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OFFICE OF THE CITY CLERK  
OAKLAND  
2013 JUN 27 PM 5:42

# AGENDA REPORT

TO: DEANNA J. SANTANA  
CITY ADMINISTRATOR

FROM: Vitaly B. Troyan, P.E.  
Director, Public Works

SUBJECT: BRT Project Monitoring Report

DATE: June 12, 2013

City Administrator  
Approval

Date

6/27/13

COUNCIL DISTRICT: City-Wide

## RECOMMENDATION

Staff recommends that the City Council adopt a Resolution authorizing the City Administrator to enter into a Master Cooperative Agreement with the Alameda-Contra Costa Transit District (AC Transit) for the Final Design and Construction Phases of the Downtown Oakland to San Leandro Bus Rapid Transit Project and a Resolution authorizing the City Administrator to enter into an Operations and Maintenance Agreement with the Alameda-Contra Costa Transit District (AC Transit) for the Downtown Oakland to San Leandro Bus Rapid Transit Project.

## EXECUTIVE SUMMARY

AC Transit reports that all state and local agreements with Caltrans, the City of Oakland, the City of San Leandro, and utility companies for construction and operation of the BRT Project must be executed by August 30, 2013. This is when the District submits its draft application for the final \$27 million dollars in Federal Transit Administration (FTA) funding needed for its \$178 million BRT Project. The resolutions and agreements are being presented to Council at this time to meet this deadline. In discussions leading to the preparation of this report, staff informed AC Transit that all documents in support of these resolutions and agreements must be received by the City no later than Wednesday, June 12, 2013 in order to meet the deadlines for the July 9, 2013 Committee Meeting. The information in this report is based on the documents received as of that date, unless otherwise noted.

This report discusses City staff review, approval and compliance monitoring activities for the East Bay Bus Rapid Transit (BRT) Project from July 17, 2012 to June 12, 2013. AC Transit is scheduled to present an informational report to Council on the status of their project at the same Committee Meeting.

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AC Transit has substantially completed the Preliminary Engineering (35% Design) Phase of the BRT Project. Bus Rapid Transit is a mode of transit service provision that has some or all of the following characteristics: Dedicated Travel Lanes; Level Boarding Platforms; Off-Board Fare Collection; and Real-Time Arrival Signs. The East Bay BRT Project's 9.52 mile dedicated bus corridor between Downtown Oakland and the San Leandro BART station is described as the Downtown Oakland to San Leandro (DOSL) Alternative in the federal Record of Decision (ROD).

On July 17, 2012, the Oakland City Council adopted the DOSL as the Locally Preferred Alternative (LPA) for the East Bay Bus Rapid Transit (BRT) Project. The Council recognized, however, that the Environmental Phase did not completely identify and mitigate BRT Project impacts on Oakland business and communities or include sufficient roadway improvements. Therefore, the Council attached Oakland Conditions of Approval to the BRT Project (Resolution No. 84106 C.M.S.) ***Attachment A***.

The thirteen Conditions of Approval (COA) fall into four categories: 1. Parking and Business Impacts (COA 1, 11), which includes Local Hire provisions; 2. Design Requirements (COA III-IX); 3. Operations & Maintenance (COA X); and 4. Reimbursement & Legal Requirements (COA XI-XIII). Categories three and four were largely resolved during high-level negotiations led by the Oakland Public Works Director and AC Transit Deputy Director.

#### *Conditions of Approval – Current Status*

***Attachment B, Oakland Conditions of Approval Compliance Report***, is a comprehensive summary of the current status of these conditions of approval. The report shows significant conformance with Design and Operations & Maintenance requirements but significantly less progress on Parking and Business Impact Mitigation items. Nonetheless, in order for AC Transit to meet its requirement that key project agreements be in place prior to submitting their final funding application to the FTA, AC Transit has requested that the Oakland City Council authorize the City Administrator to enter into agreements now, for Final Design, Construction and Operations & Maintenance of the BRT Project.

#### **OUTCOME**

The Oakland City Council needs to make a policy decision, based on the compliance data contained herein and information provided separately by AC Transit, to either immediately authorize the agreements or delay such approvals until more substantial conformance with the Oakland Conditions of Approval is achieved under the BRT Project.

## BACKGROUND/LEGISLATIVE HISTORY

### Legislative History

Since 1998 AC Transit has completed numerous studies to develop the current BRT project. The City of Oakland has participated on a technical and policy level on each. The 1998 "Major Investment Study" examined multiple modes on multiple corridors. At the conclusion of that study, in 2001, the Policy Steering Committee chose Bus Rapid Transit on the Telegraph Avenue/International Boulevard corridor from Downtown Berkeley to San Leandro as the preferred project. Following this choice, AC Transit worked on preliminary design and environmental analysis of the preferred project, and released the Draft Environmental Impact Statement Report (DEIS/R) in May, 2007. In July, 2007, the City of Oakland formally submitted comments focused on route alignment, traffic, parking, economic impact, construction, roadway maintenance and operational impacts, among other concerns.

In April, 2010 the City of Oakland selected a "Locally Preferred Alternative" (LPA) for analysis in the Final Environmental Impact Statement/Report (FEIS/R) (Resolution No. 82690 C.M.S.); this Locally Preferred Alternative incorporated bicycle, pedestrian and vehicular improvements in addition to the proposed Bus Rapid Transit Project.

The original project was envisioned to run from San Leandro to Downtown Berkeley. However, the City of Berkeley did not approve an LPA and the BRT project components in the FEIS/R thus terminated at the Berkeley border. In January 2012, AC Transit released the FEIS/R on the East Bay Bus Rapid Transit Project. The FEIS/R included an alternative, the Downtown Oakland to San Leandro (DOSL) alternative that terminated the alignment in downtown Oakland. On April 24<sup>th</sup>, 2012, AC Transit certified the FEIS/R and chose the DOSL as the preferred alternative. On July 17, 2012, the City of Oakland endorsed the DOSL as the Locally Preferred Alternative for construction (Resolution No. 84106 C.M.S.), and as a part of this action passed Oakland's Conditions of Approval (COAs).

### Project Description

The BRT Project will operate with transit signal priority at all signalized intersections, new passenger stations, and a combination of mixed-flow and dedicated travel lanes throughout the alignment. The BRT Project will also feature pedestrian amenities, landscape treatments, barrier-free design, self-service proof of payment fare collection, real-time bus arrival information, and low-floor, dual-sided door buses.

The BRT Project will ultimately extend approximately 9.52 miles from Downtown Oakland to the San Leandro BART Station. In downtown Oakland, at 20th Street, both eastbound and westbound BRT operate in mixed-flow lanes between Telegraph and Broadway Avenues. At Broadway, the alignment shifts south. Southbound and northbound BRT would operate in

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mixed-flow lanes between 20th and 11th/12th Streets, with the exception of a northbound dedicated center-running lane that provides a left-turn movement onto 20th Street for buses only. 11th and 12th Streets will operate as a one way pair with the eastbound movement on 11th Street and the westbound movement on 12th Street.

Each leg has a side-running dedicated BRT lane from Broadway Avenue to Oak Street. Past Oak Street, the dedicated BRT lanes transition to mixed flow lanes through the Lake Merritt area to 2nd Avenue. There would be a "bus only" left-turn lane provided along westbound 12th Street for northbound BRT vehicles at the intersection with 14th Street. The next segment of the route would begin at 1st Avenue, where the southbound BRT would continue along East 12th Street and the northbound movement along International Boulevard through 14th Avenue. Both would be accommodated in a combination of dedicated and shared side-running BRT lanes.

With the next segment, the southbound alignment continues on East 12th street, then BRT turns east, operating in a shared BRT lane along 14th Avenue and for one block south of the intersection of 14th Avenue/International Boulevard. At 15th Avenue, both northbound and southbound BRT operate in center-running dedicated BRT lanes. The route continues on International Boulevard from 42nd Avenue to Durant Avenue on the San Leandro border. In San Leandro, the alignment continues along Durant to Georgia Way in center-running dedicated lanes. Beginning at Georgia Way, BRT will operate in mixed-flow lanes together with vehicular traffic. This configuration will continue to Davis Street, where the alignment will shift west along Davis and south again on San Leandro Boulevard, terminating at the San Leandro BART station"

## ANALYSIS

AC Transit commenced Preliminary Engineering for the DOSL-BRT Project in May 2012. Under the resolution adopting the LPA, the Public Works Director is responsible to enforce the Oakland COA and his approval is required for all BRT Project plans, specifications, and estimates. The interagency BRT team has mutually agreed that AC Transit will demonstrate substantial conformance to the COA with the following documents:

- Master Cooperative Agreement *Attachment C*
- Business Impact Mitigation Plan *Attachment D*
- Parking Impact Mitigation Plan *Attachment E*
- Construction Careers Policy
- Preliminary Engineering Report *Attachment F*
- Operations and Maintenance Agreement *Attachment G*

Master Cooperative Agreement

The final Business Impact Mitigation Plan; Parking Impact Mitigation Plan; Construction Careers Policy; and Preliminary Engineering Report will all be attached to the Master Cooperative Agreement and, when taken together, will provide complete guidelines and performance standards for the Oakland COA Numbers I - IX. The Public Works Director will not be able to approve final versions of any of these documents until the interagency BRT team completes the preliminary engineering process and submits final plans, specifications, and cost estimates for his review. We anticipate that the District will submit all final PE documents to the City on or before July 16, 2013.

Reimbursement and Legal Requirements (COA Numbers XI-XIII) were substantially resolved through high-level talks and by the respective agency lead counsel. Fiscal issues are further discussed in the Cost Implications Section below. These requirements are fully delineated in the draft Master Cooperative Agreement.

Business Impact Mitigation Plan

In fall 2012, City staff and consultants met with AC Transit staff and its consultants and reviewed best practices for the BRT Project. The City team provided input on the development of a BIM-P framework that could address COA Numbers IA, IB, & II), as well support the development of a successful transit project that benefits various impacted businesses along the BRT corridor.

AC Transit submitted a draft Business Impact Mitigation Plan (BIM-P) to the City on June 14, 2013. At the District's request, the BIM-P is being concurrently reviewed by key community / business stakeholders. This leadership team, representing agencies such as Transform, East Bay Asian Youth Center, Unity Council, East Bay Legal Defense Council, Allen Temple and others, came together under the City's International Boulevard- Oakland Sustainable Neighborhood Initiative (OSNI) umbrella to provide the following initial independent analysis:

*"AC Transit released a draft BIM-P to City staff on Friday June 14th, granting permission to share it with the OSNI Leadership Team. The leadership body met on the 14th to discuss the BIM-P, with input from available members of OSNI's Commercial and Economic Development Working Group. The leadership body is concerned that the plan is under-funded, lacks a clear process for individual businesses to have their concerns addressed, and does not include an independent oversight body during implementation. (The team) expressed a desire to require AC Transit to return to Council at least two more times before construction begins, with a more detailed plan."*

The BIM-P was also distributed to the Department of Economic Development and Workforce, Department of Housing and Community Development and OSNI. They find that the BIM-P

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contains the fundamental elements of any major transit agency capital improvement project such as: a community ombudsman, 24-hour hotline, major community marketing and communication plan, community office on the BRT project corridor, an Open for Business Program, and encouragement of BRT contractors to purchase a percentage of goods from impacted businesses along BRT route. The BIM-P lacks detail, however, such as how the BIM-P budget will be employed to cover all the needs on the diverse, 8.2 mile-long BRT corridor in Oakland or how linguistic and cultural needs will be addressed. The Plan needs a detailed schedule of activities, including but not limited to, community outreach activities.

Moreover, staff finds that the draft BIM-P does not fully address COA requirements I & II. It does not provide a comprehensive program to address business concerns during construction. Staff agrees with the OSNI Leadership Team that a more detailed BIM-P is required and that AC Transit should provide additional specific programmatic and financial commitments to the City Council. Staff agrees, however, with AC Transit's analysis that providing direct reimbursement to business owners for lost business, functionality, and / or relocation is inappropriate when considering the scope, impacts, and fiscal limitations of the BRT Project

Parking Impact Mitigation Plan

AC Transit's draft Parking Impact Mitigation Plan (PIM-P) is also under review by the City BRT Team. Staff will need to reconcile the Plan with Geometric Approval Drawings of the BRT corridor that are still under development and with the draft Business Impact Mitigation Plan. Nonetheless, here is our initial analysis:

Oakland COA Number II calls for AC Transit to provide new parking to fully offset all on-street parking lost due to construction of the BRT Project in three districts: 1. San Antonio; 2. Fruitvale; and 3. Elmhurst. Based on the information to date, the PIM-P as a stand-alone document does not represent one to one replacement of lost parking in these districts. According to the PIM-P Table 2. Parking Mitigation Summary, there will be a net loss of parking as follows:

Area	Net Loss of Spaces
San Antonio	40
Fruitvale	22
Elmhurst	7

The PIM-P finds that an off-street parking lot is not required for the San Antonio and proposes instead to relocate metered spaces to abandoned local bus stop or side street locations. The Plan proposes to construct off-street parking on 35<sup>th</sup> Avenue in the Fruitvale and to provide at least 19 spaces there. (The parcel is located between 1409 and 1445 35<sup>th</sup> Avenue.). The PIM-P also proposes off-street parking at 8630 International Boulevard in the Elmhurst District that will

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minimally accommodate 11 parking spaces. The scope and cost of pedestrian safety lighting for new and relocated parking facilities under the BRT Project is yet to be determined.

#### Construction Careers Policy

AC Transit officials indicate that they are developing a Construction Careers Policy that encourages local hiring (COA Number I.C.) within the constraints of federal funding requirements. The draft policy has not been submitted for City staff review. AC Transit intends to submit the Construction Careers Policy to the City once the AC Transit Board approves it.

#### Preliminary Engineering Report

AC Transit has worked collaboratively with the City BRT team to lay out the baseline scope, design standards, and costs for most of the COA Design Requirements (Numbers IV-IX) in the draft Preliminary Engineering Report. Many detailed technical questions remain to be answered in subsequent milestone deliverables. There are a few Design Requirements that AC Transit is currently evaluating to determine if these items will be included in the baseline BRT project. These additional items are related to business / community input on several recently adjusted stations locations; pedestrian-scale lighting; station security provisions (security personnel); bike racks at stations, and implementation of complementary improvements consistent with the City's International Boulevard Transit-Oriented Development Plan (2011). The City BRT team will continue collaboration with the AC Transit team to resolve these outstanding issues.

#### Operations & Maintenance Agreement

Operations & Maintenance requirements (COA Number X) were largely hammered out during high-level negotiations but there are a few remaining items to be resolved before the Agreement can be finalized. Most notably, the interagency team must finalize prototypical diagrams and strip maps that delineate and assign all operations and maintenance responsibilities for the BRT corridor in Oakland. These diagrams and maps will be attached to the Agreement. It should be noted that AC Transit has clearly accepted the COA requirement that the City shall not incur any additional maintenance costs due to the proposed project. As the designs develop and maintenance requirements become more defined, mutual agreement will likely result in AC Transit providing annual compensation to the City of Oakland to perform additional maintenance responsibilities as a result of installing the BRT project improvements.

Furthermore, AC Transit and the City have reciprocally agreed to relinquish portions of pavement and landscaping maintenance responsibilities. This mutual agreement was agreed upon to maximize efficiencies and more easily define responsibilities. AC Transit shall maintain all existing and proposed landscaping, irrigation and median improvements on the corridor from 1<sup>st</sup> Avenue to the San Leandro border. In exchange, the City will maintain the roadway pavement for the BRT transit-way under Oakland's jurisdiction.

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## PUBLIC OUTREACH/INTEREST

The City BRT Program Manager attended the vast majority of Community Outreach meetings convened by AC Transit since August 2012. The City BRT Project Manager attended San Antonio area merchant parking mitigation meetings in April 2013. The City's Oakland Sustainable Neighborhoods Initiative (OSNI) was launched in February 2013. An outgrowth of the City's International Boulevard Transit Oriented Development Plan process, OSNI is a public and private partnership formed to improve housing, economic development, and public transportation conditions in key areas of the International Blvd Corridor. OSNI is increasingly playing a key role in facilitating communications between AC Transit and business / community stakeholders on International Boulevard. OSNI's quarterly meeting, on June 5, 2013, was devoted primarily to the BRT Project and was attended by over 60 community leaders and concerned residents.

## COORDINATION

The BRT Project Preliminary Engineering (PE) Phase has featured broad participation by City engineering, facilities and environment, infrastructure and operations, planning, public art, public safety, and community and economic development staff and consultants. The City BRT team has been fully engaged in the PE process since December 2012. In addition to high-level talks, the City team has initiated and led ongoing workshops on: Business & Parking Impacts; Strip Map Development (baseline geometry); Traffic and Pedestrian Signal Design; and Conceptual Stage Construction Management. Our efforts have been aimed not just at achieving COA compliance but, more importantly, supporting AC Transit to build a gold standard BRT Project in Oakland. The City Attorney's Office and the Budget Office have also participated in the review of this report.

## COST SUMMARY/IMPLICATIONS

**FISCAL IMPACT:** AC Transit is wholly responsible for the BRT Project budget. City staff costs for the Preliminary Engineering Phase are fully reimbursable under AC Transit Purchase Order No. ENT01-0000018942. City costs for BRT Project Final Design and Construction review, approval, permit and inspection are fully reimbursable pursuant to the draft Master Cooperative Agreement. Consultant assistance will be required to assist the City and AC Transit in undertaking the scope of services contained in the Master Cooperative Agreement. Consultants will be mutually selected by the City and AC Transit. AC Transit has agreed to directly pay for such consultant services.

The Oakland Conditions of Approval require that the City will incur no net increase in operations and maintenance cost as a result of construction or operation of the BRT Project in Oakland and that the District will compensate the City for any new or increased operations and maintenance costs. Negotiated reimbursement to the City by the District for BRT Project

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maintenance will be established under a future amendment to the Operations and Maintenance Agreement when BRT Facilities are fully defined and quantified.

### **SUSTAINABLE OPPORTUNITIES**

***Economic:*** The BRT Project includes extensive bus transit and roadway improvements on the 8.2 mile-long BRT corridor in Oakland and is a vital part of implementing the City's International Boulevard Transit Oriented Development Plan (2011).

***Environmental:*** The BRT Project plans to purchase and operate twenty seven 60-foot, articulated, low-floor, diesel-electric hybrid motor coaches with doors on both the right (three doors) and the left (two doors) sides to enable boarding from side or center platforms. Buses will include interior bike racks, capable of storing a minimum of three bicycles. Extensive roadway improvements under the BRT Project include repaving streets, extending or constructing bicycle lanes, helping to meet the public access goals of the City's International Boulevard Transit-Oriented Development Plan (2011), and assuring the project achieves the goal of being trash neutral.

***Social Equity:*** The BRT Project includes extensive public safety, bicycle and pedestrian improvements and promises to make the BRT corridor safer and more accessible for all users.

### **CEQA**

In its action on July 17, 2012, the Oakland City Council adopted as its own the CEQA-related findings of AC Transit for the BRT Project; adopted the DOSL as the Locally Preferred Alternative for the BRT Project; and required that the AC Transit append the City Conditions of Approval to the BRT Project (C.M.S. 84016). AC Transit is responsible to amend and recertify the Final Environmental Impact Study and the Federal Record of Decision for the BRT Project necessary to incorporate the Oakland Conditions of Approval and other changes to the base plans, specifications and costs.

For questions regarding this report, please contact Christine Calabrese, BRT Program Manager, 510-238-4754, or ccalabrese@oaklandnet.com.

Respectfully submitted,



VITALY B. TROYAN, P.E.  
Director, Public Works Agency

Reviewed by:

Michael J. Neary, Assistant Public Works Director

Prepared by:

Christine Calabrese, BRT Program Manager  
Design, Engineering, and Construction Services

**Attachments:**

- Attachment A: Oakland Conditions of Approval for the BRT Project (Res. No. 84106 C.M.S.)
- Attachment B: Oakland Conditions of Approval Compliance Report
- Attachment C: Draft Master Cooperative Agreement
- Attachment D: Draft Business Impact Mitigation Plan
- Attachment E: Draft Parking Impact Mitigation Plan
- Attachment F: Draft Preliminary Engineering Report Executive Summary
- Attachment G: Draft Operations and Maintenance Agreement

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**OAKLAND CITY COUNCIL**

**RESOLUTION No. 84016 C.M.S.**

2012 JUN 28 PM 5:05  
Introduced by Councilmember \_\_\_\_\_

Approved as to Form and Legality


  
City Attorney

**RESOLUTION TO ADOPT THE DOWNTOWN OAKLAND – SAN LEANDRO ALTERNATIVE (DOSL) AS THE LOCALLY PREFERRED ALTERNATIVE FOR THE AC TRANSIT DISTRICT’S EAST BAY BUS RAPID TRANSIT PROJECT (BRT PROJECT); ADOPT CONDITIONS OF APPROVAL FOR THE DOSL BRT PROJECT; AND, AS A CEQA RESPONSIBLE AGENCY, ADOPT AS ITS OWN INDEPENDENT FINDINGS AND CONCLUSIONS TO THE ATTACHED CEQA-RELATED FINDINGS ADOPTED BY AC TRANSIT FOR THE DOSL BRT PROJECT, INCLUDING REJECTIONS OF ALTERNATIVES AS BEING INFEASIBLE, THE FINDINGS OF FACT, STATEMENT OF OVERRIDING CONSIDERATIONS (FINDING THAT THE BENEFITS OF THE PROJECT OUTWEIGH ITS ENVIRONMENTAL IMPACTS), AND THE MITIGATION MONITORING AND REPORTING PROGRAM.**

**WHEREAS**, in 1998 the AC Transit District (AC Transit) initiated work on the “Major Investment Study” (MIS) to closely examine alternatives for transit line service on several transit corridors in their service area; and

**WHEREAS**, in 2000 a MIS Policy Steering Committee comprised of membership from all affected jurisdictions, including the City of Oakland was convened to provide guidance to the study from a corridor-wide perspective; and

**WHEREAS**, in 2001 the Policy Steering Committee recommended a preferred route for a Bus Rapid Transit project that specified the corridor alignment of Telegraph Avenue to International Boulevard/East 14<sup>th</sup> Street in the cities of Berkeley, Oakland, and San Leandro; and

**WHEREAS**, Bus Rapid Transit is a transit service line that has some or all of the following characteristics: dedicated travel lanes; level boarding platforms; off-board fare collection; signal preemption and real-time arrival signs; and,

**WHEREAS**, the City of Oakland’s General Plan *Policy T3.6 Encouraging Transit* calls to “encourage and promote use of public transit... on designated “transit streets”, and *Policy T3.7 Resolving Transportation Conflicts* call for the City to “resolve any conflicts between public transit and single occupant vehicles in favor of the transportation mode that has the potential to provide the greatest mobility and access for people...”; and

**WHEREAS**, the 1996 Transit First Resolution (C.M.S. 73036) reads: “It shall be the official policy for the City of Oakland to encourage and promote public transit in Oakland to expedite the movement of and access to public transit vehicles on designated “transit streets” such as International Boulevard; and

**WHEREAS**, in May 2007, AC Transit, in collaboration with the Federal Transit Administration released a Draft Environmental Impact Statement/Report for the continued development of the East Bay BRT Project; and

**WHEREAS**, in July 2007 the City of Oakland formally submitted comments in response to the Draft Environmental Impact Statement/Report on the East Bay BRT Project, which comments focused on line alignment, traffic, parking, economic, construction, roadway maintenance and operational impacts, among other concerns; and,

**WHEREAS**, in April 2010 the City of Oakland selected a “Locally Preferred Alternative” for analysis in the Final Environmental Impact Statement/Report (FEIS/R) for the East Bay BRT Project which consisted of a Bus Rapid Transit system travelling largely on dedicated lanes along International Boulevard in East Oakland and Fruitvale/San Antonio, International Boulevard and East 12<sup>th</sup> Street in Eastlake, 11<sup>th</sup> and 12<sup>th</sup> Street in downtown, and Telegraph Avenue in North Oakland; and in mixed flow traffic lanes along Broadway through downtown Oakland; and

**WHEREAS**, the City, in addition to adopting the LPA, requested that AC Transit investigate including left-door loading vehicles in the East Bay BRT Project in order to minimize parking impacts associated with construction of stations; requested that AC Transit include in the FEIS/R a full analysis of: parking losses and potential mitigations, the impacts of loss of local service on older adults and the disabled, security issues related to off-bus cash payment; increased walk distance to stops, and economic impacts to local businesses during and post-construction; and requested that AC Transit fully analyze a “Rapid Bus Plus” option that includes all of the facilities of the BRT line but without dedicated bus-only lanes; and

**WHEREAS**, City staff has worked with AC Transit staff to refine the East Bay BRT Project design to meet City policy goals related to transit-oriented development (TOD) and to create a project incorporating pedestrian, transit, and bicycle improvements, and to mitigate impacts to vehicular traffic and parking; and

**WHEREAS**, in January 2012, AC Transit released the Final Environmental Impact Study/Report (FEIS/R) on the East Bay BRT Project; and

**WHEREAS**, in January 2012, AC Transit released a report analyzing a “Rapid Bus Plus” option titled “AC Transit Oakland Bus Bulbs Analysis: Telegraph/ International Corridor” that finds that this alternative is less desirable in terms of delivering efficient transit service and will be difficult if not impossible to fund, although it has fewer traffic and parking impacts; and

**WHEREAS**, in February and March, 2012, AC Transit presented the East Bay BRT Project to the community in a series of public meetings; and

**WHEREAS**, on April 25, 2012, the AC Transit Board of Directors certified the Final Environmental Impact Report (FEIR); and adopted the Finding of Fact and Statement of Overriding Considerations dated March 24, 2012 and attached here as *Exhibit B*; and

**WHEREAS**, the FEIS/R analyzed two BRT options, the first being the Locally Preferred Alternative from Berkeley through Oakland to San Leandro, and the second being the Downtown Oakland - San Leandro (DOSL) Alternative, which terminates the BRT project at the Uptown Transit Center on 20<sup>th</sup> Street; and

**WHEREAS**, on April 25, 2012, AC Transit selected the DOSL (DOSL BRT Project) alternative as their preferred project for reasons of greatly improved service, reduced environmental impacts, and Federal funding availability; and

**WHEREAS**, construction of the DOSL BRT Project would provide streamlined transit service from downtown Oakland to East Oakland and into San Leandro by providing faster, more frequent and more reliable service between fixed stations; and

**WHEREAS**, the construction of the approximately one hundred fifty-two to one hundred seventy-two million dollar (\$152,000,000.00 - \$172,000,000) DOSL BRT Project will provide employment opportunities and spin-off economic development activity for the City of Oakland; and

**WHEREAS**, fixed stations along a transit line are the basis for transit-oriented development, which provides certainty to investors, business owners, and residents as to the long-term reliability and location of the service; and

**WHEREAS**, the City is proposing a Condition of Approval (*Exhibit A to the Resolution*) to ensure that the DOSL BRT Project will continue to respond to and resolve business-owner concerns related to parking impacts along the corridor resulting from the project; and

**WHEREAS**, the City is proposing additional Conditions of Approval (*Exhibit A to the Resolution*) to ensure AC Transit delivers core upgrades such as paving, lighting, and pedestrian improvements; ensures that City operations and maintenance costs will not increase with the implementation of the DOSL BRT Project; and commits to funding City costs for continued community engagement, engineering design, and construction oversight and management; and

**WHEREAS**, the City is considered a Responsible Agency under CEQA because it has responsibility for approving the DOSL BRT Project, which is substantially within the City's street right of way; and

**WHEREAS**, the City has independently reviewed and considered the AC Transit FEIR/S on the East Bay Bus Rapid Transit Project, the April 25, 2012 AC Transit GM Memo No. 12-083a, Resolution No. 12-018, and CEQA findings, and other evidence in the administrative record, now therefore be it

**RESOLVED**, that the City Council hereby adopts as its own independent findings and conclusions, and the attached CEQA-related findings adopted by AC Transit, including rejections of alternatives as being infeasible, the Findings of Fact, Statement of Overriding Considerations (finding that the benefits of the Project outweigh its environmental impacts), and the Mitigation Monitoring and Reporting Program (*Exhibit B to the Resolution*); and be it

**FURTHER RESOLVED**, that the City's Environmental Review Officer is directed to file a Notice of Determination with the County Recorder; and be it

**FURTHER RESOLVED**, that the City hereby adopts the DOSL BRT Project and concurs with AC Transit on the selection of the DOSL BRT Project alternative as the preferred BRT Project, and encourages submission of the project to the Federal Transit Administration for funding and authorization to proceed to design and construction; and be it

**FURTHER RESOLVED**, that the City requires that the attached Conditions of Approval (Exhibit A to the Resolution) be appended to the DOSL BRT Project.

IN COUNCIL, OAKLAND, CALIFORNIA, JUL 17 2012, 20    

PASSED BY THE FOLLOWING VOTE:

AYES - BROOKS, DE LA FUENTE, ~~WILSON~~, KERNIGHAN, NADEL, QUAN, BRUNNER and PRESIDENT REID - 7

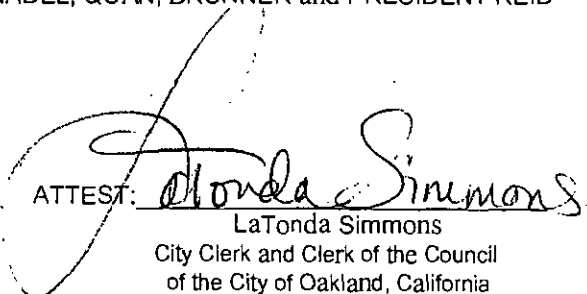
NOES - 0

ABSENT - 0

ABSTENTION - 0

Excused - Kaplan

ATTEST:

  
LaTonda Simmons  
City Clerk and Clerk of the Council  
of the City of Oakland, California

**EXHIBIT A:  
PROPOSED CONDITIONS OF APPROVAL FOR THE DOSL BRT PROJECT**

## DOSL BRT PROJECT CONDITIONS OF APPROVAL

REVISED per City Council meeting July 17, 2012

The following Conditions of Approval (COAs) are proposed to be accepted by AC Transit as a requirement of the City of Oakland's approval of the Downtown Oakland-San Leandro (DOSL) Bus Rapid Transit Project (BRT Project). These conditions are not meant to be a comprehensive or detailed list, but represent both general and specific aspects of the project identified to date and are the types of major issues the City needs to see resolved prior to continued stages of work on the project. For this reason, many of these Conditions of Approval are written as principles of agreement.

Should the DOSL BRT Project be approved, the proposed COAs include provisions that AC Transit will work with City staff to develop agreements that will serve to not only reimburse the City for costs, but ensure the City's proper role in continued public outreach with the residents and merchants, preliminary engineering and final design, and construction oversight. Each of the funding agreements will be prepared and presented to City Council for adoption.

Compliance with these and other conditions or agreements that are developed during DOSL BRT Project stages must be reviewed and approved by the Director of Public Works or designee prior to completion of the indicated phase of the DOSL BRT Project. All approvals for design, acquisition of permits, monitoring, inspection, and compliance authority will rest with the Director of the Public Works Agency or designee. All work will be completed to City requirements and standards.



## DOSL BRT PROJECT CONDITIONS OF APPROVAL

AC Transit understands that a legal agreement with the City of Oakland will be required to formalize these COAs before the 35% design stage documents are complete.

### L Directly Addressing Business Impacts

The City has supported economic development along the DOSL BRT Project line through many methods, one of which is the establishment of parking spaces to support automobile access to business. The DOSL BRT Project will need to remove some parking spaces where fixed stations will be built and the roadway width is too narrow to accommodate both parking and travel lanes. At this stage of the conceptual design process, it is not possible to tell with certainty how some existing businesses' parking needs will be impacted by this Project.

#### *A. Parking and Business Operation Impacts*

Requirement: AC Transit will continue to identify and resolve business owner issues related to the impact of the BRT on parking and business operations. Where possible, AC Transit will physically configure parking spaces in ways that are mutually agreeable to business owners, AC Transit and the City of Oakland. Where that is not possible, AC Transit will work with business owners to identify appropriate ways to compensate business owners for the financial impacts on their businesses caused by the loss of parking, up to and including possible relocation to comparable sites, within the financial constraints of the project.

During the course of construction and implementation of the project there may be other impacts to businesses which require mitigation.

## DOSL BRT PROJECT CONDITIONS OF APPROVAL

Mitigations may be short-term (during construction) or may be permanent. Such mitigations may include

- Substitute parking
- Entranceway realignment or other changes to layout or façade to improve interaction between the site and the BRT system
- Compensation for lost business and/or lost functionality
- Relocation
- Transportation Demand Management

When Required: Prior to finalizing the 35% stage of preliminary design

### ***B. Parking, Construction and Other Impacts: Mitigation Fund***

Requirement: In order to assure that business impacts are addressed, details shall be agreed to between the City of Oakland and AC Transit to create an impact mitigation fund, and establish disbursement procedures for that fund, which may be used for such needed mitigations as are identified during the upcoming phases of the project. Authorization of the Mitigation Fund shall be by the Oakland City Administrator (or designee) and AC Transit General Manager (or designee).

When Required: Prior to finalizing the 35% stage of preliminary design

### ***C. Local Hire***

Requirement: AC Transit will encourage prime and sub contractors to voluntarily hire local residents and shall provide regular progress reports to the Oakland City Council.

When Required: During project implementation

## DOSL BRT PROJECT CONDITIONS OF APPROVAL

### II. Parking Mitigation

Three commercial areas were identified where the DOSL BRT Project displaces significant parking, demand exceeds 85 percent, existing off-street parking is limited, opportunities to park on nearby cross-streets is limited, and opportunities to provide parking by improving the use of nearby existing parking is limited. For these reasons, provision of parking lots that fully offset parking loss will be required, and the City will collect any revenue from meters or parking lot control systems in the following areas:

#### *A. San Antonio District*

Requirement: AC Transit shall coordinate acquisition, design, construction, operations and maintenance efforts necessary to provide off-street parking in the vicinity of International Boulevard and 20th Avenue to mitigate the removal of on-street parking in the San Antonio District. This may occur by locating or creating new parking spaces, or acquiring a parking lot, whichever best meets the business owner's needs. AC Transit shall also assure that pedestrian safety lighting, according to City standards, is provided at any parking lot and along the path of travel to E. 12<sup>th</sup> Street and to International Boulevard.

When Required: Parking solutions shall be acquired/resolved prior to construction award and available for parking prior to construction on International Boulevard in the vicinity of the 20<sup>th</sup> Avenue.

## DOSL BRT PROJECT CONDITIONS OF APPROVAL

### ***B. Fruitvale District***

Requirement: AC Transit shall coordinate acquisition, design, construction, operations and maintenance efforts necessary to provide off-street parking in the Fruitvale District to mitigate the removal of on-street parking along International Boulevard due to construction of the DOSL BRT project. AC Transit shall also assure that pedestrian safety lighting is provided at the subject parking lot and along the path of travel to International Boulevard according to City requirements.

When Required: Lot shall be acquired prior to construction award and available for parking prior to construction in the Fruitvale district

### ***C. Elmhurst District***

Requirement: AC Transit shall coordinate acquisition, design, construction, operations and maintenance efforts necessary to provide off-street parking in the vicinity of International Boulevard and 87th Avenue to mitigate the removal of on-street parking in the Elmhurst District due to construction of the BRT project. AC Transit shall also assure that pedestrian safety lighting is provided at the subject parking lot and along the path of travel to International Boulevard according to Oakland's published lighting standards and City requirements.

When Required: Lot shall be acquired prior to construction award and available for parking prior to construction in the Elmhurst district.

## DOSL BRT PROJECT CONDITIONS OF APPROVAL

### iii. Relocated and Additional BRT Project Station Locations

In response to concerns raised by the community, several stations shall be moved and two additional stations shall be added to the DOSL BRT Project. In total, these small adjustments are intended to better serve senior centers, schools, and residential areas, and will result in shorter walking distances to reach the stations for these populations. If these station relocations have a negative affect on other constituents, AC Transit will hold additional meetings with those businesses or residents impacted by the DOSL BRT Project and work with the City to resolve these issues to the City's satisfaction.

#### *A. International at 63<sup>rd</sup> Avenue*

Requirement: AC Transit shall coordinate design and construction of a new BRT Project station in the vicinity of 63<sup>rd</sup> Avenue, in order to achieve better station spacing.

#### *B. International at 67<sup>th</sup> Avenue*

Requirement: AC Transit shall coordinate design and construction of a relocated BRT Project station at 67<sup>th</sup> Avenue, replacing the planned BRT Project station at 65<sup>th</sup> Avenue, in order to better serve nearby schools.

#### *C. International at 86<sup>th</sup> Avenue*

Requirement: AC Transit shall coordinate design and construction of a relocated BRT Project station at 86<sup>th</sup> Avenue, replacing the planned

## DOSL BRT PROJECT CONDITIONS OF APPROVAL

BRT Project station at 87<sup>th</sup> Avenue, in order to achieve better station spacing.

### *D. International at 90th Avenue*

Requirement: AC Transit shall coordinate design and construction of a new BRT Project station in the vicinity of 90th Avenue, in order to achieve better station spacing.

### *E. International at 103rd Avenue*

Requirement: AC Transit shall coordinate design and construction of a relocated BRT Project station at 103<sup>rd</sup> Avenue, replacing the planned BRT Project station at 104<sup>th</sup> Avenue, in order to better serve nearby senior facilities

When Required: All feasible solutions will be incorporated into the DOSL BRT Project before finalizing the 35% stage of preliminary design.

## IV. Pedestrian Safety

Pedestrian and patron safety needs to be specifically addressed as a part of this project. (See also Section X, Maintenance and Operations.)

### *A. Pedestrian Lighting at Stations*

Requirement: AC Transit shall provide pedestrian-scale safety lighting in the vicinity of all DOSL BRT Project stations, including the stations themselves and adjacent sidewalks. This lighting will be replaced by

## DOSL BRT PROJECT CONDITIONS OF APPROVAL

AC Transit as needed and will also be the responsibility of AC Transit for energy supply and maintenance.

When Required: During Preliminary Engineering and Final Design

### ***B. Pedestrian Lighting at All New and Upgraded Signalized Intersections***

Requirement: AC Transit shall provide safety lighting at all signalized intersections being upgraded or implemented by the DOSL BRT Project. This lighting will be replaced or repaired by AC Transit as needed. The lighting will be the responsibility of the City for energy supply and maintenance.

When Required: During Preliminary Engineering and Final Design

### ***C. Pedestrian Lighting at All New and Upgraded Pedestrian Crossings***

Requirement: AC Transit shall provide safety lighting at all pedestrian crossings with pedestrian detection being upgraded or implemented by the DOSL BRT Project. This lighting will be replaced or repaired by AC Transit as needed. The lighting will be the responsibility of the City for energy supply and maintenance.

When Required: During Preliminary Engineering and Final Design

### ***D. Security Provisions at All Stations***

Requirement: AC Transit shall provide security, to include cameras and safety personnel as necessary to ensure the security of the patrons at the

## **DOSL BRT PROJECT CONDITIONS OF APPROVAL**

stations and in nearby areas. The security systems will be replaced or repaired by AC Transit as needed. The security system will be the responsibility of AC Transit for energy supply and maintenance.

When Required: During Preliminary Engineering and Final Design

### **V. Functional Needs Access**

#### ***A. Staff Review***

Requirement: Sign-off by the City Americans with Disabilities Act (ADA) Title II Coordinator is required for all improvements to the public right-of-way under city's control, at regular intervals as part of the established Oakland Public Works (PW) review process.

When Required: During Preliminary Engineering and Final Design

#### ***B. Community Review***

Requirement: A joint AC Transit / City of Oakland Access Advisory Committee will review and provide comment on all aspects of the project design and delivery.

1. The existing AC Transit Access Advisory Committee and City of Oakland Mayor's Commission on Persons with Disabilities/Commission on Aging Access Compliance Advisory Committee shall jointly review the BRT in Oakland prior to the finalization of the 35% preliminary design, prior to the 65% design,



## DOSL BRT PROJECT CONDITIONS OF APPROVAL

prior to the 100% design, and prior to finalization of service and operating plans.

2. This joint body shall function as the official ADA / Rehabilitation Act of 1973 [Section 504] review committee for the BRT Project in Oakland. This joint body shall ensure that the BRT Project is meeting the local priorities of persons with disabilities in Oakland and shall be afforded the opportunity to provide comment on all aspects of the design and delivery of BRT Project, such as:

- a. Infrastructure (street improvements)
- b. Stations
- c. Vehicles
- d. Fare Collection
- e. Intelligent Transportation Systems
- f. Service and Operating Plans

When Required: During Preliminary Engineering and Final Design

### ***C. ADA Compliance Standards***

Requirement: The BRT Project in Oakland shall comply with Federal ADA Guidelines and Standards, as well as all applicable State and Local accessibility requirements, such as:

U.S. DOJ 2010 ADA Standards [link];

[http://www.ada.gov/2010ADASTandards\\_index.htm](http://www.ada.gov/2010ADASTandards_index.htm)

U.S. Access Board ADA Guidelines for Transportation Vehicles

[link]; <http://www.access-board.gov/transit/>

## DOSL BRT PROJECT CONDITIONS OF APPROVAL

U.S. Access Board ADA Standards for Transportation Facilities  
[link]; <http://www.access-board.gov/ada-aba/ada-standards-dot.cfm>;

When Required: During Preliminary Engineering and Final Design

### ***D. International Best Practices***

Requirement: AC Transit shall apply international best practices and universal design principles in the design and delivery of bus rapid transit in Oakland. This applies to infrastructure, vehicle, and service delivery system design, construction, and operation. International best practices include, but are not limited to “Technical and operational challenges to inclusive Bus Rapid Transit” (2010), “Transit Access Training Toolkit” (2009), and, “Bus Rapid Transit Accessibility Guidelines” (2006); all compiled by T. Rickert for the World Bank.

When Required: During Preliminary Engineering and Final Design

## **VI. Paving**

The BRT Project will remove parking lanes and restrict autos and trucks to one lane in each direction, increasing total wear and tear of these roadways. In order to accommodate this increased level of use, and to minimize future repairs that would force temporary suspension of dedicated bus lanes or detours to adjacent facilities, these lanes must be reconstructed and paved as part of the seamless whole of the paving project.

## DOSL BRT PROJECT CONDITIONS OF APPROVAL

### *A. Paving for the Downtown Oakland to San Leandro component of the BRT Project*

Requirement: AC Transit shall rehabilitate (not spot pave) all lanes, including the BRT-dedicated travel lanes, general purpose lanes, and any remaining parking lanes on International Boulevard, 11<sup>th</sup> Street, 12<sup>th</sup> Street, and E. 12<sup>th</sup> Street from curb to curb, wherever needed, to provide a 12-year useful life for these facilities. Rehabilitation method will be determined based on the existing condition and anticipated traffic index.

When Required: Pavement design is required as part the design of the project, and delivered during construction of the BRT Project.

## VII. Bicyclist Safety

Where compatible bike lanes exist along the corridor, the DOSL BRT Project shall fill gaps in the system and provide bike parking.

### *A. Class II bike lanes*

Requirement: AC Transit shall design and construct Class II bike lanes on East 12<sup>th</sup> Street from 2<sup>nd</sup> Avenue to 3<sup>rd</sup> Avenue to close the bike lane gap between the current 12<sup>th</sup> Street Measure DD Project and the East Bay BRT Project as proposed.

When Required: Design completed prior to advertisement of the construction contract.

## **DOSL BRT PROJECT CONDITIONS OF APPROVAL**

### ***B. Bicyclist Safety Provisions Near Each BRT Station***

Requirement: AC Transit will install bike racks in the near vicinity of stations, to meet demand, based on availability of space. These will allow bicyclists to have safe, lighted, and easy access to the BRT system. These racks shall be designed and located in conjunction with the City's Bicycle and Pedestrian Program, and maintained by AC Transit.

When Required: Design completed prior to advertisement of the construction contract.

## **VIII. Oakland Streetscape Project Coordination**

### ***A. 14<sup>th</sup> Avenue Streetscape Project***

Requirement: AC Transit shall coordinate design and construction efforts on East 12<sup>th</sup> Street/International Boulevard and 14<sup>th</sup> Avenue with the 14<sup>th</sup> Avenue Streetscape Project, which is currently in design development under a design/build contract by the City of Oakland. If the City's 14th Avenue project does not go through, AC Transit will work with the City to ensure that 14th Avenue design components related to the BRT Project are incorporated into the design and construction of the BRT Project.

When Required: During Preliminary Engineering phase

## DOSL BRT PROJECT CONDITIONS OF APPROVAL

### IX. Coordination with International Blvd Transit-Oriented Development (TOD) Plan

The BRT project should coordinate with and help meet the public access goals of the International Boulevard Transit Oriented Development Plan completed in 2011 by the City of Oakland.

#### *A. Implement Category 1 pedestrian improvements*

Requirement: AC Transit shall install pedestrian signals or other pedestrian improvements at named locations along International, or, if infeasible, at alternate locations that provide a minimum of 800-foot spacing between adjacent signalized crossings.

When Required: During Preliminary and Final Engineering phases

### X. Maintenance and Operations

AC Transit agrees that the City of Oakland should not incur additional maintenance costs due to implementation of the DOSL BRT Project, and that AC Transit will assume responsibility for any City maintenance cost resulting from the project.

#### *A. BRT Stations:*

Requirement: AC Transit is responsible for all operation and maintenance of stations, including all capital replacement.

## DOSL BRT PROJECT CONDITIONS OF APPROVAL

### ***B. BRT Transit-way, pavement and bus pads***

Requirement: AC Transit is responsible for all operation and maintenance of the transit way, pavement, and bus pads, including all capital replacement.

### ***C. BRT Transit-way and medians***

Requirement: AC Transit is responsible for operation and maintenance of any new or upgraded facilities constructed for or needed as a result of the BRT Project.

### ***D. BRT Transit-way - Other (Signs, Markings, etc)***

Requirement: AC Transit is responsible for all operation and maintenance of all BRT Project facilities.

### ***E. Traffic Signal Systems***

Requirement: The City will continue to operate and maintain signal timing and Transit Signal Priority (TSP) through the city's Traffic Management Center after AC Transit pays for installation of new equipment. AC Transit will reimburse the City for any AC Transit-requested signal timing changes or TSP-related costs.

### ***F. Corridor Communication Systems***

Requirement: Each agency pays to operate and maintain their respective systems such as power and utility for cameras, payments, security, etc.

## DOSL BRT PROJECT CONDITIONS OF APPROVAL

### ***G. Parking Meters***

Requirements: City assumes ownership, operations and maintenance of on-street meters, after capital investment by AC to remove, replace, or install new meters as required for the DOSL BRT Project.

### ***H. Litter and Graffiti, etc.***

Requirements: AC Transit is responsible for picking up litter; erasing graffiti and performing other clean up as needed for the maintenance of the station areas, transit way, signs, poles, and other DOSL BRT Project-related facilities.

### ***I. During Construction***

Requirement: AC Transit will be responsible for clean up of the site during construction, including litter and graffiti. All necessary measures shall be taken to ensure that materials from the job site identified in the project Waste Reduction and Recycling Plan (WRRP) are recycled.

When Required: A signed MOU inclusive of details regarding the principles outlined above is required prior to advertisement of the construction contract.

### **XL Reimbursement of City Costs**

Resolution of community concerns, and the design, construction, and operation of the DOSL BRT Project in City-owned right of way creates an on-going requirement for City review and approval at all levels of project development.

## DOSL BRT PROJECT CONDITIONS OF APPROVAL

Prior to the start of each phase of development, as follows, AC Transit and the City will complete an agreement specifying compensation for City staff in the development of the project.

### ***A. Ongoing Community Engagement***

Requirement: AC Transit shall compensate City staff for participation in and support of ongoing or additional community meetings or meetings with those businesses or residents impacted by the DOSL BRT Project.

When Required: From City Council approval of the project through completion of construction.

### ***B. Design and Engineering***

Requirement: AC Transit shall compensate City staff for their review of the design of the DOSL BRT Project through completion of the final design and preparation of a bid package for construction. In lieu of standard fees, a funding agreement may be developed specifying the scope and costs of this review.

When Required: Prior to commencement of Preliminary Engineering Phase

### ***C. Construction Management***

Requirement: AC Transit shall compensate City staff for their costs during the DOSL BRT Project construction phase, which includes but is not limited to permitting, review and inspection of construction. In lieu



## DOSL BRT PROJECT CONDITIONS OF APPROVAL

of standard fees, a funding agreement may be developed specifying the scope and costs of this review.

When Required: Prior to advertisement of construction contract

### XII. Abandonment of Project

Required: If, for any reason, the DOSL BRT Project is abandoned during the construction period, or fails to remain in operation by AC Transit or another transit agency, the constructed improvements will be removed by AC Transit at the request of the City. Traffic lanes, signals and other roadway infrastructure will be reconstructed to an acceptable condition and configuration as directed by the City.

### XII. Abandonment of Project

Required: If, for any reason, the DOSL BRT Project is abandoned during the construction period, or fails to remain in operation by AC Transit or another transit agency, the constructed improvements will be removed by AC Transit at the request of the City. Traffic lanes, signals and other roadway infrastructure will be reconstructed to an acceptable condition and configuration as directed by the City.

## DOSL BRT PROJECT CONDITIONS OF APPROVAL

### XIII. Hold Harmless Obligation

Required: A. To the maximum extent permitted by law, AC Transit shall defend (with counsel reasonably acceptable to the City) indemnify, and hold harmless the City of Oakland, the Oakland City Council, the Oakland City Planning Commission and its respective agents, officers, and employees (hereafter collectively call City) from any liability, damages, claim, judgement, loss (direct or indirect), action, causes of action or proceeding (including legal costs, attorneys' fees, expert witness or consultant fees, City Attorney or staff time, expenses or costs) (collectively called "Action") against the City to attack, set aside, void or annul, (1) an approval by the City relating to a development-related application or subdivision or (2) implementation of an approved development-related project. The City may elect, in its sole discretion, to participate in the defense of said Action and AC Transit shall reimburse the City for its reasonable legal costs and attorneys' fees.

B. Within ten (10) calendar days of the filing of any Action as specified in subsection A above, AC Transit shall execute a Letter of Agreement with the City, acceptable to the Office of the City Attorney, which memorializes the above obligations. These obligations and the Letter of Agreement shall survive termination, extinguishment or invalidation of the approval. Failure to timely execute the Letter of Agreement does not relieve AC Transit of any of the obligations contained in this Section or any other requirements or conditions of approval that may be imposed by the City.

Conditions Of Approval (Abbreviated)	BRT Project Conforms	Current Status - Notes
<b>Business and Parking Impacts</b>		
<b>IA: Parking and Business Operation Impacts Investigation and Resolution</b>		
AC Transit to continue to identify and resolve business owner issues related to BRT impacts	TBD	Draft Business Impact Mitigation Plan dated 06.13.2013 is under concurrent review by City staff and community leaders.
AC Transit to identify BRT impacts on business owner operations	TBD	Draft Business Impact Mitigation Plan dated 06.13.2013 is under concurrent review by City staff and community leaders.
AC Transit to identify BRT impacts on parking along the entire corridor	TBD	Draft Business Impact Mitigation Plan dated 06.13.2013 is under concurrent review by City staff and community leaders.
AC Transit will physically configure parking spaces mutually agreeable to business owners	NO	District still to strike agreements w/ impacted business owners
AC Transit will physically configure parking spaces mutually agreeable to the City	TBD	District draft preliminary engineering plans, specifications, and costs are under review by the City BRT team
AC Transit will mitigate construction impacts on businesses	TBD	Draft Business Impact Mitigation Plan dated 06.13.2013 is under concurrent review by City staff and community leaders.
<b>IB: Parking and Business Impact Mitigation Fund</b>		
AC Transit to create an impact mitigation fund	TBD	Draft Business Impact Mitigation Plan dated 06.13.2013 is under concurrent review by City staff and community leaders.
<b>IC: Local Hire</b>		
AC Transit will encourage prime and subcontractors to hire local residents	TBD	AC Transit Board to review Construction Careers Policy on June 12, 2013
AC Transit will provide Oakland City Council with regular progress reports	YES	

TBD: To be determined

IB: International Boulevard

N/A: Not Applicable

East Bay Bus Rapid Transit Project Downtown Oakland to San Leandro Line  
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Conditions Of Approval (Abbreviated)	BRT Project Conforms	Current Status - Notes
II. Off-Street Parking Lots A. San Antonio District		
AC Transit shall provide new parking to fully offset all on-street parking lost due to BRT	NO	Draft Parking Impact Mitigation Plan (PIM-P) does not represent 1:1 replacement of lost parking
AC Transit shall acquire as-needed property rights for an off-street parking lot near 20th Ave	NO	PIM-P finds an off-street parking lot is not required
AC Transit shall design and construct an as needed off-street parking lot near 20th Avenue	NO	PIM-P finds an off-street parking lot is not required
AC Transit shall operate and maintain an as needed off-street parking lot near 20th Avenue	NO	PIM-P finds an off-street parking lot is not required
AC Transit shall investigate relocating/creating new parking spaces to serve businesses	TBD	An initial round of individual merchant meetings was conducted using a list provided by the District 2 Council office
AC Transit shall install pedestrian safety lighting within any off-street parking lot near 20th Avenue	N/A	Not required if there is no need for an off-street parking lot
AC Transit shall assure standard pedestrian safety lighting along path of travel to E. 12th St.	NO	The Preliminary Engineering Report does not address any additional lighting along path of travel to E. 12th St.
AC Transit shall assure standard pedestrian safety lighting along path of travel to International Boulevard	NO	The Preliminary Engineering Report does not address any additional lighting along path of travel to International Boulevard
The City will collect any revenue from meters or parking lot control systems	N/A	Not required if there is no need for an off-street parking lot

TBD: To be determined  
 IB: International Boulevard  
 N/A: Not Applicable

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Conditions Of Approval (Abbreviated)	BRT Project Conforms	Current Status - Notes
<b>B. Fruitvale District</b>		
AC Transit shall provide new parking to fully offset all on-street parking lost due to BRT	NO	Draft Parking Impact Mitigation Plan (PIM-P) does not represent 1:1 replacement of lost parking
AC Transit shall acquire property rights for an off-street parking lot in the Fruitvale District	TBD	Parking Impact Mitigation Plan is under review
AC Transit shall design and construct an off-street parking lot in the Fruitvale District	YES	PIM-P states an off-street parking lot should accommodate 19 spaces
AC Transit shall operate and maintain an off-street parking lot in the Fruitvale District	YES	PIM-P states Lot D (off 35th Ave) is the proposed mitigation site
AC Transit shall install pedestrian safety lighting within the off-street parking lot	TBD	District draft preliminary engineering plans, specifications, and costs are under review by the City BRT team
AC Transit shall install pedestrian safety lighting from the off-street parking lot to International Boulevard	TBD	District draft preliminary engineering plans, specifications, and costs are under review by the City BRT team
The City will collect any revenue from meters or parking lot control systems	YES	Yes, during the Operational Phase of the BRT Project
<b>C. Elmhurst District</b>		
AC Transit shall provide new parking to fully offset all on-street parking lost due to BRT	NO	Parking Impact Mitigation Plan is incomplete as it does not represent 1:1 replacement of lost parking
AC Transit shall acquire property rights for an off-street parking lot near 87th Avenue	TBD	Parking Impact Mitigation Plan is under review
AC Transit shall design and construct an off-street parking lot near 87th Avenue	YES	PIM-P states an off-street parking lot should accommodate 11 spaces
AC Transit shall operate and maintain an off-street parking lot near 87th Avenue	YES	PIM-P states Lot G (8630 International Boulevard) is the proposed mitigation site
AC Transit shall install pedestrian safety lighting within the off-street parking lot near 87th Avenue	TBD	District draft preliminary engineering plans, specifications, and costs are under review by the City BRT team
AC Transit shall install pedestrian safety lighting from the off-street parking lot to International Boulevard	TBD	District draft preliminary engineering plans, specifications, and costs are under review by the City BRT team
The City will collect any revenue from meters or parking lot control systems	YES	Yes, during the Operational Phase of the BRT Project

TBD: To be determined  
 IB: International Boulevard  
 N/A: Not Applicable

East Bay Bus Rapid Transit Project Downtown Oakland to San Leandro Line  
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Conditions Of Approval (Abbreviated)	BRT Project Conforms	Current Status - Notes
<b>III. Relocated and Additional BRT Project Station Locations</b>		
<b>A: International at 63rd Avenue</b>		
AC Transit shall coordinate/design a new BRT station.	YES	AC Transit must modify Final Environmental Impact Study (FEIS) / FTS Record of Decision (ROD)
AC Transit shall hold additional community meetings to resolve any issues that arise	TBD	Draft Business Impact Mitigation Plan dated 06.13.2013 is under concurrent review by City staff and community leaders.
<b>B: International at 67th Avenue</b>		
AC Transit shall coordinate/design the relocation of a BRT station.	YES	AC Transit must modify Final Environmental Impact Study (FEIS) / FTS Record of Decision (ROD)
AC Transit shall hold additional community meetings to resolve any issues that arise	TBD	Draft Business Impact Mitigation Plan dated 06.13.2013 is under concurrent review by City staff and community leaders.
<b>C: International at 86th Avenue</b>		
AC Transit shall coordinate/design the relocation of a BRT station.	YES	AC Transit must modify Final Environmental Impact Study (FEIS) / FTS Record of Decision (ROD)
AC Transit shall hold additional community meetings to resolve any issues that arise	TBD	Draft Business Impact Mitigation Plan dated 06.13.2013 is under concurrent review by City staff and community leaders.
<b>D: International at 90th Avenue</b>		
AC Transit shall coordinate/design a new BRT station.	YES	AC Transit must modify Final Environmental Impact Study (FEIS) / FTS Record of Decision (ROD)
AC Transit shall hold additional community meetings to resolve any issues that arise	TBD	Draft Business Impact Mitigation Plan dated 06.13.2013 is under concurrent review by City staff and community leaders.
<b>E: International at 108rd Avenue</b>		
AC Transit shall coordinate/design the relocation of a BRT station.	YES	AC Transit must modify Final Environmental Impact Study (FEIS) / FTS Record of Decision (ROD)
AC Transit shall hold additional community meetings to resolve any issues that arise	TBD	Draft Business Impact Mitigation Plan dated 06.13.2013 is under concurrent review by City staff and community leaders.

TBD: To be determined

IB: International Boulevard

N/A: Not Applicable

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Conditions Of Approval (Abbreviated)	BRT Project Conforms	Current Status - Notes
<b>IV: Pedestrian Scale Lighting and Other Security Provisions</b>		
<b>A: Pedestrian lighting at stations:</b>		
Provide pedestrian-scale safety lighting inside all BRT Project stations	YES	
Provide pedestrian-scale safety lighting for sidewalks adjacent to stations	YES	
Provide pedestrian-scale safety lighting in the vicinity of stations	TBD	In the "vicinity of the station" is being negotiated with AC Transit
AC Transit will replace pedestrian lighting, as needed	YES	
AC Transit will be responsible for energy to all pedestrian-scale safety lighting	YES	
AC Transit will be responsible for maintaining all pedestrian-scale safety lighting	YES	
<b>B: Pedestrian lighting at all new/upgraded signalized intersections:</b>		
Install new safety lighting at all signalized intersections	YES	
Signalized safety lighting will be replaced or repaired by AC Transit, as needed	NO	City will maintain
City will be responsible for energy supply to intersection safety lighting	YES	
City will be responsible for maintaining intersection safety lighting	YES	
<b>C: Pedestrian lighting at all new/upgraded pedestrian crossings:</b>		
Install safety lighting at all pedestrian crossings	TBD	35% design shows safety lighting at controlled crossings only
Install pedestrian detection at all pedestrian crossings	YES	
Pedestrian crossings safety lighting will be replaced/repared by AC Transit, as needed	NO	City will maintain
City will be responsible for energy supply to pedestrian crossing safety lighting	YES	
City will be responsible for maintaining pedestrian crossing safety lighting	YES	

TBD: To be determined

IB: International Boulevard

N/A: Not Applicable

East Bay Bus Rapid Transit Project Downtown Oakland to San Leandro Line  
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Conditions Of Approval (Abbreviated)	BRT Project Conforms	Current Status - Notes
<b>D. Security provisions at all stations</b>		
Install security cameras at all stations	YES	
Provide safety personnel, as necessary, to ensure security of patrons at stations	TBD	Limited information made available to date
Provide safety personnel, as necessary, to ensure security of patrons in nearby areas	TBD	Limited information made available to date
Security system will be replaced/repared by AC Transit, as needed	YES	
AC Transit will be responsible for energy supply to the security system	YES	
AC Transit will be responsible for maintaining the security system	YES	
<b>V. Functional Needs (ADA) Access</b>		
<b>A. Staff Review</b>		
AC Transit shall obtain approval from the City ADA Coordinator for all BRT improvements	YES	
<b>B. Community Review</b>		
AC Transit shall respond to comments from a joint District/City Access Advisory Committee	YES	
Joint District/City Access Advisory Committee will review and comment on project plans/designs	YES	
Joint District/City Access Advisory Committee will review all aspects of the BRT project	YES	
<b>C. ADA Compliance Standards</b>		
The BRT Project shall comply with Federal ADA Guidelines and Standards	YES	
The BRT Project shall comply with applicable State and Local requirements	YES	
<b>D. International Best Practices</b>		
The BRT Project shall apply international ADA best practices and universal design principles	YES	
Principles shall apply to infrastructure, vehicle, service delivery, construction and operation	YES	

TBD: To be determined

IB: International Boulevard

N/A: Not Applicable



East Bay Bus Rapid Transit Project Downtown Oakland to San Leandro Line  
 Oakland Conditions of Approval I - X Compliance Report: June 12, 2013

Conditions Of Approval (Abbreviated)	BRT Project Conforms	Current Status - Notes
<b>VI. Paving/Rehabilitation</b>		
<b>A. Paving for the Downtown Oakland to San Leandro component of the BRT Project</b>		
AC Transit shall rehabilitate the BRT-dedicated travel lanes	YES	
AC Transit shall rehabilitate general purpose travel lanes (IB, 11th, 12th and E. 12th)	YES	
AC Transit shall rehabilitate the on-street parking lane and bike lanes	YES	
Repaving shall be 2" minimum overlay with base reconstruction, as needed	YES	
AC Transit shall rehabilitate all lanes whenever needed for a 12-year useful life	YES	
<b>VII. Bicycle Safety</b>		
<b>A. Class III bike lanes</b>		
AC Transit shall design/construct class II bike lanes on E. 12th St from 2nd to 3rd	YES	Design issues at E. 12th Street / 14th Avenue to E. 8th Street are to be resolved
<b>B. Bicycle safety provisions near each BRT station</b>		
AC Transit will install bike racks adjacent to BRT stations	TBD	35% design shows bike racks at median stations only
AC Transit is to install bike racks based on demand	TBD	35% design is silent on this
Bicyclists are to be provided safe, lighted and easy access to the BRT system	TBD	35% design places curbside station bike racks outside of lighting
Bike racks to be designed/installed per City's Bicycle and Pedestrian Program	YES	
Bike racks are to be maintained by AC Transit	YES	
<b>VIII. Oakland Streetscape Coordination</b>		
<b>A. 14th Avenue Streetscape Project Coordination</b>		
AC Transit shall coordinate with the City's 14th Avenue Streetscape Project	YES	
AC Transit will ensure 14th Avenue BRT related components are constructed	YES	

TBD: To be determined

IB: International Boulevard

N/A: Not Applicable

East Bay Bus Rapid Transit Project Downtown Oakland to San Leandro Line  
 Oakland Conditions of Approval I - X Compliance Report: June 12, 2013

Conditions Of Approval (Abbreviated)	BRT Project Conforms	Current Status - Notes
<b>IX: Coordination with International Boulevard (IB) Transit-Oriented Development (TOD) Plan</b> A: Implement Category 1 pedestrian improvements		
AC Transit shall install pedestrian signals at named locations along IB	YES	
AC Transit shall install other pedestrian improvements at named locations along IB	NO	35% design omits "other related improvements"
AC Transit shall install other pedestrian signals/improvements at alternate locations	YES	
Distance between pedestrian crossings shall be a minimum of 800-feet between signals	TBD	Recently revised base geometry plans are being evaluated
<b>X: Maintenance and Operations</b>		
The City will not incur any additional maintenance cost due to the proposed BRT project	YES	
AC Transit will assume responsibility for any City maintenance cost due to the project	YES	
<b>A: BRT Stations</b>		
AC Transit shall operate and maintain all BRT stations	YES	
AC Transit shall perform capital replacements for all BRT stations	YES	
<b>B: BRT Transit way, pavement and bus pads</b>		
AC Transit shall operate and maintain the BRT transit-way (surface treatments)	YES	
AC Transit shall operate and maintain the BRT transit-way pavement	NO	City will continue to provide maintenance at current levels for the BRT transitway under its jurisdiction, as well as the Caltrans' right-of-way (State Route 185)
AC Transit shall operate and maintain the BRT bus pads	YES	
AC Transit shall rehabilitate/reconstruct the BRT transit-way (surface treatments)	YES	
AC Transit shall rehabilitate/reconstruct the BRT transit-way pavement	NO	City will rehabilitate / reconstruct the BRT transitway under its jurisdiction
AC Transit shall rehabilitate/reconstruct the BRT bus pads	YES	

TBD: To be determined

IB: International Boulevard

N/A: Not Applicable

East Bay Bus Rapid Transit Project Downtown Oakland to San Leandro Line  
 Oakland Conditions of Approval I - X Compliance Report: June 12, 2013

Conditions Of Approval (Abbreviated)	BRT Project Conforms	Current Status - Notes
<b>C: BRT Transitway and medians</b>		
AC Transit shall operate and maintain any new facilities needed for the BRT project	YES	
AC Transit shall operate and maintain any upgraded facilities needed for the BRT project	YES	AC will maintain all median landscaping on BRT corridor in Oakland
<b>D: BRT Transitway - Other (Signs, Markings, etc.)</b>		
AC Transit shall operate and maintain BRT facilities	YES	
<b>E: Traffic Signal Systems</b>		
City to operate and maintain signal timing	YES	
City to operate and maintain transit signal priority through the TMC	YES	
AC Transit shall install new traffic signal equipment along the BRT corridor	YES	
AC Transit will reimburse the City for any AC Transit signal timing or TSP changes	YES	
<b>E: Corridor Communication Systems</b>		
City to operate and maintain the City's communication system inside the BRT corridor	YES	
AC Transit to operate and maintain the District's communication system in the BRT corridor	YES	
Other agencies to operate/maintain the their own communication system in BRT corridor	YES	
<b>G: Parking Meters</b>		
City owns, operates and maintains all on-street parking meters	YES	
AC Transit to remove, replace or install new parking meters, as required for the BRT project	YES	

TBD: To be determined  
 IB: International Boulevard  
 N/A: Not Applicable

East Bay Bus Rapid Transit Project Downtown Oakland to San Leandro Line  
 Oakland Conditions of Approval I - X Compliance Report: June 12, 2013

Conditions Of Approval (Abbreviated)	BRT Project Conforms	Current Status - Notes
<b>H. Litter and Graffiti, etc.</b>		
AC Transit is responsible litter, graffiti and other cleanup duties at station areas	YES	BRT Project must demonstrate that it is trash neutral
AC Transit is responsible litter, graffiti and other cleanup duties along transit-way	YES	City will provide street sweeping at current levels
AC Transit is responsible litter, graffiti and other cleanup duties on poles	YES	
AC Transit is responsible litter, graffiti and other cleanup duties on signs	YES	
AC Transit is responsible litter, graffiti and other cleanup duties on other BRT facilities	YES	
<b>I. During Construction</b>		
AC Transit is responsible litter, graffiti and other cleanup duties during construction	YES	
AC Transit to prepare Waste Reduction and Recycling Plan	TBD	AC Transit must prepare a draft WRRP

TBD: To be determined

IB: International Boulevard

N/A: Not Applicable

## A MASTER COOPERATIVE AGREEMENT BETWEEN THE CITY OF OAKLAND AND THE ALAMEDA-CONTRA COSTA TRANSIT DISTRICT FOR THE FINAL DESIGN AND CONSTRUCTION PHASES OF THE EAST BAY BUS RAPID TRANSIT DOWNTOWN OAKLAND TO SAN LEANDRO PROJECT

This Master Cooperative Agreement (“AGREEMENT”) is entered into July 18, 2013 and effective August 1, 2013, by and between the Alameda-Contra Costa Transit District, a special transit District established pursuant to California Public Utilities Code Sections 24501 et seq., (hereinafter “DISTRICT” or “AC TRANSIT”) and the City of Oakland, a municipal corporation (hereinafter “CITY”). DISTRICT and CITY are herein referred to as PARTIES and individually as PARTY.

### I. RECITALS

- 1.1. Bus Rapid Transit is a mode of transit service provision that has some or all of the following characteristics: Dedicated Travel Lanes; Level Boarding Platforms; Off-Board Fare Collection; and Real-Time Arrival Signs.
- 1.2. On April 25, 2012, the AC Transit Board of Directors adopted Resolution No. 12-018 certifying the Final Environmental Impact Report/Statement (FEIR/FEIS) for the East Bay Bus Rapid Transit (BRT) Project, and selection of the Downtown Oakland-San Leandro Alternative (DOSL) as the Locally Preferred Alternative for the Project, and authorizing the filing of a Notice of Determination.
- 1.3. On June 8, 2012 the Federal Transit Administration (FTA) issued a Record of Decision (ROD) approving the East Bay Bus Rapid Transit Project, and selection of the Downtown Oakland-San Leandro Alternative (DOSL) as the Locally Preferred Alternative for the Project.
- 1.4. In its action on July 17, 2012, the Oakland City Council adopted as its own the CEQA-related findings of AC Transit for the BRT Project; adopted the DOSL as the Locally Preferred Alternative for the BRT Project; and required that the DISTRICT append the City Conditions of Approval (COA) to the DOSL Project. Council Resolution 84016 and the (COA) are made a part hereof by reference.
- 1.5. The DOSL alternative envisions a 9.5 mile long dedicated bus lane corridor with 8.2 miles and 38 stations located within the geographic boundaries of the City of Oakland.
- 1.6. The City COA is a list of CITY requirements for the BRT Project. This Master Cooperative Agreement (MCA) between the DISTRICT and the CITY must fully delineate all CITY and DISTRICT commitments for COA compliance, including but not limited to, community outreach activities, parking and business impact mitigation plans, scoping and technical requirements for the BRT design and construction, and operations and maintenance commitments, coordination with other City streetscape improvement projects underway or planned for the DOSL

corridor, and coordination with the City's International Boulevard Transit Oriented Development Plan.

- 1.7. On November 27, 2012, the District General Manager issued a letter to the CITY Public Works Agency Director confirming that the Master Cooperative Agreement between the DISTRICT and the CITY for the BRT Project would clearly and fully incorporate the COA into the project plans and specifications.
- 1.8. AC Transit desires to design and construct the East Bay Bus Rapid Transit Project, which includes, but is not limited to, bus only lanes, passenger platforms, ticket vending and validation systems, safety/security systems, public address and passenger information systems, landscaping, traffic signals, lighting, crosswalk treatment and pedestrian warning signals, sidewalk improvements, and signage.
- 1.9. An agreement between Oakland and AC Transit is necessary to specify how each will cooperate in reviewing plans and schedules and specifies the procedures that DISTRICT and CITY will follow in order for DISTRICT to obtain CITY's approval for the design and construction of the PROJECT within the CITY, and the manner in which the DISTRICT will compensate the CITY for costs of its activities in furtherance of such approval.

**NOW, THEREFORE**, in consideration of the terms, conditions and promises set forth herein, the PARTIES agree as follows:

## **2. DEFINITIONS**

As used in this Agreement, the following words and terms shall have the meaning as provided in the Recitals or in this section:

- 2.1. "AGREEMENT" means this Master Cooperative Agreement (MCA) entered into by and between the City of Oakland and AC Transit.
- 2.2. "CITY" means the City of Oakland, a municipal corporation, its officials, officers, employees and agents.
- 2.3. "COA" means the Conditions of Approval adopted by the Oakland City Council on July 17, 2012 by Resolution 84016 relative to its approval of the DOSL alternative.
- 2.4. "DISTRICT" or "AC TRANSIT" means the Alameda Contra Costa Transit District, a special transit DISTRICT established pursuant to California Public Utilities Code Sections 24501 et seq.
- 2.5. "East Bay Bus Rapid Transit Project" means the provision of a 9.5 mile dedicated bus corridor between Downtown Oakland and the San Leandro BART station described as the DOSL Alternative in the federal Record of Decision as follows:

*“The project would operate with transit priority at all signalized intersections, new passenger stations, and a combination of mixed-flow and dedicated travel lanes throughout the alignment. The project would also feature pedestrian amenities, landscape treatments, barrier-free, self-service proof of payment fare collection, real-time bus arrival information, and low-floor, dual-sided door buses.*

*The project would ultimately extend approximately 9.52 miles from Downtown Oakland to the San Leandro BART Station. In downtown Oakland, at 20th Street, both eastbound and westbound BRT operate in mixed-flow lanes between Telegraph and Broadway Avenues. At Broadway, the alignment shifts south. Southbound and northbound BRT would operate in mixed-flow lanes between 20th and 11th/12th Streets, with the exception of a northbound dedicated center-running lane that provides a left-turn movement onto 20th Street for buses only. 11th and 12th Streets will operate as a one way pair with the eastbound movement on 11th Street and the westbound movement on 12th Street.*

*Each leg has a side-running dedicated BRT lane from Broadway Avenue to Oak Street. Past Oak Street, the dedicated BRT lanes transition to mixed flow lanes through the Lake Merritt area to 2nd Avenue. There would be a “bus only” left-turn lane provided along westbound 12th Street for northbound BRT vehicles at the intersection with 14th Street. The next segment of the route would begin at 1st Avenue, where the southbound BRT would continue along East 12th Street and the northbound movement along International Boulevard through 14th Avenue. Both would be accommodated in a combination of dedicated and shared side-running BRT lanes.*

*With the next segment, the southbound alignment continues on East 12th street, then BRT turns east, operating in a shared BRT lane along 14th Avenue and for one block south of the intersection of 14th Avenue/International Boulevard. At 15th Avenue, both northbound and southbound BRT operate in center-running dedicated BRT lanes. The route continues on International Boulevard from 42nd Avenue to Durant Avenue on the San Leandro border. In San Leandro, the alignment continues along Durant to Georgia Way in center-running dedicated lanes. Beginning at Georgia Way, BRT will operate in mixed-flow lanes together with vehicular traffic. This configuration will continue to Davis Street, where the alignment will shift west along Davis and south again on San Leandro Boulevard, terminating at the San Leandro BART station”*

- 2.6.** “PROJECT” means those segments of the East Bay Rapid Transit Project as defined in Section 2.4 (above) that lie within the geographic boundaries of the City of Oakland and are subject to City of Oakland design review. The Project encompasses all planned streets and sidewalks improvements within CITY limits including, but not limited to, work planned for International Boulevard from 42nd Avenue to Durant Avenue on the San Leandro border.

- 2.7. "Jurisdictional Authority" means the differing roles played by the CITY and STATE on State Route 185 that also function as a city street. Although the STATE has jurisdictional authority for right-of-way, roadway construction and maintenance, it has chosen to delegate some of those functions to CITY under a Delegated Maintenance Agreement. CITY retains responsibility for review/approval of physical improvements constructed within the street and sidewalk areas.
- 2.8. "ROD" means the June 8, 2012 Federal Transportation Agency (FTA) Record of Decision approving the Downtown Oakland to San Leandro alternative (DOSL) for the East Bay Rapid Transit Project.
- 2.9. "Implementation Phase" means all activities in furtherance of the PROJECT beginning on July 17, 2012 and concluding with CITY approval of the 100% design plans, specifications and estimates for each discrete construction bid package.
- 2.9.1.1. "Preliminary Engineering Phase" means the 35% design process, beginning on July 17, 2012 and concluding with CITY approval of the Final Preliminary Engineering Report and Cost Estimate.
- 2.9.1.2. "Final Design Phase" means the 65%, 95% and 100% design processes beginning on the effective date of this AGREEMENT and concluding with CITY approval of the 100% design plans, specifications and estimates for each construction bid package.
- 2.10. "Construction Phase" means all activity in furtherance of PROJECT commencing with CITY approval of the 100% design plans, specifications and estimates for each discrete construction bid package and concluding when final CITY inspections of each corresponding construction contract is complete.
- 2.11. "Operational Phase" means all activity in furtherance of the PROJECT commencing with the first entry of an AC Transit Driver into a BRT bus for purpose of beginning regular BRT service along the DOSL corridor.
- 2.12. "PARTY" or "PARTIES" means DISTRICT or CITY referred to individually or collectively.
- 2.13. "BRT Facilities" means dedicated bus lanes, passenger platforms, ticket vending machines, safety/security systems, public address and passenger information systems, landscaping, signals and lighting, crosswalk treatments, and signage.
- 2.14. FEIS/FEIR means the East Bay Bus Rapid Transit Project Final Environmental Impact Statement/Final Environmental Impact Report dated January 2012 as noticed in the February 3, 2012 Federal Register.



2.15. "Scope of Services" means CITY's review and comment on the Plans Specifications and Estimates (PS&E) and ancillary documents prepared in support of the timely advancement of the PROJECT for the benefit of CITY and its residents.

2.16. "Aesthetic / Esthetic Design" means appreciative or responsive to what is generally considered attractive or nice to look at, especially as determined by urban planning and design professionals or predefined in local transit oriented development plans.

### 3. COMMITMENTS

The PARTIES acknowledge that their various commitments to one another will occur within the Implementation Phase, Construction Phase and Operational Phase of PROJECT unless otherwise specified in this AGREEMENT. The Implementation, Operational and Construction Phases may overlap. Project development is distinguished by phases only for the purposes of organizing commitments hereunder and shall not be deemed to limit the commitments of PARTIES.

The PARTIES will cooperate to develop mutually agreeable procedures and schedule for the PROJECT for each project phase with respect to design review, coordination of construction, and rearrangement and relocation of CITY facilities for the timely completion of the PROJECT. The procedures and schedule will specifically define the design requirements to be included in each of the project milestone submittals (65%, 95% and 100%) and the procedures and schedules will assist the PARTIES in estimating the level of service to be provided for the PROJECT by CITY for review and approval of PROJECT. All such written procedures and schedules shall be considered part of this AGREEMENT.

Following development of the procedures and schedule for each project phase, CITY shall submit a preliminary cost estimate for activities anticipated during the upcoming project phase, including estimated cost reimbursement for work to be performed by CITY staff and / or consultants and purchase of any requested items.

#### **Final Design Phase**

##### **3.1. DISTRICT's Final Design Phase Commitments**

- 3.1.1 Before commencing the Final Design Phase, DISTRICT and CITY will establish the final scope, design requirements, and baseline cost estimate for the BRT Project based on the requirements of the FEIS/ROD and the Oakland Conditions of Approval (COA), Numbers III through IX. The DISTRICT will publish the final scope, design requirements, and baseline cost estimate in the Final Preliminary Engineering (PE) Report and the Report shall be considered part of this AGREEMENT, attached hereto as Exhibit C. The Final PE Report is subject to review and approval by the CITY Public Works Director or designee to certify conformance with local requirements and compliance with the COA.

3.1.2 Before commencing the Final Design Phase, the DISTRICT shall submit for Oakland City Council review and approval a draft Business Impact Mitigation Plan (BIMP). Parties agree that parking loss may be considered a business impact. The approved BIMP shall be considered part of this AGREEMENT attached hereto as Exhibit A. The BIMP shall minimally delineate the set of business impact mitigation activities the DISTRICT will perform to deliver the BRT Project in compliance with the FEIS/ROD, the COA Numbers I.A., I.B., and I.C., and construction management best practices. Mitigations may be short-term (during construction) or may be permanent. Such mitigations may include but are not necessarily limited to: substitute parking, entranceway realignment or other changes to a property's layout to improve interface between the business property and the BRT system; and relocation. The BIMP shall discuss outreach and analysis completed during the Preliminary Engineering Phase and /or planned for the Design Phase to identify BRT parking and business impacts not identified in the FEIS. The plan shall describe outreach and design protocols the DISTRICT will use to mitigate parking loss and to configure substitute parking spaces in the most practicable and affordable way possible for business owners, AC Transit, and the CITY.

3.1.2.1 In conjunction with 3.1.2 and in accordance with COA Numbers I.A-B, and II, the DISTRICT shall submit for Oakland City Council review and approval, a draft Parking Impact Mitigation Plan. The Plan will detail all parking impact mitigation studies and mitigation activities completed or planned under the BRT Project, including acquisition construction, and maintenance of parking lots to fully offset all parking loss in the Fruitvale and Elmhurst areas. The approved Plan shall be considered part of this AGREEMENT, attached hereto as Exhibit B. The DISTRICT shall be wholly responsible for real estate acquisition, construction, and operation of the parking lots in full conformance with the FEIS/ROD and local requirements except that the CITY shall collect revenue from any meters or parking lot control systems installed to off-set paid parking loss. The Parking Impact Mitigation Plan shall be submitted at the conclusion of the Preliminary Engineering Phase and parking lots solutions shall be approved prior to construction award for the respective BRT roadway construction contracts. Parking lots shall be constructed and made operational prior to construction in each subject geographic area.

3.1.2.2 In conjunction with 3.1.2. and in accordance with COA Number I.B., the DISTRICT shall allocate sufficient funds from its project budget to cover the cost of the proposed mitigation measures contained in the BIMP...

3.1.2.3 In accordance with COA Number I.C., the DISTRICT shall develop a Construction Careers Policy, consistent with federal funding guidelines, targeting employment and training opportunities to residents of low-income areas and disadvantaged workers, and integrate into a Project Labor Agreement (PLA). The AC Transit

Board approved Policy shall be considered part of this AGREEMENT. The DISTRICT shall regularly update the Oakland City Council on its CCP and PLA activities.

- 3.1.3** DISTRICT shall submit all portions of the design to the CITY for review and comment to ensure compliance with CITY standards and the COA. Formal design review submissions will occur at the 65%, 95% and 100% design stage. In addition to these formal submissions, DISTRICT will endeavor to keep CITY continuously informed of relevant issues/developments throughout the implementation phase.
- 3.1.3.** Following receipt of comments from CITY relative to the formal design review submissions, DISTRICT's BRT Director shall organize comment resolution meetings to address CITY comments and reach resolutions to such comments, satisfactory to the PARTIES. DISTRICT will then incorporate the approved comments into the appropriate documents.
- 3.1.4** DISTRICT's BRT Director shall initiate and continue on-going meetings and communications between the CITY and the DISTRICT. The intent of these meetings is to ensure that current, up-to-date information relative to the overall PROJECT development is consistently shared among all PARTIES to this AGREEMENT. The DISTRICT shall issue meeting notes for all meetings and track and respond to all Request for Information made by the CITY during these meetings or under separate cover.
- 3.1.5** In partnership with the CITY, the DISTRICT shall be responsible to coordinate community outreach activities under all phases the BRT Project, as required by the FEIS, the COA, and / or standard business and construction practices. Outreach to the community includes but is not limited to meetings with boards and commissions, stakeholder groups, the general public and CITY officials.
- 3.1.6** The CITY recognizes that the AC Transit Board has approved a canopy-style for the BRT station structures ("Hipped Roof"). The DISTRICT welcomes CITY comment on all other aesthetic design choices for the BRT Project, including but not limited to station design, as part of the 65%, 95% and 100% design review.
- 3.1.7** DISTRICT will establish a mutually agreeable master schedule to provide the CITY reasonable advance notice for scheduling CITY staff input and comment on plans and specifications as well as community outreach activities.
- 3.1.8** DISTRICT will provide reports, plans, and technical assistance required by the CITY to review and evaluate the PROJECT, including work by DISTRICT staff and consultants. DISTRICT staff and consultants will

provide technical information and analyses for use at meetings with the public and decision-making bodies, and for use by CITY's BRT Project team.

- 3.1.9** DISTRICT's plans and specifications for construction of the BRT Facilities located within, on, under or over CITY right-of-way shall be submitted for CITY's review and comment and the CITY's standards shall not be superseded by any DISTRICT contract document or this AGREEMENT, except as expressly set forth herein.

### **3.2 CITY's Final Design Phase Commitments**

- 3.2.2** CITY will assist DISTRICT by providing reasonable engineering, technical, analytical and administrative support services with respect to: business development and community outreach; planning and zoning; urban planning and design; fire/life safety; police security; public art; disability access compliance; transportation, civil and structural engineering; storm drain and sanitary sewer engineering; street lighting; infrastructure operations and maintenance; permits and inspections; and in other areas when mutually agreed.
- 3.2.3** CITY will provide a BRT Program Manager to coordinate CITY staff participation in, and support of, DISTRICT community outreach activities, such as meetings with those businesses or residents impacted by the PROJECT. The CITY BRT Program Manager shall work with the DISTRICT BRT Project Director to prepare and present all BRT Project agreements and associated City Council agenda reports and presentations.
- 3.2.4** CITY shall provide the appropriate staff for CITY's review of the design of the PROJECT during the entire Final Design Phase. In order to facilitate coordination between DISTRICT and CITY, the CITY shall designate a BRT Project Manager who shall be responsible for: coordinating and overseeing the CITY's design review, including but not limited to plans, specifications and estimates; ensuring that time frames are met; resolving conflicting comments, if any, from within the CITY; and addressing any other issues that may arise in connection with the PROJECT.
- 3.2.5** CITY agrees to designate the PROJECT as a priority public works project and to provide DISTRICT with, when possible, timely review in connection with design, design reviews and permitting for the PROJECT.
- 3.2.6** The mutually agreed upon procedures and schedules for each design phase shall specify the interval for CITY review of routine documents and major submittals. With respect to routine documents and reports the CITY shall have 10 working days (days when the CITY is open for business) to review, or shall request additional time to be mutually agreed upon. With respect to the review of plans and specifications at 65%, 95% and 100% design milestones

the DISTRICT and the CITY shall negotiate a mutually satisfactory period for the CITY to either advise the DISTRICT's BRT Director in writing that it has no comments, or transmit its comments to the DISTRICT's BRT Director in writing.

- 3.2.7 Perinits:** DISTRICT shall comply with all CITY planning and building ordinances for design of the PROJECT. DISTRICT shall obtain all required CITY permits and approvals for the Project. Inasmuch as the DISTRICT intends to directly reimburse CITY for its staff costs in carrying out its responsibilities under this AGREEMENT, the CITY agrees to otherwise waive its permit fees ("the waiver") to cover the FINAL DESIGN Phase of the PROJECT. CITY acknowledges and agrees, apart from the Cost Reimbursement procedures delineated herein, it shall not exercise or otherwise attempt to assert that DISTRICT is required to pay permit fees for the BRT FACILITIES located within, on, under or over CITY's rights-of-way for the period the Waiver is in place. (See Section 4.3-4 for further discussion of Permit Fees.)

### Construction Phase

#### **3.3 DiSTRiCT's Construction Phase Commitments**

- 3.3.1 Surety Bonds:** The DISTRICT shall require its construction contractors to name the CITY as additional insured on all performance bonds for construction of the BRT Project.
- 3.3.2 Relocation of CITY Facilities:** Rearrangement or relocation of a CITY facility may be necessary in order to accommodate the PROJECT for either or both of the following reasons: (a) a physical conflict between the PROJECT (including its construction, and maintenance) and a CITY facility, or (b) an incompatibility between the BRT Facilities, as designed, and a CITY facility based on the requirements of CITY standards. If relocation of CITY owned utilities is required for the construction or operation of the PROJECT, DISTRICT agrees to design and construct any such relocations at no cost to the CITY. The design of all relocations of CITY owned utilities must be approved by the CITY. DISTRICT will avoid relocation of CITY facilities whenever it is possible to do so without causing increased costs for, or delay in, the PROJECT. When reasonably possible, CITY facilities will be left in place and protected. If relocation of CITY facilities is required all costs will be borne by the PROJECT.
- 3.3.3 Relocation of Non-CITY Utilities:** Relocation of utilities owned by other government agencies or private utility companies may be required for the

construction or operation of the PROJECT. The DISTRICT understands that it must enter separate agreements with such entities for relocation of non-City utilities and that the costs of such relocations are the sole responsibility of the BRT Project.

- 3.3.4 Permits:** DISTRICT shall comply with all CITY planning and building ordinances for construction of the PROJECT. DISTRICT shall obtain all required CITY permits and approvals for the Project. Inasmuch as the DISTRICT intends to directly reimburse CITY for its staff costs in carrying out its responsibilities under this AGREEMENT, the CITY agrees to otherwise waive its permit fees (“the waiver”) to cover CONSTRUCTION Phase of the PROJECT. CITY acknowledges and agrees that, apart from the Cost Reimbursement procedures delineated herein, it shall not exercise or otherwise attempt to assert that DISTRICT is required to pay permit fees for the BRT FACILITIES located within, on, under or over CITY’s rights-of-way for the period the Waiver is in place. (See Section 4.3-4 for further discussion of Permit Fees.)

#### **3.4 CITY’s Construction Phase Commitments**

- 3.4.1 City Utility Upgrades:** Any increased capacity or upgrades to any CITY owned utility requested by CITY to be undertaken simultaneously with the relocation of CITY owned utilities shall be at the sole cost of CITY with respect to the incremental costs related to such increased capacity. Such upgrades shall be identified prior to the approval of final plans and specifications for PROJECT.

- 3.4.2 Permits:** CITY shall allow the use of the PROJECT corridor consistent with CITY approved PROJECT plans and specifications. CITY shall issue all necessary permits and approvals for construction of the PROJECT per the CITY approved plans and specifications. (See Section 4.3-4 for further discussion of Permit Fees.)

#### **3.5 Operational Phase Commitments**

The PARTIES will execute a separate detailed OPERATIONS & MAINTENANCE AGREEMENT that fully delineates their respective commitments during the Operational Phase of the BRT Project, including but not limited to DISTRICT compliance with Oakland Condition of Approval Number X. The OPERATIONS & MAINTENANCE AGREEMENT is subject to Oakland City Council approval.

#### 4. COST REIMBURSEMENT

- 4.1 The DISTRICT shall reimburse the CITY for staff costs supported by approved CITY Oracle Labor Report and any indirect costs supported by a CITY-adopted cost allocation plan. All costs and invoices shall be consistent with federal audit grant reimbursement documentation. CITY shall provide a fully-loaded hourly labor rate that includes salary, fringe and indirect costs.

Consultant assistance may be required to assist the CITY and DISTRICT in undertaking the Scope of Services herein. Consultants will be mutually selected by the CITY and the DISTRICT. The DISTRICT shall directly pay for consultant services. Consultant services are not included in the lump sum amount defined in Section 4.2.

- 4.2 The CITY estimates that its total staff costs of Public Works Agency, Planning and Zoning, Building Services, and all other City departments involved with BRT PROJECT for Final Design and Construction phases will not exceed **\$1,450,000.00** (See Attachment A).. This does not include includes CITY Public Works staff charges for the Preliminary Engineering Phase, which were charged against DISTRICT Purchase Order No. ENT01-0000018942.
- 4.3 For the FINAL DESIGN Phase, the CITY will prepare and submit invoices to the DISTRICT for payment on a monthly basis for staff cost incurred while completing inspections, reviews and approvals for the BRT Project. Each invoice shall include copies of approved time sheets (“wet” signature not required) for each staff person for whom the CITY is seeking reimbursement. The CITY shall therefore waive separate Permit Fees (inclusive of application fees and labor for inspections) for applications made during the Final Design Phase, commencing with the effective date of this agreement and concluding when the final design plans are approved for construction by the CITY Public Works Director. The Final Design Phase cost reimbursement by the DISTRICT under this AGREEMENT will not exceed **\$500,000.00**.
- 4.4 During the CONSTRUCTION Phase, the CITY will prepare and submit monthly invoices to the DISTRICT for incremental payment against a lump sum amount to cover all CITY inspections, reviews and approvals associated with constructing the proposed project. The CITY shall therefore waive separate Permit Fees (inclusive of application fees and labor for inspections) for all applications submitted during the Construction Phase. The baseline cost reimbursement by the DISTRICT for the Construction Phase shall not exceed **\$950,000.00**.
- 4.5 Payments under this AGREEMENT shall meet all applicable Federal and State funding guidelines and shall be subject to audit pursuant to the provisions therein. Federal Transit Administration (FTA) funds will be used for funding of this AGREEMENT. All contractual provisions required by the U.S. Department of Transportation, as set forth in FTA Circular 4220.1F, as amended and as may be amended, are hereby incorporated by reference. Anything to the contrary herein

notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this AGREEMENT. The CITY shall not perform any act, fail to perform any act, or refuse to comply with any DISTRICT requests that would cause the DISTRICT to be in violation of the FTA terms and conditions

- 4.6 Payments are due and payable within thirty (30) days of invoice. The DISTRICT and the CITY must mutually agree upon any adjustments in payment. Invoices for services performed shall be submitted quarterly by the CITY to AC Transit Accounts Payable, P.O. Box 28507, Oakland, California 94604. The Agreement Number and Purchase Order Number should be referenced on all invoices.

## **5. GENERAL PROVISIONS**

### **5.1 Dispute Resolution**

Any dispute regarding any of the provisions of this AGREEMENT that cannot be resolved by the DISTRICT's Senior Project Manager and the CITY's Project Manager shall be resolved by a meeting between the DISTRICT's BRT Director, and the CITY's Director of Public Works. If the issue remains unresolved after all of the above efforts, then the DISTRICT's General Manager and the CITY's City Administrator shall meet to resolve the dispute. The PARTIES shall act in good faith to resolve any disputes through the above efforts. If, however, the issue remains unresolved after the above efforts, then the PARTIES shall jointly select and engage the efforts of a mediator to help resolve the dispute. The PARTIES shall share the costs of the mediator equally.

As provided for in the CITY's COA, if for any reason the PROJECT is abandoned during the construction period, or fails to remain in operation by DISTRICT or another transit agency, the constructed improvements will be removed by DISTRICT at the request of CITY at DISTRICT'S sole expense. At DISTRICT'S sole expense, all of CITY's property and right-of-way including, without limitation, traffic lanes, signals and other roadway infrastructure will be reconstructed and restored to an acceptable condition and configuration as directed by CITY. If DISTRICT fails to carry out its obligations as set forth herein within a reasonable time (as determined by CITY in its sole discretion) after DISTRICT'S cessation of construction or abandonment of the PROJECT, CITY shall have the right to restore its property and right-of-way to its original condition and shall be entitled to full compensation for this work in addition to any rights and remedies available to CITY under this Agreement and by law.

### **5.2 Hold Harmless & Indemnification**

The CITY shall indemnify, keep and save harmless the DISTRICT, its Board of Directors, officers, officials, employees, agents and volunteers from and against any and all liability, loss, damage, expense, costs (including, without limitation, costs and fees of litigation) of every nature arising out of or in connection with CITY's



performance of work hereunder or its failure to comply with any of its obligations contained in the AGREEMENT, except such loss or damage which was caused by the sole negligence, intentional conduct or willful misconduct of the DISTRICT.

The DISTRICT shall indemnify, keep and save harmless the CITY, its CITY Council, officers, officials, employees, agents and volunteers from and against any and all liability, loss, damage, expense, costs (including, without limitation, costs and fees of litigation) of every nature arising out of or in connection with DISTRICT's performance of work hereunder or its failure to comply with any of its obligations contained in the AGREEMENT, except such loss or damage which was caused by the sole negligence, intentional conduct or willful misconduct of the CITY.

### **5.3 Applicable Law**

This AGREEMENT and all work performed thereunder shall be interpreted under and pursuant to the laws of the State of California. The PARTIES agree that the jurisdiction and venue of any dispute between the PARTIES to the AGREEMENT shall be the Superior Court of Alameda County.

Nothing in this AGREEMENT shall be deemed to abridge any applicable federal or State law regarding permits, orders, licenses and like authorizations that may be required or available in connection with the design and construction of the PROJECT.

### **5.4 Severability**

If any provision of this Contract is declared void or unenforceable, such provision shall be deemed severed from this AGREEMENT, which shall otherwise remain in full force and effect.

### **5.5 Notices**

Unless otherwise indicated, all written notice may be by US Mail, email or by fax, and addressed as follows:

CITY:  
Vitaly Troyan  
Director of Public Works  
City of Oakland  
Department of Public Works  
250 Frank Ogawa Plaza, 4<sup>th</sup> Floor  
Oakland, CA 94612  
Phone: 510-238-4754  
Fax: 510-238-3304  
[vtroyan@oaklandnet.com](mailto:vtroyan@oaklandnet.com)

DISTRICT:  
David Wilkins  
BRT Director  
Alameda-Contra Costa County Transit District  
1600 Franklin Street  
Oakland, CA 94612  
Phone: 510-891-5427  
Fax: 510-891-7205  
*dwilkins@actransit.org*

#### **5.6 Attorney's Fees**

In the event that it becomes necessary for either PARTY to bring a lawsuit to enforce any of the provisions of the AGREEMENT, the PARTIES agree that the Alameda County Superior Court shall have the authority to determine and fix reasonable attorney's fees to be paid to the prevailing PARTY.

#### **5.7 Assignment**

This AGREEMENT is personal to each of the PARTIES and neither PARTY may assign or delegate any of its rights or obligations hereunder without first obtaining the written consent of the other.

#### **5.8 Waiver**

The failure of any PARTY at any time or times to require performance of any provision hereof shall in no manner affect the right at a later time to enforce the same. No waiver by any PARTY of any condition, or of any breach of any term, covenant, representation, or warranty contained herein, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such condition or breach or waiver of any other condition or of any breach of any other term, covenant, representation or warranty.

#### **5.9 Force Majeure**

No PARTY shall be held liable for any loss or damage due to delay or failure in performance of any part of this AGREEMENT from any cause beyond its control and without its fault or negligence; such causes may include acts of God, acts of civil or military authority, government regulations (except those promulgated by the PARTY seeking the benefit of this section), embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, strikes, power blackouts, volcanic action, other major environmental disturbances or unusually severe weather conditions; provided, however, that lack of funds or funding shall not be considered to be a cause beyond a PARTY's control and without its fault or negligence. The foregoing events do not constitute force majeure events where they

are reasonably foreseeable consequences of construction. If any of the foregoing events occur, CITY agrees, if requested by DISTRICT, and if deemed possible and feasible by the CITY, to accelerate its efforts hereunder if reasonably feasible in order to regain lost time, so long as DISTRICT agrees to reimburse CITY for the incremental actual Costs (as defined in Section 4) of such efforts.

#### **5.10 Maintenance of Records**

Each PARTY agrees to keep and maintain (and to require all contractors and subcontractors connected with performance of this AGREEMENT) to keep and maintain records showing actual time devoted and all costs incurred in the performance of all work subject to this AGREEMENT until three (3) years after the accepted completion of all rearrangements for the PROJECT, or until such later date as is required under other provisions of this AGREEMENT; provided, however, that if any actions brought under the dispute resolution provisions of this AGREEMENT have not been finally resolved by the foregoing deadline, then any records which pertain to any such actions shall be maintained until such actions have been finally resolved.

CITY shall permit the authorized representatives of the DISTRICT to inspect and audit all data and records relating to performance under this Agreement during normal business hours and upon providing reasonable written notice.

Upon request of the Secretary of Transportation, the Comptroller General of the United States, and, if appropriate, the State, or their authorized representatives, the DISTRICT and CITY shall make available all project work, materials, payrolls, and other, records, and accounts of the DISTRICT and CITY pertaining to the PROJECT.

#### **5.11 Duration of AGREEMENT**

This AGREEMENT shall commence as of the date entered into and shall continue in effect until the PARTIES reach a mutually agreeable date for termination of the AGREEMENT after all work required by this AGREEMENT has been completed.

#### **5.12 Binding Effect**

All of the terms, provisions, and conditions of the AGREEMENT hereunder, shall be binding upon and inure the PARTIES hereto and their respective successors, assigns, and legal representatives.

#### **5.13 Conflict of Interest**

By signing this AGREEMENT, the CITY covenants that it presently has no interest, direct or indirect, which would conflict in any manner or degree with the performance of the services called for under this AGREEMENT. The CITY further covenants that in the performance of this AGREEMENT no person having any such interest shall be employed by the CITY, and that the CITY receives no commissions or other

payments from parties other than the DISTRICT as a result of work performed hereunder.

**5.14 Entire AGREEMENT**

This AGREEMENT represents the entire AGREEMENT of the PARTIES with respect to the subject matter hereof, and all such agreements entered into prior hereto are revoked and superseded by this AGREEMENT, and no representations, warranties, inducements or oral agreements have been made by any of the PARTIES except as expressly set forth herein, or in other contemporaneous written agreements.

This AGREEMENT may not be changed, modified or rescinded except in writing, signed by all PARTIES hereto, and any attempt at oral modification of this AGREEMENT shall be void and of no effect.

By signing below, each signatory warrants and represents that he/she executed this AGREEMENT in his/her authorized capacity and that by his/her signature on this AGREEMENT, he/she has the legal authority, or has received such authority from the entity, to bind the entity upon whose behalf he/she executed this AGREEMENT.

DISTRICT:

CITY:

\_\_\_\_\_  
David J. Armijo, General Manager

\_\_\_\_\_  
Deanna J. Santana, City Administrator

Approved as to Form and Content:

Approved as to Form:

\_\_\_\_\_  
David Wolf  
General Counsel

\_\_\_\_\_  
Barbara J. Parker  
CITY Attorney

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

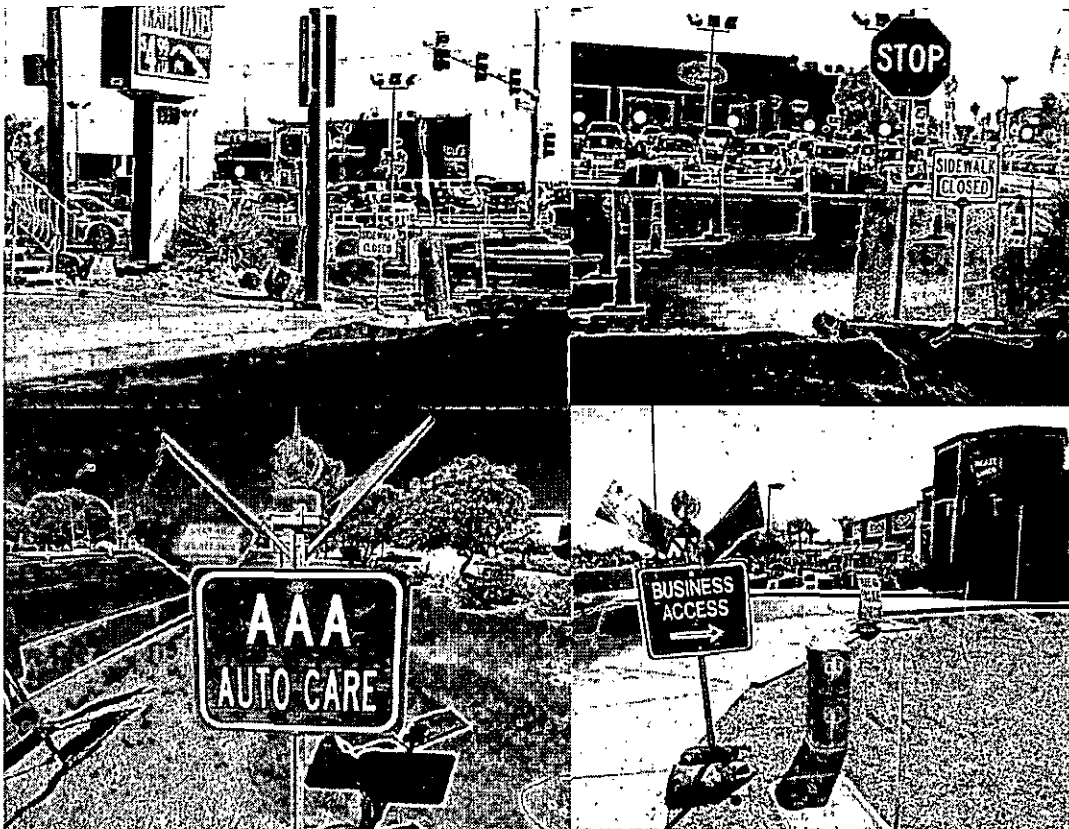


Alameda – Contra Costa Transit District  
East Bay Bus Rapid Transit (BRT) Project

Program Memorandum

**DRAFT BUSINESS IMPACT MITIGATION PLAN**

Task No. 06.2.10



Prepared by

AC Transit BRT and Consultant Staff

June 13, 2013

## Document Description

Client	Alameda-Contra Costa Transit District
Contract Number	2013-0000
Document	Business Impact Mitigation Plan
Related Task / WBS Number	Task 06.2.10
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Date Document Issued	June 11, 2013

## Version Control

Version Number	Date	Description of Change	Author
11	6-13-13	Revision of NRE's 6.11.13 Draft by AC Transit Staff	DW/RP/MM

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**East Bay Bus Rapid Transit Project**  
**DRAFT Business Impact Mitigation Plan**

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I. EXECUTIVE SUMMARY

This Business Impact Mitigation (BIM) Plan establishes the project's Business Impact Mitigation Fund and, along with the associated Parking Impact Mitigation Plan, describes measures to reduce or eliminate known or anticipated impacts due to the BRT project. AC Transit aims to mitigate the impact of the BRT on businesses not only to fulfill the COA, but based on its sense of stewardship as a regional transit agency serving the East Bay. This plan has been developed in accordance with Federal Transit Administration (FTA) regulations for Grants governing the use of federal funds for such purposes. As per the Final Environmental Impact Statement (FEIS) and Record of Decision (ROD), impacts can be mitigated to a less than significant level or can be completely mitigated.

The fund covers the costs of all proposed mitigation measures and is comprised of business support mitigations such as a BRT Outreach Community Center and the Ombudsman program further defined in Table 5, as well as location specific mitigations such as utility relocations, off-street parking lots, and the San Leandro St. Improvements as further defined in Table 7. (See allocated costs in Table 1 below)

<b>Table 1 - Mitigation Allocated Costs</b>	
Location Specific Mitigations (see Table 7)	Base Year Dollars
Off-Street Parking and Re-Alignment of San Leandro St/E 10 <sup>th</sup>	\$1,901,000
Parking Space Metering	\$164,000
Advanced Utility Relocation	\$3,000,000
Mobilization	\$66,000
<b>Sub-Total -</b>	<b>\$5,131,000</b>
<b>Business Support Mitigations (see Table 5)</b>	
Business Support Mitigations	\$1,002,800
Public Information	\$210,000
Motorist Information	\$270,000
<b>Sub-Total -</b>	<b>\$1,482,800</b>
<b>Total Mitigation</b>	<b>\$6,613,800</b>

The above table shows mitigation funds in the current cost estimate associated with mitigations (2013 dollars, including allocated contingency).



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Independent of the BRT Project and the aforementioned Business Impact Mitigation Fund, AC Transit will follow the City's lead in its effort to investigate the feasibility of establishing some sort of endowment fund to support businesses along the corridor.

The BIM Plan offers a holistic approach that incorporates the requirements of the Final Environmental Impact Statement/Record of Decision (FEIS/R) and the Conditions of Approval (COA), lessons learned from best practices, is organized based on a physical assessment of the route, and evaluates direct input from local businesses and community stakeholders. It also recognizes the International Boulevard Transit Oriented Development Plan, and will address recommendations received from the Oakland Sustainable Neighborhoods Initiative. Toward that end, AC Transit commits to have its Ombudsman and/or "Ambassadors" meet with the OSNI Collaborative and continue its participation on selected Workgroups.

The following sections describe the community outreach efforts conducted during the past year that helped to identify impacts and inform the development of mitigation strategies proposed for the project. At this stage of the project, many of the mitigations are general in nature based on anticipated impacts, but will be better defined through an on-going assessment of the evolving business conditions along the corridor. Other mitigations are more specific in nature and have been devised based on a well-defined, known impact.

As a result of this circumstance, AC Transit will work with the City and various partners to refine the BMP as the need arises due to design, construction impacts and the regular communication and coordination with the designated OSNI committees. Key elements affecting these costs are: Public Outreach Assessment; review of the Traffic Management Plan and Assessment of Construction Impacts. AC Transit will continue to work with its agency partners, business owners and residents to ensure that we identify impacts and develop, smart, timely and cost-effective mitigations to address those impacts.

**II. BUSINESS AND COMMUNITY OUTREACH**

**AC Transit's Community Outreach Related to BRT**

AC Transit conducted a substantial amount of community outreach in all areas during the environmental phase, with a particular emphasis on the San Antonio, Fruitvale and Elmhurst areas. The outreach was focused on identifying and addressing environmental impacts and also potential business impacts. As a result of this previous effort and beginning with the start of preliminary engineering in April 2012, further efforts targeted on potentially impacted businesses in the San Antonio District were deemed necessary as well as on overall effort to capture current business impacts, address concerns and explore potential mitigation options with businesses and communities. The outreach effort had two goals: (1) identify and define the potential impacts and; and (2) strategize on appropriate mitigation measures. Typical outreach efforts included community design workshops, community meetings and direct communication with individual business owners. This effort is on-going and will continue throughout the life of the project. Below is a summary of previous outreach efforts completed to date, while the outcomes of those meetings, in terms of identified impacts and potential mitigations is presented in Section III.

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a. **Spring 2012 Outreach Campaign:** As a result of outreach conducted during the environmental phase, AC Transit visited eleven businesses in the San Antonio district, located between 20<sup>th</sup> Avenue and 23<sup>rd</sup> Avenue (see Figure 1), in order to understand and capture any outstanding concerns from the businesses. Potential mitigation measures were offered to address the concerns of the businesses, some of which are shown in Chapter III.

**Figure 1. - Map of Businesses Approached for Outreach**



- A: V & A Appliances
- B: Stirtz Auto Machine Shop
- C: El Latino Market/El Mercado Latino
- D: Oakland Unified School District Family and Community Office
- E: Dimensional Design Furniture
- F: Van's Tire & Auto Service
- G: Experience Auto Body
- H: Pho Thanh Hung Restaurant
- I: Continental Imports Auto Service
- J: Sound Source
- K: Advance Day Care

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b. Summer-Fall 2012 Outreach Campaign: AC Transit conducted several community workshops to present preliminary designs of the roadway geometry and station locations, functional needs access, art enhancement and station architecture to increase awareness of the project and gather public input in these areas as well as business impacts. The workshops were attended by a wide variety of community groups including, but not limited to transit riders, residents, merchants, students, non-profits, faith-based groups and agency partners that are summarized in Table 2 below.

<b>Table 2 – Community Outreach (Summer – Fall 2012)</b>		
<b>Meeting Location</b>	<b>Purpose</b>	<b>Date/Time (2012)</b>
Fruitvale Senior Center 3301 E. 12th Street, Suite 201, Oakland, CA <i>(Spanish Interpreter provided)</i>	Present preliminary designs and gather input	9/24, 6:00 - 7:30 pm
Oakland Asian Cultural Center 388 9th Street, Suite 290, Room 4, Oakland, CA <i>(Chinese Interpreter provided)</i>	Present preliminary designs and gather input	9/26, 6:00 - 7:30 pm
Senior Community Center 13909 E. 14th Street, San Leandro, CA <i>(Port of City transportation forum)</i>	Present preliminary designs and gather input	9/24, 7:00 - 9:00 pm
81st Avenue Library 1021 81st Avenue, Oakland, CA	Present preliminary designs and gather input	9/29, 11:00am-12:30 pm
Lincoln Recreation Center 250 10th Street, Oakland, CA <i>(Cantonese Interpreter provided)</i>	Present preliminary designs and gather input	11/7, 6:00–8:00 pm
San Leandro City Hall South Offices 835 E. 14th Street, San Leandro, CA	Present preliminary designs and gather input	11/8, 6:00–8:00 pm
St. Anthony’s School, Club Room 1535 16th Avenue, Oakland, CA <i>(Vietnamese and Spanish Interpreters provided)</i>	Present preliminary designs and gather input	11/13, 6:00–8:00 pm
Rainbow Recreation Center 5800 International Blvd, Oakland, CA	Present preliminary designs and gather input	11/15, 6:00–8:00 pm
81st Avenue Library 1021 81st Avenue, Oakland, CA	Present preliminary designs and gather input	11/17, 11:30 am-1:30 pm

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c. **Winter 2012 Outreach Campaign:** AC Transit made several project update presentations and distributed project information materials at a wide variety of community and business owner meetings throughout the winter of 2012. At these meetings the staff and consultant team gathered feedback and input from attendees on various aspects of the BRT project including concerns around parking and business impacts. These events are summarized in Table 3 below.

Table 3 – Community Outreach (Winter 2012)		
Meeting Location	Purpose	Date/ Time (2013)
Hearing Room 4, One Frank Ogawa Plaza, Oakland City Hall	Oakland Public Art Advisory Committee - Review of BRT Public Artistic Enhancement strategy;	1/7, 5:30 pm
One Frank Ogawa Plaza, Oakland City Hall, 2nd Floor (Council Large Conf. Room)	Oakland City Council President Larry Reid – BRT Update,	1/10, 1:00 pm
AC Transit General Office Building, BRT Office, 6 <sup>th</sup> Floor	Meeting with Christine Calabrese and Reverend Buford (Alien Temple Baptist Church) to discuss Functional Needs Access	1/31, 3:00 pm
AC Transit General Office Building, BRT Office, 6th Floor	Follow up meeting with Christine Calabrese and Reverend Buford to discuss Functional Needs Access	2/6, 1:00 pm
Spanish Speaking Citizens Foundation, 1470 Fruitvale Ave Oakland	BRT Project Overview	2/6, 6:00 pm
Bus Stop @ Corner of 11th and Harrison Street	Traffic Observation: On-site meeting with AC Transit,	2/7, 4:30 pm
One Frank Ogawa Plaza, Oakland City Hall, 2nd Floor (Council Large Conf. Room)	Council President Pat Kernighan BRT Update - Oakland City Council Conference Room	2/14, 3:30 pm
Huarache Azteca, Fruitvale District, 3842 International Blvd, Oakland	Introductory Meeting and BRT Update with Oakland City Councilmember Noel Gallo – BRT Update,	2/20, 2:00 pm
Alien Temple Baptist Church - 8501 International Blvd, Mary Morris Room	Kick-off of the Oakland Sustainable Neighborhoods Initiative	2/22, 12:00 pm
AC Transit General Office Building, 2 <sup>nd</sup> Floor Board Room	BRT Contractor Outreach Event	3/1, 8:30 am
1900 Fruitvale Ave. Oakland	Fruitvale Merchant's Association @ Unity Council – BRT Update	3/12, 6:00 pm

d. **Spring 2013 Outreach Campaign:** AC Transit made several project update presentations and distributed project information materials at a wide variety of community and targeted business owner meetings during the Spring of 2013. Most notable was a series of meetings with San Antonio merchants as a follow-up to our Spring 2012 campaign. During these meetings, the staff and consultant team gathered

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current feedback and input from the merchants on various aspects of the BRT project to resolve issues related to loss of parking, and other business impacts. The project designs at this stage mitigated many of the concerns these business owners identified a year earlier. It is also important to note that outreach discussions are ongoing with business and property owners and will continue as needed throughout the life of the project. These events are summarized in Table 4 below.

<b>Table 4 – Community Outreach (Spring 2013)</b>		
<b>Meeting Location</b>	<b>Purpose</b>	<b>Date/ Time (2013)</b>
Stirtz Machine Shop 2041 International Blvd., Oakland, CA	Follow up to discuss business impact concerns and mitigations	4/2, 9:30-10:30 am
Jaguar Service 2215 International Blvd., Oakland, CA	Follow up to discuss business impact concerns and mitigations	4/2, 10:45-11:45 am
Pho Thanh Hung Restaurant 2211 International Blvd., Oakland, CA	Follow up to discuss business Impact concerns and mitigations	4/2, 12:00 – 1:00 pm
Van's Tire and Auto 2200 International Blvd., Oakland, CA	Follow up to discuss business impact concerns and mitigations	4/5, 9:00 – 9:45 am
V and A Appliances 2001 International Blvd., Oakland, CA	Follow up to discuss business Impact concerns and mitigations	4/5, 10:00–11:00 am
Experience Body Auto 2230 International Blvd., Oakland, CA	Follow up to discuss business impact concerns and mitigations	4/5, 11:15 am-12:00 pm
Advance Day Care Center 2236 International Blvd., Oakland, CA	Follow up to discuss business impact concerns and mitigations	4/8, 1:00 – 2:00 pm
Dimensional Design Furniture 2201 International Blvd., Oakland, CA	Follow up to discuss business impact concerns and mitigations	4/8, 2:30 – 3:00 pm
Sound Source 2221 International Blvd., Oakland, CA	Follow up to discuss business impact concerns and mitigations	4/8, 3:30 – 4:30 pm
Fruitvale Senior Center in the Transit Village 3301 E 12th, Suite 201, Oakland, CA	Fruitvale Area Neighborhood Crime Prevention Council (NCPC) Meeting – General BRT Overview,	4/14, 6:30 pm
OSNI Economic Development Working Group EBAYC 2025 East 12 <sup>th</sup> St., Oakland, CA	Kickoff for Economic committee	4/18, 10:00–12:30 pm
Hornitos Café at 3012 International Blvd, Oakland, CA	Fruitvale Main Street Design Committee – BRT Project Overview	4/29, 9:00 am
OSNI Economic Development Working Group EBAYC 2025 East 12 <sup>th</sup> St. Oakland, CA	Present Business Impact Han approach to Economic committee	5/23, 1:30 – 3:00 pm
Fruitvale Senior Center in the Transit Village 3301 E 12 <sup>th</sup> , Suite 201, Oakland, CA	OSNI / Int'l Blvd Collaborative Meeting – BRT Project Overview	6/5, 6:00 – 9:00 pm

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The collective result of this entire range of outreach efforts is the compilation of community input on station designs, functional needs access, public art opportunities, how the roadway alignment impacts parking and traffic along the corridor and affects businesses, how station locations impact travel times and other similar issues.

All of this input, was examined, evaluated, and considered in our determination of the business impacts that exist or are anticipated to occur and helped to develop the smart, timely and cost-effective mitigations to address each one to the best of our ability. AC Transit anticipates having regular communications and coordination with City staff, the designated OSNI and the Project Ombudsmen to allow for refinement and focus of the BMP as the need arises. AC Transit will continue to work with its agency partners, business owners and residents to ensure that we identify impacts and develop, smart, timely and cost-effective mitigations to address those impacts. A schedule of upcoming planned community outreach meetings and events is included in the BRT Community Outreach Plan that is under development by the District.

### III. IMPACTS AND MITIGATIONS

The BRT Project Area consists of nine historical neighborhood districts in the Cities of Oakland and San Leandro. The mitigation strategies contained herein are both corridor wide and site specific to address the identified impacts. Most important, many of the mitigation measures address general and specific business impacts identified during the past year's outreach campaigns.

#### a. Impact Types and Causes

By its very nature, construction activities will impact businesses, but in general these are usually temporary impacts and there are well-established best practices that AC Transit will implement to mitigate those impacts.

To aid our efforts in developing solutions to the potential impacts, it was necessary to define those impacts and establish a standard set of causes for those impacts. For the purposes of this plan, the AC Transit has identified the following categories as a baseline for problem-solving:

Types of impacts:

1. Temporary – an impact of a short duration such as a traffic detour during construction.
2. Permanent – an impact that will exist for the lifespan of the BRT service such as a utility relocation.

Primary causes

1. Roadway Alignment – any impacts created as a result of the geometric design and alignment of the travel lanes
2. Station Locations – any impacts created as a result of a station being located in the center median or curbside
3. Construction Activities – any impacts caused by the execution of construction activities required to complete the project.

Based on this method to define impacts, AC Transit can focus, target and customize solutions and mitigations.

#### b. Business Mitigation Support

As previously mentioned, construction activities will occur corridor wide creating a wide range of known or expected impacts. Therefore business support mitigations should be developed and implemented throughout the BRT corridor. Table 5 below provides a representative list of mitigations derived from well-documented best practices including, but not limited to, the following:

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<b>Table 5 – Business Support Mitigation</b>		
<b>Cause of Impact</b>	<b>Type of Impact</b>	<b>Proposed Mitigation Measure</b>
<b>Design</b>		
Roadway Alignment and Station Locations- curbside station location	Permanent parking loss and removal of parking lane for small truck deliveries (unofficial loading zones) along the corridor	<ul style="list-style-type: none"> <li>. Develop construction guidelines for phasing, parking, entrances and sidewalks that benefit business owners</li> <li>. Parking will be replaced along the corridor, on adjacent cross streets or on off-street lots. (See Parking Impact Mitigation Plan for specifics)</li> <li>. Special use parking (i.e. loading, passenger, and accessible) will be replaced 1:1, as close to the lost spaces as practical.</li> <li>. Discussions are taking place to resolve replacement of loading zones with impacted business owners, and avoid the potential for “double parking” within the general purpose lanes.</li> </ul>
	Permanent blockage of sight lines to businesses at curbside station canopies	<ul style="list-style-type: none"> <li>. Reposition business signs for impacted businesses behind curbside platform</li> <li>. Install new business signs for affected corner businesses</li> </ul>
<b>Construction</b>		
Construction - Roadway improvements Construction - Station platforms Construction - Utility relocations Construction - ADA compliant ramps Construction - Traffic signals	Temporary access restrictions on existing sidewalks	<ul style="list-style-type: none"> <li>. An AC Transit representative and the Contractor will meet with business or residents during pre-construction to determine access plans. Contractors will be required to notify Businesses of any changes to access plans at least two weeks prior to construction start.</li> <li>. Contractors will be required to park in designated laydown areas and not use available on-street parking.</li> <li>. Execute construction in optimally designed increments to minimize impacts on traffic flows, business operation, and the environment.</li> </ul>



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<b>Table 5 – Business Support Mitigation (continued)</b>		
<b>Cause of Impact</b>	<b>Type of Impact</b>	<b>Proposed Mitigation Measure</b>
<b>Community Needs</b>		
General Construction	Temporary – disruption to business operations due to noise, dust, traffic detours, parking displacement, sidewalk closures, existing bus stop relocations	<ul style="list-style-type: none"> <li>. Way-finding signage to assist drivers and pedestrians with locating business entrances and parking.</li> <li>. 24-hour Toll-Free Customer Hotline to receive calls from area businesses, residents and others</li> <li>. Media, including website and print circulations, with updates and information on BRT construction activities, progress, etc</li> <li>. Street sweeping, power washing sidewalks, window washing of impacted storefronts,</li> <li>. Features on individual businesses in monthly BRT newsletters and on the BRT website as an additional means of attracting customers to businesses in the construction zone.</li> <li>. Mailers and web ads containing coupons with promotional advertisements and discounts to participating businesses designed as a means of both stimulating business during BRT construction and informing the public that businesses are operational during construction and beyond. These promotional materials can also be posted in the advertising space on buses</li> <li>. Hosting “Milestone” events such as informal community celebrations (tree-plantings, public art installations, acknowledgements of particularly active or supportive community members) to acknowledge BRT progress and generate community enthusiasm and “buy-in” to the BRT Project.</li> <li>. “Open for Business” Program to promote business activity during BRT construction and operation by informing the public and local community that enterprise activity along the corridor remains in effect throughout the Project.</li> <li>. Construction materials procurement – where possible, encourage BRT construction contractors agree to purchase a percentage of their goods from impacted businesses along the BRT route.</li> </ul>

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Table 5 – Business Support Mitigation (continued)		
Cause of Impact	Type of Impact	Proposed Mitigation Measure
<b>Community Needs</b>		
General Construction	Temporary – disruption to business operations due to noise, dust, traffic detours, parking displacement, sidewalk closures, existing bus stop relocations	<ul style="list-style-type: none"> <li>. Create an Ombudsman or BRT Ambassador Program in which AC Transit hired Outreach Specialists will distribute flyers and other paraphernalia and serve as “helpers” to inform businesses and residents who to contact when problems arise.</li> <li>. Establish a BRT Community Outreach Center to provide fixed locations for information dissemination and community meetings.</li> </ul>

The project timeline may also have a temporary impact to the residents and businesses along the BRT route. Table 6 below highlights the where and when proposed BRT Project construction activities would take place within the corridor.

Table 6 – BRT Construction Timeline			
Activity	Segments	Early Start	Early Finish
Utility Relocations (AT&T, City of Oakland/sewers, EBMUD, FG&E)	System Wide	October 2013	August 2014
Off Street Parking Facilities, San Leandro St. Improvements (Paving, Striping, Lighting)	System Wide	October 2013	March 2014
Installation of Communications System (including installation of fiber optics backbone)	System Wide	February 2014	January 2016
Station Platforms and Canopies and Roadway Construction Segments	Hegenberger Road to San Leandro BART	August 2014	June 2015
	42nd Ave. to Hegenberger Road	June 2015	January 2016
	Downtown Oakland to 42nd Ave	October 2014	June 2015
	14th Ave. to 42nd Ave.	June 2015	January 2016
Landscape	Downtown Oakland to San Leandro BART	November 2015	May 2016

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<b>Table 6 – BRT Construction Timeline (continued)</b>			
<b>Activity</b>	<b>Segments</b>	<b>Early Start</b>	<b>Early Finish</b>
Overall System Start-Up and Testing	Downtown Oakland to San Leandro BART	November 2015	April 2016
Complete Construction	Downtown Oakland to San Leandro BART		January 2016
Anticipated Start of Revenue Collection	Downtown Oakland to San Leandro BART		April 2016

**c. Proposed Location Specific Mitigation Measures**

AC Transit has developed proposed mitigations based on known or anticipated site specific impacts in the project area. These site specific impacts listed in Table 7 on the following page are in addition to the corridor wide impacts associated with construction activities addressed in the previous section. This is an evolving process however and the selection of the preferred or optimal site-specific mitigation techniques will largely depend on:

- Additional input from Potentially Impacted Businesses (PIBs);
- Final construction phasing plan;
- Final Traffic Management Plan and Maintenance of Traffic Plan (MOT);
- Confirmation of parking displacement;
- Type, size and quantity of businesses potentially impacted;
- Current intensity of use of commercial or industrial area;
- Reliance on on-street versus off-street and on-corridor versus off-corridor parking;
- Location of construction staging areas;
- Final design of street geometry;
- Final design of station canopy;
- Route selection for material handling and delivery;

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<b>Table 7 –Location Specific Mitigation Measures</b>		
<b>Cause of Impact</b>	<b>Type of Impact</b>	<b>Proposed Mitigation Measure</b>
Roadway Alignment	Permanent parking loss	. Lengthen existing loading zones to accommodate multiple vehicles
Reconfiguration of 5th Avenue	Lack of truck parking for deliveries (loading zones)	. Conversion of unregulated side street parking to metered parking if within the designated commercial zone.
E 12 <sup>th</sup> Street improvements		. Identification of loading zones on side streets
Loss of parking for new local stops on: 5 <sup>th</sup> Avenue		. Convert existing unregulated parking spaces on the corridor to metered parking.
14 <sup>th</sup> Avenue		. Create new angled parking spaces along 20 <sup>th</sup> Avenue
High Street		. Create new angled parking spaces along 21 <sup>st</sup> Avenue
		. Construct parking lot on 35 <sup>th</sup> Avenue close to the project corridor (Fruitvale Area)
		. Construct parking lot at 8630 International Avenue close to the project corridor (Elmhurst Area)
Station Locations - Curbside Stations	Temporary access restrictions on existing sidewalks	Construct temporary safe, secure covered sidewalk detour.
	Permanent removal of existing local bus stops	New local bus stops on 5th Avenue, 14th Avenue and High Street
	Permanent closure of 2 private driveways on International Blvd. by 5 <sup>th</sup> Avenue	Provide financial support to implement reconfigured internal circulation for the three business that the vehicular access to their properties will be permanently impacted
	Permanent closure of 1 private driveway on E 12 <sup>th</sup> Street by 10 <sup>th</sup> Avenue	
	Permanent relocation of an existing private driveway on 14 <sup>th</sup> Avenue	
	Permanent removal of existing abandoned driveway cuts	The sidewalk will be rehabilitated to match existing

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Station Locations - Median Stations	Permanent prohibition of left turn movements and thru movements at locations designated by the City	New traffic signals with dedicated left turn lanes.
	Temporary Impact to landscaped median	Rehab the impacted landscape medians and construct new landscaped medians

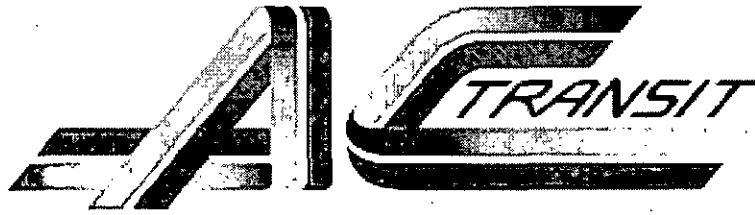
The aforementioned types of mitigation measures and approaches will be implemented during the BRT Project when required during each phase. It should be emphasized that this is a working plan that will be periodically assessed based on ongoing outreach, design reviews and evaluation of construction plans. Additional mitigation measures may be incorporated to address new impacts and concerns as they arise.

Subject to City concurrence, suitable non-metered parking stalls may be converted to metered parking spaces to mitigate a displaced metered parking stall. For further explanation, see the "Parking Impact Mitigation Plan (PIMP)" that includes provisions to coordinate and confirm with businesses, the disposition of all relocated on-street parking stalls, parking meters, white zones, blue zones, green zones, and yellow loading zones prior to finalizing the design.



# **APPENDIX M**

## **Parking Impact Mitigation Plan**



**Alameda – Contra Costa Transit District  
East Bay Bus Rapid Transit (BRT) Project**

**Technical Memorandum**

# **PARKING IMPACT MITIGATION PLAN**

**Task No. 27.1.4**

Prepared by

**PARSONS**

June 5, 2013

## Document Description

Client	Alameda-Contra Costa Transit District
Contract Number	2011-1177
Document	Parking Impact Mitigation Plan
Related Task / WBS Number	Task 27.1.4
File Path	K:\647610_ACTransit-BRT-PE\06000 Roadway and Civil Design\06500 Parking\06520 Off-Alignment Parking Replacement
Date Document Issued	June 3, 2013

## Version Control

Version Number	Date	Description of Change	Author
0-1	6-3-13	Original Draft Document	CV
0-2	6-5-13	Incorporate PMCM comments in revised Draft	CV



## TECHNICAL MEMORANDUM Parking Impact Mitigation Plan

### 1. Introduction

This Technical Memorandum has been prepared to support project development of the East Bay Bus Rapid Transit (BRT) Project, for the Alameda – Contra Costa Transit District (AC Transit). The Memorandum documents the parking mitigation strategies to be used in three special districts—the San Antonio, Fruitvale and Elmhurst areas—to respond to mitigation commitments presented in the project's Final Environmental Impact Statement/Report (FEIS/R) and resulting federal Record of Decision (ROD) and also to the City of Oakland Conditions of Approval (COA). The Memorandum summarizes investigations conducted as part of the project and reported in the Parking Design Basis Memorandum and the Off-Street Parking Lot Site Selection memo.

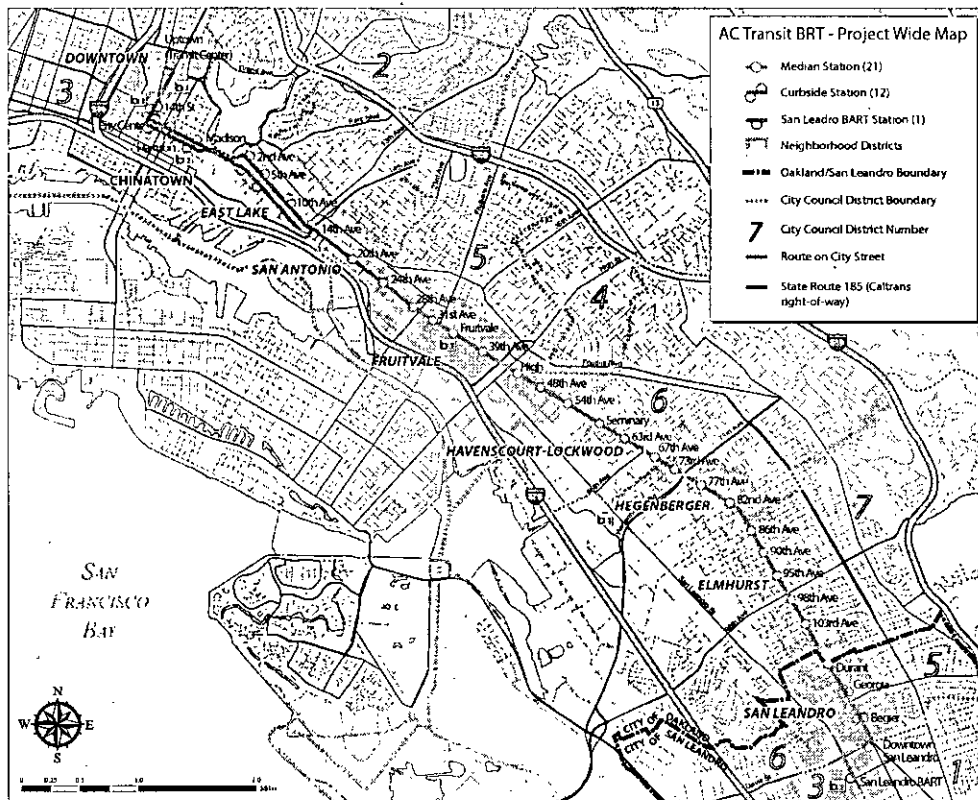


Figure 1: Project Location

The proposed project consists of implementing BRT along an approximately 9.5-mile arterial corridor through the cities of Oakland and San Leandro in Alameda County, California. The proposed route starts in downtown Oakland, generally following 12<sup>th</sup> and 11<sup>th</sup> Streets in downtown Oakland, International Boulevard in East Oakland, and East 14<sup>th</sup> Street and Davis Street in San Leandro, terminating at the San Leandro Bay Area Rapid Transit (BART) station. The project location is shown in Figure 1.

Proposed BRT improvements include: dedicated transit lanes in urban arterials; light-rail like stations with passenger amenities such as lighting, safety and security systems, and seating areas; transit signal priority at intersections with traffic signals; self-service, proof-of-payment fare collection with fares collected off the bus; and other streetscape and landscape improvements. Service would be provided using 60-foot, low-floor articulated hybrid diesel-electric buses operating at high frequencies.

Constructing BRT facilities (transitway and stations) in existing arterials requires the conversion of traffic lanes to transit (e.g., one each direction of travel where dedicated BRT lanes are planned) and, in limited instances, the removal of street features, such as existing medians. It also requires reconfiguration of parking in some areas. Curbside parking at intersections and in the vicinity of stations may be removed, relocated, or replaced to provide for traffic lane transitions and room for dedicated turn lanes and station platforms. While AC Transit will work to minimize the displacement of parking, the loss of some parking may be unavoidable. It should be noted that the introduction of an efficient BRT system, carrying consumers and riders back and forth, could reduce the need for some parking and reduce the overall impact of any lost parking.

The displacement of parking is a project impact that was contemplated in the East Bay BRT Project FEIS/R.<sup>1</sup> In that document, two areas were identified along the revised Locally Preferred Alignment (LPA) (Downtown Oakland to San Leandro Alternative) where the project displaces on-street parking, demand may exceed 85 percent of available capacity, existing public off-street parking is limited, and opportunities to park on nearby cross-streets are limited or not considered convenient replacement parking by local businesses. For these reasons, provision of parking lots as one method to mitigate parking loss is being considered by AC Transit. The two areas identified in the FEIS/R were (1) the Fruitvale commercial/retail district, from approximately Fruitvale Avenue to 38th Avenue, and (2) the Elmhurst area, from approximately 82nd Avenue to 87<sup>th</sup> Avenue.

The Oakland City Council, upon adopting a resolution<sup>2</sup> approving the East Bay BRT Project, included in its COA a requirement that the project provide a third off-street parking lot to mitigate the removal of on-street parking in the San Antonio district. This lot would be located in the vicinity of International Boulevard and 20<sup>th</sup> Avenue. The COA also stipulates that any revenue from meters or parking lot control systems on the three proposed parking lots will be collected by the City.

In its responses to the COA, AC Transit has made a commitment to provide off-street parking in up to three parking lots in these locations. AC Transit has and will continue to coordinate with the city and local businesses and residents throughout final design on the parking strategy, including the number and location of spaces to be developed. If warranted, supplemental environmental analysis will be completed to fully assess the effects of off-street parking lot development.

## **2. Mitigation Requirements**

With the implementation of the BRT improvements there will be on-street parking displaced along mainly International Boulevard to provide for the exclusive bus travel lane and other BRT related improvements. The parking component of the FEIS/R indicated that the majority of the study corridor had sufficient under-utilization of parking such that there would be no impact to the community, but some segments

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<sup>1</sup> Alameda-Contra Costa Transit District. *AC Transit East Bay Bus Rapid Transit Project: Final Environmental Impact Statement/Environmental Impact Report*. January 2012.

<sup>2</sup> Oakland City Council Resolution No. 84016 C.M.S., adopted July 17, 2012

have high occupancy and therefore a replacement of these spaces is proposed. According to the Final FEIS/R, the lead agency (AC Transit) is responsible for mitigating the loss of on-street parking attributable to the introduction of BRT improvements.

Subject to City concurrence, suitable replacement non-metered parking stalls may be converted to metered parking spaces to mitigate a displaced metered parking stall. Mitigation includes provisions to coordinate and confirm with businesses, the disposition of all relocated on-street parking stalls, parking meters, white zones, blue zones, green zones, and yellow loading zones prior to finalizing the design.

#### Types of Parking

Along the corridor, there are several types of parking being utilized along the curb area: unmetered parking, metered parking, controlled parking, loading zones, and ADA regulated parking. Impacts to the local neighborhoods were identified in the FEIS/R and are summarized later in this document.

Metered spaces will be replaced on a one to one basis so that there will be no revenue impact to the City of Oakland. COA II stipulates that any revenue from meters or parking lot control systems will be collected by the city. Suitable replacement non-metered parking stalls will be converted to metered parking spaces to mitigate a displaced metered parking stall. Metered parking will not be placed in residential neighborhoods, unless metered parking already exists there. AC Transit will advise businesses adjacent to new metered parking.

Loading zones will be replaced on a one to one basis. The location of replacement loading zones will be determined in communication with local businesses, but is generally the closest available space. The replacement of loading zones is an additional impact to parking and has been accounted for in the determination of mitigation needs. The City does not have a format policy for on-street loading space replacement.

Controlled or time limited parking spaces will be replaced on a one to one basis.

On-street ADA accessible parking spaces will be replaced on a one to one basis. AC Transit will advise businesses adjacent to existing accessible spaces that will be relocated of the new location of accessible parking.

Displaced on-street parking will be replaced with conforming on-street parking in reasonable proximity to the displaced parking. Where side streets are used to provide replacement parking, the impact to neighborhood supply will be limited so that expected occupancy will not exceed 85 percent. If displaced parking was in proximity to an apparent residential use on International Boulevard, replacement parking in a residential area on a cross street was considered. Generally replacement parking in commercial areas was selected first.

#### Occupancy Threshold

On-street and off-street parking is available along the entire corridor either as metered or unmetered spaces. The Urban Land Institute has recommended typical parking utilization of approximately 85 percent occupancy of available on-street spaces as ideal for on-street parking to achieve a balance between supply and avoidance of excessive travel to find an open parking space. Therefore in the parking assessment and the FEIS/R recommendations for mitigation, an 85 percent occupancy threshold was the upper limit for parking utilization after including the loss of on-street parking attributable to the project. Both metered and unmetered parking will be measured against the 85 percent occupancy threshold for replacement.

Spaces to be Mitigated in Three Areas

The limits of consideration for the special areas cited in the COA were identified by AC Transit, consistent with descriptions of San Antonio, Fruitvale and Elmhurst presented in the FEIS/R and as a result of discussions with the City of Oakland:

- San Antonio: 18<sup>th</sup> Avenue to 23<sup>rd</sup> Avenue,
- Fruitvale: Fruitvale Avenue to 38<sup>th</sup> Avenue, and
- Elmhurst: 82<sup>nd</sup> Avenue to 87<sup>th</sup> Avenue.

The table below identifies the parking spaces displaced in the San Antonio, Fruitvale and Elmhurst areas, using the limits consistent with the FEIS/R text. The table shows the existing parking spaces from the block by block count on the plans, the existing occupancies based on the FEIS/R, adjusted for the particular limits examined, and the approximate displacements in the FEIS/R. With the current geometry shown on the 40 percent Geometric Approval Drawings (GAD), a new determination of displacements has been made. Note that the spaces displaced include some spaces “put back” because of removing a local bus stop. Then the number of resulting spaces on International Boulevard is compared to the number of spaces needed such that all metered spaces lost are replaced and an 85 percent or lower occupancy level can be maintained in each of these segments. Any shortfall is identified as “mitigation needed to get to 85% occupancy” in post-project conditions. These spaces are then mitigated by creating new spaces on side streets or converting side street spaces to controlled spaces where space is available close to the corridor.

Segment	Start	End	Exist parking spaces on BRT route	FEIS/R occupancy rate	FEIS/R displaced parking spaces	40% GAD displaced parking spaces	Parking avail with project	Mitigation needed to get to 85% occupancy post project	Minimum Recommended Parking Lot Size to comply with COA II
San Antonio Segment International Blvd	18th Avenue	23rd Avenue	115	47%	44	40	75	0	N/A
Fruitvale Segment International Blvd	Fruitvale Avenue	38th Avenue	123	68%	38	41	82	17	19
Elmhurst Segment International Blvd	82nd Avenue	87th Avenue	86	47%	15	18	68	0	11

Table 2: Parking Mitigation Summary

To Comply with COA II and fully offset the displaced spaces, if mitigation on the side streets is insufficient, additional spaces will be needed in an off-street parking lot. The minimum recommendations for accommodating the off-street parking are provided in the right hand column.

### 3. Identification of Potential Off-Street Parking Lot Sites

In the three areas identified above, AC Transit is coordinating with the City of Oakland regarding off-street parking. Initial identification of potential sites was performed in the environmental approval stage of the project at two locations (Fruitvale and Elmhurst); and after issuance of the FEIS/R, identification of sites in the third location (San Antonio) was performed. The list of sites in Fruitvale and Elmhurst was subsequently expanded based on community input. Potential sites were deemed suitable candidates for further investigation if they were vacant or unimproved lots, or if they were existing parking lots not currently available for public use, in which case an arrangement for joint use would have to be made with the property owner. Only sites located on the BRT corridor street (i.e. International Boulevard) or one block away, and within or near the cross-street limits specified above were considered.

In the San Antonio area, four potential sites were identified, shown below in Figure 2. Five potential sites were found in the Fruitvale area, shown in Figure 3, and twelve sites in the Elmhurst area, shown in Figure 4. Of these many sites, an evaluation process described below narrowed the choices to two candidate lots at each location.

Lot	Address	APN
San Antonio Lot C	1245 23 <sup>rd</sup> Avenue	20-106-7-4
San Antonio Lot B	1906 International Blvd	20-148-15
Fruitvale Lot D	35 <sup>th</sup> Avenue, between 1409 and 1445 35 <sup>th</sup> Avenue	33-2124-34-1
Fruitvale Lot C	1419 International Blvd.	33-2123-16-3
Elmhurst Lot G	8630 International Blvd	43-4582-11
Elmhurst Lot J	8401 International Blvd.	42-4254-1

Table 3: Top Parking Lot Candidate Sites



Figure 2: San Antonio Potential Sites



Figure 3: Fruitvale Potential Sites

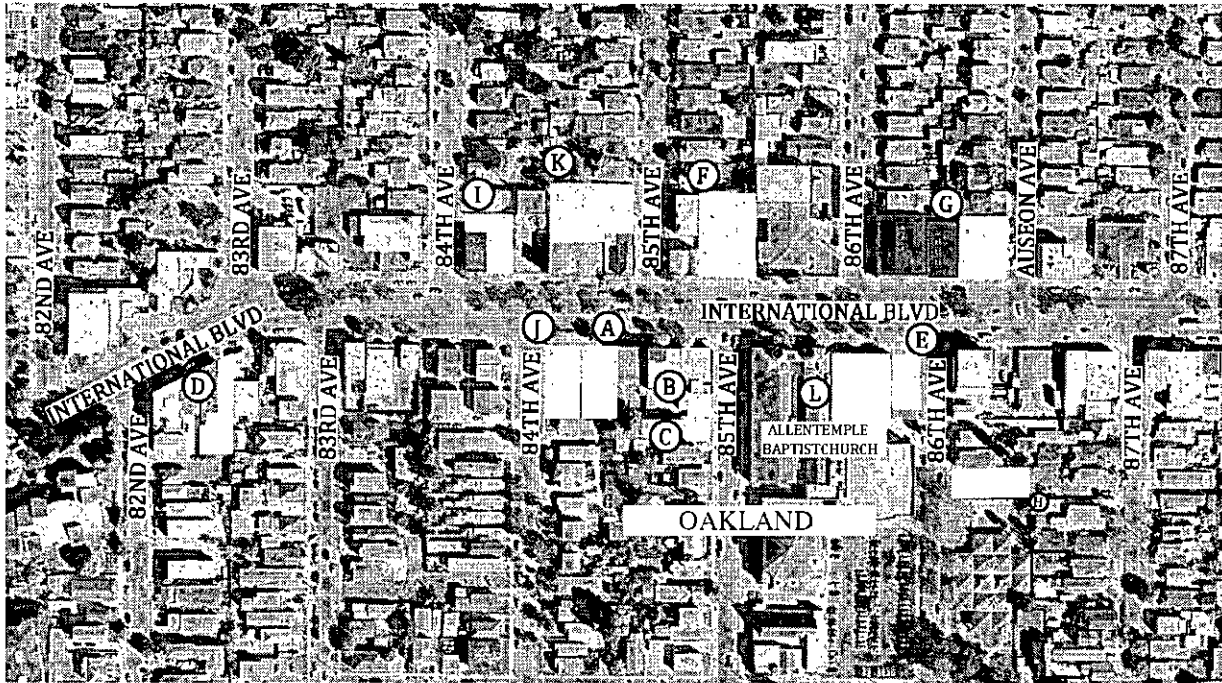


Figure 4: Elmhurst Potential Sites

#### 4. Evaluation Criteria

Each of the potential sites was evaluated for suitability based on several criteria, as detailed below. Sites that did not meet the required capacity (the first criterion) as identified in the FEIS/R were eliminated from consideration. The remaining sites were then scored by assigning 0-5 points for each of the remaining criteria, then averaging the scores using the weights shown below in parentheses. A fatal flaw in any of the below criteria results in a zero total score. A fatal flaw may be any factor that disqualifies the lot from further consideration, such as resulting in a degree of risk to AC Transit that cannot be accepted, or an owner known to be unwilling to sell.

- **Capacity.** Approximate number of existing or anticipated parking stalls. Capacity is generally determined by lot size, shape, and number of access points.
- **Proximity to corridor (10%).** Lots on International Boulevard are preferred over those further away for providing access to businesses. However, this contradicts the City Planning and Zoning Division guidance for surface parking lots to be off the corridor; this contradiction is reflected in a high score under this criterion and a low score under the Zoning criterion below. Also, in the Elmhurst neighborhood, proximity to a BRT station is considered.
- **Access points (5%).** Large, heavily used parking lots typically function more efficiently with multiple access points or driveways.
- **Neighborhood compatibility (15%).** Surrounding land uses, particularly low-density residential, may be incompatible with the proposed parking facility. Use of nighttime lighting, increased noise generation, and potential for increased criminal activity, real or perceived, may trigger neighborhood opposition.

- **Site conditions (10%).** Physical condition of the site, including pavement, drainage, and lighting conditions, and ease of conversion to a public-use parking lot. This factor is the main driver of site development cost.
- **Current usage (20%).** Existing land use. If used for parking, intensity of use may be critical to determining a landowner's willingness to sell the property or agree to a shared-use arrangement.
- **Zoning (15%).** Whether or not current zoning discourages parking lots. Incorporates guidance from City Planning and Zoning Division personnel regarding preferred locations.
- **Other factors (10%).** Potential for a joint public/private use agreement (needed if the current owner does not wish to sell the property outright or for shared use). Whether or not the site shares a parcel with adjacent buildings. Resale/redevelopment potential (potential to sell off portion of the parcel not developed for required parking mitigation). Other desirable/undesirable features.
- **Estimated Cost (15%).** Total estimated capital cost, including property acquisition, lease agreements, site development costs.

### Zoning

The majority of the sites identified are within commercial or residential zones, with a few sites located within special-purpose or mixed-use zones. The proposed land use falls within the "Utility and Vehicular Civic Activities" classification, as defined by the Oakland Planning Code, section 17.10.230, to include "Publicly operated off-street parking lots and garages available to the general public either without charge or on a fee basis." The proposed parking facilities would thus be allowed on any of the identified potential sites, as long as the parking facilities are to be open to the public. All of the sites evaluated would require a conditional use permit.

### Real Property and Continuing Control

Any transfer of title, lease, lien, pledge, mortgage, encumbrance, third party contract, subagreement, grant anticipation note, alienation, innovative finance arrangement, or any other obligation pertaining to property requiring the use of federal funds would be subject to the requirements of FTA Circular 5010.ID<sup>3</sup> regarding acquisition, joint use and continuing control. These requirements dictate that AC Transit must remain in control of any property acquired with federal funds.

### Estimated Cost

A rough order-of-magnitude estimate of the site development construction costs and property acquisition costs for each of the potential sites, excluding those with fatal flaws or otherwise eliminated from consideration, is shown below in Table 4. A detailed breakdown of this estimate is given in the *Off-Street Parking Lot Site Selection Memorandum*<sup>4</sup>. The construction items included for each site were based on a conceptual-level engineering assessment of site conditions, and the costs of those items are based on a rough average cost per square foot for similar developments, assuming full development of the entire parcel. Property acquisition costs are estimated at \$40 per square foot for existing parking lots and unimproved property, and \$68 per square foot for built-up parcels. The costs of obtaining a joint-use agreement, for those sites where such an agreement would be required, are based on the number of stalls required and a rough average parking space lease cost of \$105 per space per month, capitalized at a 7% rate, assuming 2.5% average annual inflation.

<sup>3</sup> FTA Circular 5010.ID, Chapter IV, Section 2, Real Property  
[http://www.fta.dot.gov/documents/C\\_5010\\_ID\\_Finalpub.pdf](http://www.fta.dot.gov/documents/C_5010_ID_Finalpub.pdf)

<sup>4</sup> Alameda-Contra Costa Transit District. *Off-Street Parking Lot Site Selection Memorandum*, May 8, 2013, Appendix A.



It should be emphasized that the costs presented below are provided for rough comparative purposes only, and are included as a small factor in the scoring of each site. The ultimate costs incurred by AC Transit will be highly dependent on the outcome of negotiations with landowners.

Lot	Construction	Real Estate	Total Cost
San Antonio Lot C	\$99,000	\$210,000	\$309,000
San Antonio Lot B	\$130,000	\$388,000	\$518,000
Fruitvale Lot D	\$50,000	\$594,000	\$644,000
Fruitvale Lot C	\$52,000	\$388,000	\$440,000
Elmhurst Lot G	\$107,000	\$428,000	\$535,000
Elmhurst Lot J	\$129,000	\$324,000	\$453,000

Table 4: Summary of Estimated Costs

## 5. Evaluation of Potential Lots

### San Antonio

Lot C is a small grass yard that would provide approximately eight parking stalls, convenient to many of the affected businesses. It would need to be developed along with additional sites (Lot B at 19<sup>th</sup> Avenue and Lot A on 21<sup>st</sup> Avenue) if all displaced spaces are to be replaced in off-street lots.

Lot B is an unimproved grass lot that could provide approximately twenty parking stalls, given its narrow configuration.

Right of way negotiations in San Antonio cannot commence until candidate sites not included in the FEIS/R have been evaluated in an environmental process.

### Fruitvale

Lot D (capacity of approximately 24 spaces) is a lightly-used, gated private parking lot. Both Lots C (capacity of approximately 37 spaces) and D rank similarly in terms of meeting the necessary capacity, distance to displaced parking, street access, and neighborhood compatibility. However, Lot D is in better condition, with better pavement and lighting, and appears to be the lesser-used of the two, and therefore would be the preferred option among the existing parking lots.

### Elmhurst

Lot G (capacity of approximately 20 spaces) is currently in use as storage and parking for the adjacent industrial building, and provides vehicular access to the building through a side door. It is likely that both Lot G and the adjacent building have the same owner, which may require negotiating a sale of both properties for Lot G. Lot G's proximity to 86<sup>th</sup> Avenue was an important factor for AC Transit.

Lot J (capacity of approximately 20 spaces) is an unimproved grass lot. Since Lot J is currently vacant, property acquisition is likely to be easier than for other lots considered. As a corner location, Lot J, like Lot G, will require justification for the findings necessary for a conditional use permit.

Environmental Site Assessments (Hazardous Materials)

Phase I environmental site assessments were completed for several of the candidate sites and others are underway. The status of the Phase I reports is listed in Table 5. In the completed reports the geotechnical engineer recommended that Phase II subsurface testing be conducted for Fruitvale Lot D

Lot	Address	Phase I status	Phase II status
San Antonio Lot B	1901 International Blvd	underway	N/A
San Antonio Lot C	1245 23 <sup>rd</sup> Avenue and 2293 International Blvd	complete	N/A
Fruitvale Lot B (portion)	1223 33rd Avenue	complete	N/A
Fruitvale Lot D	35 <sup>th</sup> Avenue between 1409 and 1445 35 <sup>th</sup> Avenue	complete	Underway
adjacent to Fruitvale Lot D	3444 International Blvd	complete	N/a
Elmhurst Lot A	8413 International Blvd	complete	N/a
Fruitvale Lot E	1230 37th Avenue	complete	N/A
Elmhurst Lot G	8630 International Blvd	underway	Undetermined
Elmhurst Lot J	8401 International Blvd	complete	N/A

Table 5: Status of Phase I Environmental Site Assessment Reports

**6. Results and Recommendations**

San Antonio

A comparison between the occupied spaces, based on occupancy rates reported in the FEIS/R, and the available spaces shown on the 40 percent GAD's suggests that no off-street spaces are required in the San Antonio area using the 85 percent occupancy threshold. The number of occupied spaces is less than 85 percent of the post-project spaces available. In order to comply with COA II A, AC Transit shall mitigate the removal of on-street parking by "locating or creating new parking spaces". This mitigation can occur by converting side street to controlled parking and converting some parallel parking spaces on side streets to angled parking.

Fruitvale

Conversion of uncontrolled spaces on side streets to metered parking or controlled parking will mitigate parking loss such that the post-project parking occupancy does not exceed 85 percent. However, in order to comply with COA II B, 19 spaces in an off-street parking lot are recommended. Lot D is the preferred candidate to accommodate these spaces.

Elmhurst

The number of occupied spaces is less than 85 percent of the post-project spaces available. There are no metered spaces displaced in this area. According to the FEIS/R criterion, no mitigation is required. However, in order to comply with COA II C, 11 spaces in an off-street parking lot is recommended. Lot G is the preferred candidate to accommodate these spaces.

## EXECUTIVE SUMMARY

The Preliminary Engineering Report for the AC Transit East Bay BRT project summarizes the progress made throughout the preliminary engineering/35 percent design phase. It documents the studies conducted, the key technical decisions made, and the current description of the project elements, including assumptions and criteria, pavement structural section recommendations, drainage modifications for roadway and BRT stations, right-of-way impacts, roadway and traffic improvements, station amenities, and signal and communications systems. The Preliminary Engineering Report serves as the authorization for proceeding with the project as described, that is, a project with an estimated cost within the fundable amount of \$178 million.

Preliminary engineering began in April 2012 and has incorporated design elements from the final environmental document, record of decision (ROD), and City of Oakland and City of San Leandro Conditions of Approval (COAs), adopted along with the Locally Preferred Alternative (LPA) in July 2013. The preliminary engineering effort resulted in draft 35 percent plans, submitted in December 2012. Comments from the cities and Caltrans on the draft 35 percent submittals led to an extensive series of meetings to resolve outstanding design issues. Key decisions made during this time include the determination of construction packaging, final local bus stop and BRT station locations, the acceptance of an on-street parking configuration, and concurrence regarding "right-sizing" the station canopies.

The proposed 9.5-mile route for the BRT project starts at the Uptown Transit Center on 20<sup>th</sup> Street in Oakland, then follows Broadway, 11<sup>th</sup>/12<sup>th</sup> streets, International Boulevard, and East 12<sup>th</sup> Street from Lake Merritt Boulevard to 14<sup>th</sup> Avenue. The route then continues on International Boulevard in West and East Oakland, and East 14<sup>th</sup> Street, Davis Street, and San Leandro Boulevard in San Leandro, terminating at the San Leandro BART Station. The project includes exclusive transit lanes over approximately 80 percent of the alignment, transit signal priority (TSP) at all signalized intersections, new passenger stations with level boarding, real-time bus information at stations, and barrier-free proof-of-payment fare collection, all of which will improve reliability and travel time.

The BRT will operate in dedicated side-running lanes and mixed flow lanes through downtown Oakland to 14<sup>th</sup> Avenue, and in mixed flow lanes south of Broadmoor Boulevard in San Leandro. The remaining alignment will have dedicated center-running lanes. Dedicated lanes will be formed through conversion of one mixed flow lane in each direction, and will be restricted to use by transit and emergency vehicles. Buses will have doors on both sides of the bus to allow left and right-side boarding.

The project will construct 21 median stations, each with one platform located between the transitway lanes, serving both directions of travel. All boarding will occur via left-side vehicle doors. Passenger platforms will be 12 feet wide and 60 feet long, raised a minimum of 14 inches above the roadway pavement.

Thirteen curbside stations will be constructed. These will extend 5 to 11 feet from the current curb line depending on the width of sidewalk and required clearance from the edge of traveled way, and will be integrated into the adjacent sidewalk. All curbside stations include separate southbound and northbound platforms, except for the terminal station at the San Leandro BART station, for a total of 25 curbside platforms. These platforms will be raised a minimum of 14 inches above the roadway pavement at the boarding edge, with a 60-foot length, and width of 8 feet.

The BRT service will operate 24 hours a day, seven days a week, and serve 34 stations throughout the corridor, replacing the existing Lines 1 and 1R. During the weekday, service will operate every five minutes during the day, ten minutes in the evening, and every hour for all-nighter service. In the remaining segments of Lines 1 and 1R (the Telegraph Avenue corridor north of downtown Oakland and the East 14<sup>th</sup> Street corridor south of Downtown San Leandro), Lines 1 and 1R will be replaced by extensions of other services. Overall, there will be a slight reduction (by one vehicle) in overall fleet requirements, and a greater reduction (by 13 vehicles) in the number of articulated vehicles required.

The project will be awarded under a number of construction packages. Three construction packages are currently anticipated, with the first – an advance utility relocation package going to bid in fall 2013. Bid Package 2, comprising the Off-Street Parking Facilities and San Leandro Street Traffic Mitigation Improvements will go to bid in fall, 2013, and Bid Package 3 comprising the main roadway construction work, communications, station canopies and landscaping is scheduled to go to bid in spring 2014. Revenue operations will occur in spring 2016.

Right-of-way needs have been defined for the major property acquisitions. These include partial takes of two properties along East 10<sup>th</sup> Street and San Leandro Street at Fruitvale Avenue for the Fruitvale Avenue Bypass traffic mitigation capacity enhancement work, and properties for the parking lots in Elmhurst and Fruitvale that are mitigation for loss of on-street parking.

Changes from the FEIS/R include stations that have moved slightly and two additional stations that have been added in response to community concerns, and several other design modifications to traffic and pedestrian features.

Public outreach during the preliminary engineering phase included two series of workshops focused on station architecture and project design features, and additional meetings with individual business owners. AC Transit has prepared a Business Impact Mitigation Plan and a Parking impact Mitigation Plan, which together define measures to lessen the impact of the project on businesses in the corridor.

A draft cost estimate was prepared as part of the preliminary engineering effort. Early review of the estimate identified certain areas for refinement to reduce the cost to the fundable amount. These recommendations have been incorporated in the baseline cost estimate in Appendix K of this report.

Agency agreements, including master cooperative agreements with Caltrans, the City of Oakland, and the City of San Leandro, and operations and maintenance agreements with each of those agencies, are in process and are expected to be finalized prior to the completion of 65 percent design. An agreement with BART for design and construction of improvements in the San Leandro BART station is also in process, as are utility agreements for relocation of utilities at AC Transit's expense.

Conditions of Approval, the manner in which they are being met by AC Transit, and where discussion may be found within the PE Report are summarized in the following matrices for Oakland and San Leandro.

Oakland Conditions of Approval PE Report Cross-Reference Matrix		
Condition of Approval	Can/Will District Meet	Described in this Section of PE Report
<p>General: These Conditions of Approval (COAs) are were adopted by the Oakland City Council on 07.17.2012 [C. M.S. 84016] as a requirement for City approval of the Downtown Oakland to San Leandro (DOSL) Bus Rapid Transit Project (BRT Project). These conditions were not meant to be a comprehensive or detailed list, but rather to represent both general and specific aspects of the project identified to date and the types of major issues the City needs to see resolved prior to continued stages of work on the project. For this reason, many of these CoA are written as principles of agreement.</p> <p>The COAs include provisions that AC Transit will work with City staff to develop agreements that will serve to not only reimburse the City for costs, but ensure the City's proper role in continued public outreach with the residents and merchants, preliminary engineering and final design, and construction oversight. Each of the agreements will be prepared and presented to City Council for adoption.</p>	<p>YES - A Master Coop Agreement and O&amp;M Agreement will address additional costs. AC Transit will reimburse the City for any increased operations and maintenance responsibilities resulting from construction of the project.</p>	<p>Section 2.2 - General Section 23.2 - Agreements</p>
<p>I. Business Impacts A. Parking and Business Operation Impacts Identify and resolve business owner issues related to parking and other business operations impacts.</p>	<p>A. YES - Parking and Business operation impacts have been identified and plans prepared for mitigation and resolution of issues, which the District can discuss at the July 9 report to City Council.</p> <ul style="list-style-type: none"> <li>• A Business Impact Mitigation Plan has been prepared to address means of mitigating impacts resulting from the project. The BIMP recognizes the International Boulevard Transit Oriented Development Plan, and will address recommendations received from the Oakland Sustainable Neighborhoods Initiative.</li> <li>• A Parking impact Mitigation Plan has been prepared to address parking mitigation.</li> <li>• The District's Community Outreach and Business Impact Plans provide for overall business mitigation proposals and outreach activities.</li> </ul>	<p>A. Section 19.3 - Business Impact Mitigation Plan Section 19.4 - Parking Impact Mitigation Plan Appendix M - Parking Impact Mitigation Plan</p>

Oakland Conditions of Approval PE Report Cross-Reference Matrix		
Condition of Approval	Can/Will District Meet	Described in this Section of PE Report
<p>B. Parking, Construction and Other Impacts: Mitigation Fund City of Oakland and AC Transit to create an impact mitigation fund, and establish disbursement procedures for that fund, which may be used for such needed mitigations as are identified during the upcoming phases of the project.</p>	<ul style="list-style-type: none"> <li>On-street parking removed by the project has been recalculated based on current 40% GAD Plans and quantified on the plans and in a summary tabulation, block by block and by segment.</li> <li>Parking lost under the project will be replaced along the corridor, on adjacent cross streets, or on off-street lots.</li> <li>Outreach discussions have taken place with business and property owners and are ongoing to resolve issues related to loss of parking; and the project has been modified where feasible to address concerns.</li> <li>Non-metered parking will be converted to metered parking on the corridor to the extent necessary to meet 1:1 replacement of metered parking, in coordination with local business owners, and subject to City concurrence.</li> <li>Colored parking (loading, passenger, handicap) will be replaced 1:1, as close to the lost spaces as practical.</li> <li>Discussions are taking place to resolve replacement of loading zones with impacted business owners, and avoid the potential for "double parking" within the general purpose lanes.</li> </ul> <p>B. YES – The District has prepared a Business Mitigation Plan and a Parking Impact Mitigation Plan that describe measures to address impacts resulting from the project. As per the FEIS/R, impacts can be mitigated to a less than significant level, or can be mitigated completely. A business mitigation fund has been established to cover the cost of these mitigations. It is incorporated into the overall project construction costs and is comprised of site specific mitigations such as utility relocations, off-street parking lots, and the San</p>	<p>B. Pending BIMP Sect 22.3. Noted as additional cost</p>

Oakland Conditions of Approval PE Report Cross-Reference Matrix		
Condition of Approval	Can/Will District Meet	Described in this Section of PE Report
<p><b>C. Local Hire</b> AC Transit will encourage prime and subcontractors to voluntarily hire local residents and shall provide regular progress reports to the Oakland City Council.</p>	<p>Leandro St. improvements, and corridor wide mitigations such as a BRT Outreach Community Center.</p> <p>C. YES – AC Transit is prohibited by federal funding sources from adopting a local hiring program on construction of the BRT project. Staff is recommending that AC Transit's board consider adoption of a Construction Careers Policy consistent with federal guidelines, targeting employment and training opportunities to disadvantaged workers and residents of low-income areas. Staff is recommending that such a policy be integrated into a project labor agreement covering the BRT Project.</p>	<p>C. Section 19.7 – Contractor Outreach</p>
<p><b>II. Parking Mitigation:</b> AC Transit must construct new parking lots to fully offset parking loss in the San Antonio, Fruitvale, and Elmhurst areas (3 new lots). The City will collect any revenue from meters or parking lot control systems. Parking solutions shall be acquired/resolved prior to construction award and available for parking prior to construction.</p>	<p>YES - The District will mitigate parking displaced by the project to meet 85% occupancy thresholds established in the EEIS/R, to maintain the same number of meters displaced by the project, and to fully replace colored parking. Where 85% occupancy thresholds cannot be met through on-street parking and conversion of uncontrolled parking to controlled parking, the District will acquire additional off-street lots.</p> <ul style="list-style-type: none"> <li>• Permanent parking displacements in San Antonio, Fruitvale and Elmhurst are 48, 41, and 20, respectively.</li> <li>• Lots will be acquired in Fruitvale and Elmhurst to fully mitigate 19 and 13 spaces, respectively, that cannot be provided on-street.</li> <li>• In San Antonio, parking mitigation can be accommodated with on-street parking; acquisition of a lot is not required.</li> <li>• Conditional Use Permit Applications for the lots will be submitted once design has progressed to a commensurate stage.</li> <li>• Safety lighting will be provided from the off-street lots to International Boulevard.</li> </ul>	<p>Section 6 -- Parking Section 6.3 – Parking Lots. Appendix M – Parking Impact Mitigation Plan.</p>

Oakland Conditions of Approval PE Report Cross-Reference Matrix		
Condition of Approval	Can/Will District Meet	Described in this Section of PE Report
	<ul style="list-style-type: none"> <li>• Lots will be owned, operated and maintained by the District.</li> <li>• Conversion of existing on-street parking to colored parking will not count towards the requirements for replacement of general purpose parking.</li> <li>• Metered parking will be replaced 1:1 with meters or pay stations, at the City's discretion.</li> <li>• Meters may be temporarily taken out of service during construction of a particular segment.</li> <li>• Construction of the off-street lots will be implemented in advance of the main construction project.</li> </ul>	
<p><b>III. Relocated and Additional BRT Project Station Locations</b> 3 stations were moved and 2 stations were added to the DOSL alternative.</p> <ol style="list-style-type: none"> <li>1. International at 63<sup>rd</sup> Avenue</li> <li>2. International at 67<sup>th</sup> Avenue</li> <li>3. International at 86<sup>th</sup> Avenue</li> <li>4. International at 90<sup>th</sup> Avenue</li> <li>5. International at 103<sup>rd</sup> Avenue</li> </ol>	<p>YES. - Changes have been incorporated in design.</p> <ul style="list-style-type: none"> <li>• The District Outreach Plan describes the process to inform property owners of changes to the project.</li> <li>• Changes to the project subsequent to the FEIS/R, including station location changes in addition to the three, will be evaluated through an Environmental Revalidation to be conducted by AC Transit at the approximate 65% design stage.</li> </ul>	<p>Section 7.2 – Station Changes Appendix F</p>
<p><b>IV. Pedestrian Safety:</b> Pedestrian and patron safety needs to be specifically addressed as part of this project. (See also Section X, Maintenance and Operations.)</p> <p>A. Pedestrian lighting at Stations: AC Transit shall provide pedestrian-scale safety lighting in the vicinity of all DOSL BRT Project stations.</p> <p>B. Pedestrian lighting at All New and Upgraded Signalized Intersections: AC</p>	<p>A. YES - The District will provide ped-scale lighting at all BRT stations and adjacent sidewalks within the area depicted in the Realm of Pedestrian Access &amp; Safety Improvements exhibit (attached), in accordance with City standards for lighting levels. Ped-scale lighting will be low-height (10-14 ft) luminaires. District will operate and maintain ped-scale lighting within the station vicinity boundary of maintenance responsibility as depicted on O&amp;M Agreement Exhibits B1 and B2.</p> <p>B. YES - The District will design and</p>	<p>A. Section 5.1 – BRT Features Section 13.3 – Street and Pedestrian Lighting: lighting at stations</p> <p>B. Section 13.3 –</p>



Oakland Conditions of Approval PE Report Cross-Reference Matrix		
Condition of Approval	Can/Will District Meet	Described in this Section of PE Report
<p>Transit shall provide safety lighting at all signalized intersections being upgraded or implemented by the DOSL BRT Project.</p> <p>C. Pedestrian Lighting at All New and Upgraded Pedestrian Crossings: AC Transit shall provide safety lighting at all pedestrian crossings with pedestrian detection being upgraded or implemented by the DOSL BRT Project.</p> <p>D. Security Provisions at All Stations: AC Transit shall provide security to include cameras and safety personnel as necessary to ensure the security of the patrons at the stations and in nearby areas.</p>	<p>build safety lighting at new and upgraded signalized intersections, per calculated lighting levels, in accordance with City and Caltrans standards.</p> <p>C. YES - The District will provide safety lighting at controlled pedestrian crossings installed by the project, in accordance with Caltrans and City standards.</p> <p>D. YES - The District will provide for security to ensure the safety of patrons at the stations.</p> <ul style="list-style-type: none"> <li>District has identified up to 14 additional armed security/fare inspector personnel to be dedicated to the BRT corridor.</li> <li>Security staff will be through Alameda County Sheriff's Office or a service contract.</li> <li>Security staff will ride buses and patrol the BRT platforms.</li> <li>District will provide multiple CCTV cameras at median platforms and a minimum of two cameras at curbside platforms.</li> <li>CCTV will be recorded. AC Transit will have the capability to monitor cameras.</li> </ul>	<p>Street and Pedestrian Lighting: lighting with signals</p> <p>C. Section 13.3 - Street and Pedestrian Lighting: lighting at controlled pedestrian crossings</p> <p>D. Section 5.1 - BRT Features Section 11.1 - BRT System Overview</p>
<p><b>V. Functional Needs Access</b></p> <p>A. Staff Review: Sign-off by the City Americans with Disabilities Act (ADA) Title II Coordinator is required for all improvements to the public right-of-way under city's control, at regular intervals as part of the established Oakland Public Works (PW) review process.</p> <p>B. Community Review: A joint AC Transit / City of Oakland Access Advisory Committee will review and provide comment on all aspects of the project design and delivery.</p>	<p>A. YES - Title II Coordinator will have opportunity to review and sign-off at each design milestone.</p> <p>B. YES - Coordination with the Joint AAC/ACAC is ongoing, and will have opportunity to review at each design milestone.</p> <ul style="list-style-type: none"> <li>District will arrange for Omintrans sbX or similar vehicle to be made available for inspection in Oakland</li> </ul>	<p>A. Section 7.3 - BRT Station Access improvements: City ADA review. Will add signature page to front of PE Report.</p> <p>B. Section 7.3 - BRT Station Access Improvements: AAC/ACAC review.</p>
<p>C. ADA Compliance Standards: The BRT Project in Oakland shall comply with</p>	<p>C. YES - The project will comply with Federal ADA Guidelines and</p>	<p>C. Section 5 - BRT Design Criteria &amp;</p>

Oakland Conditions of Approval PE Report Cross-Reference Matrix		
Condition of Approval	Can/Will District Meet	Described in this Section of PE Report
<p>Federal ADA Guidelines and Standards, as well as all applicable State and City accessibility requirements.</p> <p>D. International Best Practices: AC Transit shall apply international best practices and universal design principles in the design and delivery of bus rapid transit in Oakland. This applies to infrastructure, vehicle, and service delivery system design, construction, and operation.</p>	<p>Standards, as well as all applicable State and City accessibility requirements.</p> <ul style="list-style-type: none"> <li>All noncompliant curb ramps within the limits of construction will be upgraded on the basis of a visual compliance survey performed during PE, or as deemed necessary.</li> <li>District will upgrade non-compliant sidewalk within the area depicted in the Realm of Pedestrian Access &amp; Safety Improvements exhibit (attached).</li> <li>Existing ADA parking will be replaced 1:1 and brought up to federal guidelines for supply.</li> </ul> <p>D. YES - It is the District's intent to incorporate universal design principles.</p>	<p>Standards</p> <p>D. Section 5 - BRT Design Criteria &amp; Standards</p>
<p>VI. Paving: AC Transit shall rehabilitate (not spot pave) all lanes, including the BRT-dedicated travel lanes, general purpose lanes, and any remaining parking lanes on International Boulevard, 11th Street, 12th Street, and E. 12th Street from curb to curb, wherever needed, to provide a 12-year useful life for these facilities. Rehabilitation method will be determined based on the existing condition and anticipated traffic index.</p>	<p>YES - Curb-to-curb resurfacing/ rehabilitation will be performed to provide a 12-year useful-life pavement, based on the calculated Traffic Index.</p> <ul style="list-style-type: none"> <li>Traffic index was determined based on projected bus loading for a 20-year period, with a 20% factor increase for the mixed-flow lanes.</li> <li>Design and construction practices will follow the customary standard of care to ensure the satisfactory life of the pavement.</li> <li>Design and construction will include dig out and reconstruction of existing roadway pavement structural sections found to be deficient during the design.</li> </ul>	<p>Section 7.4.5 - Pavement Treatments</p>
<p>VII. <u>Bicyclist Safety</u> Where compatible bike lanes exist along the corridor, the DOSL BRT Project shall fill gaps in the system and provide bike parking.</p> <p>A. Class II bike lanes AC Transit shall design and construct Class II bike lanes</p>	<p>A. YES - The 2<sup>nd</sup> Avenue to 3<sup>rd</sup> Avenue gap has been incorporated</p>	<p>A. Section 10.5 - Bicycle Facilities:</p>

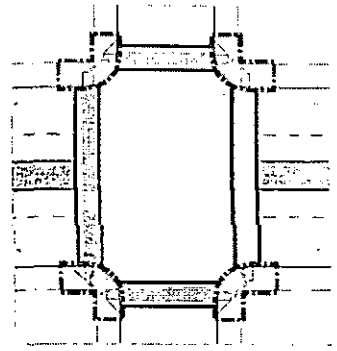
Oakland Conditions of Approval PE Report Cross-Reference Matrix		
Condition of Approval	Can/Will District Meet	Described in this Section of PE Report
<p>on East 12<sup>th</sup> Street from 2<sup>nd</sup> Avenue to 3<sup>rd</sup> Avenue to close the bike lane gap between the current 12<sup>th</sup> Street Measure DD Project and the East Bay BRT Project as proposed.</p> <p>B. Bicyclist Safety Provisions Near Each BRT Station AC Transit will install bike racks in the near vicinity of stations, to meet demand, based on availability of space. These will allow bicyclists to have safe, lighted, and easy access to the BRT system. These racks shall be designed and located in conjunction with the City's Bicycle and Pedestrian Program, and maintained by AC Transit.</p>	<p>into the project design.</p> <ul style="list-style-type: none"> <li>Design treatments have been incorporated to facilitate bike route crossings.</li> <li>District will sponsor a traffic signal at E12th and 14<sup>th</sup> Avenue to facilitate bike movements onto E8th Street at such time the City implements the bike route project.</li> </ul> <p>B. YES – Bike racks (triple) will be installed at all median stations where space permits, and maintained by AC Transit.</p> <ul style="list-style-type: none"> <li>Up to 10 additional bike racks will be purchased for the City to install and maintain at appropriate curbside station locations, at City's discretion.</li> <li>Locations would be determined in conjunction with the City's Bicycle and Pedestrian Program and community outreach performed as part of the BIMP, or following demand patterns established following commencement of service operations.</li> </ul>	<p>bike lanes</p> <p>B. Section 10.5 – Bicycle Facilities: bike parking</p>
<p><b>VIII. Oakland Streetscape Coordination</b></p> <p>A. 14th Avenue Streetscape Project: AC Transit shall coordinate design and construction efforts on East 12<sup>th</sup> Street/International Boulevard and 14<sup>th</sup> Avenue with the 14<sup>th</sup> Avenue Streetscape Project, which is currently in design development under a design/build contract by the City of Oakland. If the City's 14<sup>th</sup> Avenue project does not go through, AC Transit will work with the City to ensure that 14<sup>th</sup> Avenue design components related to the BRT Project are incorporated into the design and construction of the BRT Project.</p>	<p>A. YES - The District is coordinating the BRT Project design with the 14th Ave Streetscape Project on an ongoing basis, and will incorporate BRT design related components that are not implemented under the City contract.</p>	<p>A. Section 4.0 – Data Collection Plan Appendix C</p>
<p><b>IX. Coordination with International Blvd Transit-Oriented Development (TOD) Plan:</b></p> <p>The BRT project should coordinate with and help meet the public access goals of the International Boulevard Transit Oriented Development Plan completed in 2011 by the City of Oakland.</p> <p>A. Implement Category I pedestrian</p>	<p>The District will coordinate with and help meet the public access goals of the IB TOD.</p> <p>A. YES - Crosswalks will be spaced</p>	<p>A. Section 4.3.5</p>

Oakland Conditions of Approval PE Report Cross-Reference Matrix		
Condition of Approval	Can/Will District Meet	Described in this Section of PE Report
improvements: AC Transit shall install pedestrian signals or other pedestrian improvements at named locations along International, or, if infeasible, at alternate locations that provide a minimum of 800-foot spacing between adjacent signalized crossings.	less than 800' apart, although not all are signalized.	Americans with Disabilities Act Sidewalk Evaluation: 800-foot spacing Section 10.3.2 -- Traffic Signal Modifications and Upgrades: pedestrian signals
<p><b>X. Maintenance and Operations:</b> AC Transit agrees that the City of Oakland should not incur additional maintenance costs due to implementation of the DOSL BRT Project, and that AC Transit will assume responsibility for any City maintenance cost resulting from the project.</p> <p><b>A. BRT Stations:</b> AC Transit is responsible for all operation and maintenance of stations, including all capital replacement</p> <p><b>B. BRT Transit-way, pavement and bus pads</b> AC Transit is responsible for all operation and maintenance of the transit way, pavement, and bus pads, including all capital replacement.</p> <p><b>C. BRT Transit-way and medians</b> AC Transit is responsible for operation and maintenance of any new or upgraded facilities constructed for or needed as a result of the BRT Project.</p> <p><b>D. BRT Transit-way- Other (Signs, Markings, etc):</b> AC Transit is responsible for all operation and maintenance of all BRT Project facilities.</p> <p><b>E. Traffic Signal Systems</b> The City will continue to operate and maintain signal</p>	<p><b>YES</b> – The City should not incur additional cost associated with BRT elements. City will retain current maintenance responsibilities subject to negotiated reimbursement by District for increased costs resulting from project, or as otherwise described in the O&amp;M Agreement.</p> <p><b>A. YES</b> – The District will operate and maintain all BRT stations and their appurtenances within the station vicinity, as depicted on O&amp;M Exhibits B1 and B2, including separate metered services.</p> <p><b>B. YES</b> – District will maintain any special pavement treatments throughout the corridor as well as markings on the bus way needed to guide its operation. City/Caltrans continue to be responsible for pavement maintenance (sweeping, pothole repair, resurfacing, etc) on the entire roadway excluding the bus pads, which are at District's expense</p> <p><b>C. YES</b> – The District will be responsible for additional median landscaping that is constructed as part of the project. Irrigation water shall be provided by City at its expense.</p> <p><b>D. YES</b> – The District will be responsible for operation and maintenance of all BRT facilities, including transitway signs and markings.</p> <p><b>E. YES</b> – The District will reimburse the City for requested signal timing and</p>	<p>A. Section 18.4 – Maintenance of BRT Infrastructure</p> <p>B. Section 7.4.5 – Pavement Treatments Section 18.4 – Maintenance of BRT Infrastructure</p> <p>C. Section 18.4 – Maintenance of BRT Infrastructure: plant establishment</p> <p>D. Section 18.4 – Maintenance of BRT Infrastructure BRT signs and markings</p> <p>E. Section 18.4 – Maintenance of BRT</p>

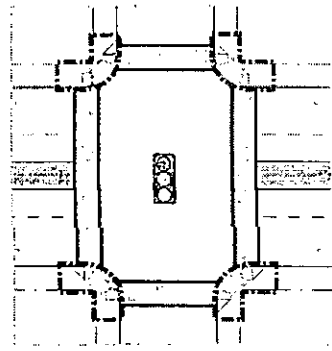
Oakland Conditions of Approval PE Report Cross-Reference Matrix		
Condition of Approval	Can/Will District Meet	Described In this Section of PE Report
<p>timing and Transit Signal Priority (TSP) through the city's Traffic Management Center after AC Transit pays for installation of new equipment. AC Transit will reimburse the City for any AC Transit-requested signal timing changes or TSP-related costs.</p> <p><b>F. Corridor Communication Systems</b> Each agency pays to operate and maintain their respective systems such as power and utility for cameras, payments, security, etc.</p> <p><b>G. Parking Meters</b> City assumes ownership, operations and maintenance of on-street meters, after capital investment by AC to remove, replace, or install new meters as required for the DOSL BRT Project.</p> <p><b>H. Litter and Graffiti, etc.</b> AC Transit is responsible for picking up litter, erasing graffiti and performing other clean up as needed for the maintenance of the station areas, transit way, signs, poles, and other BRT Project facilities.</p> <p><b>I.</b> During Construction AC Transit will be responsible for cleanup of the site during construction, including litter and graffiti. All necessary measures shall be taken to ensure that materials from the job site identified in the project Waste Reduction and Recycling Plan (WRRP) are recycled.</p>	<p>BRT-related TSP costs:</p> <p><b>F. YES</b> – The District will be responsible for paying for and maintaining the BRT communication systems.</p> <ul style="list-style-type: none"> <li>• Operations and maintenance of joint corridor communications systems, including fiber optic ductbank and use and sharing of data will be subject to a separate Systems O&amp;M Agreement.</li> </ul> <p><b>G. YES</b> – The District will replace and install parking meters displaced by the BRT Project in accordance with City standards, and relinquish to City following construction.</p> <p><b>H. YES</b> – The District will be responsible for graffiti and litter clean up within the station vicinity, as depicted on O&amp;M Exhibits B1 and B2.</p> <ul style="list-style-type: none"> <li>• District will consider all practical measures to ensure project is trash neutral.</li> </ul> <p><b>I. YES</b> – The District is responsible for construction site cleanup and graffiti on BRT-related facilities.</p> <p>Contract specifications will govern Contractor's control of the worksite and ensure compliance with Waste Reduction and Recycling Plan (WRRP).</p>	<p>Infrastructure BRT signals</p> <p><b>F. Section 18.4 – Maintenance of BRT Infrastructure: BRT communications system</b></p> <p><b>G. Section 18.4 – Maintenance of BRT Infrastructure: parking meters</b></p> <p><b>H. Section 18.4 – Maintenance of BRT Infrastructure: litter and graffiti</b></p> <p><b>I. N/A:</b> Will be covered in Contract Specifications</p>
<p><b>XI. Reimbursement of City Costs:</b> Resolution of community concerns, and the design, construction, and operation of the DOSL BRT Project in City-owned right of way creates an on-going requirement for City review and approval at all levels of project development. Prior to the start of each phase of development, as follows,</p>		

Oakland Conditions of Approval PE Report Cross-Reference Matrix		
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<p>AC Transit and the City will complete an agreement specifying compensation for City staff in the development of the project.</p> <p>A. Ongoing Community Engagement: AC Transit shall compensate City staff for participation in and support of ongoing or additional community meetings or meetings with those businesses or residents impacted by the DOSL BRT Project.</p> <p>B. Design and Engineering: AC Transit shall compensate City staff for their review of the design of the DOSL BRT Project through completion of the final design and preparation of a bid package for construction. In lieu of standard fees, a funding agreement may be developed specifying the scope and costs of this review.</p> <p>C. Construction Management: AC Transit shall compensate City staff for their costs during the DOSL BRT Project construction phase, which includes but is not limited to permitting, review and inspection of construction. In lieu of standard fees, a funding agreement may be developed specifying the scope and costs of this review.</p>	<p>A. YES - Reimbursement is covered in the Master Coop Agreement</p> <p>B. YES - Reimbursement is covered in Master Coop Agreement</p> <p>C. YES - Reimbursement is covered in Master Coop Agreement</p>	<p>A. Section 23.2 – Agency Agreements, Oakland: reimbursement</p> <p>B. Section 23.2 – Agency Agreements, Oakland: reimbursement</p> <p>C. Section 23.2 – Agency Agreements, Oakland: reimbursement</p>
<p><b>XII. Abandonment of Project:</b> If for any reason, the DOSL BRT Project is abandoned during the construction period or fails to remain in operation by AC Transit or another transit agency, the constructed improvements will be removed by AC Transit at the request of the City. Traffic lanes, signals and other roadway infrastructure will be reconstructed to an acceptable condition and configuration as directed by the City.</p>	<p>YES - The O&amp;M Agreement identifies the process for restoration of the facility in the case of abandonment.</p>	<p>Section 23.2 – Agency Agreements, Oakland O&amp;M Agreement</p>
<p><b>XIII. Hold Harmless Obligation</b></p> <p>A. To the maximum extent permitted by</p>	<p>A. YES - The O&amp;M Agreement identifies</p>	<p>A. Section 23.2 –</p>

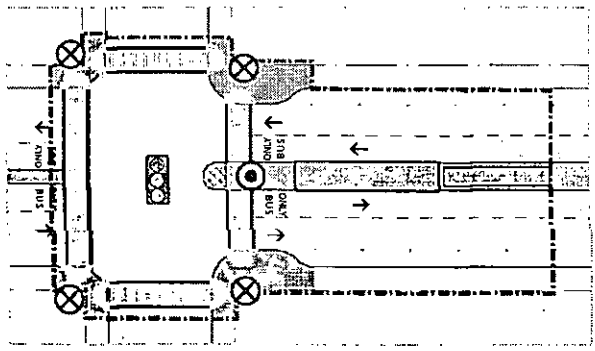
Oakland Conditions of Approval PE Report Cross-Reference Matrix		
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<p>law, AC Transit shall defend (with counsel reasonably acceptable to the City) indemnify, and hold harmless the City of Oakland, the Oakland City Council, the Oakland City Planning Commission and its respective agents, officers, and employees (hereafter collectively call City) from any liability, damages, claim, judgment, loss (direct or indirect), action, causes of action or proceeding (including legal costs, attorneys' fees, expert witness or consultant fees, City Attorney or staff time, expenses or costs) (collectively called "Action" ) against the City to attack, set aside, void or annul, (1) an approval by the City relating to a development-related application or subdivision or (2) implementation of an approved development-related project. The City may elect, in its sole discretion, to participate in the defense of said Action and AC Transit shall reimburse the City for its reasonable legal costs and attorneys' fees.</p> <p>B. Within ten (10) calendar days of the filing of any Action as specified in subsection A above, AC Transit shall execute a Letter of Agreement with the City, acceptable to the Office of the City Attorney, which memorializes the above obligations. These obligations and the Letter of Agreement shall survive termination, extinguishment or invalidation of the approval. Failure to timely execute the Letter of Agreement does not relieve AC Transit of any of the obligations contained in this Section or any other requirements or conditions of approval that may be imposed by the City.</p>	<p>legal responsibilities of both parties</p> <p>B. YES - The O&amp;M Agreement identifies legal responsibilities of both parties</p>	<p>Agency Agreements, Oakland: O&amp;M Agreement</p> <p>B. Section 23.2 – Agency Agreements, Oakland: legal responsibilities</p>
End of Oakland Conditions of Approval		



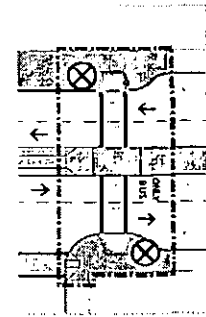
Intersection



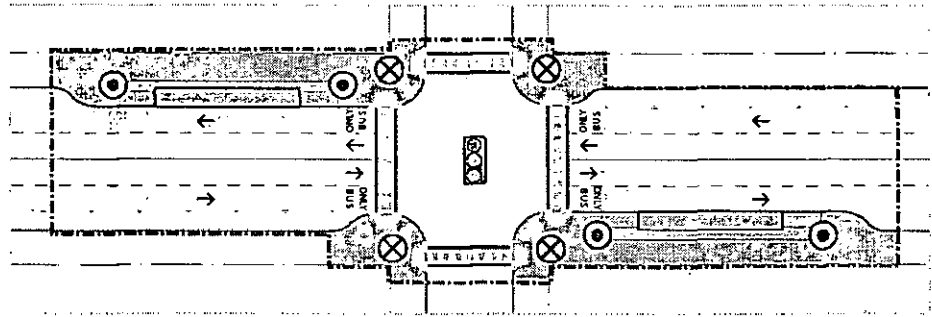
New or Upgraded Signal



Median Station



Controlled Pedestrian Crossing



Curbside Station

- Legend
- Safety Lighting
  - Pedestrian-scale Lighting
  - Landscaping
  - Standard Crosswalk Stripping
  - High Visibility Crosswalk Stripping
  - Curb Ramp - New or Upgraded to Standard
  - Realm of Responsibility

Exhibit to Conditions of Approval Response Matrix:  
 Realm of Pedestrian Access & Safety Improvements



San Leandro Conditions of Approval PE Report Cross-Reference Matrix		
Condition of Approval	Can/Will District Meet	Described in this Section of PE Report
<p><b>General:</b> These Conditions of Approval (COAs) were adopted by the San Leandro City Council on 07.16.2012 as a requirement for City adoption of the Downtown Oakland to San Leandro Bus Rapid Transit Project (BRT Project), DOSL Option 2, as the Locally Preferred Alternative.</p> <p>"As introduced by AC Transit at the May 31, 2012 joint City – AC Transit meeting, a modified LPA that eliminates elements of the original LPA that will end dedicated lanes just south of Broadmoor Boulevard and will relocate stations to shorten walking distances to senior housing locations as shown on Exhibit 2."</p>	<p>YES – Project plans revised to incorporate, subject to site constraints</p>	<p>40% GAD Plans</p>
<p>I. In conjunction with the commencement of the BRT service AC Transit shall offer a frequent and continuous service on East 14th Street that allows riders to travel between the northern and southern San Leandro borders without transferring buses</p>	<p>YES – currently in design plans; line 97 extended north on E. 14<sup>th</sup> /International Boulevard to 104<sup>th</sup> Avenue in Oakland and terminating at Foothill Square</p>	<p>Section 18.1 – Service Operating Plan</p>
<p>II. Prior to the commencement of the BRT Service AC Transit shall explore and implement ideas that create a Complete Transit Experience for San Leandro citizens that include a more encompassing and frequent east-west service that allows transit users to reach locations such as BART BRT shopping and work centers in a convenient and timely manner</p>	<p>Pending AC Transit decision and action, but not part of BRT project.</p>	<p>Section 18.1 – Service Operating Plan</p>
<p>III. AC Transit shall as soon as possible explore the means and feasibility of extending BRT along the length of East 14th Street to Bay Fair BART insuring the flexibility of adding such a segment in the future</p>	<p>NO - This portion was included and evaluated previously – it was determined that the traffic and parking impacts were too great, and was dropped from further consideration.</p>	<p>Section 18.1 – Service Operating Plan</p>
<p>IV. AC Transit shall make accommodations for a southbound East 14th Street left turn to eastbound Broadmoor Boulevard</p>	<p>NO – insufficient street width to accommodate a left turn</p>	<p>N/A</p>
<p><b>End of San Leandro Conditions of Approval</b></p>		



**OPERATIONS AND MAINTENANCE AGREEMENT BETWEEN THE CITY  
OF OAKLAND, AND THE ALAMEDA-CONTRA COSTA TRANSIT  
DISTRICT FOR THE DOWNTOWN OAKLAND TO SAN LEANDRO  
EAST BAY BUS RAPID TRANSIT PROJECT**

THIS AGREEMENT, ENTERED INTO, AND EFFECTIVE ON the \_\_\_\_\_ day of \_\_\_\_\_, 2013, is between the CITY OF OAKLAND, referred to herein as “CITY,” and the Alameda-Contra Costa Transit District, a public transit district established under the laws of the State of California, referred to herein as “DISTRICT,” and together referred to as “PARTIES.”

**A. RECITALS**

1. Bus Rapid Transit (BRT) is a mode of transit service provision that has some or all of the following characteristics: Dedicated Travel Lanes; Level Boarding Platforms; Off-Board Fare Collection; and Real-Time Arrival Signs.
2. The East Bay Bus Rapid Transit Project envisions a 9.5 mile dedicated bus lane corridor, which includes portions within the City of Oakland.
3. On April 25, 2012, the AC Transit Board of Directors adopted Resolution No. 12-018 certifying the Final Environmental Impact Report/Statement (FEIR/FEIS) for the East Bay Bus Rapid Transit (BRT) Project, and selection of the Downtown Oakland-San Leandro Alternative (DOSL) as the Locally Preferred Alternative for the Project, referred to herein as “PROJECT”, and authorizing the filing of a Notice of Determination.
4. On June 8, 2012 the Federal Transit Administration (FTA) issued a Record of Decision (ROD) approving the East Bay Bus Rapid Transit Project.
5. In its action on July 17, 2012, the Oakland City Council adopted as its own the CEQA-related findings of AC Transit for the BRT Project; adopted the DOSL as the Locally Preferred Alternative for the BRT Project; and required that the DISTRICT append the City Conditions of Approval (COA) to the DOSL Project. Council Resolution 84016 and the (COA) are made a part hereof by reference.
6. DISTRICT desires to implement and operate its BRT Project, which includes, but is not limited to, bus transitway, passenger platforms, ticket vending and validation systems, safety/security systems, public address and passenger information systems, landscaping, signals and lighting, crosswalk treatment and pedestrian warning signals, sidewalk improvements within the “realm of responsibility” (as depicted on page ES-12 of the PE Report), and signage, all hereinafter referred to as “BRT FACILITIES,” on 20th Street, Broadway, 11<sup>th</sup> and 12<sup>th</sup> Streets, Lake Merritt Blvd, First Avenue, East 12<sup>th</sup> Street, 14<sup>th</sup> Avenue and International Blvd within the geographic boundaries of the City of Oakland.

7. All work will be performed in accordance with approved CITY encroachment permits received for the PROJECT.
8. On State Route 185 and within the City of Oakland, STATE delegates certain maintenance functions to the CITY, under an Agreement for Maintenance of State Highways in Oakland ("DMA-OAK"), executed August 23, 1991. As used herein, DMA-OAK includes its future successor agreements, if any. The STATE is not a party to this Agreement between the CITY and the DISTRICT.
9. Per COA Number X, the DISTRICT agrees that the CITY shall not incur additional costs associated with BRT Facilities; City will retain current maintenance responsibilities of pavement repair and sweeping on the DOSL corridor subject to negotiated reimbursement by DISTRICT for additional costs of pavement markings within the bus only lane resulting from implementation or operation of the BRT Project.
10. DISTRICT intends to delegate portions of DISTRICT's BRT FACILITIES maintenance responsibilities, as specified herein below, to CITY, subject to negotiated reimbursement by DISTRICT.
11. Negotiated reimbursement to the CITY by the DISTRICT for BRT Facilities maintenance will be established under a future amendnient when BRT Facilities are fully defined and quantified. This amendment shall be fully executed and attached to this Agreement on or before the operation of the first bus on the BRT Project corridor.
12. PARTIES mutually desire to specify the respective BRT FACILITIES operating and maintenance responsibilities of the PARTIES, and to specify the terms and conditions under which such work will be performed.

## **B. AGREEMENT**

In consideration of the mutual covenants and promises herein contained, it is agreed:

1. DISTRICT shall be responsible, including all costs related thereto, for operation, maintenance, protection, and repair of BRT FACILITIES, as modified by the respective maintenance responsibilities of the PARTIES detailed in Section D. Said work at all times shall be conducted to assure safety and convenience of motorists, bicyclists, and pedestrians. Said work and BRT FACILITIES shall be subject to random inspection by CITY as to safety conditions affecting CITY facilities, and DISTRICT shall, upon notice from CITY that an unsafe condition exists, take immediate steps to correct such unsafe condition. If DISTRICT fails to perform after such notice from CITY, CITY shall immediately take necessary corrective action, and DISTRICT shall be billed and shall pay all reasonable costs for such corrective work performed by CITY. DISTRICT's obligation to pay for the costs of such corrective work shall not apply if the unsafe condition is caused by CITY. Such inspection by CITY, if performed at all, does not relieve DISTRICT of its responsibilities under this Agreement. Should an unsafe

condition arise as a result of a catastrophic event, or forces of nature such as a major earthquake, PARTIES shall work together collaboratively to fund and correct such condition as soon as practicable.

2. Exhibit A.1 depicts the section of the BRT corridor that is under CITY's control and jurisdiction (generally on downtown streets then south on International Blvd to 42<sup>nd</sup> Avenue). Exhibit A.2 depicts the section of the BRT corridor that lies within the CITY but is designated as State Route 185 (generally south of 42<sup>nd</sup> Avenue to the San Leandro border).
3. Exhibits B.1, B.2, and B.3 depict prototypical layouts for a center BRT station, a curbside BRT station and the area between BRT stations respectively.
4. The aforementioned Exhibits are fully annotated to indicate the respective maintenance and operations responsibilities and the boundary of the maintenance responsibilities of the DISTRICT, the CITY and where relevant, the STATE, all in accordance with Section D of this agreement.
5. Rights granted to DISTRICT under this Agreement are restricted to maintenance and operation of BRT FACILITIES. Any other use or presence by DISTRICT or DISTRICT's authorized contractors will require that a separate encroachment permit be issued to that party from CITY.
6. DISTRICT shall not, at any time, use or permit the public to use BRT FACILITIES in any manner that will interfere with or impair the primary use of BRT FACILITIES as a bus transit facility.
7. Upon reasonable advance notice to DISTRICT, CITY reserves its right to temporarily use those BRT FACILITIES areas within CITY's right of way for future construction, reconstruction, or maintenance purposes without reimbursement to the DISTRICT.
8. CITY reserves its right to permanently change the use of those BRT FACILITIES areas within CITY's right of way without restriction should DISTRICT cease operation of bus services at BRT FACILITIES for a period of longer than 180 calendar days. CITY may request DISTRICT to remove constructed improvements and reconstruct to an acceptable condition.
9. An encroachment permit from the CITY will be required for third parties if DISTRICT contracts out the BRT FACILITIES maintenance to a contractor. Said contractor(s) shall be subject to the same inspections and responsibilities as specified herein for work performed directly by DISTRICT.
10. DISTRICT shall not erect signs of any kind within BRT FACILITIES, except such signs as may be necessary or appropriate in connection with the operation of the BRT FACILITIES or that are required by law. Such signs shall not be attached to or painted on any CITY structures or facilities except by prior written consent of CITY.

4. LANDSCAPING AND HARDSCAPING

DISTRICT shall be responsible for maintaining all new landscaping areas including, but not limited to, all plantings, irrigation systems, tree wells and tree grates, installed under the BRT Project. DISTRICT shall also be responsible for maintaining all existing landscaping areas including, but not limited to, all plantings, irrigation systems, tree wells and tree grates, on all medians located from the San Leandro border to 1<sup>st</sup> Avenue in Oakland. CITY shall provide water meters and irrigation water at its expense, for all irrigated landscaping.

DISTRICT shall be responsible for maintaining all hardscaping and curbs at BRT FACILITIES and at all medians located within the BRT Project boundaries from the San Leandro border to 1<sup>st</sup> Avenue in Oakland.

5. BRT STATIONS

DISTRICT shall maintain BRT Stations, including but not limited to, shelters, canopies, railings, benches, passenger platforms, ticket vending machines, lighting and security cameras, and shall provide graffiti removal and garbage collection services. DISTRICT shall also maintain electrical connections to shelters for the purposes of providing lighting and/or transit information displays. DISTRICT shall perform capital replacements for all BRT stations.

6. CROSSWALKS AND IN-ROAD WARNING LIGHTS

DISTRICT shall be responsible for the maintenance of all enhanced pedestrian crosswalks and any in-road warning lights or associated warning devices at non-signalized intersections; specific features of such crosswalks are to be determined at the 65% design stage.

7. BIKE RACKS

DISTRICT shall be responsible for the maintenance of all bike racks installed in conjunction with the BRT project and located adjacent to BRT stations

8. BUS PADS AT STATIONS

DISTRICT shall be responsible for the maintenance of all concrete bus pads at the BRT stations

9. OFF STREET PARKING LOTS

DISTRICT shall be wholly responsible for the operation and maintenance of all off-street parking lots installed under the BRT Project.

***DISTRICT RESPONSIBILITIES TO BE DELEGATED TO THE CITY:***

10. STRIPING

CITY, at DiSTRiCT's expense shall maintain all striping and pavement markings required for the direction and operation of BRT FACILITIES traffic. This includes the expense for striping after pavement maintenance or pavement rehabilitation. CITY will not maintain nor pay for the maintenance of any pavement surface painting or pigmentation, which will be at DISTRICT's sole expense.

11. DRAINAGE INLETS and DRAINAGE PIPES

CITY, at DISTRICT's expense shall maintain all new drainage inlets and pipes, except as otherwise shown on Exhibits B.1, B.2, and B.3. The quantity of new drainage inlets and drainage pipes excludes relocation of same.

12. TRAFFIC SIGNAL EQUIPMENT

CITY, at DISTRICT's expense shall maintain traffic signal components related to transit signal heads, transit priority equipment and any BRT signage that is physically attached to signal facilities. CITY and DISTRICT will share in the operations, maintenance and energy costs for new signals installed as part of the PROJECT. Costs will be shared on a pro-rata basis to be determined at the 65% design stage based on a protocol tied to the number of new signals versus existing signals in the corridor.

***ONGOING CITY RESPONSIBILITIES:***

13. PAVEMENT MAINTENANCE AND STREET SWEEPING

For streets under the CITY's jurisdiction and as conditions determined by CITY warrant, it will continue to be the responsibility of CITY to provide street sweeping, maintenance and repair, and to rehabilitate or reconstruct the entire pavement, including the BRT FACILITIES bus only lane pavement, consistent with CITY standards and subject to funding availability. CITY will provide reasonable advance notice of such construction activity and will coordinate with DISTRICT to minimize adverse impacts to DISTRICT's BRT operations. CITY will not maintain nor pay for the maintenance of any pavement surface painting or pigmentation, which will be at DISTRICT's sole expense.

14. TRAFFIC SIGNAL SYSTEMS

Except as provided for hereinafter, CITY will maintain, or cause to be maintained, traffic signal systems and will share the cost of maintaining traffic signal systems, including electrical energy cost, in accordance with existing agreements with the STATE. CITY and DISTRICT shall share in the operations, maintenance, and energy costs for all traffic signals systems required for BRT operations on the BRT corridor.

As Final Design progresses, should additional BRT PROJECT operations and maintenance responsibilities be identified, PARTIES shall negotiate respective CITY and DISTRICT responsibilities and amend this Agreement accordingly.

**E. LEGAL RESPONSIBILITIES:**

1. Nothing in the provisions of this Agreement are intended to create duties or obligations to or rights in third parties not a party to this Agreement or affect the legal liability of any party to the Agreement by imposing any standard of care with respect to the maintenance of CITY streets different from the standard of care imposed by law.
2. Neither CITY nor any officer, employee or consultant thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by DISTRICT under or in connection with any work, authority or jurisdiction allocated to DISTRICT under this Agreement. It is understood and agreed that, DISTRICT will fully defend, indemnify, and save harmless CITY and all of its officers, employees and consultants from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tort, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by DISTRICT under this Agreement.
3. Neither DISTRICT 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 CITY under or in connection with any work, authority or jurisdiction allocated to STATE under this Agreement. It is understood and agreed that, CITY will fully defend, indemnify, and save harmless DISTRICT, and respective officers and employees thereof, from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tort, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this Agreement.
4. Labor Code Compliance: Prevailing Wages (reserved)
5. Prevailing Wage Requirements in Maintenance Subcontracts (reserved)

**F. EFFECTIVE DATE, AMENDMENT AND RIGHT TO TERMINATE**

This Agreement shall be effective upon the date appearing on its face and shall remain in full force and effect until amended or terminated at any time upon mutual consent of the PARTIES. Upon termination of this Agreement, DISTRICT shall, at DISTRICT's expense and to the extent practicable, return BRT FACILITIES to a condition substantially equivalent to the condition existing prior to the execution of this Agreement, or to a condition acceptable to CITY.



This agreement may not be changed, modified or rescinded except in writing, signed by the PARTIES, and any attempt at oral modification of this Agreement shall be void and of no effect.

The PARTIES have delegated to the undersigned the authority to execute this Agreement on behalf of the respective agencies and covenants to have followed all the necessary legal requirements to validly execute this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

ALAMEDA-CONTRA COSTA  
TRANSIT DISTRICT

CITY OF OAKLAND

\_\_\_\_\_  
DAVID J. ARMIJO  
General Manager

By: \_\_\_\_\_  
DEANNA J SANTANA,  
City Administrator

Attest:

\_\_\_\_\_  
Clerk

Approved as to form and content:

Approved as to form:

\_\_\_\_\_  
DAVID WOLF  
General Counsel

\_\_\_\_\_  
BARBARA J PARKER,  
City Attorney

EXHIBIT A.1 – Detailed Strip Maps of Corridor Between Downtown and 42<sup>nd</sup> Avenue depicting respective maintenance responsibilities of the PARTIES

EXHIBIT A.2 – Detailed Strip Maps of Corridor Between 42<sup>nd</sup> Avenue and the San Leandro Border (State Route 185) depicting respective maintenance responsibilities of the PARTIES, and where relevant the State

EXHIBIT B.1 – Prototypical Layout of a Center BRT Station depicting the respective maintenance responsibilities of the PARTIES

EXHIBIT B.2 – Prototypical Layout of a Curbside BRT Station depicting the respective maintenance responsibilities of the PARTIES

EXHIBIT B.3 – Prototypical Layout of the area between BRT stations depicting the respective maintenance responsibilities of the PARTIES.

**DRAFT**

2013 JUN 27 PM 5:43

**OAKLAND CITY COUNCIL**

City Attorney

**RESOLUTION No. \_\_\_\_\_ C.M.S.**

Introduced by Councilmember \_\_\_\_\_

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**RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO A MASTER COOPERATIVE AGREEMENT WITH THE ALAMEDA-CONTRA COSTA TRANSIT DISTRICT (AC TRANSIT) FOR THE FINAL DESIGN AND CONSTRUCTION PHASES OF THE DOWNTOWN OAKLAND TO SAN LEANDRO BUS RAPID TRANSIT PROJECT**

**WHEREAS**, Bus Rapid Transit (BRT) is a mode of transit service provision that has some or all of the following characteristics: Dedicated Travel Lanes; Level Boarding Platforms; Off-Board Fare Collection; and Real-Time Arrival Signs; and

**WHEREAS**, AC Transit desires to design, construct, and operate the East Bay BRT Project, which includes, but is not limited to, dedicated travel lanes, passenger platforms, ticket vending and validation systems, safety/security systems, public address and passenger information systems, landscaping, traffic signals and street lighting, crosswalk treatments, pedestrian warning signals, sidewalk improvements, and signage.

**WHEREAS**, On April 25, 2012, the AC Transit Board of Directors adopted Resolution No. 12-018 certifying the Final Environmental Impact Report/Statement (FEIR/FEISS) for the East Bay BRT Project, and selection of the Downtown Oakland-San Leandro Alternative (DOSL) as the Locally Preferred Alternative for the BRT Project, and authorizing the filing of a Notice of Determination; and

**WHEREAS**, On June 8, 2012 the Federal Transit Administration (FTA) issued a Record of Decision (ROD) approving the East Bay BRT Project, and selection of the Downtown Oakland-San Leandro Alternative (DOSL) as the Locally Preferred Alternative for the Project; and

**WHEREAS**, The DOSL alternative envisions a 9.5 mile long dedicated bus lane corridor with 8.2 miles and 38 stations located within the geographic boundaries of the City of Oakland; and

**WHEREAS**, In its action on July 17, 2012, the Oakland City Council adopted as its own the CEQA-related findings of AC Transit for the BRT Project; adopted the DOSL as the Locally Preferred Alternative for the BRT Project; and required that the AC Transit append the City Conditions of Approval to the BRT Project (C.M.S. 84016); and

**WHEREAS**, the City Conditions of Approval (COA) are not final design, construction and operational standards, but rather a list of issues and requirements that must be fully studied and incorporated during the Implementation and Operation & Maintenance phases of the BRT Project in Oakland; and

**WHEREAS**, On November 27, 2012, the District General Manager issued a letter to the CITY Public Works Agency Director confirming that the Master Cooperative Agreement between the DISTRICT and the CITY for the BRT Project would clearly and fully incorporate the COA into the project plans and specifications.

**WHEREAS**, the COA require AC Transit to develop parking and business impact mitigation plans during the Preliminary Engineering Phase of the BRT Project to fully mitigate the impacts of on-street parking removal and other BRT construction and operations activities, which includes, but is not limited to, selection of off-street parking lot parcels for the San Antonio, Fruitvale, and Elmhurst Districts; and

**WHEREAS**, the COA require AC Transit to establish the scope of work, technical standards, and cost for all conditions during the Preliminary Engineering Phase, including but not limited to, parking and business impact mitigation plans, new and relocated stations, pedestrian-scale lighting, security cameras, disability access compliance, curb-to-curb repaving, bike lanes, and bike parking; and

**WHEREAS**, the COA require AC Transit to coordinate the BRT Project with other City streetscape improvement projects underway or planned for the DOSL corridor;

**WHEREAS**, the COA require AC Transit to coordinate with and actively work to meet the public access goals of City's International Boulevard Transit Oriented Development Plan under the BRT Project; and

**WHEREAS**, the AC Transit has completed the Preliminary Engineering Phase of the BRT Project; and

**WHEREAS**, AC Transit made concerted efforts to incorporate the City Conditions of Approval into business and parking impact mitigation plans, construction careers memoranda, and technical drawings, specifications, and reports that it prepared during the Preliminary Engineering Phase of the BRT Project; and

**WHEREAS**, a Master Cooperative Agreement between the AC Transit and the City is necessary to fully delineate all City and District commitments for Final Design and Construction Phases of the BRT Project, including but not limited to, conformance standards for the Oakland Conditions of Approval; and

**WHEREAS**, a Master Cooperative Agreement between Oakland and AC Transit is necessary to specify how each will cooperate in reviewing plans and schedules and specifies the procedures that DISTRICT and CITY will follow in order for DISTRICT to obtain CITY's approval for the design and construction of the PROJECT within the CITY, and the manner in which the DISTRICT will compensate the CITY for costs of its activities in furtherance of such approval; and therefore be it

**RESOLVED**, The Oakland City Council authorizes the City Administrator to enter into a Master Cooperative Agreement with the Alameda-Contra Costa Transit District for the Final Design and Construction Phases of the Downtown Oakland to San Leandro Bus Rapid Transit (BRT) Project; and

**FURTHER RESOLVED**, The Oakland City Council encourages AC Transit to submit the DOSL Project to the Federal Transit Administration for additional funding as needed to finalize design and construct the Project in conformance with the FEIS/ROD and the Oakland Conditions of Approval.

IN COUNCIL, OAKLAND, CALIFORNIA, \_\_\_\_\_

PASSED BY THE FOLLOWING VOTE:

AYES - BROOKS, GALLO, GIBSON MCELHANEY, KALB, KAPLAN, REID, SCHAAF and PRESIDENT KERNIGHAN

NOES -

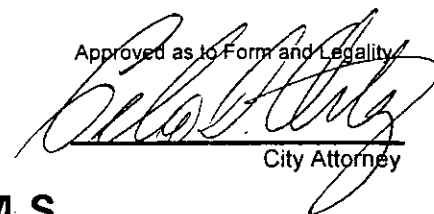
ABSENT -

ABSTENTION -

ATTEST: \_\_\_\_\_

LaTonda Simmons  
City Clerk and Clerk of the Council  
of the City of Oakland, California

2013 JUN 27 PM 5:43 OAKLAND CITY COUNCIL



City Attorney

RESOLUTION NO. \_\_\_\_\_ C.M.S.

Introduced by Councilmember \_\_\_\_\_

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**RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AN OPERATIONS AND MAINTENANCE AGREEMENT WITH THE ALAMEDA-CONTRA COSTA TRANSIT DISTRICT (AC TRANSIT) FOR THE DOWNTOWN OAKLAND TO SAN LEANDRO BUS RAPID TRANSIT PROJECT**

**WHEREAS**, Bus Rapid Transit (BRT) is a mode of transit service provision that has some or all of the following characteristics: Dedicated Travel Lanes; Level Boarding Platforms; Off-Board Fare Collection; and Real-Time Arrival Signs; and

**WHEREAS**, AC Transit desires to operate the East Bay BRT Project, which includes, but is not limited to, dedicated travel lanes, passenger platforms, ticket vending and validation systems, safety/security systems, public address and passenger information systems, landscaping, traffic signals and street lighting, crosswalk treatments, pedestrian warning signals, sidewalk improvements, and signage.

**WHEREAS**, On April 25, 2012, the AC Transit Board of Directors adopted Resolution No. 12-018 certifying the Final Environmental Impact Report/Statement (FEIR/FEISS) for the East Bay BRT Project, and selection of the Downtown Oakland-San Leandro Alternative (DOSL) as the Locally Preferred Alternative for the BRT Project, and authorizing the filing of a Notice of Determination; and

**WHEREAS**, On June 8, 2012 the Federal Transit Administration (FTA) issued a Record of Decision (ROD) approving the East Bay BRT Project, and selection of the Downtown Oakland-San Leandro Alternative (DOSL) as the Locally Preferred Alternative for the Project; and

**WHEREAS**, The DOSL alternative envisions a 9.5 mile long dedicated bus lane corridor with 8.2 miles and 38 stations located within the geographic boundaries of the City of Oakland; and

**WHEREAS**, In its action on July 17, 2012, the Oakland City Council adopted as its own the CEQA-related findings of AC Transit for the BRT Project; adopted the DOSL as the Locally Preferred Alternative for the BRT Project; and required that the AC Transit append the City Conditions of Approval to the BRT Project (C.M.S. 84016); and

**WHEREAS**, the City Conditions of Approval (COA) are not final design, construction and operational standards, but rather a list of issues and requirements that must be fully studied and incorporated during the Implementation and Operation & Maintenance phases of the BRT Project in Oakland; and

**WHEREAS**, the AC Transit has completed the Preliminary Engineering Phase of the BRT Project; and

**WHEREAS**, AC Transit made concerted efforts to incorporate the City Conditions of Approval into business and parking impact mitigation plans, construction careers memoranda, and technical drawings, specifications, and reports that it prepared during the Preliminary Engineering Phase of the BRT Project; and

**WHEREAS**, a Master Cooperative Agreement between the AC Transit and the City will be executed on or before August 1, 2013 that fully delineates all City and District commitments for Final Design and Construction Phases of the BRT Project, including but not limited to, conformance standards for the Oakland Conditions of Approval; and

**WHEREAS**, a separate Agreement between the AC Transit and the City is necessary to fully delineate all City and District responsibilities for Operations and Maintenance of the BRT Project within the geographic boundaries of the City of Oakland; and

**WHEREAS**, the Oakland Conditions of Approval requires that the City will incur no net increase in operations and maintenance cost as a result of construction or operation of the BRT Project in Oakland and that the District will compensate the City for any new or increased operations and maintenance costs; and therefore be it

**RESOLVED**, The Oakland City Council authorizes the City Administrator to enter into a Operations and Maintenance Agreement for the Downtown Oakland to San Leandro Bus Rapid Transit (BRT) Project; and

**FURTHER RESOLVED**, The Oakland City Council encourages AC Transit to submit the DOSL Project to the Federal Transit Administration for additional funding as needed to finalize design and construct the Project in conformance with the FEIS/ROD and the Oakland Conditions of Approval.

IN COUNCIL, OAKLAND, CALIFORNIA, \_\_\_\_\_

**PASSED BY THE FOLLOWING VOTE:**

**AYES - BROOKS, GALLO, GIBSON MCELHANEY, KALB, KAPLAN, REID, SCHAAF and PRESIDENT KERNIGHAN**

**NOES -**

**ABSENT -**

**ABSTENTION -**

**ATTEST:** \_\_\_\_\_  
**LaTonda Simmons**  
City Clerk and Clerk of the Council  
of the City of Oakland, California