscal Impact: The fiscal impact of approving this item is \$70,000. The actions will authorize the encumbrance of additional Measure B Special Transportation for Seniors and People with Disabilities (Paratransit) discretionary Gap Grant funding for subsequent expenditure and will be included in the Alameda CTC's FY 2016-17 Budget.

Staff Contact

[Jacki Taylor](#), Program Analyst

[Naomi Armenta](#), Paratransit Coordinator

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Memorandum

5.2

1111 Broadway, Suite 800, Oakland, CA 94607 • PH: (510) 208-7400 • www.AlamedaCTC.org

DATE: April 4, 2016

SUBJECT: I-580 Soundwall Landscape Project (PN 1384.001): Construction Contract Acceptance (Alameda CTC Resolution 16-005)

RECOMMENDATION: Adopt Alameda CTC Resolution 16-005 which authorizes acceptance of the completed construction contract with Bortolussi & Watkin, Inc. for the I-580 Soundwall Landscape Project.

Summary

Alameda CTC is the sponsor of the I-580 Soundwall Landscape Project in San Leandro which included installing planting and irrigation systems and plant establishment around the San Leandro Soundwalls.

It is recommended that the Commission accept the completed construction contract with Bortolussi & Watkin, Inc. for the I-580 Soundwall Landscape Project (PN 1384.001) through the adoption of Alameda CTC Resolution 16-005.

Background

The Alameda CTC in partnership with Caltrans are implementing the I-580 Soundwall Landscape Project. This project included the planting of plants, installing irrigation systems and a three year plant establishment period around the San Leandro Soundwalls. The I-580 Soundwall Landscape Project opened bids on July 6, 2012. On July 26, 2012, the Alameda CTC Board awarded contract A11-0030 in the amount of \$222,917 to Bortolussi & Watkin, Inc. At that time, the Alameda CTC Board also allocated \$52,583 for contingency and supplemental work. A summary of contract cost at completion is provided below:

Contract Summary

Awarded Contract Amount:	\$222,917.00
<u>Total CCO Amount:</u>	<u>\$ 29,503.34</u>
Total:	\$251,920.34

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On April 12, 2013, Bortolussi & Watkin, Inc. completed all contract work. On April 13, 2013, a three-year plant establishment period began and will be completed on April 12, 2016. All work has been completed in accordance with the plans and specifications. The Construction Manager has recommended the acceptance of the completed contract as the Contractor has satisfied the contract requirements and completed the punch list items and plant establishment.

A total of \$410,000 in Federal and local funds were programmed for the I-580 Soundwall and Landscape Project. There will be approximately \$6,000 in project savings after project closeout.

Fiscal Impact: The project contract was completed within the allocated budget for construction including contingencies. There are no financial impacts to the approved Alameda CTC budget due to these actions.

Attachment

- A. Alameda CTC Resolution 16-005

Staff Contact

[Richard Carney](#), Project Controls Team

[Connie Fremier](#), Project Controls Team

**ALAMEDA COUNTY TRANSPORTATION COMMISSION****RESOLUTION 16-005****Commission Chair**

Vice Mayor Rebecca Kaplan,
City of Oakland

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City of Fremont

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City of Union City

Mayor Carol Dufra-Vernaci

Executive Director

Arthur L. Dao

Resolution Authorizing Acceptance of the Completed Construction Contract with Bortolussi & Watkin, Inc. for the I580 Soundwall Landscape Project.

WHEREAS, on October 29, 2012, the Alameda County Transportation Commission (Alameda CTC) entered into Agreement No. A11-0030 with Bortolussi & Waktin, Inc. ("Contractor") for the I580 Soundwall Landscape Project (PN 1384.001) ("Project"); and

WHEREAS, the Contractor has completed all final "punch list" items, and Alameda CTC, has completed final inspections which have indicated that the Project has been constructed in conformity with the Agreement for Construction with the exception of presently unknown defects not disclosed in the final inspection; and

WHEREAS, the Contractor has requested a Notice of Completion be filed and final payment be made; and

WHEREAS, the Project was acknowledged as completed on April 12, 2016;

NOW, THEREFORE, BE IT RESOLVED as follows:

- The Alameda CTC hereby accepts the Project specified in Agreement No. A11-0030.
- The Project was completed on April 12, 2016.
- The final contract price is the sum of \$251,920.34.
- The Clerk of the Alameda CTC is hereby directed to file a Notice of Completion specifying April 28, 2016, as the completion date for this Project, copies of said Notice to be recorded in the Official Records of Alameda County, in the manner provided by law.

DULY PASSED AND ADOPTED by the Alameda CTC at the regular meeting of the Board held on April 28, 2016, in Oakland, California, by the following votes:

AYES:**NOES:****ABSTAIN:****ABSENT:****SIGNED:****ATTEST:**

Rebecca Kaplan
Chair, Alameda CTC

Vanessa Lee
Clerk of the Commission

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DATE:	April 4, 2016
SUBJECT:	I-680 Sunol Express Lane- Southbound Access Conversion (PN 1408.001): Cooperative Agreement with the California Department of Transportation (Caltrans) for the Scoping and Project Approval & Environmental Document phases of the Project
RECOMMENDATIONS	Approve and Authorize the Executive Director to enter into a Cooperative Agreement with Caltrans for the Scoping and Project Approval & Environmental Document phases of the I-680 Sunol Express Lane- Southbound Access Conversion Project.

Summary

The I-680 Sunol Express Lane- Southbound Access Conversion Project (SB Conversion) will convert the current access to the I-680 Sunol Express Lane – Southbound (SB Express Lane) from a “restricted” (also known as limited or controlled) to a “near-continuous” or “continuous” (also known as open) type access, between State Route 84 (SR84) and State Route 262 (SR262). Once completed, commuters, including carpool and transit users, will have improved access to the southbound express lanes. The total cost of the SB Conversion is \$23 million and will be funded from the 2000 Measure B Capital Program.

Alameda CTC is the implementing agency for the Scoping, also known as project initiation document (PID), and Project Approval & Environmental Document (PA&ED) phases for the SB Conversion. Caltrans, as owner and operator of the State Highway System (SHS), is responsible to perform oversight for projects that are on the SHS. This cooperative agreement will memorialize the roles, responsibilities, and funding obligations of both agencies for the PID and PA&ED phases of the SB Conversion. The recommended action would authorize \$115,000 for Caltrans to provide the required services and move the project forward.

Background

The I-680 Sunol Express Lane- Southbound (SB Express Lane), the first of its kind to be implemented in Northern California, was opened to traffic in 2010 with three designated entry and three designated exit points (restricted accesses). Although the express lane has been providing traffic congestion relief and travel reliability to commuters, the restricted access limits the access opportunities for commuters, including the carpool and transit travelers. Current studies for express lanes have identified “near-continuous” or “continuous” (also known as open) type access to provide improved access for users. The

I-680 Northbound HOV/Express Lane Project (NB Express Lane), between SR84 and Auto Mall Parkway, currently in the design is phase, is implementing a continuous access HOV/Express Lane. The I-680 Sunol Express Lane- Southbound Access Conversion Project (SB Conversion) would convert the current access to the SB Express Lane between State Route 84 (SR84) and State Route 262 (SR262) from a restricted type access (also known as limited or controlled) to an open type access. In addition to providing improved access, the SB Conversion would also provide a consistent access type for drivers throughout the corridor and improved I-680 express lane system efficiencies.

The total cost of the SB Conversion is \$23 million and will be funded from the 2000 Measure B Capital Program. Alameda CTC is the implementing agency for the PID, and PA&ED phases for the SB Conversion. In order to minimize construction impacts and project costs, the design and construction of the SB Conversion will be combined with the NB Express Lane. Environmental clearance for the NB Express Lane was secured in July 2015, final design is progressing, and construction is slated to begin spring 2017 and complete fall 2018. The SB Conversion must complete all planning activities and obtain environmental clearance in a timely manner in order to combine the design and construction with the NB Express Lane.

The proposed cooperative agreement, provided as Attachment A, will memorialize the roles, responsibilities, and funding obligations of both agencies for the PID and PA&ED phases and will authorize Caltrans, as owner and operator of the State Highway System, to perform the required oversight activities. Staff has negotiated a budget of \$115,000 as shown in Table A to reimburse Caltrans for this work.

Staff recommends that the Commission authorize the Executive Director to enter into the PID and PA&ED cooperative agreement with Caltrans for the SB Conversion.

Table A: Funding Summary

Funding Source	Funding PARTNER	Fund Type	CALTRANS Reimbursement	Subtotal Funds Type
LOCAL	ALAMEDA CTC	Local Measure Funds	\$115,000	\$115,000
		Subtotals by Component	\$115,000	\$115,000

Fiscal Impact: The fiscal impact for approving this item is \$115,000. This action will authorize the encumbrance of additional 2000 Measure B capital project funds for subsequent expenditure. This budget is included in the appropriate project funding plans

and has been included in the Alameda CTC Adopted FY 2015-16 Operating and Capital Program Budget.

Attachments

A. Draft Cooperative Agreement 04-2613

Staff Contact

[Kanda Raj](#), Express Lanes Program Manager

[Gary Sidhu](#), Highway Program Manager

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(PSR-PR) PID ONLY
COOPERATIVE AGREEMENT

This Agreement, effective on _____, is between the State of California, acting through its Department of Transportation, referred to as CALTRANS, and:

ALAMEDA COUNTY TRANSPORTATION COMMISSION, a joint powers agency, referred to herein as "ALAMEDA CTC."

RECITALS

1. CALTRANS and ALAMEDA CTC, hereinafter referred to as PARTNERS and individually referred to as PARTNER, are authorized to enter into a cooperative agreement for improvements to the State Highway System (SHS) per the California Streets and Highways Code sections 114 and 130.
2. Government Code section 65086.5 authorizes CALTRANS to (i) prepare PIDs for projects sponsored by Local Agencies, or (ii) review and approve PIDs developed by others, as reimbursed work.
3. ALAMEDA CTC desires to develop a project initiation document (PID) for the I-680 Southbound Express Lane conversion from a limited access facility to a near-continuous access facility from SR-262 (Mission Boulevard) to SR-84 (Vallecitos Road) in Alameda County, referred to as PROJECT.
4. PARTNERS acknowledge that this Agreement is only applicable for a project study report-project report (PSR-PR) PID. ALAMEDA CTC is willing to develop the PID and is willing to fund one hundred percent (100%) of the PID's costs and fees, including costs to reimburse CALTRANS to review and approve the PID prepared by ALAMEDA CTC.
6. The estimated date for COMPLETION OF WORK is December 31, 2016.
7. PARTNERS hereby set forth the terms, covenants and conditions of this Agreement, under which they will accomplish WORK.

DEFINITIONS

CALTRANS STANDARDS – CALTRANS policies and procedures, including, but not limited to, the guidance provided in the *Guide to Capital Project Delivery Workplan Standards* (previously known as WBS Guide) are available at <http://dot.ca.gov>.

COMPLETION OF WORK – All PARTNERS have met all scope, cost, and schedule commitments included in this Agreement and have signed a COOPERATIVE AGREEMENT CLOSURE STATEMENT.

COOPERATIVE AGREEMENT CLOSURE STATEMENT – A document signed by PARTNERS that verifies the completion of all scope, cost, and schedule commitments included in this Agreement.

EDQC (Environmental Document Quality Control) - CALTRANS quality control and quality assurance procedures for all environmental documents as described in the Jay Norvell Memos dated October 1, 2012 (available at http://www.dot.ca.gov/ser/memos.htm#LinkTarget_705). This also includes the independent judgment analysis and determination under CEQA that the environmental documentation meets CEQA requirements.

FHWA – Federal Highway Administration.

FHWA STANDARDS – FHWA regulations, policies and procedures, including, but not limited to, the guidance are provided at <http://www.fhwa.dot.gov/programs.html>.

FUNDING PARTNER – A PARTNER who is fully funding WORK.

HM-1 – Hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law whether it is disturbed by PROJECT or not.

HM-2 – Hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law only if disturbed by PROJECT.

HM MANAGEMENT ACTIVITIES – Management activities related to either HM-1 or HM-2 including, without limitation, any necessary manifest requirements and disposal facility designations.

IMPLEMENTING AGENCY – The PARTNER responsible for managing the scope, cost and schedule of a project component to ensure the completion of that component.

IQA – Independent Quality Assurance – Ensuring that IMPLEMENTING AGENCY’s quality assurance activities result in WORK being developed in accordance with the applicable standards and within an established Quality Management Plan. IQA does not include any work necessary to actually develop or deliver WORK or any validation by verifying or rechecking work performed by another PARTNER.

PARTNERS – The term that collectively references all of the signatory agencies to this Agreement. This term only describes the relationship between these agencies to work together to achieve a mutually beneficial goal. It is not used in the traditional legal sense in which one PARTNER’s individual actions legally bind the other PARTNERS.

PID (Project Initiation Document) – The project component that includes the activities required to deliver the project initiation document for PROJECT.

PROJECT MANAGEMENT PLAN – A group of documents used to guide a project’s execution and control throughout the project’s lifecycle.

PSR–PDS – Project Study Report–Project Development Support.

PSR–PR – Project Study Report–Project Report.

REIMBURSED WORK –

- (1) CALTRANS review and approval of the PSR–PR prepared by ALAMEDA CTC.
- (2) CALTRANS providing relevant proprietary information in the form of existing data dumps, spreadsheets, and maps.
- (3) CALTRANS participation in the project development team (PDT) meetings.
- (4) Work performed by CALTRANS towards IQA and EDQC (Environmental Document Quality Control).

SCOPE SUMMARY – The table in which PARTNERS designate their commitment to specific scope activities within each project component as outlined in the *Guide to Capital Project Delivery Workplan Standards* (previously known as WBS Guide) is available at <http://dot.ca.gov>.

SHS – State Highway System.

WORK – All scope and cost commitments included in this Agreement.

RESPONSIBILITIES

8. ALAMEDA CTC is SPONSOR for 100% of WORK.
9. ALAMEDA CTC is the FUNDING PARTNER for this Agreement. ALAMEDA CTC’s funding commitment is 100% of WORK cost.
10. CALTRANS is the CEQA lead agency for PROJECT.
11. CALTRANS is the NEPA lead agency for PROJECT.
12. ALAMEDA CTC is IMPLEMENTING AGENCY for PID (PSR–PR).

SCOPE

Scope: General

13. All WORK will be performed in accordance with federal and California laws, regulations, and standards.

All WORK will be performed in accordance with FHWA STANDARDS and CALTRANS STANDARDS.

14. As a part of REIMBURSED WORK, CALTRANS will review and approve the PSR–PR prepared by ALAMEDA CTC, will provide relevant proprietary information in the form of

existing data dumps, spreadsheets and maps, and will actively participate in the project development team (PDT) meetings.

15. As a part of REIMBURSED WORK, CALTRANS will perform its review and approval in accordance with the provision of the current Project Development Procedures Manual. CALTRANS review and approval will consist of performing IQA to verify that the PSR-PR meets department standards and determination that the WORK is acceptable for the next project component. However, CALTRANS review and approval does not involve any work necessary to actually develop or complete the PID. No liability will be assignable to CALTRANS, its officers and employees by ALAMEDA CTC under the terms of this Agreement or by third parties by reason of CALTRANS review and approval of the PID.
16. As a part of REIMBURSED WORK, CALTRANS will perform its EDQC process review for environmental documentation.
17. PARTNERS may, at their own expense, have representatives observe any scope, cost, or schedule commitments performed by another PARTNER. Observation does not constitute authority over those commitments.
18. Each PARTNER will ensure that personnel participating in WORK are appropriately qualified or licensed to perform the tasks assigned to them.
19. PARTNERS will invite each other to participate in the selection of any consultants who participate in WORK.
20. IMPLEMENTING AGENCY for each project component included in this Agreement will be available to help resolve WORK-related problems generated by that component for the entire duration of PROJECT.
21. CALTRANS will issue, upon proper application, the encroachment permits required for WORK within SHS right of way. Permits will be issued at no cost to ALAMEDA CTC and its contractors/consultants and/or agents.
22. Contractors/consultants and/or agents, and utility owners will not perform WORK without an encroachment permit issued in their name.
23. The preparation of the environmental documentation, including the investigative studies and technical environmental reports, shall be performed in accordance with all State and Federal laws, regulations, policies, procedures, and standards current as of the date of performance including, but not limited to, the guidance provided in the Standard Environmental Reference available at www.dot.ca.gov/ser and, if applicable, the guidance provided in the FHWA Environmental Guidebook available at www.fhwa.dot.gov/hep/index.htm.
24. CALTRANS will be the CEQA Lead. CALTRANS will assess PROJECT impacts on the environment and ALAMEDA CTC will prepare the appropriate level of environmental documentation and necessary associated supporting investigative studies and technical environmental reports in order to meet the requirements of CEQA and will submit that

documentation to CALTRANS at appropriate stages of development for review, comment and concurrence prior to public availability.

25. CALTRANS will be the NEPA Lead Agency, if NEPA applies. CALTRANS will assess PROJECT impacts on the environment and ALAMEDA CTC will prepare the appropriate level of environmental documentation and necessary associated supporting investigative studies and technical environmental reports in order to meet the requirements of NEPA. ALAMEDA CTC will submit to CALTRANS all investigative studies and technical environmental reports for CALTRANS' review, comment, and approval as the NEPA Lead Agency. The environmental document and/or categorical exemption/exclusion determination, including the administrative draft, draft, administrative final, and final environmental documentation, as applicable, will require CALTRANS' review, comment, and approval as the NEPA Lead Agency, prior to public availability.
26. When required as NEPA lead agency, CALTRANS will conduct consultation and coordination and obtain, renew, or amend approvals pursuant to the Federal Endangered Species Act, and Essential Fish Habitat.
27. When required as NEPA lead agency, CALTRANS will conduct consultation and coordination approvals pursuant to Section 106 of the National Historic Preservation Act.
28. If ALAMEDA CTC discovers unanticipated cultural, archaeological, paleontological, or other protected resources during WORK, all WORK in that area will stop and ALAMEDA CTC will notify CALTRANS within 24 hours of discovery. WORK may only resume after a qualified professional has evaluated the nature and significance of the discovery and a plan is approved for its removal or protection.
29. PARTNERS will hold all administrative drafts and administrative final reports, studies, materials, and documentation relied upon, produced, created, or utilized for PROJECT in confidence to the extent permitted by law and, where applicable, the provisions of California Government Code section 6254.5(e) shall protect the confidentiality of such documents in the event that PARTNERS share documents with each other.

PARTNERS will not distribute, release, or share said documents with anyone other than employees, agents, and consultants who require access to complete PROJECT without the written consent of the PARTNER authorized to release them, unless required or authorized to do so by law.
30. If a PARTNER receives a public records request pertaining to WORK under this Agreement, that PARTNER will notify PARTNERS within five (5) working days of receipt and make PARTNERS aware of any disclosed public documents. PARTNERS will consult with each other prior to the release of any public documents related to PROJECT.
31. If HM-1 or HM-2 is found during WORK, IMPLEMENTING AGENCY for the project component during which it is found will immediately notify PARTNERS.
32. CALTRANS, independent of PROJECT, is responsible for any HM-1 found within the existing SHS right of way. CALTRANS will undertake HM MANAGEMENT ACTIVITIES

related to HM-1 with minimum impact to PROJECT schedule.

33. ALAMEDA CTC, independent of PROJECT, is responsible for any HM-1 found within PROJECT limits and outside the existing SHS right of way. ALAMEDA CTC will undertake or cause to be undertaken HM MANAGEMENT ACTIVITIES related to HM-1 with minimum impact to PROJECT schedule.
34. If HM-2 is found within PROJECT limits, the public agency responsible for the advertisement, award, and administration (AAA) of the PROJECT construction contract will be responsible for HM MANAGEMENT ACTIVITIES related to HM-2.
35. CALTRANS acquisition or acceptance of the title to any property on which any HM-1 or HM-2 is found will proceed in accordance with CALTRANS' policy on acquisition.
36. PARTNERS will comply with all of the commitments and conditions set forth in the environmental documentation, environmental permits, approvals, and applicable agreements as those commitments and conditions apply to each PARTNER's responsibilities in this Agreement.
37. IMPLEMENTING AGENCY for each PROJECT COMPONENT will furnish PARTNERS with written monthly progress reports during the implementation of WORK in that component.
38. IMPLEMENTING AGENCY for a PROJECT COMPONENT will accept, reject, compromise, settle, or litigate claims of any non-agreement parties hired to do WORK in that component.
39. PARTNERS will confer on any claim that may affect WORK or PARTNERS' liability or responsibility under this Agreement in order to retain resolution possibilities for potential future claims. No PARTNER will prejudice the rights of another PARTNER until after PARTNERS confer on the claim and the PARTNER whose rights are being affected agrees to the course of action.
40. PARTNERS will maintain and make available to each other all WORK-related documents, including financial data, during the term of this Agreement and retain those records for four (4) years from the date of termination or COMPLETION OF WORK, or three (3) years after the final voucher, whichever is later.
41. PARTNERS have the right to audit each other in accordance with generally accepted governmental audit standards.

CALTRANS, the state auditor, FHWA (if PROJECT utilizes federal funds), and ALAMEDA CTC will have access to all WORK-related records of each PARTNER, and any party hired by a PARTNER to participate in WORK, for audit, examination, excerpt, or transcription.

The examination of any records will take place in the offices and locations where said records are generated and/or stored and will be accomplished during reasonable hours of

operation. The auditing PARTNER will be permitted to make copies of any WORK-related records needed for the audit.

The audited PARTNER will review the draft audit, findings and recommendations, and provide written comments within 30 calendar days of receipt.

Upon completion of the final audit, PARTNERS have 30 days to refund or invoice as necessary in order to satisfy the obligation of the audit.

Any audit dispute not resolved by PARTNERS is subject to the dispute resolution process set forth in Section 75, below. Any costs arising out of the dispute resolution process will be paid within 30 calendar days of the final audit or dispute resolution findings.

42. If WORK stops for any reason, PARTNERS are still obligated to implement all of its applicable commitments and conditions included in the PROJECT environmental documentation, permits, agreements, or approvals that are in effect at the time that WORK stops, as they apply to each PARTNER's responsibilities in this Agreement, in order to keep PROJECT in environmental compliance until WORK resumes.
43. ALAMEDA CTC will complete the activities assigned to it on EXHIBIT A – SCOPE SUMMARY (PSR-PR), which is attached to and made a part of this Agreement. CALTRANS will complete the activities that are assigned to it on the Scope Summary. Activities marked with "N/A" on the Scope Summary are not included within the scope of this Agreement.

Scope: Project Initiation Document (PSR–PR)

44. ALAMEDA CTC will identify and prepare the necessary resource agency permits, agreements, and/or approvals for PROJECT in order to meet the requirements of CEQA and will submit that documentation to CALTRANS at appropriate stages of development for review, comment and concurrence.
45. ALAMEDA CTC will prepare a PID for PROJECT at its sole cost and expense and at no cost to CALTRANS. The PID shall be signed on behalf of ALAMEDA CTC by a Civil Engineer registered in the State of California.
46. Per Chapter 603, amending item 2660-001-0042 of Section 2.00 of the State Budget Act of 2012, the cost of any engineering services performed by CALTRANS towards any local government agency sponsored PID project will only include direct costs. Indirect or overhead costs will not be applied during the development of the PID document.
47. As a part of REIMBURSED WORK, CALTRANS will provide ALAMEDA CTC with relevant and readily available information in the form of data dumps, spreadsheets and maps, and will actively participate in the project development team (PDT) meetings.
48. CALTRANS will complete a review of the draft PID and provide its comments to the ALAMEDA CTC within 60 calendar days from the date CALTRANS received the draft PID from ALAMEDA CTC. ALAMEDA CTC will address the comments provided by

CALTRANS. If any interim reviews are requested of CALTRANS by ALAMEDA CTC, CALTRANS will complete those reviews within 30 calendar days from the date CALTRANS received the draft PID from ALAMEDA CTC.

49. After ALAMEDA CTC revises the PID to address all of CALTRANS' comments and submits the revised PID and all related attachments and appendices, CALTRANS will complete its review and final determination of the revised PID within 30 calendar days from the date CALTRANS received the revised PID from ALAMEDA CTC. Should CALTRANS require supporting data necessary to defend facts or claims cited in the PID, ALAMEDA CTC will provide all available supporting data in a reasonable time so that CALTRANS may conclude its review. The 30-day CALTRANS review period will be stalled during that time and will continue to run after ALAMEDA CTC provides the required data.
50. PID preparation, except as set forth in this Agreement, is to be performed by ALAMEDA CTC. Should ALAMEDA CTC request CALTRANS to perform any portion of PID preparation work, except as otherwise set forth in this Agreement, ALAMEDA CTC shall first agree to reimburse CALTRANS for such work and PARTNERS will amend this Agreement.
51. No alteration or variation of the terms of this Agreement shall be valid unless made by a formal amendment executed by the PARTNERS hereto and no oral understanding or agreement not incorporated herein shall be binding on any PARTNER(S) hereto.
52. This Agreement may be terminated at any time, in writing, by mutual agreement of PARTNERS. However, all indemnification articles will remain in effect until terminated or modified in writing by mutual agreement.

COST

Cost: General

53. ALAMEDA CTC will secure funds for all WORK. Any change to the funding commitments outlined in this Agreement requires an amendment to this Agreement.
54. The cost to comply with and implement the commitments set forth in the environmental documentation is at ALAMEDA CTC's cost.
55. The cost of any legal challenges to the CEQA environmental process or documentation is at ALAMEDA CTC's cost.
56. CALTRANS will provide encroachment permits to ALAMEDA CTC, its contractors, consultants and agents, at no cost.
57. Fines, interest, or penalties levied against a PARTNER will be paid by the PARTNER whose actions, or lack of action, caused the levy.

58. If there are insufficient funds in this Agreement to implement applicable commitments and conditions included in the PROJECT environmental documentation, permits, agreements, and/or approvals that are in effect at a time that WORK stops, ALAMEDA CTC accepts responsibility to fund these activities, as they apply to each PARTNER's responsibilities, until such time as PARTNERS amend this Agreement.

CALTRANS may request reimbursement for these costs during the amendment process.

59. Except as otherwise provided in this Agreement, ALAMEDA CTC will pay invoices within 45 calendar days of receipt of invoice.

60. The cost of any awards, judgments, or settlements generated by WORK is a WORK cost.

Cost: Project Initiation Document (PSR-PR)

61. ALAMEDA CTC agrees to pay the total estimated amount of \$115,000 to CALTRANS towards REIMBURSED WORK as provided for in this Agreement. Any increase in CALTRANS' REIMBURSED WORK costs will be negotiated in good faith by PARTNERS.

62. CALTRANS shall submit to ALAMEDA CTC an initial billing in the amount of \$30,000 immediately following execution of this Agreement and prior to commencement of any WORK performed by CALTRANS. Said initial billing represents two months' estimated costs for WORK performed by CALTRANS.

63. CALTRANS will submit to ALAMEDA CTC monthly invoices for prior month's expenditures.

64. CALTRANS shall submit a detailed expenditure report for the actual charges incurred. Expenditure reports shall show all expenditures measured against the REIMBURSED WORK.

65. Should costs of REIMBURSED WORK remain unpaid, CALTRANS reserves the right to stop performing REIMBURSED WORK until additional funds have been received by CALTRANS.

66. Upon completion of WORK, CALTRANS will submit a final accounting of costs. Based on the final accounting, CALTRANS will refund or invoice as necessary, in order to satisfy the financial commitments of this Agreement.

SCHEDULE

67. PARTNERS will manage the schedule for WORK through the work plan included in the PROJECT MANAGEMENT PLAN.

GENERAL CONDITIONS

68. PARTNERS understand that this Agreement is in accordance with and governed by the

Constitution and laws of the State of California. This Agreement will be enforceable in the State of California. Any PARTNER initiating legal action arising from this Agreement will file and maintain that legal action in the Superior Court of San Francisco County.

69. All WORK by CALTRANS under the terms of this Agreement is subject to the appropriation of resources by the Legislature, the State Budget Act authority, and the allocation of funds by the California Transportation Commission.
70. Neither ALAMEDA CTC nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by CALTRANS and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon CALTRANS under this Agreement.

It is understood and agreed that CALTRANS, to the extent permitted by law, will defend, indemnify, and save harmless ALAMEDA CTC and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation, or other theories or assertions of liability occurring by reason of anything done or omitted to be done by CALTRANS and/or its agents under this Agreement.

71. Neither CALTRANS nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by ALAMEDA CTC and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon ALAMEDA CTC under this Agreement.

It is understood and agreed that ALAMEDA CTC, to the extent permitted by law, will defend, indemnify, and save harmless CALTRANS and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation, or other theories or assertions of liability occurring by reason of anything done or omitted to be done by ALAMEDA CTC and/or its agents under this Agreement.

72. PARTNERS do not intend this Agreement to create a third party beneficiary or define duties, obligations, or rights in parties not signatory to this Agreement. PARTNERS do not intend this Agreement to affect their legal liability by imposing any standard of care for fulfilling WORK different from the standards imposed by law.
73. PARTNERS will not assign or attempt to assign WORK to parties not signatory to this Agreement. However, ALAMEDA CTC shall not be prohibited from entering into an agreement with a non-PARTY to fulfill ALAMEDA CTC's OBLIGATIONS under this Agreement so long as ALAMEDA CTC remains ultimately responsible to PARTNERS under this Agreement.
74. PARTNERS will not interpret any ambiguity contained in this Agreement against each other. PARTNERS waive the provisions of California Civil Code section 1654.
75. A waiver of a PARTNER's performance under this Agreement will not constitute a continuous waiver of any other provision. An amendment made to any article or section of

this Agreement does not constitute an amendment to or negate all other articles or sections of this Agreement.

76. A delay or omission to exercise a right or power due to a default does not negate the use of that right or power in the future when deemed necessary.
77. If any PARTNER defaults in its WORK, a non-defaulting PARTNER will request in writing that the default be remedied within 30 calendar days. If the defaulting PARTNER fails to do so, the non-defaulting PARTNER may initiate dispute resolution.
78. PARTNERS will first attempt to resolve Agreement disputes at the PROJECT team level. If they cannot resolve the dispute themselves, the CALTRANS district director and the executive officer of ALAMEDA CTC will attempt to negotiate a resolution. If PARTNERS do not reach a resolution, PARTNERS' legal counsel will initiate mediation. PARTNERS agree to participate in mediation in good faith and will share equally in its costs.

Neither the dispute nor the mediation process relieves PARTNERS from full and timely performance of WORK in accordance with the terms of this Agreement. However, if any PARTNER stops fulfilling WORK, any other PARTNER may seek equitable relief to ensure that WORK continues.

Except for equitable relief, no PARTNER may file a civil complaint until after mediation, or 45 calendar days after filing the written mediation request, whichever occurs first.

PARTNERS will file any civil complaints in the Superior Court of San Francisco County. The prevailing PARTNER will be entitled to an award of all costs, fees, and expenses, including reasonable attorney fees as a result of litigating a dispute under this Agreement or to enforce the provisions of this article including equitable relief.

79. PARTNERS maintain the ability to pursue alternative or additional dispute remedies if a previously selected remedy does not achieve resolution.
80. If any provisions in this Agreement are found by a court of competent jurisdiction to be, or are in fact, illegal, inoperative, or unenforceable, those provisions do not render any or all other Agreement provisions invalid, inoperative, or unenforceable, and those provisions will be automatically severed from this Agreement.
81. PARTNERS intend this Agreement to be their final expression and to supersede any oral understanding or writings pertaining to WORK.
82. If, during performance of WORK, additional activities or environmental documentation is necessary to keep PROJECT in environmental compliance, PARTNERS will amend this Agreement to include completion of those additional tasks.
83. The following documents are attached to, and made an express part of this Agreement:
SCOPE SUMMARY.

84. This Agreement will terminate 180 days after PID is signed by PARTNERS or as mutually agreed by PARTNERS in writing. However, all indemnification articles will remain in effect until terminated or modified in writing by mutual agreement.

CONTACT INFORMATION

The information provided below indicates the primary contact information for each PARTNER to this Agreement. PARTNERS will notify each other in writing of any personnel or location changes. Contact information changes do not require an amendment to this Agreement.

The primary agreement contact person for CALTRANS is:

Ron Kiaaina, Project Manager
111 Grand Avenue
Oakland, California 94612
Office Phone: (510) 286-4193
Email: ron_kiaaina@dot.ca.gov

The primary agreement contact person for ALAMEDA CTC is:

Arthur L. Dao, Executive Director
1111 Broadway, Suite #800
Oakland, CA 94607
Office Phone: (510) 208-7402
Email: adao@alamedactc.org

SIGNATURES

PARTNERS declare that:

1. Each PARTNER is an authorized legal entity under California state law.
2. Each PARTNER has the authority to enter into this Agreement.
3. The people signing this Agreement have the authority to do so on behalf of their public agencies.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

ALAMEDA COUNTY TRANSPORTATION
COMMISSION

By: _____
Helena (Lenka) Culik-Caro
Deputy District Director, Design

By: _____
Arthur L. Dao
Executive Director

APPROVED AS TO FORM:

Reviewed as to budget/financial controls:

By: _____
Attorney, Department of Transportation

By: _____
Patricia Reavey
Director of Finance

CERTIFIED AS TO FUNDS:

APPROVED AS TO FORM

By: _____
District Budget Manager

By: _____
Wendel Rosen , Black & Dean LLP
Legal Counsel for Alameda CTC

CERTIFIED AS TO FINANCIAL TERMS
AND POLICIES:

By: _____
Accounting Administrator

**EXHIBIT – A
SCOPE SUMMARY (PSR-PR)**

WBS Level					Description	CALTRANS	ALAMEDA CTC	N/A
4	5	6	7	8				
1	150				DEVELOP PROJECT INITIATION DOCUMENT		X	
2	160				Perform Preliminary Engineering Studies and Draft Project Study Report-Project Report	X	X	
		05			Updated Project information	X	X	
			05		Approved Project Initiation Document Review			X
			10		Geotechnical Information Problem Definition		X	
			15		Materials Information		X	
			20		Traffic Data and Forecasts		X	
			25		Geometrics Development (ALAMEDA CTC) - Geometrics Approved (CT)	X	X	
			30		Project Scope Review		X	
			35		Project Cost Estimate		X	
			99		Other Project Information Products		X	
		10			Engineering Studies		X	
			10		Traffic Forecasts/Modeling		X	
			15		Geometric Plans for Project Alternatives		X	
			20		Value Analysis		X	
			25		Hydraulics/Hydrology Studies		X	
			30		Highway Planting Design Concepts		X	
			35		Traffic Operational Analysis		X	
			40		Updated Right of Way Data Sheet		X	
			45		Utility Locations Determined for Preliminary Engineering		X	
			50		Railroad Study			X
			55		Multi-Modal Study		X	
			60		Park and Ride Study			X
			65		Right of Way Relinquishment and Vacation Study			X
			70		Traffic Studies/Traffic Capacity Analysis		X	
			75		Updated Materials Information		X	
			80		Updated Geotechnical Information		X	
			85		Structures Advance Planning Study (APS) and Preliminary Engineering		X	
			90		High Occupancy Vehicle Report			X
			95		Updated Preliminary Transportation Management Plan		X	
			99		Other Engineering Studies		X	
		15			Draft Project Study Report-Project Report		X	
			05		Cost Estimates for Alternatives		X	
			10		Fact Sheet for Exceptions to Design Standards & Exception to Encroachment Policy Request		X	

		15	Approved Fact sheet for Exception to Design Standards and Exceptions to Encroachment Policy	X		
		20	Draft Project Study Report-Project Report		X	
		25	Draft Project Study Report-Project Report Circulation, Review, and Approval	X		
		99	Other Draft Project Study Report-Project Report Products		X	
		20	Engineering and Land Net Surveys		X	
		25	Existing Records		X	
		30	Land Net Surveys		X	
		35	Land Net Map		X	
		40	Right of Way Engineering Products		X	
		50	Control Surveys		X	
		55	Photogrammetric Maps and Products		X	
		60	Engineering Surveys		X	
		65	As-Built Centerline Surveys		X	
		70	Pavement Surveys		X	
		30	Environmental Study Request (ESR)		X	
		05	Maps for ESR		X	
		10	Surveys and Mapping for Environmental Studies		X	
		15	Property Access Rights for Environmental/Engineering Studies		X	
		40	NEPA Assignment		X	
		45	Base Maps and Plan Sheets for Project Study Report-Project Report and Environmental Studies		X	
2	165		Perform Environmental Studies and Prepare Draft Environmental Addendum		X	
		05	Environmental Scoping of Alternatives Identified for Studies in Project Initiation Document		X	
		10	General Environmental Studies		X	
		15	Community Impact Analysis, Land Use, and Growth Studies			X
		20	Visual Impact Assessment and Scenic Resource Evaluation			X
		25	Noise Study			X
		30	Air Quality Study		X	
		35	Water Quality Studies		X	
		40	Energy Studies			X
		45	Geotechnical Report		X	
		55	Draft Right of Way Relocation Impact Document			X
		60	Location Hydraulic and Floodplain Study Report		X	
		65	Paleontology Study		X	
		70	Wild and Scenic Rivers Coordination			X
		75	Environmental Commitments Record		X	
		80	Hazardous Waste Initial Site Assessments/Investigations		X	
		85	Hazardous Waste Preliminary Site Investigations		X	
		99	Other Environmental Studies		X	
		15	Biological Studies		X	
		05	Biological Assessment		X	
		10	Wetlands Study		X	

		15	Resource Agency Permit Related Coordination		X	
		20	Natural Environment Study Report		X	
		99	Other Biological Studies		X	
		20	Cultural Resource Studies		X	
		25	Draft Environmental Document or Categorical Exemption/Exclusion	X	X	
		10	Section 4(F) Evaluation			X
		20	Environmental Quality Control and Other Reviews		X	
		25	Approval to Circulate Resolution	X		
		30	Environmental Coordination	X	X	
		99	Other Draft Environmental Document Products		X	
		30	NEPA Assignment		X	
2	170		Permits, Agreements, and Route Adoptions during PA&ED component		X	X
		05	Required permits		X	
		10	NOTE: all permits under 2.170.10 are addressed in the text of this Agreement.			
		15	Railroad Agreements			X
		20	Freeway Agreements		X	
		25	Agreement for Material Sites			X
		30	Executed Maintenance Agreement		X	
		40	Route Adoptions			X
		45	MOU From Tribal Employment Rights Office (TERO)			X
		55	NEPA Assignment		X	
2	175		Circulate Draft Environmental Document and Select Preferred Project Alternative Identification			X
		05	DED Circulation			X
		05	Master Distribution and Invitation Lists			X
		10	Notices Regarding Public Hearing and Availability of Draft Environmental Document			X
		15	DED Publication and Circulation			X
		20	Federal Consistency Determination (Coastal Zone)			X
		99	Other DED Circulation Products			X
		10	Public Hearing			X
		05	Need for Public Hearing Determination			X
		10	Public Hearing Logistics			X
		15	Displays for Public Hearing			X
		20	Second Notices of Public Hearing and Availability of DED			X
		25	Map Display and Public Hearing Plan			X
		30	Display Public Hearing Maps			X
		35	Public Hearing			X
		40	Record of Public Hearing			X
		99	Other Public Hearing Products			X
		15	Public Comment Responses and Correspondence			X
		20	Project Preferred Alternative			X
		25	NEPA Assignment		X	

2	180			Prepare and Approve Project Study Report-Project Report and Final Environmental Document	X	X	
		05		Final Project Study Report-Project Report		X	
			05	Updated Draft Project Study Report-Project Report		X	
			10	Approved Project Study Report-Project Report	X		
			15	Updated Storm Water Data Report		X	
			99	Other Project Study Report-Project Report Products		X	
		10		Final Environmental Addendum		X	
			05	Concur with Approved Final Environmental Addendum	X	X	
			05	Draft Final Environmental Addendum Review		X	
			10	Revised Draft Final Environmental Addendum		X	
			15	Section 4(F) Evaluation			X
			20	Findings			X
			25	Statement of Overriding Considerations			X
			30	CEQA Certification			X
			40	Section 106 Consultation and MOA			X
			45	Section 7 Consultation		X	
			50	Final Section 4(F) Statement			X
			55	Floodplain Only Practicable Alternative Finding			X
			60	Wetlands Only Practicable Alternative Finding			X
			65	Section 404 Compliance			X
			70	Mitigation Measures			X
			10	Public Distribution of Final Environmental Addendum and Respond To Comments		X	
			15	Final Right of Way Relocation Impact Document			X
			99	Other Final Environmental Addendum Products		X	
		15		Completed Environmental Addendum		X	X
			05	Record of Decision (NEPA)			X
			10	Notice of Determination (CEQA)		X	
			20	Environmental Commitments Record		X	
			99	Other Completed Environmental Addendum Products		X	
		20		NEPA Assignment		X	

FUNDING SUMMARY

Funding Source	Funding PARTNER	Fund Type	CALTRANS Reimbursement	Subtotal Funds Type
LOCAL	ALAMEDA CTC	Local Measure Funds	\$115,000	\$115,000
		Subtotals by Component	\$115,000	\$115,000



Memorandum

5.4

1111 Broadway, Suite 800, Oakland, CA 94607 • PH: (510) 208-7400 • www.AlamedaCTC.org

DATE: April 4, 2016

SUBJECT: I-80 Integrated Corridor Mobility (ICM) Project (PN 1378.001-6): Approval of Contract Amendment No. 3 to Professional Services Agreement A11-0039 with Kimley-Horn and Associates, Inc.

RECOMMENDATION: Approve and authorize the Executive Director to execute Amendment No. 3 to the Professional Services Agreement No. A11-0039 with Kimley-Horn and Associates, Inc. for an additional amount of \$700,000 for a total not-to-exceed amount of \$2,696,870 and a one-year time extension to provide system manager services through the project completion.

Summary

The I-80 ICM Project will reduce congestion and delays in the 22-mile I-80 corridor and San Pablo Avenue from Emeryville to the Carquinez Bridge through the deployment of intelligent transportation system (ITS) and transportation operation system (TOS), without physically adding capacity through widening of the corridor. This \$93 million project is funded with the Statewide Proposition 1B bond funds (\$76.7 million), and a combination of funding from Alameda County and Contra Costa County sales tax programs, as well as federal and other local and regional funds. The I-80 ICM Project has been divided into seven sub-projects as follows:

- Project #1: Software & Systems Integration
- Project #2: Specialty Material Procurement
- Project #3: Traffic Operations Systems (TOS)
- Project #4: Adaptive Ramp Metering (ARM)
- Project #5: Active Traffic Management (ATM)
- Project #6: San Pablo Corridor Arterial and Transit Improvement Project
- Project #7: Richmond Parkway Transit Center

Alameda CTC is responsible for the construction administration and management of Projects # 1, 2, 3, and 6, and providing a System Manager for the Projects. Alameda CTC selected Kimley-Horn and Associates, Inc. (KHA) in September 2011 to provide System Manager Services for the I-80 ICM Projects.

During the course of the construction of Projects # 1 and 6, several unforeseen issues arose that have caused a delay in the completion of the projects, resulting in a higher level of System Manager services and for a longer period of time than originally anticipated. Construction issues encountered included functionality of signs encountered during system integration and domino-effect delays between sub-projects. In addition, scope not originally anticipated in the original contract; including developing interim Incident Response Plans, Corridor Signal Retiming and Data Collection, and support during the one year burn in period after the system is activated, has increased the System Manager services. The estimated cost for the additional System Manager services to support the projects is \$700,000.

The recommended action would increase the contract not-to-exceed amount as shown in Table A of this report and authorize a one-year time extension to December 31, 2017 to provide System Manager services through the completion of the projects.

Background

The I-80 ICM Project will reduce congestion and delays in the 22-mile I-80 corridor and San Pablo Avenue from Emeryville to the Carquinez Bridge through the deployment of intelligent transportation system (ITS) and transportation operation system (TOS), without physically adding capacity through widening of the corridor. This \$93 million project is funded with the Statewide Proposition 1B bond funds (\$76.7 million), and a combination of funding from Alameda County and Contra Costa County sales tax programs, as well as federal and other local and regional funds. The I-80 ICM Project has been divided into seven sub-projects, with statuses as shown below:

- Project #1: Software & Systems Integration – on going (software development complete and system testing underway)
- Project #2: Specialty Material Procurement – substantially complete
- Project #3: Traffic Operations Systems (TOS) - complete
- Project #4: Adaptive Ramp Metering (ARM) - complete
- Project #5: Active Traffic Management (ATM)- complete
- Project #6: San Pablo Corridor Arterial and Transit Improvement Project – substantially complete (providing on-going support during subsystem testing)
- Project #7: Richmond Parkway Transit Center – inactive

Alameda CTC is responsible for the construction administration and management of Projects # 1, 2, 3, and 6, and providing a System Manager for the duration of the Projects. KHA was selected by Alameda CTC to provide the System Manager services for Projects # 1 and 6 under a competitive selection process in 2011. During the course of construction, various unforeseen issues have delayed completion of the projects including: issues with the functionality of signs on Project #6 encountered during the subsystem testing which required troubleshooting and repairs, and longer than anticipated construction for Project #5 which

directly impacted Project#1. In addition, required scope not originally anticipated in the original contract was identified; including developing interim Incident Response Plans, Corridor Signal Retiming and Data Collection, and support during the one year burn in period after the system is activated.

The proposed amendment will provide the additional budget necessary to ensure continued System Manager services through the completion of the Projects. The project funding plan for the Projects includes a combination of local, regional, state, and federal funds. Specifically, Traffic Light Synchronization Program (TLSP) funds have been identified and are available from the project contingency for this additional work.

The proposed amendment is for a value of \$700,000 for a contract total not-to-exceed amount of \$2,696,870. Staff has negotiated the contract amendment with KHA and determined that this amount is fair and reasonable for the anticipated level of effort. Table A below summarizes the contract actions related to Agreement No. A11-0039.

Table A: Summary of Agreement No. A11-0039			
Contract Status	Work Description	Value	Total Contract Not-to-Exceed Value
Original Professional Services Agreement with KHA (A11-0039) July 2011	System Manager Services for I80 ICM Project	\$624,775	\$624,775
Amendment No. 1 January 2012	Provide additional budget	\$1,372,095	\$1,996,870
Amendment No. 2 September 2015	Provide a 12 month time extension to December 31, 2016	\$0	\$1,996,870
Proposed Amendment No. 3 April 2016 (This Agenda Item)	Provide additional budget and 12 month time extension to December 31, 2017 to complete the project	\$700,000	\$2,696,870
Total Amended Contract Not-to-Exceed Amount			\$2,696,870

Levine Act Statement: KHA did not report a conflict in accordance with the Levine Act.

Fiscal Impact: The fiscal impact of approving this item is \$700,000. The action will authorize existing TLSP project funds to be used for subsequent expenditure. This budget is included in

the project funding plan and has been included in the Alameda CTC Adopted FY 2015-2016 Operating and Capital Program Budget.

Staff Contact

[Richard Carney](#), Project Controls Team

[Connie Fremier](#), Project Controls Team



Memorandum

5.5

1111 Broadway, Suite 800, Oakland, CA 94607 • PH: (510) 208-7400 • www.AlamedaCTC.org

DATE: April 4, 2016

SUBJECT: East Bay Greenway (Coliseum BART to 85th Avenue) Project (PN 1255.000): Close-out of East Bay Greenway – Segment 7A Project

RECOMMENDATION: Approve and authorize:

1. The Executive Director to execute Amendment No. 5 to the Professional Services Agreement No. A13-0020 with Ghirardelli Associates, Inc. for an additional not-to-exceed amount of \$100,000 for a total not-to-exceed amount of \$940,000;
2. The Executive Director to negotiate and execute a contract change order with GradeTech, Inc. for final settlement of notice of potential claims required for project closeout;
3. The adoption of Alameda CTC Resolution 16-006 which authorizes acceptance of the completed construction contract with GradeTech, Inc. for the East Bay Greenway – Segment 7A Project, pending submittal of final closeout documents;
4. The allocation of \$500,000 in 2000 Measure B funds for project close-out activities and settlement of notice of potential claims.

Summary

The Alameda CTC is the sponsor of the East Bay Greenway Project – Segment 7A. The project is a half-mile segment of the East Bay Greenway Trail located between 75th and 85th Avenues, adjacent to San Leandro Street and beneath the aerial Bay Area Rapid Transit (BART) tracks, in the City of Oakland. Segment 7A is a project from the Measure B Bicycle and Pedestrian Program.

All construction activities were completed on March 31, 2016 and project close-out activities are anticipated to be completed by June 30, 2016. During the course of construction, several unforeseen issues arose that caused a delay in the completion of the project, including electrical plan revisions, contaminated material, buried man-made objects and weather. As a result of the delays, additional construction management services are needed to complete project close-out activities and to provide assistance with the settlement of potential claims resulting from the delays and additional funds are needed to fund the settlement of the notice of potential claims with the contractor. The costs associated with the required additional construction management services and the

settlement of the notice of potential claims exceeds the current construction budget. In order to complete the project, it is estimated that an additional \$500,000 will be required. An allocation of \$500,000 of 2000 Measure B Bicycle and Pedestrian Countywide Discretionary funds is requested to fund these close-out activities.

Construction on the project was completed on March 31, 2016. It is recommended that the Commission accept the completed construction contract with GradeTech Inc. for the East Bay Greenway – Segment 7A Project (PN 1379.001), pending submittal of close-out documents, through the adoption of Alameda CTC Resolution 16-006.

Background

The East Bay Greenway – Segment 7A project is a half-mile segment of the East Bay Greenway Trail and is located between 75th and 85th Avenues, adjacent to San Leandro Street and beneath the aerial BART tracks in the City of Oakland. The project started construction in October 2013 and was completed on March 31, 2016.

As the sponsor for the project, Alameda CTC is implementing the construction phase of the project and is responsible for providing the construction management services. Alameda CTC is utilizing Measure B, local, Federal (TIGER) and other local funding from a number of sources to fund the construction phase.

Ghirardelli Associates, Inc. was selected by Alameda CTC to provide construction management services under a competitive selection process in 2012. Additional construction management services that were not originally anticipated are needed to complete the project. The proposed amendment will provide additional financial resources for increased efforts that were not previously identified.

During the course of construction, various unforeseen issues delayed completion of the project including: revisions to the lighting and signal plans which delayed the procurement of lighting and signal material by several months; contaminated material that required special handling and disposal at a Class I facility; buried man-made objects encountered during installation of signal foundations; and weather delays. As a result of the delays, the project completion date was extended 113 days. In addition, the contractor was slow in completing the work. Both the unforeseen project and contractor delays have resulted in higher than anticipated construction management costs to complete the project. In addition, the contractor filed a notice of potential claim for compensation for home office overhead and additional effort was needed by the construction management team to analyze and negotiate a settlement.

The project funding plan for the East Bay Greenway – Segment 7A includes funds from Measure B, Federal (TIGER), and other local funds for construction phase services including construction capital and support. In order to complete the project, it is estimated that an additional \$500,000 is needed to address the impacts associated with the delays including increased construction management costs and settlement of notice of potential claims with the contractor.

The proposed amendment for additional construction support provided by Ghirardelli Associates Inc. is for \$100,000 for a contract total not-to-exceed amount of \$940,800. With the proposed modifications, the contract would continue to meet the applicable Federal contract goals set by Federal TIGER funding requirements.

Staff has negotiated the contract amendment with Ghirardelli Associates, Inc. based on the level of effort anticipated to be required to complete the project. Staff has determined that this negotiated amount is fair and reasonable to both Alameda CTC and Ghirardelli Associates, Inc.

Levine Act Statement: Ghirardelli Associates, Inc. did not report a conflict in accordance with the Levine Act.

Table A below summarizes the contract actions related to Agreement No. A13-0020:

Table A: Agreement No. A13-0020 Contract Summary			
Contract Status	Work Description	Value	Total Contract Not-to-Exceed Value
Original Professional Services Agreement with Ghirardelli (A13-0020) November 2012	Construction Management Services I-580 San Leandro Soundwall and East Bay Greenway Segment 7A	\$255,800	\$255,800
Amendment No. 1 July 2014	Provide additional budget and a 9 month time extension December 31, 2014	\$280,000	\$535,800
Amendment No. 2 December 2014	Provide additional budget and a 6 month time extension to June 30, 2015	\$125,000	\$660,800
Amendment No. 3 May 2015	Provide additional budget and 6 month time extension to December 31, 2015 to complete construction of East Bay Greenway project	\$180,000	\$840,800
Amendment No. 4 January 2016	6 month time extension	\$0	\$840,800
Proposed Amendment No. 5 (This Agenda item)	Provide additional budget	\$100,000	\$940,800
Total Amended Contract Not-to-Exceed Amount			\$940,800

Additionally, \$400,000 is needed to address other cost impacts associated with the delays including increased staff time, and costs associated with the settlement of notice of potential

claims with the contractor, including settlement of the contractor's claim for home office overhead.

A total allocation of \$500,000 in 2000 Measure B Bicycle and Pedestrian Countywide Discretionary Funds is requested to fund these additional costs.

Project Acceptance – The East Bay Greenway – Segment 7A opened bids on May 13, 2013. On June 27, 2013 the Alameda CTC Board awarded contract A12-0023 in the amount of \$1,561,354 to GradeTech, Inc. A summary of estimated contract cost at completion is provided below:

Contract Summary:

Awarded Contract Amount:	\$1,561,354.00
Bid Item Adjustments	-\$ 120,462.70
<u>Total CCO Amount (including settlement of potential claims):</u>	<u>\$ 901,934.39</u>
Total:	\$2,342,826.39

On March 31, 2016, GradeTech, Inc. completed all contract work in accordance with the plans and specifications. The Construction Manager has recommended acceptance of the completed contract, including punch list items, established in coordination with the City of Oakland pending completion of close-out documents.

A total of \$2,608,558 in Federal and local funds were programmed for the construction of the East Bay Greenway – Segment 7A project. With the addition of \$500,000 of Measure B Bicycle and Pedestrian Countywide Discretionary Funds, a total of \$3,108,558 funds will be programmed for completion of the project. It is expected that all funds will be expended after project closeout.

Fiscal Impact: The recommended action will result in the allocation, encumbrance and subsequent expenditure of \$500,000 of 2000 Measure B Bicycle and Pedestrian Countywide Discretionary Funds for project close out and settlement of potential claims. This encumbrance amount has been included in the Alameda CTC Adopted FY 2015-2016 Operating and Capital Program Budget.

Attachments

- A. Alameda CTC Resolution No. 16-006

Staff Contact

[Richard Carney](#), Project Controls Team

[Connie Fremier](#), Project Controls Team



ALAMEDA COUNTY TRANSPORTATION COMMISSION

RESOLUTION 16-006

Commission Chair
Vice Mayor Rebecca Kaplan,
City of Oakland

Commission Vice Chair
Mayor Bill Harrison,
City of Fremont

AC Transit
Director Elsa Ortiz

Alameda County
Supervisor Scott Haggerty, District 1
Supervisor Richard Valle, District 2
Supervisor Wilma Chan, District 3
Supervisor Nate Miley, District 4
Supervisor Keith Carson, District 5

BART
Director Rebecca Saltzman

City of Alameda
Mayor Trish Spencer

City of Albany
Mayor Peter Maass

City of Berkeley
Councilmember Laurie Capitelli

City of Dublin
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City of Emeryville
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Mayor Barbara Halliday

City of Livermore
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City of Newark
Councilmember Luis Freitas

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City of Piedmont
Mayor Margaret Fujioka

City of Pleasanton
Mayor Jerry Thorne

City of San Leandro
Mayor Pauline Cutter

City of Union City
Mayor Carol Dufra-Vernaci

Executive Director
Arthur L. Dao

Resolution Authorizing Acceptance of the Completed Construction Contract with GradeTech, Inc. for the East Bay Greenway – Segment 7A Project

WHEREAS, on July 23, 2013, the Alameda County Transportation Commission (Alameda CTC) entered into Agreement No. A12-0023 with GradeTech, Inc. ("Contractor") for the East Bay Greenway – Segment 7A (PN 1379.001) ("Project"); and

WHEREAS, the Contractor has completed all final "punch list" items, and Alameda CTC, and the City of Oakland have completed final inspections which have indicated that the Project has been constructed in conformity with the Agreement for Construction with the exception of presently unknown defects not disclosed in the final inspection; and

WHEREAS, the Contractor has requested a Notice of Completion be filed and final payment be made; and

WHEREAS, the Project was acknowledged as completed on March 31, 2016;

NOW, THEREFORE, BE IT RESOLVED as follows:

- The Alameda CTC hereby accepts the Project specified in Agreement No. A12-0023.
The Project was completed on March 31, 2016.
The final contract price is a not-to-exceed amount of \$2,342,826.39.
The Clerk of the Alameda CTC is hereby directed to file a Notice of Completion specifying April 28, 2016, as the completion date for this Project, copies of said Notice to be recorded in the Official Records of Alameda County, in the manner provided by law.

DULY PASSED AND ADOPTED by the Alameda CTC at the regular meeting of the Commission held on April 28, 2016, in Oakland, California, by the following votes:

AYES: NOES: ABSTAIN: ABSENT:

SIGNED: ATTEST:

Rebecca Kaplan
Chair, Alameda CTC

Vanessa Lee
Clerk of the Commission

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